



After recording return to:
Northwest Farm Credit Services, FLCA
3113 South Highway 97, Suite 100
PO Box 607
Redmond, OR 97756

2015-001452
Klamath County, Oregon
02/18/2015 02:32:28 PM
Fee: \$57.00

**LESSOR'S ASSIGNMENT OF LEASEHOLD INTEREST –
Pasture Farm Agreement**

THIS ASSIGNMENT dated February 9, 2015, from Richard Wayde Harrison III, whose mailing address is PO Box 672 Dorris, CA 96023 the assignor(s) (hereinafter called "Borrower"), to Northwest Farm Credit Services, FLCA, a corporation, whose mailing address is 3113 South Highway 97, Suite 100, PO Box 607, Redmond, OR 97756, the assignee (hereinafter called "Lender").

BORROWER HEREBY GRANTS, CONVEYS, WARRANTS AND ASSIGNS TO LENDER, ITS SUCCESSORS AND ASSIGNS

All present and future right, title and interest in the following lease and in all rents, crops or other remunerations due and to become due Borrower under the certain Pasture Farm Agreement, dated January 1, 2015, between Borrower or Borrower's predecessor, as Lessor and Pete's Valley Cattle, LLC, a Limited Liability Company as Lessee, for the lease of property situated in the County of Klamath, State of Oregon, as more fully described in Exhibit A attached and by this reference made a part hereof.

The note(s), security documents and any other document or instrument signed in conjunction with the note(s) and security documents and any amendments thereto are referred to collectively as the "Loan Documents."

THIS ASSIGNMENT is given to secure:

Payment of the following described note(s) or other debt instruments executed by Borrower and held by Lender:

<u>Amount of Loan</u>	<u>Date of Note</u>	<u>Maturity Date of Note</u>
\$322,500.00	February 10, 2015	February 1, 2045

Payment of all future loans and advances from Lender to Borrower to be evidenced by like instruments of debt;

Payment of all extensions, fees, advances and interest on all indebtedness secured hereby at the interest rate(s) described in the Loan Documents. The interest rate, payments terms or balance due under the Loan Documents may be indexed, adjusted, renewed or renegotiated;

Performance by Borrower of the terms, covenants and conditions of this Assignment and the Loan Documents.

BORROWER FURTHER WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. Borrower is the lawful holder of Lessor's interest under lease described above, has good and legal right to

(Richard Wayde Harrison III/Note No. 6221032)

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assign and transfer the same and is in possession of the property therein described. Borrower authorizes Lender to file a financing statement and any continuations thereof, describing this assignment, without further signature by Borrower.

2. Borrower shall faithfully perform the obligations of Lessor under the terms of the lease agreement. In the event Borrower fails to perform any of the obligations under the lease agreement, Lender, at its sole discretion without being or becoming obligated therefor, may perform the obligations of Lessor, and add any expenditures incurred therein to Borrower's indebtedness to Lender, said expenditures to be secured by the Loan Documents and to accrue interest at the interest rate(s) described in the Loan Documents. In the event Lender exercises its right to fulfill the obligations of Lessor, Lender may collect and apply lease payments assigned hereunder first to the cost of performance and then to Borrower's indebtedness to Lender.

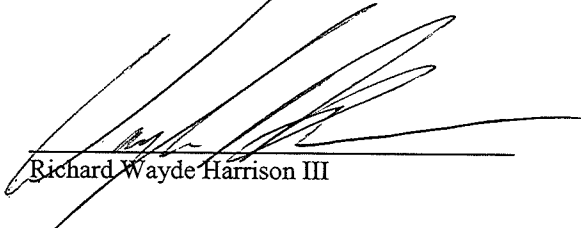
3. In the event of Borrower's default, Lender, at its sole discretion, may declare all indebtedness secured hereby immediately due and payable. To enforce payment thereof, Lender may treat this Assignment as a real estate mortgage or security agreement in which event Lender shall have all rights and remedies of a mortgagee or secured party under applicable laws and may be a purchaser at any foreclosure sale. Lender shall be entitled to recover reasonable attorney's fees, costs and other expenses incurred in the enforcement of this Assignment and in the collection of said indebtedness. In the event of judgment for Lender, if sale of the security results in only a partial satisfaction of judgment, any deficiency shall be a continuing obligation of Borrower.

4. The validity of this Assignment as security for future loans and advances shall not be affected or impaired by the fact that at certain times hereafter there may exist no indebtedness secured hereby and no commitments to make loans and advances, PROVIDED, HOWEVER, upon written request Borrower shall be entitled to receive from Lender a re-assignment and release at any time hereafter when there is no indebtedness of any kind owing from Borrower to Lender.

5. Borrower warrants that Borrower's state of residence is the State of California, and Borrower's exact legal name is as set forth in the first paragraph of this Assignment.

6. The intent of this Assignment is to increase the protection of the Lender under its mortgage, if any, of all or part of the land subject to Lease described above. Nothing herein contained shall be construed to restrict or diminish such real estate mortgage to Lender which is subject to foreclosure in the event of default.

7. This Assignment shall bind and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns. Borrower agrees to take any action requested to perfect or continue the lien and priority of the Loan Documents. This document or a memorandum thereof may be recorded.



Richard Wayne Harrison III

STATE OF OR)
County of Klamath)ss.

On this 13th day of February, 2015, before me personally appeared Richard Wayne Harrison III, known to me to be the Individual who executed the foregoing instrument 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 June 11, 2016

Exhibit A

Parcel 1:

Government Lot 4, Section 7, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the following described parcel:

Beginning at a point where the Section line between Sections 7 and 8, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, intersects the Southwesterly right of way line of the Keno-Worden County Road, which point is 66.0 feet North of the meander corner between said Sections 7 and 8 and 739.0 feet, more or less, South of the quarter corner between said Sections; thence North 29 degrees 27' West 849.3 feet, more or less, along the right of way line of said road to the North line of Government Lot 4 of said Section 7; thence West 166.3 feet along the North line of said Government Lot 4 to the Westerly line thereof; thence South 8 degrees 0' East along the Westerly line of said Government Lot 4, 55.2 feet; thence South 37 degrees 30' East along the Southwesterly line of said Government Lot 4, a distance of 839.7 feet; thence North 60 degrees 15' East 40.6 feet to the point of beginning.

Parcel 2:

All that part of the following described tract of land lying Northerly and Easterly of Keno-Worden County Road:

Beginning at a point 415 feet North of the corner of Sections 7, 8, 17 and 18 Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence North 2225 feet to the quarter corner between Sections 7 and 8; thence East 1320 feet, more or less; thence South 31 degrees 4' West 2595 feet to the place of beginning, being a part of the W1/2 SW1/4 of Section 8 Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 3:

Government Lot 9, the SE1/4 NW1/4 the NE1/4 SW1/4 and that portion of the W1/2 SW1/4 (being Government Lots 1 and 10) of Section 8, described as follows: Beginning at the Northeast corner of said W1/2 SW1/4; thence South 31 degrees 4' West to the Northeasterly right of way line of the Keno-Worden County Road; thence Southeasterly, along said right of way line, to the South line of said W1/2 SW1/4; thence East along said South line, to the Southeast corner of said W1/2 SW1/4; thence North along the East line of said W1/2 SW1/4; to the point of beginning, all being in Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 4:

That portion of the NW1/4 NW1/4 of Section 17, lying Northeasterly of the right of way of the Keno-Worden County Road, all being in Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.