

2015-003643

Klamath County, Oregon

04/20/2015 10:14:31 AM

Fee: \$72.00

1396-11550

After Recording Return To:

Northwest FCS-Klamath Falls
300 Klamath Avenue, Suite 200
PO Box 148
Klamath Falls, OR 97601

SEVERANCE AGREEMENT

Dated: April 17, 2015

Between: David E. King and Robin M. King, Trustees of the David and Robin King Living Trust; Robin Marie King and David Edward King, a married couple ("Debtor"),

David E. King and Robin M. King, Trustees of the David and Robin King Living Trust ("Owners" of Real Property"), and

Northwest Farm Credit Services, FLCA, ("Lienholder(s) of Real Property");

And

Northwest Farm Credit Services, PCA ("Secured Party").

RECITALS

WHEREAS, the Owners and Lienholders 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"):

- Year: 2015
- Make: Kirby
- Serial Number: KR005211
- Description: Bale Processor

- Year: 2015
- Make: Valley
- Model: 8000
- Serial Number: 11141847
- Description: Pivot irrigation system, together with all mainline, end-gun and other attachments

- Year: 2015
- Model: Model: Pump – MG 1446
- Description: 40-horse power short set turbine pump (800 gpm), (1) 40-horse power motor, 8" discharge head, column, 1" shaft, Gould 11 CMC 3-stage bowls with suction bell

Severance Agreement
(David Edward King/Note No. 6221560)

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 ONE

Township 42 North, Range 9 East, M. D. B. & M.

Section 34: W1/2 of NW1/4, SE1/4 of NW1/4, SW1/4 of NE1/4

AP #017-060-32

A Portion of AP# 017-060-16

PARCEL TWO

Township 42 North, Range 9 East, M. D. B. & M.

Section 34: SE1/4 of NE1/4.

Section 35: N1/2 of NW1/4 and SW1/4 of NW1/4

A Portion of AP#017-060-16

PARCEL THREE

Township 42 North, Range 9 East, M. D. B. & M.

Section 26: SE1/4 of NW1/4 and E1/2 of SW1/4.

A Portion of AP# 017-060-16;

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:

David and Robin King Living Trust, under Trust Agreement dated January 29, 1996

By: 

David E. King, Trustee

By: 

Robin Marie, Trustee

David Edward King
David Edward King

Robin Marie King
Robin Marie King

OWNER(s) OF REAL PROPERTY:

David and Robin King Living Trust, under Trust Agreement dated January 29, 1996

By: David E. King Trustee
David E. King, Trustee

By: Robin Marie King Trustee
Robin Marie, Trustee

LIENHOLDER(S):

Northwest Farm Credit Services, FLCA

By: [Signature]
Authorized Agent

STATE OF Oregon)
County of Klamath)ss.

On this 17th day of April, 2015, before me personally appeared Mitchell 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.



Lori A. Fernlund
Printed Name Lori A. Fernlund
Notary Public for the State of Oregon
Residing at Klamath Co.
My commission expires May 16, 2016

STATE OF Oregon)
County of Klamath)ss.

On this 17th day of April, 2015, before me personally appeared David E. King, known to me to be the individual who executed the foregoing instrument as Trustee of the David and Robin King Living Trust under January 29, 1996 for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute this instrument.



Lori A Fernlund
Notary Public for the State of Oregon
Residing at Klamath Co.
My commission expires May 16, 2016
Printed Name Lori A. Fernlund

STATE OF Oregon)
County of Klamath)ss.

On this 17th day of April, 2015, before me personally appeared Robin M. King, known to me to be the individual who executed the foregoing instrument as Trustee of the David and Robin King Living Trust under January 29, 1996 for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute this instrument.



Lori A Fernlund
Notary Public for the State of Oregon
Residing at Klamath Co.
My commission expires May 16, 2016
Printed Name Lori A. Fernlund

STATE OF Oregon)
County of Klamath)ss.

On this 17th day of April, 2015, before me personally appeared David Edward King, known to me to be the person(s) described in and who executed the within instrument, and acknowledged that he executed the same as his free act and deed.



Lori A Fernlund
Notary Public for the State of Oregon
Residing at Klamath Co.
My commission expires May 16, 2016
Printed Name Lori A. Fernlund

STATE OF Oregon)
)ss.
County of Klamath)

On this 17th day of April, 2015, before me personally appeared Robin Marie King, known to me to be the person(s) described in and who executed the within instrument, and acknowledged that hse executed the same as her free act and deed.



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Notary Public for the State of Oregon
Residing at Klamath Co.
My commission expires May 16, 2016
Printed Name Lori A. Fernlund

STATE OF Oregon)
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County of Klamath)

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My commission expires May 16, 2016
Printed Name Lori A. Fernlund

STATE OF Oregon

County of Klamath)ss.

On this 17th day of April, 2015, before me personally appeared Mitchell Stokes, known to me to be an authorized agent of Northwest Farm Credit Services, FLCA 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.



Lori A. Fernlund
Printed Name Lori A. Fernlund
Notary Public for the State of Oregon
Residing at Klamath Co.
My commission expires May 16, 2016