

Klamath County, Oregon 06/01/2015 03:21:45 PM RECORDING COVER SHEET (Please print or type) Fee: \$127.00 This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. After recording return to: Northwest FCS - Klamath Falls 300 Klamath Avenue, Suite 200 Klamath Falls, OR 97601-6308 This space reserved for use by 1. Title(s) of the transaction(s) Recording Office Line of Credit Deed of Trust Fixture Filing 2. Direct Party / Grantor(s) Daniel George Chin and Deloris Diane Chin, trustees of the Chin Family Living Trust, under Trust Agreement dated April 22, 1996, 17817 Cheyne Road, Klamath Falls, OR 97603 For additional Grantors, see page 2 3. Indirect Party / Grantee(s) Northwest Farm Credit Services, PCA 4. True and actual consideration: \$ 18,458,364.00 5. Previously recorded document reference: 6. If this instrument is being re-recorded complete the following statement: Rerecorded at the request of to correct previously recorded in book and page

, or as fee number

2015-005604



Line of Credit Deed of Trust

and Fixture Filing

On May 29, 2015, Daniel George Chin and Deloris Diane Chin, trustees of the Chin Family Living Trust, under Trust Agreement dated April 22, 1996, which acquired title as Daniel George Chin and Deloris Diane Chin, trustees of the ChinFamily Trust UDA April 22, 1996, Chin Family Limited Partnership, a Limited Partnership, Wong Potatoes, Inc., a Corporation, and Deloris Diane Chin, same person as Deloris D. Chin and Daniel George Chin, same person as Daniel G. Chin, a married couple, hereinafter called Grantors, whose address is

17817 Cheyne Road Klamath Falls, OR 97603

grant, convey, warrant, transfer and assign to AmeriTitle, a corporation, hereinafter called Trustee, whose address is 300 Klamath Ave., Klamath Falls, OR 97601, in trust with power of sale for the benefit of Northwest Farm Credit Services, PCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, property in Modoc, Klamath and Siskiyou County(ies), State of California and Oregon, more particularly described as follows (the "Land"):

KLAMATH COUNTY, OREGON

PARCEL 1

All that portion of the SW1/4 SW1/4 and of Government Lot 11 of Section 11, Township 41 South, Range 11 East, Willamette Meridian, which lies Southwesterly of a line drawn parallel to and distant 200 feet Southwesterly of the center line of the railway of the Great Northern Railway Company as now located and constructed; said center line being more particularly described as follows:

Beginning at a point in the Westerly boundary of said Section 11 distant 977.00 feet Northerly from the Southwest corner thereof; thence Southeasterly along a straight line making a Southeasterly included angle of 61° 46 1/2' with said Westerly boundary 531.9 feet; thence Southeasterly along the arc of a 1° 0' curve to the left, 2,830.00 feet; thence Easterly on tangent 2,141.00 feet, more or less, to an intersection with the Easterly boundary of said Section 11 at a point distant 36.8 feet, Northerly from the Southeast corner thereof. The said strip of land containing 12.35 acres, more or less, in the SW1/4 SW1/4 and 0.22 of an acre, more or less, in Government Lot 11 of said Section 11, Township 41 South, Range 11 East, Willamette Meridian, exclusive of right of way previously granted for highway and for a Government irrigation and drainage canal, SAVING AND EXCEPTING a piece or parcel of land situated in the SW1/4 SW1/4 of Section 11, Township 41 South, Range 11 East of the Willamette Meridian in Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron pin in the East right of way boundary of the Adams Point County Road, as the same is presently located and constructed from which the monument marking the Southwest corner of Section 11, Township 41 South, Range 11 East of the Willamette Meridian, bears North 89° 57' 10" West 30.0 feet and South 0° 02' 50" West 251.75 feet distant; thence North 0° 02' 50" East along the Easterly right of way boundary of said County Road 475.20 feet to an iron pin at its intersection with the Southwesterly right of way boundary of the Burlington-Northern Railroad; thence along said Railroad; right of way South 61° 34' 10" East 389.7 feet to a point; thence along a circular curve to the left (which has a central angle of 0° 40' 40", a radius of 5,929.65 feet, and a long chord which bears South 61° 54' 34" East 70.38 feet) a distance of 70.4 feet to a 5/8 inch iron pin; thence continuing along a circular curve to the left (which has a central angle of 5° 55' 50", a radius of 5,929.65 feet, and a long chord which

bears South 65° 13' 00" East 613.75 feet) a distance of 613.80 feet to a 5/8 inch iron pin; thence, leaving said Railroad right of way, North 89° 57'10" West 962.4 feet, more or less, to the point of beginning.

