

MAC 1396-11070

WHEN RECORDED RETURN TO:

American AgCredit, FLCA
P.O. Box 12800
Wichita, Kansas 67277-2800

2013-002223

Klamath County, Oregon

02/28/2013 03:42:00 PM

Fee: \$52.00

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

(space above reserved for recorder's use)

ASSIGNMENT OF NOTE AND MORTGAGE

Loan No. 2008-0101/2578814

This Assignment of Note and Mortgage is made this 26 day of February, 2013 from HARVEST CAPITAL COMPANY ("Assignor") to AMERICAN AGCREDIT, FLCA ("Assignee").

RECITALS

Assignor is the holder of a promissory note dated May 12, 2008 made by James J. Bellet, Sherry A. Bellet, Bellet Holdings, LLC and Upland View Ranch, LLC (collectively, "**Borrower**") to the order of Assignor in the original principal amount of \$1,079,000 (the "**Note**"). The Note is secured by a Mortgage, Assignment of Rents and Security Agreement and Fixture Filing encumbering real property in Klamath County, Oregon (the "**Property**") described on attached Exhibit A which was recorded May 20, 2008 as Instrument No. 2008-007408, Records of Klamath County, Oregon (the "**Mortgage**"). The Note is also secured by other security instruments (collectively, the "**Other Security Documents**"). In connection with the Note, the Borrower executed and delivered to Assignor an Environmental Indemnity Agreement with respect to environmental condition of the Property. Assignor wishes to assign its interest in the Note, the Mortgage, the Other Security Documents and the Environmental Indemnity Agreement (collectively, the "**Loan Documents**") to Assignee.

NOW, THEREFORE, ASSIGNOR, for good and valuable consideration and receipt of which is acknowledged hereby, assigns, sets over and transfers to Assignee, all of Assignor's right, title and interest in and to the Note and the indebtedness evidenced thereby, without recourse, and the Mortgage, the Other Security Documents and the Environmental Indemnity Agreement.

Assignor represents and warrants that Assignor is the owner and holder of the Loan Documents, free of liens and encumbrances, but subject to the terms of that certain Master Non-Recourse Loan Participation Agreement dated August 1, 2002 between Assignor and Farm Credit Services of Central Kansas, FLCA (the "**Participation Agreement**"). The Loan Documents are assigned "as is," without any representations or warranties, except the representations and warranties in the previous sentence and those in Sections 4.5 and 4.10 of the Participation Agreement, which continue and survive the execution and delivery of this Assignment. Assignor does not waive and reserves any rights it may have under the

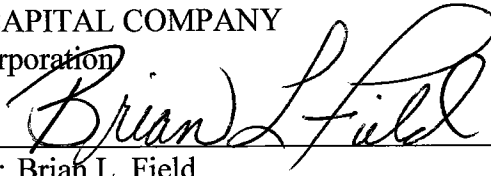
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Participation Agreement with respect to amounts received in payment of the Note or proceeds realized from the collateral for the Note; and any servicing payments and expense reimbursements due to Assignor under the Participation Agreement with respect to the Note and other Loan Documents.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Note and Mortgage on the date and year first written above.

HARVEST CAPITAL COMPANY
an Oregon corporation

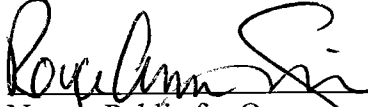
By: 
Name: Brian L. Field
Its: President

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

This instrument was acknowledged before me on 26 February, 2013, by Brian L. Field, as President of Harvest Capital Company, an Oregon corporation.





Notary Public for Oregon
My Commission expires: 6/19/2016
Commission No.: 469131

EXHIBIT A

PARCEL 1:

The following described real property situated in Klamath County, Oregon, described as follows:

Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon:

Section 20: S1/2 of the NW1/4, SW1/4 of the NE1/4, S1/2 EXCEPTING the NE1/4 of the SE1/4

Section 28: NW1/4 of the NW1/4.

Section 29: Beginning at a point located 450.67 feet East of the intersection of Sections 19, 20, 29 and 30 of Township 40 South, Range 12 East of the Willamette Meridian; thence South 58° 12' 34" East along the existing fence line to the East line of the NW1/4 NW1/4 of Section 29; thence North to the North line of the NW1/4 NW1/4 of Section 29; thence West to the point of beginning.

ALSO, the SW1/4 SE1/4 and the S1/2 SW1/4 of Section 29, EXCEPTING THEREFROM the South 120.00 feet of the East 125.00 feet and the East 30.00 feet ALSO EXCEPTING the South 120.00 feet thereof of the SW1/4 of the SE1/4.

ALSO, The NE1/4 of the NW1/4, N1/2 of the NE1/4, SE1/4 of the NE1/4, NE1/4 of the SE1/4, EXCEPTING the South 1030 feet. ALSO EXCEPTING that portion conveyed to the Shasta View Irrigation District in Deed recorded in Volume M75, page 13758, Microfilm Records of Klamath County, Oregon.

Section 30: The E1/2

ALSO, that portion of the SE1/4 of the SW1/4 of Section 30, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Maim-Bonanza Highway.

PARCEL 2:

Together with an easement, to use as means of ingress and egress, over an access road from Harpold Road and lying within the N1/2 NW1/4 of Section 31, Township 40 South, Range 12 East of the Willamette Meridian as described in instrument recorded October 3, 1961 in Volume 333, page 25, Deed records of Klamath County, Oregon.

ALSO Together with an easement for right of way over the Easterly 30 feet of the E1/2 NW1/4 of Section 32, Township 40 South, Range 12 East of the Willamette Meridian as described in Easement recorded October 3, 1961 in Volume 333, page 26, Deed records of Klamath County, Oregon.

AND ALSO Together with an easement for right of way over the NW1/4 NW1/4 NW1/4 of Section 29 Township 40 South, Range 12 East of the Willamette Meridian as described in Easement recorded October 19, 1977 in Volume M77, page 20044, Microfilm records of Klamath County, Oregon.