

2014-008677

Klamath County, Oregon



00157617201400086770090099

08/20/2014 09:20:48 AM

Fee: \$82.00

Return To:  
Document Recording Services  
1201 Hays St. Suite 103  
Tallahassee, FL 32301



[The space above this line is reserved for recording information]

## Landlord and Mortgagee Waiver

This instrument was drafted by:

Farm Credit Leasing Services Corporation  
600 Highway 169 S, Suite 300  
Minneapolis, MN, 55426-1219

001-0063768-000

Lease Agreement Date: June 27, 2014

**Dated as of: June 27, 2014**

This Landlord and Mortgagee Waiver is entered into by and among the following parties:

**Lessor: FARM CREDIT LEASING SERVICES CORPORATION**

**Lessee(s): WONG POTATOES, INC.**

**Owner of Real Estate: DANIEL GEORGE CHIN AND DELORIS DIANE CHIN, TRUSTEES OF THE CHIN FAMILY LIVING TRUST DATED APRIL 22, 1996**

**Real Estate Mortgagee: NORTHWEST FARM CREDIT SERVICES, FLCA**

**Real Estate Mortgagee: GEORGE W. CHIN, TRUSTEE FOR THE GEORGE W. CHIN 2011 TRUST, DATED AUGUST 31, 2011**

**WHEREAS, the undersigned hold certain interests** in the below described real property ("Property") and the Lessee has entered into that certain Lease Agreement dated as specified above ("Lease") with Lessor as described herein ("Lessor") for the lease of certain structures and/or equipment located on the Property ("Equipment").

**NOW THEREFORE,** in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below.

### Additional Terms:

1. The Equipment shall remain severed from the Property;
2. Even if attached to the Property, the Equipment shall retain its personal 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. Title and ownership of the Equipment shall remain with the Lessor

4. The Equipment shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure on which the Equipment is placed;

5. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Equipment without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to the Lessor, Lessor may remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case the Parties will make no claim or demand whatsoever against the Equipment. In the event of any such default by Lessee, at Lessor's option, the Equipment may remain upon the Property free of rent or any charge for use and occupancy for a period not exceeding six (6) months after the receipt by the Lessor of written notice from the Parties directing removal. Lessor shall repair damage to the Property caused by Lessor's removal of the Equipment;

6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that Lessor may remove the Equipment; and

7. Lessor and Lessee may agree, without affecting the validity of this Landlord and Mortgagee Waiver, to extend, amend or in any way modify the terms of payment or performance of any of the Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the Parties.

All of the Parties agree that the Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Landlord and Mortgagee Waiver will remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Landlord and Mortgagee Waiver binds all of the Parties, their (its) heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

**Legal Description:**

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows: The S 1/2 of the N 1/2 and the NE 1/4 of the NE 1/4 in Section 29, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, Except those portions of the NE 1/4 NE 1/4 lying North and East of The Dalles-California Highway, lying within Chin Road, lying within the right of way of The Dalles-California Highway, and lying within the Southern Pacific Railroad right of way. APN: R99624 and R-4010-02900-00300-000

**Parcel ID Number:****Equipment Description:**

Quantity/Condition/Year/Manufacturer/Model/Description/Serial #
1/New/2014/NEWTEC/CELOX-P XT 5+1/Potato Grader/Sorter/TBD
1/New/2014/Ag-Pak/Even Flow/Bulk Handling System/TBD

**Lessor: FARM CREDIT LEASING SERVICES CORPORATION**

By:

  
Signature

Amy L. Wong

Name

Supervisor, Leasing Delivery Services

Title

**Lessee(s): WONG POTATOES, INC.**

By:

  
Signature

Daniel George Chin  
Name

President  
Title

**Owner of Real Estate: DANIEL GEORGE CHIN AND DELORIS DIANE CHIN,  
TRUSTEES OF THE CHIN FAMILY LIVING TRUST DATED APRIL 22, 1996**

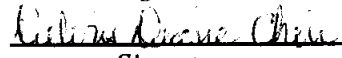
  
Signature

Daniel George Chin

Name

Trustee

Title

  
Signature

Deloris Diane Chin

Name

Trustee

Title

**Real Estate Mortgagee: NORTHWEST FARM CREDIT SERVICES, FLCA**

  
Signature

Michelle K. Stokes  
Name

Relationship MGR/AVP  
Title

**Real Estate Mortgagee: GEORGE W. CHIN, TRUSTEE FOR THE GEORGE W. CHIN  
2011 TRUST, DATED AUGUST 31, 2011**

  
Signature

George W. Chin

Name

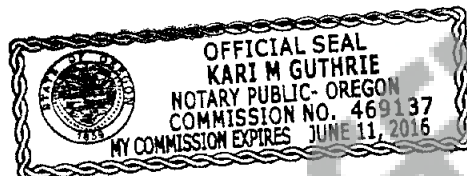
Trustee

Title

**All Purpose Acknowledgement**State Of Oregon  
County Of KlamathOn 7/7/14 Before me, Kari Guthrie  
date name of Notary Public  
personally appeared Daniel George Chin  
name of signer☐ personally known to me -OR- ☒ 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**Capacity Claimed by Signer**☐ Individual  
☒ Corporate Officer  
President  
title☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian/Conservator  
☐ Other:  
  

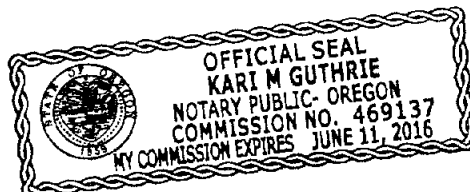
Witness my hand and official seal

Notary Public

Kari Guthrie**Signer Is Representing**Wong Potatoes, Inc.Name of person(s) or entity(ies)**All Purpose Acknowledgement**State Of Oregon  
County Of KlamathOn 7/7/14 Before me, Kari Guthrie  
date name of Notary Public  
personally appeared Daniel George Chin  
name of signer☐ personally known to me -OR- ☒ 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**Capacity Claimed by Signer**☐ Individual  
☐ Corporate Officer☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☒ Trustee  
☐ Guardian/Conservator  
☐ Other:  
  