PARCEL 2

Also, an easement 20.0 feet in width which has its Northeasterly boundary parallel to and contiguous with the Southwesterly right of way boundary of the Burlington-Northern Railroad from the most Northwesterly corner to the most Southeasterly corner of the above described parcel of land; for the purpose of construction, reconstruction, operation, and maintenance of an irrigation ditch situated in Section 11, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3

Lots 3, 4 and N1/2 N1/2 N1/2 of Lot 5 and the N1/2 N1/2 N1/2 of Lot 6 of Section 14, Township 41 South, Range 11 East, Willamette Meridian, excepting right of way heretofore reserved by the United States for the "J" Canal.

PARCEL 4

A tract of land situated in Sections 8 and 17, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at a point on the North line of said Section 17 from which the Northwest corner of said Section 17 bears North 89° 49' 21" West, 30.00 feet; thence South 00° 05' 09" East parallel to the West line of said Section 17, 256.00 feet; thence South 89° 49' 21' East parallel to the North line of said Section 17, 2,379 feet more or less to the Mean High Water Line of Lost River; thence Northerly on said Mean High Water Line the following courses and distances: North 15° 12' 02" East, 324.30 feet; North 09° 32' 48" East, 223.70 feet; North 16° 32' 48" West, 370.44 feet; and North 25° 02'09" West, 424.66 feet; thence leaving said Mean High Water Line, North 89° 49' 21" West, 2,211.42 feet to a point lying 30.00 feet East of the West line of said Section 8; thence South 00° 16' 30" West, parallel to the West Line of said Section 8, 1,016.92 feet to the point of beginning.

PARCEL 5

The S1/2 of the N1/2 and the NE1/4 of the NE1/4 in Section 29, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, EXCEPT those portions of the NE1/4 NE1/4 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.

PARCEL 6

The SW1/4 of the SE1/4 of Section 20, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, EXCEPT those portions thereof lying within the Southern Pacific Railroad right of way, The Dalles-California Highway right of way, and North of the USBR No. 5 Drain, and EXCEPT any portion lying within Wong Road.

PARCEL 7

The NW1/4 of the NE1/4 of Section 29, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon.

PARCEL 8

The SE1/4 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING THEREFROM premises described in Deed to Marjorie L. Stewart, et al, recorded February 2, 1944 in Deed Book 162, page 98, Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM premises described in Deed to Charles M. Cahan, et ux recorded August 4, 1950 in Deed Book 241 at page 64, Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying within the boundaries of the Great Northern Railway right of way.

PARCEL 9:

The NE1/4 of Section 7, Township 41 South, Range 11 East, Willamette Meridian,

EXCEPTING that portion conveyed to the United States of America for USBR No. 8 Drain.

EXCEPTING THEREFROM that certain strip conveyed to the Central Pacific Railway Company by deed recorded July 1, 1929, in Deed Book 87 at page 409, Deed Records of Klamath County, Oregon;

ALSO EXCEPTING that certain strip conveyed to the United States of America by deed recorded December 12, 1938, in Deed Book 119 at page 167; and

ALSO EXCEPTING that certain tract conveyed to Standard Oil Company by deed recorded July 23, 1930, in Deed Book 90 at page 484, Records of Klamath County, Oregon.

ALSO EXCEPTING a tract of land described as follows: Beginning at the East Quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the intersection of the Southerly right-of-way line of the Southern Pacific Railroad; thence Westerly along said right-of-way line 218 feet to the true point of beginning of this description; thence Southerly parallel to the East line of said Section 7, 157.5 feet; thence Westerly parallel to the Southerly right-of-way line of said railroad to the Northeasterly right-of-way line of drain Canal No. 8; thence Northwesterly along said Northeasterly right-of-way line to the said Southerly right-of-way line of the South Pacific Railroad; thence Easterly along said Southerly right-of-way line to the true point of beginning.

