



WHEN RECORDED RETURN TO:

Royce Ann Simmons  
Harvest Capital Company  
690 NW 1<sup>st</sup> Ave., Suite 101  
PO Box 579  
Canby, OR 97013

2013-013322

Klamath County, Oregon



00145764201300133220030031

12/03/2013 11:51:50 AM

Fee: \$47.00

(space above reserved for recorder's use)

### ASSIGNMENT OF NOTE AND DEED OF TRUST

This Assignment of Note and Deed of Trust is made this 11th day of November, 2013 from HARVEST CAPITAL COMPANY, an Oregon corporation ("Assignor") to U.S. BANK NATIONAL ASSOCIATION, as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs, c/o Harvest Capital Company, 690 NW First Ave., Suite 101, PO Box 579, Canby, OR 97013 ("Assignee").

### RECITALS

Assignor is the holder of a promissory note dated November 11, 2013, made by EDGEWOOD RANCH, INC., an Oregon corporation, LAWRENCE C. JESPERSEN, JR. and VIOLETTE M. JESPERSEN, husband and wife, LAUREN M. JESPERSEN and MOLLY M. JESPERSEN, husband and wife, and KENNETH G. HOLMES and BETHANY N. HOLMES, husband and wife (collectively, "Borrower") to the order of Assignor in the original principal amount of FOUR MILLION AND NO/100 DOLLARS (\$4,000,000) (the "Note").

The Note is secured by a Deed of Trust encumbering real property in Klamath County, Oregon described on attached Exhibit A, which was recorded Dec. 3, 2013 as Instrument No. 2013-013321, Records of Klamath County, Oregon ("Deed of Trust"). 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 Deed of Trust, the Other Security Documents and the Environmental Indemnity Agreement 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, the Deed of Trust, the Other Security Documents and the Environmental Indemnity Agreement.

Loan No. 21302019

74913148.1 0021392-00163

47.00 amt.

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

HARVEST CAPITAL COMPANY,  
an Oregon corporation

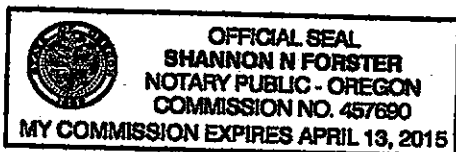
By: Royce Ann Simmons  
Royce Ann Simmons, Vice President

STATE OF OREGON )

) ss.

COUNTY OF CLACKAMAS )

This instrument was acknowledged before me on November 8, 2013, by Royce Ann Simmons, as Vice President of Harvest Capital Company, an Oregon corporation.



Shannon N Forster  
Notary Public for Oregon  
My Commission expires: 4/13/15  
Commission No.: 457690

**EXHIBIT A  
TO  
ASSIGNMENT OF NOTE AND DEED OF TRUST**

**Property Description**

**Parcel 1:**

Parcel 1 of Land Partition 05-13, a replat of Parcel 1 of LP 16-121 situated in Sections 7, 8, 9, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 34 and 35 of Township 37 south Range 10 East of the Willamette Meridian, Klamath county, Oregon being recorded on June 3, 2013 in 2013-006214, Records of Klamath County, Oregon.

**Parcel 2:**

The NE1/4 of Section 32, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

**Parcel 3:**

The NE1/4 of Section 28 and the NE1/4 of Section 29, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

**Parcel 4:**

The SW1/4 of Section 27 and the SE1/4 of Section 28, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Together with an easement for ingress and egress over the Westerly 30 feet of the NE1/4 of Section 28, Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, as granted by instrument recorded April 27, 1994 in Volume M94, Page 12606, Microfilm Records of Klamath County, Oregon.