

82.000mAh.

Underwood Note, Underwood Mortgage, and other agreements executed in connection with the Underwood Loan are hereafter collectively referred to as the "Underwood Loan Documents".

C. Pursuant to an Assignment dated March 2, 2011 and recorded March 9, 2011 in Volume 2011-003387, Microfilm Records of Klamath County, Oregon, Harvest assigned the Underwood Loan and Underwood Loan Documents to Lender.

D. Jespersen-Edgewood, Inc. conveyed its interest in a portion of the Underwood Property to Jespersen Swan Lake, Inc., and conveyed the remainder of the Underwood Property to Edgewood Ranch, Inc. Pursuant to a Consent to Transfer and Assumption Agreement dated as of May 15, 2012 and recorded May 17, 2012 in Volume 2012-005370, Microfilm Records of Klamath County, Oregon, Jespersen Swan Lake, Inc. assumed the obligations of Jespersen-Edgewood, Inc. under the Underwood Loan Documents.

E. Harvest has made or will make a loan to Mortgagor in the amount of TWO MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,700,000.00), as evidenced by a promissory note executed by Mortgagor in favor of Harvest of even date hereof (the "Other Note"), and secured by a Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing securing real property in Klamath County, Oregon and certain personal property described therein (the "Other Mortgage").

F. Harvest has assigned or will assign the Other Note, the Other Mortgage and the documents associated therewith (the "Other Loan Documents") to Lender.

G. Mortgagor and Lender desire to amend the Mortgage to provide for certain matters, all as more particularly set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Release. Upon execution and recording of this Amendment, Lawrence (a.k.a. Larry) C. Jespersen and Maureen V. Jespersen, husband and wife, and Kenneth G. Holmes and Bethany N. Holmes, husband and wife, shall be released from any further obligation under the Underwood Loan Documents.

2. Release of Lender. As part of the consideration for this Amendment, Mortgagor hereby acknowledges that it has no claims of whatsoever nature against Lender in connection with the Underwood Loan and the Underwood Loan Documents, and forever releases, waives and discharges Lender from, and covenants not to bring any suit against Lender for, any such claim, cause of action, demand, suit, cost or expense it has of whatsoever nature and kind, based on any facts existing prior to the date of this Amendment. Mortgagor acknowledges that this release extends to known and unknown claims.

3. Amendment of Underwood Mortgage. The Underwood Mortgage is hereby amended, effective as of the date of recordation of this Amendment, to provide that any default

of Mortgagor under the Other Note, the Other Mortgage, or the Other Loan Documents, where such default is not cured within any applicable grace period provided in the Other Loan Documents, shall constitute an event of default under the Underwood Mortgage.

4. No Subordination. This Amendment does not constitute nor is it intended to be or create a subordination of the lien of the Underwood Mortgage to any other lien on or interest in the Underwood Property, whether created or recorded before or after the Underwood Mortgage.

5. Reaffirmation. Except as expressly set forth herein, the Underwood Mortgage shall remain unmodified and in full force and effect, and Mortgagor hereby affirms and reaffirms, as applicable, each and every of the terms and provisions of the Underwood Mortgage as to the Underwood Property.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

MORTGAGOR

JESPERSEN SWAN LAKE, INC.
an Oregon corporation

By: _____

Leonard K. Jespersen, President

Leonard K. Jespersen

Vicky L. Jespersen


Jacen M. Jespersen

Julie A. Jespersen

LENDER

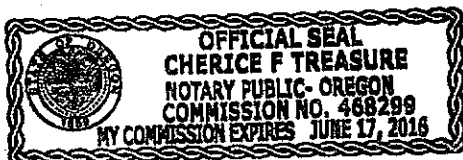
U.S. BANK NATIONAL ASSOCIATION, Custodian/Trustee for
Federal Agricultural Mortgage Corporation Programs

By: HARVEST CAPITAL COMPANY, an Oregon
corporation, its Attorney in Fact

By: 
Royce Ann Simmons, Vice President

STATE OF OREGON
COUNTY OF Klamath } ss.

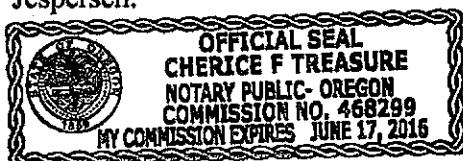
This instrument was acknowledged before me on November 13, 2013, by Leonard K. Jespersen,
as President of Jespersen Swan Lake, Inc., an Oregon corporation.



Cherice F. Treasure
Notary Public for Oregon
My Commission expires: 6/17/2016
Commission No.: 468299

STATE OF OREGON
COUNTY OF Klamath } ss.

This instrument was acknowledged before me November 13, 2013, by Leonard K. Jespersen.



Cherice F. Treasure
Notary Public
My commission expires: 6/17/2016
Commission No.: 468299

STATE OF OREGON
COUNTY OF Klamath } ss.

This instrument was acknowledged before me November 13, 2013, by Vicky L. Jespersen.



Cherice F. Treasure
Notary Public
My commission expires: 6/17/2016
Commission No.: 468299

STATE OF OREGON
COUNTY OF Klamath } ss.

This instrument was acknowledged before me November 13, 2013, by Jacen M. Jespersen.



Cherice F. Treasure
Notary Public
My commission expires: 6/17/2016
Commission No.: 468299

STATE OF OREGON
COUNTY OF Klamath } ss.

This instrument was acknowledged before me November 13, 2013, by Julie A. Jespersen.



Cherice F. Treasure
Notary Public
My commission expires: 6/17/2016
Commission No.: 468299

STATE OF OREGON
COUNTY OF CLACKAMAS } ss.

This instrument was acknowledged before me on _____, 2013, by Royce Ann Simmons, as Vice President of Harvest Capital Company, an Oregon corporation, the Attorney in Fact for U.S. Bank National Association as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs.

Notary Public for Oregon
My Commission expires: _____
Commission No.: _____

EXHIBIT A

LEGAL DESCRIPTION

In Township 38 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

The S1/2 SW1/4 of Section 4; the S1/2 SE1/4 of Section 5; the N1/2 NE1/4, SE1/4 NE1/4 and that portion of the SW1/4 NE1/4 and of the NE1/4 SE1/4 of Section 8 lying East of Swan Lake Road; the NW1/4 and that portion of the SW1/4 of Section 9 lying East of Swan Lake Road.