AND ALSO EXCEPTING a tract of land situated in the SE1/4NE1/4, more particularly described as follows: Beginning at the East quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the intersection of the Southerly right-of-way line of the Southern Pacific Railroad; thence Westerly along said right-of-way line 218 feet; thence Southerly parallel to the East line of said Section 7, 157.5 feet to the true point of beginning; thence Westerly, parallel to the Southerly right-of-way line of said railroad to the Northeasterly right-of-way line of Drain Canal No. 8; thence Southerly and Easterly along the Northeasterly line of Drain Canal No. 8 to the Westerly right-of-way line of the County Road; thence Northerly along the West right-of-way line of the County Road to a point that lies South 200 feet from the Southerly right-of-way line of the railroad, thence Westerly parallel to the southerly right-of-way of the railroad, a distance of 218 feet; thence North 60.5 feet to the point of beginning.

ALSO EXCEPTING THEREFROM a parcel of land situated in the SE1/4NE1/4 of Section 7, Township 41 South, Range 11 East of the Willamette Meridian, being more particularly described as follows:

A strip of land 55 feet in width, being 27.5 feet on either side of the following described centerline: Commencing at the East quarter corner of said Section 7; thence Northerly along the East line of said Section 7, 416.7 feet to the Southerly right of way line of Southern Pacific Railroad; thence Westerly along said right of way line to the Easterly right of way line of U.S.B.R. Drain No. 8; thence continuing Westerly along said Southern Pacific Railroad right of way line 27.5 feet to the true point of beginning of this description; thence Southerly parallel to the East line of said Section 7 to a point 27.5 feet north of the South line of the SE1/4NE1/4 of said Section 7; thence Easterly 27.5 feet distant from and parallel to said South line of the West right of way line of Malone Rd.

TOGETHER WITH that portion of the East 46 feet of the South 105 feet of the SE1/4 NE1/4 of said Section 7 lying outside the right of way of Malone Road.

PARCEL 10

Township 41 South, Range 11 East of the Willamette Meridian

The S1/2, S1/2 N1/2, and S1/2 N1/2 N1/2 of Lot 8; S1/2, S1/2 N1/2 and S1/2 N1/2 N1/2 Of Lot 9; N1/2 N1/2 N1/2 of Lot 14; N1/2 N1/2 N1/2 N1/2 of Lot 15; all in Section 15, Township 41 South, Range 11 East of the Willamette Meridian.

Saving and excepting therefrom that portion deeded to Kelly B. Wilson and Glennis J. Wilson, and described as follows: A parcel of land situate in portions of Government Lots 9 and 14, Section 15, Township 41 South, Range 11 East of the Willamette Meridian, being more particularly described as follows:

Beginning at the fence corner marking the point of intersection of the Southerly line of the N1/2 N1/2 N1/2 of Lot 14, Section 15, Township 41 South Range 11 East of the Willamette Meridian and the Westerly right-of-way line of Wilson Road, as the same are presently located and constructed, from which point the Northwest corner of said Section 15 bears North 42 degrees 58' 35" West 3837.67 feet distant; thence Westerly along the fence marking the said Southerly line of the N1/2 N1/2 N1/2 of Lot 14, 399.55 feet to a point; thence North 159.15 feet to a point; thence North 79 degrees 42' 30" East 142.32 feet to a point; thence East 259.5 feet, more or less, to a point in the fence marking the Westerly right-of-way line of Wilson Road; thence Southerly along said Westerly right-of-way line fence 186.8 feet, more or less, to the point of beginning.

PARCEL 11

That portion of Government Lot 1 lying South of J canal; that portion of Lot 2 lying South of J canal and Easterly of the State Highway; and that portion of Government Lots 9 and 10 lying Easterly of the State Highway and all of Government Lot 6 in Section 16, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon

Saving and excepting therefrom any portion thereof in any canals, roads or highways.

