



After Recording Return To:
Northwest FCS-Klamath Falls
PO Box 148
Klamath Falls, OR 97601

2014-007674

Klamath County, Oregon

07/22/2014 03:48:10 PM

Fee: \$82.00

AMERITITLE, has recorded this
Instrument by request as an accomodation 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.

SEVERANCE AGREEMENT

Dated: July 2, 2014

Between: Moxley Bros Farms, a General Partnership, Nicholas G. Moxley, a single person and Samuel D. Moxley, a single person ("Debtor"),

Nicholas Gordon Moxley and Samuel Delmar Moxley, Owner(s) of Real Property and Trustees of the Ferrarese Family Trust, Lienholder(s) of Real Property.

NORTHWEST FARM CREDIT SERVICES, PCA ("Secured Party").

RECITALS

WHEREAS, the Owner(s) and Lienholder(s) of Real Property hold certain interests in the below-described real property ("Property") and Debtor, as collateral for a financial obligation, has pledged to Secured Party the following described personal property ("Collateral"):

Zimmatic 9-Tower 1,721 foot pivot irrigation system

together with all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and in any and all proceeds of the foregoing, including without limitation, insurance recoveries,

located on the Property more particularly described as follows:

Parcel 1:

S1/2 of S1/2; N1/2 of SW1/4; S1/2 of NW1/4 of Section 13, Township 38 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon.

Parcel 2:

A piece of parcel of land situate in the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 13, Township 38 South, Range 11 ½ East of the Willamette Meridian in Klamath County, Oregon, more particularly described as follows:

Severance Agreement
(Moxley Bros Farms/Note No. 6218064)

Beginning at the Southwest corner of the said NW1/4 of SE1/4 of said Section 13, Township 38 South, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon, and running Northerly along the Westerly side of the said NW1/4 of SE1/4 and the SW1/4 of NE1/4 of said Section 13, 1542.5 feet; thence Southeasterly to a point in the Southerly boundary of the said NW1/4 of SE1/4 of said Section 13, 499.2 feet Easterly from the said point of beginning; thence Westerly along the said Southerly boundary of the said NW1/4 of SE1/4 of said Section 13, 499.2 feet to the said point of beginning.

WHEREAS, it is necessary to clarify the nature of the Collateral as personal property and not as real property, to prevent the Collateral from becoming real property and to clarify the lien position in the Collateral.

NOW, THEREFORE, in consideration of mutual benefits to the parties hereto for the making of such loan, the undersigned parties hereby agree as follows:

1. The Collateral shall remain severed from the Property. Title and ownership of the Collateral shall remain with Debtor.
2. Even if attached to the Property, the Collateral shall retain its personal property character, shall be removable from the Property, shall be treated as personal property with respect to the rights of the parties, and shall not become a fixture or a part of the Property.
3. The Collateral shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure in which it is placed.
4. Secured Party, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Collateral without further notice to, further permission of, charge for or obligation to the undersigned, and in the event of default in the payment or performance of any of the obligations and liabilities owed to Secured Party, Secured Party may remove the Collateral or any part thereof from the Property without objection, delay, hindrance or interference by the undersigned and, in such case, the undersigned will make no claim or demand whatsoever against the Collateral. In the event of default in the payment or performance of any of the obligations and liabilities owed to Secured Party, at Secured Party's option, the Collateral may remain upon the Property free of rent or any charge for use and occupancy for a reasonable time thereafter, in order that Secured Party may remove the Collateral. Secured Party shall repair damage to the Property caused by Secured Party's removal of the Collateral.
5. Secured Party, without affecting the validity of this Agreement, may extend, amend or in any way modify the terms of payment or performance of any of the obligations and liabilities owed to Secured Party.
6. Secured Party may sell, transfer, convey or assign its interest in the loan to any other persons or entities and that the terms of this Agreement will remain fully valid, in effect and binding upon Debtor for the benefit of such above-referenced persons or entities.
7. Debtor represents and warrants to Secured Party that the information contained herein is true and complete, and except as described herein, no other person or entity has any interest in the Collateral. Debtor understands and agrees that Secured Party is relying on the information contained herein in making its loan. Debtor shall indemnify and hold Secured Party harmless from all losses, liabilities, damages, costs and expenses, including attorneys' fees, incurred by Secured Party arising out of the breach of the representations and warranties contained herein.
8. Debtor represents and warrants that it is duly authorized to execute, deliver and carry out the terms and provisions of this Agreement and that the individuals signing this Agreement on behalf of Debtor are authorized to do so.
9. In the event of the breach of this Agreement by any party, the prevailing party or if no prevailing party, the party deemed to be substantially prevailing, shall be entitled to recover, in addition to all other rights and remedies, all funds incurred or expended, including reasonable attorneys' fees and expenses, in connection with any action or