Witness my hand and official seal

Notary Public

Kari Guthrie**Signer Is Representing**DANIEL GEORGE CHIN AND DELORIS DIANE CHIN, TRUSTEES OF THE  
CHIN FAMILY LIVING TRUST DATED APRIL 22, 1996Name of person(s) or entity(ies)

**All Purpose Acknowledgement**

State Of Oregon  
 County Of Klamath

On 7/7/14 Before me, Kari Guthrie  
date name of Notary Public  
 personally appeared Deloris Diane Chin  
name of signer

☐ personally known to me -OR- ☒ 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

**Capacity Claimed by Signer**

☐ Individual  
☐ Corporate Officer

☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☒ Trustee  
☐ Guardian/Conservator  
☐ Other:

Witness my hand and official seal

Notary Public

Kari Guthrie

**Signer Is Representing**

DANIEL GEORGE CHIN AND DELORIS DIANE CHIN, TRUSTEES OF THE CHIN FAMILY LIVING TRUST DATED APRIL 22, 1996

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**

State Of Oregon  
 County Of Klamath

On 7/8/14 Before me, Kari Guthrie  
date name of Notary Public  
 personally appeared Mitchell K. Stokes  
name of signer

☒ personally known to me -OR- ☐ 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

**Capacity Claimed by Signer**

☐ Individual  
☒ Corporate Officer

☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian/Conservator  
☐ Other:

Witness my hand and official seal

Notary Public

Kari Guthrie

**Signer Is Representing**

Northwest Farm Credit Services, FLCA

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**State Of Oregon  
County Of KlamathOn 7/08/14 Before me, Judy A. Rutledge  
date name of Notary Public  
personally appeared George W. Chin  
name of signer☒ personally known to me -OR- ☐ 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**Capacity Claimed by Signer**☒ Individual  
☐ Corporate Officer☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☒ Trustee  
☐ Guardian/Conservator  
☐ Other:

Witness my hand and official seal

Notary Public Judy A. Rutledge**Signer Is Representing**George W. Chin, Trustee for the George W. Chin 2011 Trust, dated August 31, 2011Name of person(s) or entity(ies)**All Purpose Acknowledgement**State Of Oregon KG  
County Of Klamath KGOn 7/8/14 KG Before me, Kari Cauthrie KG  
date name of Notary Public  
personally appeared \_\_\_\_\_  
name of signer☐ personally known to me -OR- ☐ 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**Capacity Claimed by Signer**☐ Individual  
☐ Corporate Officer☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian/Conservator  
☐ Other:

Witness my hand and official seal

Notary Public \_\_\_\_\_

**Signer Is Representing**Farm Credit Leasing Services CorporationName of person(s) or entity(ies)

All Purpose Acknowledgement

State Of MN  
County Of Hennepin

On 7/11/2014 Before me, Suzanne Carlson  
date name of Notary Public  
personally appeared Amy L. Wong  
name of signer

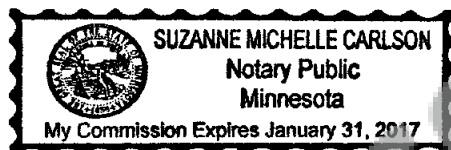
Capacity Claimed by Signer

- ☐ Individual  
☐ Corporate Officer

☒ personally known to me -OR- ☐ 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

- ☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian/Conservator  
☒ Other:  
Supervisor, Leasing Delivery Services

Witness my hand and official seal  
Notary Public Suzanne Carlson



Signer Is Representing  
Farm Credit Leasing Services Corporation

Name of person(s) or entity(ies)





## FARM CREDIT LEASING

600 Highway 169 South, Suite 300  
Minneapolis, MN 55426

## Exhibit A

Contract No: 001-0063768-000

Dated As Of: June 27, 2014

This Exhibit A, shall be for the sole purpose of providing additional detailed information regarding the specification of the equipment to be leased. Upon execution by Lessee, it is made a part of that certain Schedule A referenced in the Contract Number listed above.

Lessee(s): WONG POTATOES, INC.

    
Signature Name Title

### Equipment Description Detail:

One (1) 2014 Newtec CELOX-P XT 5+1 Potato Grader/Sorter & One (1) 2014 Ag-Pak Even Flow Bulk Handling System, together with all attachments, components, and accessories including, but not limited to:

Description	Qty
<b>NEWTEC CELOX-P XT 5+1 Extended Capacity Optical Grader/Sorter for potatoes, including:</b> <ul style="list-style-type: none"><li>• In-feed Section consisting of 12 vibrating channel feeders</li><li>• Camera Unit with 3 cameras that photograph each potato over 35 times capturing length, diameter, and surface condition</li><li>• Patented rolling-vibrating channels that expose potato's entire surface to the cameras</li><li>• High Speed Computer that determines how each potato will be graded by size and quality all in accordance with parameters set by the user</li><li>• Touch Screen interface control</li><li>• Spinaflex system with 6 Two-Cup Spinaflex belts that carry and drop potatoes into the appropriate internal take-away belt upon receipt of an electro-magnetic impulse</li><li>• Take-away system with five (5) internal take-away belts plus one (1) belt off the end, modular system so individual take-off belts can be added or removed in the future.</li></ul>	1
Ag-Pak Even Flow bulk handling system constructed of stainless steel and designed to provide consistent flow to the Celox unit	1