PARCEL 12:

Beginning at a point on the west boundary of Section 7, Township 40 South, Range 10 East, Willamette Meridian, which point is S0°12 ½'E, 657 feet from the Northwest corner of said Section 7; thence S0°12 ½'E, along said section line, a distance of 1634.0 feet, to a point which is N0°12 ½'W, 346.0 feet, from the Southwest corner of the NW1/4 of said section 7 and which point is the Northwest corner of a parcel of Land shown as "PARCEL TWO" in a deed from J. Clyde Griffith, et ux, to Buford M. Kaylor, et us, recorded in Klamath County Deed Records, Volume 180, page 128; thence S89°54 ½'E, along the North boundary of said "PARCEL TWO", which line is parallel to the North boundary of said Section 7, a distance of 660.0 feet; thence S0°12 ½'E, 16.0 feet; thence S89°54 ½'E, 1452.0 feet; thence N0°12 ½'W, 1474.0 feet, more or less, to the lower water mark on the West bank of Lost River; thence N47°39'W, along said low water line, 597.0 feet; thence, continuing along said low water line, N11°20'E, 440.0 feet, more or less, to the North boundary of said Section 7; thence N89°54 ½'W, along said boundary, a distance of 943.0 feet, more or less, to the Northeast corner of a parcel of land deeded by Karl F. Dehlinger, et ux, to Innis Roberts, et ux, and described in a deed in Klamath County Deed Records, Volume 260, page 25; thence S17°20½'E, along the east boundary of said Innis Roberts property, a distance of 682.0 feet, thence S89°39 ½'W, along the South boundary of said Innis Roberts property, a distance of 1019.5 feet more or less to the point of beginning, being a portion of the NW1/4 of Section 7, Township 40 South Range 10 East of the Willamette Meridian.

EXCEPTING THEREFROM a tract of land situated in the Northwest quarter of Section 7, Township 40 South, Range 10 East of the Willamette Meridian, more particularly described as follows: Beginning at a point on the West line of said Section 7, said point being South 00°12′30" East 657.00 feet from the Northwest corner of said Section 7, said point also being 27.8 feet, more or less, Westerly from the Easterly right of way line of the Klamath Falls – Malin State Highway as constructed, thence South 00°12′30" East along the West line of said Section 1645.00 feet, more or less, to the Northwest corner of a parcel of land shown as "Parcel 2" and described in Deed Volume 180 at page 128, Klamath County Deed Records, thence South 89°54′30" East along the North boundary of said "Parcel 2" and parallel with the North line of said Section 660.00 feet, thence South 00°12′30" East 16.00 feet, thence South 89°54′30" East parallel with the North line of said Section 86.79 feet, more or less, to the centerline of an existing

irrigation ditch, thence along the center-line of said ditch the following courses and distances; North 15°40'23" East 452.11 feet, North 16°07'41" East 425.04 feet, North 01°50'48" East 408.69 feet, North 01°56'16" East 402.78 feet, North 17°08'30" West 9.00 feet to a 5/8 inch iron pin on the South boundary of that tract of land described in deed Volume 260 at page 25, Klamath County Deed Records, thence North 89°58'56" West (South 89°39'30" West by said deed record) 795.70 feet thence South 89°39'30" West along the South boundary of that tract of land described in Deed Volume M67 at page 5054, Klamath County Deed records, 221.50 feet to the point of beginning.

Code No.	Account No.	Map No.
018	R98780	4010-02000-01500-000
018	R100517	4010-02900-00200-A01
018	R99654	4010-02900-00300-000
016	R106842	4111-01400-00500-000
164	R96880	4010-00700-00400-000
164	R831737	4010-00800-01001-000
164	R831728	4010-00800-01101-000
164	R98101	4010-01700-00600-000
164	R98110	4010-01700-00700-000
018	R99672	4010-02900-00400-000
018	R105950	4111-00600-01100-000
018	R106030	4111-00700-00100-000
016	R106487	4111-01100-00900-000
018	R107011	4111-01500-00800-000
018	R107066	4111-01600-00600-000

SISKIYOU COUNTY, CALIFORNIA

PARCEL A

Parcel 1:

Farm Unit "H", according to the Farm Unit Plat, or the Northeast quarter of the Southwest quarter and the South half of the Southeast quarter of the Northwest quarter of Section 23, Township 48 North, Range 4 East, M.D.M.