proceeding, including any bankruptcy or appellate proceedings (whether or not the same be, in fact, actually commenced or prosecuted) to protect or enforce any of the terms, provisions or covenants provided for hereunder.

10. This Agreement shall be binding upon all the undersigned, and inure to the benefit of, their successors and assigns.

11. This Agreement may be recorded and may be executed in counterparts, and all such counterparts shall together count as one and the same instrument. This Agreement shall be construed and governed in accordance with the laws of the State where the Property is located.

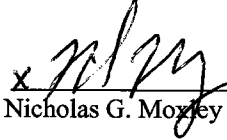
SECURED PARTY:

NORTHWEST FARM CREDIT SERVICES, PCA

By: _____

Authorized Agent

DEBTOR:

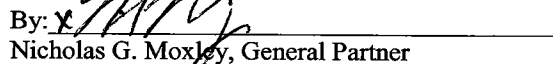
x 

Nicholas G. Moxley

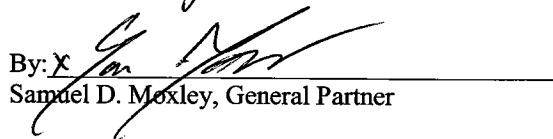
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Samuel D. Moxley

Moxley Bros Farms, a General Partnership

By: x 

Nicholas G. Moxley, General Partner

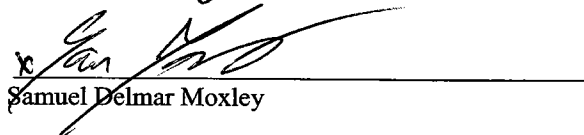
By: x 

Samuel D. Moxley, General Partner

OWNER(S) OF REAL PROPERTY:

x 

Nicholas Gordon Moxley

x 

Samuel Delmar Moxley

LIENHOLDER(S) OF REAL PROPERTY:

Trustees of the Ferrarese Family Trust

Melvin N. Ferrarese
Melvin N. Ferrarese, Trustee

Jeanette I. Ferrarese
Jeanette I. Ferrarese, Trustee

STATE OF OR)
County of Klamath)ss.

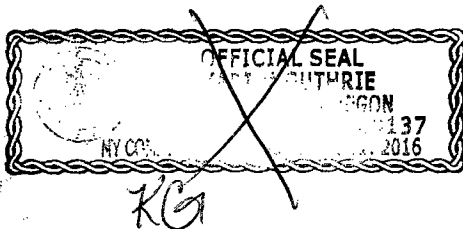
On this 2nd day of July, 2014, before me personally appeared Mitch Stokes, known to me to be an authorized agent of Northwest Farm Credit Services, PCA, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he/she was authorized to execute said instrument.



Kari Guthrie
Printed name Kari Guthrie
Notary Public for the State of OR
Residing at Klamath Falls
My commission expires 6/11/2016

STATE OF OR)
County of Klamath)ss.

On this 2nd day of July, 2014, before me personally appeared Nicholas G. Moxley, known to me to be the person described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.

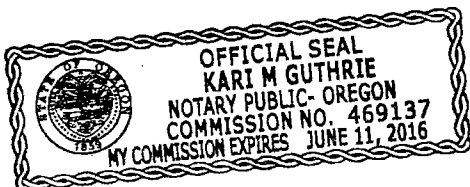


Kari Guthrie
Printed name Kari Guthrie
Notary Public for the State of OR
Residing at Klamath Falls OR
My commission expires 6/11/2016



STATE OF OR)
County of Klamath)ss.