Assessor's Parcel No.: 001-140-180

Parcel 2:

Farm Unit "E", according to the Farm Unit Plat, or the Northwest quarter of the Southeast quarter and the South half of the Southwest quarter of the Northeast quarter of Section 23, Township 48 North, Range 4 East, M.D.M.

Assessor's Parcel No.: 001-140-190

PARCEL B

PARCEL I:

FARM UNIT "J", ACCORDING TO THE FARM UNIT PLAT OR THE NORTHEAST 1/4 SOUTHWEST 1/4 AND EAST 1/2 NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 29 IN TOWNSHIP 48 NORTH, RANGE 4 EAST, M.D.M.

Assessor's Parcel No.: 001-170-180

PARCEL II:

FARM UNIT "E" ACCORDING TO THE FARM UNIT PLAT, OR THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 4 EAST, M.D.M.

Assessor's Parcel No.: 001-170-210

PARCEL III:

FARM UNIT "R", OR THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29; THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 4 EAST, M.D.M.

Assessor's Parcel No.: 001-170-220

PARCEL IV:

FARM UNIT "Q" ACCORDING TO THE FARM UNIT PLAT, OR THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 4 EAST, M.D.M.

Assessor's Parcel No.: 001-170-170

MODOC COUNTY, CALIFORNIA

PARCEL ONE

Farm Unit "H" according to the Farm Unit Plat on file with the United States Department of Interior, Bureau of Reclamation, more particularly described as follows:

Township 47 North, Range 5 East, M.D.B. & M.

Section 2: E 1/2 of SE 1/4.

EXCEPTING and reserving, also, to the United States, pursuant to the provisions of the Act of August 1, 1946, (60 Stat. 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same as reserved in the Patent recorded May 10, 1949 in Book 78, Page 289, Modoc County Official Records.

AP# 005-100-05

PARCEL TWO

Farm Unit "M" according to the Farm Unit Plat, on file with the United States Department of Interior, Bureau of Reclamation, more particularly described as follows:

Township 48 North, Range 5 East, M.D.B. & M.

Section 34: Lot 8, S 1/2 of N 1/2 of S 1/2 of NE 1/4 of SE 1/4, S 1/2 of S 1/2 of NE 1/4 of SE 1/4.

Section 35: Lot 1, S 1/2 of N 1/2 of S 1/2 of NW 1/4 of SW 1/4, S 1/2 of S 1/2 of NW 1/4 of SW 1/4

EXCEPT THEREFROM that portion described as follows:

Commencing at the intersection of the East right-of-way boundary of U. S. Bureau of Reclamation Drain No. 46 with the North right of way boundary of the County Road extending East and West along the Southerly line of said Section 34, and known as the "East-West Road", extending thence North along the East boundary of said right-of-way for said Drain No. 46, a distance of 300 feet;

thence East 140 feet;

thence South along a line parallel to the East boundary of the right-of-way for said Drain No. 46, to the Northerly boundary line of said "East-West Road";

thence Westerly along the Northerly boundary line of the right-of-way for said "East-West Road" to the point of beginning.

ALSO EXCEPTING THEREFROM pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the productions of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same as reserved by the United States of America of in the Patent recorded November 2, 1951 in Book 92, Page 165, Modoc County Official Records.

AP#005-090-24;

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

and including all buildings, structures, wells and other improvements now or hereafter located on the Land, including, but not limited to the fixtures (as described below), and all other equipment, machinery, appliances, goods and other articles attached to such buildings and other improvements; all fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements now or hereafter located on, attached to, installed in or used in connection with the Land; all personal property, appliances, equipment and goods now or hereafter owned or possessed by Grantors located upon, in, or about or used in connection with the Land or improvements; all rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, leases, rents, issues, tenements, hereditaments, and appurtenances now owned or hereafter acquired by Grantors and used in connection with the Land and the improvements or as a means of access to either or both, (including without limitation all rights over the property of third persons which are related thereto, private roads, water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating and irrigating apparatus, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided under the terms of the Loan Documents and any amounts expended by Beneficiary to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, except those Loan Documents that expressly state they are not secured by the Property described herein, and payment of the indebtedness under the terms of the Note(s) made to the order of