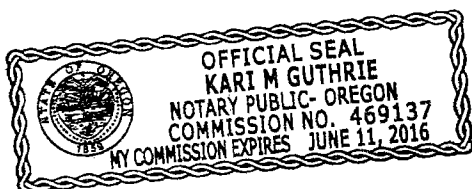
On this 2nd day of July, 2014, before me personally appeared Samuel D. Moxley, known to me to be the person described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Kari Guthrie
Printed name Kari Guthrie
Notary Public for the State of OR
Residing at Klamath Falls
My commission expires 6/11/2016

STATE OF OR)
County of Klamath)ss.

On this 2nd day of July, 2014, before me personally appeared Nicholas G. Moxley, known to me to be a partner in Moxley Bros Farms, the partnership which executed the within instrument, and acknowledged that he executed the same as one of the partners and in the partnership name freely and voluntarily.



Kari Guthrie
Printed name Kari Guthrie
Notary Public for the State of OR
Residing at Klamath Falls
My commission expires 6/11/2016

STATE OF OR)
County of Klamath)ss.

On this 2nd day of July, 2014, before me personally appeared Samuel D. Moxley, known to me to be a partner in Moxley Bros Farms, the partnership which executed the within instrument, and acknowledged that he executed the same as one of the partners and in the partnership name freely and voluntarily.



Kari Guthrie
Printed name Kari Guthrie
Notary Public for the State of OR
Residing at Klamath Falls
My commission expires 6/11/2016

STATE OF OR)
County of Klamath)ss.

On this 2nd day of July, 2014, before me personally appeared Nicholas G. Moxley, known to me to be the person described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Kari Guthrie
Printed name Kari Guthrie
Notary Public for the State of OR
Residing at Klamath Falls
My commission expires 6/11/2016

STATE OF OR)
County of Klamath)ss.

On this 2nd day of July, 2014, before me personally appeared Samuel D. Moxley, known to me to be the person described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Kari Guthrie
Printed name Kari Guthrie
Notary Public for the State of OR
Residing at Klamath Falls
My commission expires 6/11/2016

STATE OF CA)
County of Stanislaus)ss.

On this 21 day of July, 2014, before me personally appeared Melvin N. Ferrarese, known to me to be the individual who executed the foregoing instrument as Trustee of the Trustees of the Ferrarese Family Trust under Trust Agreement dated _____ for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute this instrument.

See CA Acknowledgement Attached

BDM
Printed name _____
Notary Public for the State of _____
Residing at _____
My commission expires _____

STATE OF CA)
County of Stanislaus)^{ss.}

On this 21 day of July, 2014, before me personally appeared Jeanette I. Ferrarese, known to me to be the individual who executed the foregoing instrument as Trustee of the Trustees of the Ferrarese Family Trust under Trust Agreement dated _____ for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute this instrument.

See CA Acknowledgement Attached

Printed name _____
Notary Public for the State of _____ *BDH*
Residing at _____
My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus

On July 21, 2014 before me, Betsy D. Mamone Notary Public
personally appeared Melvin N. Ferrarese
Date Here Insert Name and Title of the Officer Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Betsy D. Mamone
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Severance Agreement

Document Date: 7-2-14

Number of Pages: 9

Signer(s) Other Than Named Above: Nicholas B. Moxley + Samuel D. Moxley

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

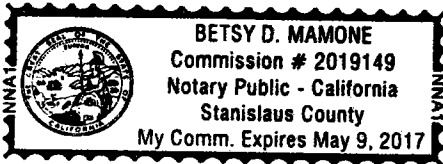
State of California

County of Stanislaus

On July 21, 2014 before me, Betsy D. Mamone, Notary Public

personally appeared Jeanette I. Ferrarese

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal:

Signature Betsy D. Mamone

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Severance Agreement

Document Date: 7-2-14 Number of Pages: 9

Signer(s) Other Than Named Above: Nicholas B. Morley + Samuel D. Morley

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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