Beneficiary, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE	PRINCIPAL	FINAL
OF NOTE	AMOUNT	INSTALLMENT DATE
May 29, 2015	\$8,226,519.00	March 1, 2016
May 29, 2015	\$150,000.00	March 1, 2016
September 23, 2014	\$9,586,875.00	September 1, 2015
February 27, 2012	\$111,170.00	February 1, 2016
July 27, 2010	\$151,500.00	July 1, 2015
October 12, 2011	\$232,300.00	October 1, 2016

In addition, this Deed of Trust is intended to secure future loans and advances made by Beneficiary, no matter how evidenced. The continuing validity and priority of this Deed of Trust for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Beneficiary nor commitment from Beneficiary to make future loans exist.

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Grantors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

- 1. That they have title to the Property free from encumbrances, except as otherwise previously disclosed, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Grantors authorize Beneficiary to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Grantor.
- 2. That this Deed of Trust also constitutes a Security Agreement granting Beneficiary a security interest in any and all personal property described above.
- 3. To keep all buildings and other improvements, now or hereafter existing, in good repair; not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property; and Beneficiary shall have the right to enter upon the Property to make full inspection of the Property.
- 4. To maintain casualty insurance, naming Beneficiary as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located, in whole or in part, within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Beneficiary satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Beneficiary.
- 5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this Deed of Trust, except as stated above.

- 6. To specifically assign and deliver to Beneficiary all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; Beneficiary may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and application or release of such amounts shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
- 7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Beneficiary; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Beneficiary access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantors or to any other person); to forward copies of any notices received from any environmental agencies to Beneficiary; to provide Beneficiary copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Beneficiary, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
- 8. That neither Grantors nor, to the best of Grantors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Grantor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this Deed of Trust, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
- 9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Beneficiary; to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this Deed of Trust, naming Beneficiary as an assignee shall be for security purposes and shall not alter Grantors' obligations hereunder; and any failure of Grantors to perform any such obligation shall constitute an event of default.
- 10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, conveyed or waived to Trustee or Beneficiary, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Beneficiary shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Grantors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this Deed of Trust.

- 11. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Beneficiary copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure of this Deed of Trust, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at Trustee's or foreclosure sale, or from any successor to such purchaser.
- 12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Grantors shall comply with the terms and provisions of said laws, regulations and contracts; Grantors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Beneficiary their attorney-in-fact to select and designate the portion of the property to be subject to a recordable contract, in the event Grantors become subject to the excess land limitation; if Grantors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Grantors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Grantors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Grantors shall execute a supplemental deed of trust on such lands in favor of the Beneficiary; and failure to execute such deed of trust on demand, shall constitute an event of default.
- 13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Beneficiary may, at its option, perform the same, in whole or in part; any advances, attorney fees or costs, paid or incurred by Beneficiary to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the obligation secured by this Deed of Trust.
- 14. That the indebtedness and obligations secured by this Deed of Trust are personal to the Grantors and are not assignable by Grantors; Beneficiary relied upon the credit of Grantors, the interest of Grantors in the Property and the financial market conditions then existing when making this loan; if Grantors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Beneficiary, or if Grantors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Grantors, or if Grantors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Grantors shall be in default hereunder.
- 15. That time is of the essence and in the event of default, at Beneficiary's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Beneficiary shall have the right to foreclose the lien of this Deed of Trust or to direct Trustee, in writing, to foreclose this Deed of Trust by notice and sale, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and to deliver them to Beneficiary to be applied as provided above and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.

- 16. That Beneficiary may from time to time, in writing and without further notice or consent, release any person from liability for payment of any of the indebtedness or extend the time or otherwise alter the terms of payment of any of the indebtedness; and Trustee may, with written consent of Beneficiary, at any time and from time to time, and without affecting the liability of any person:
 - a. Join in any subordination or other agreement affecting this Deed of Trust or lien or charge thereof.
 - b. Reconvey, without warranty, any or all of the Property.
- 17. That after all sums secured hereby have been paid, upon receipt of the Deed of Trust and note and payment of its fees, Trustee shall reconvey without warranty the Property, as provided by law. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- 18. That, in the event of foreclosure of this Deed of Trust by notice and sale, the power of sale shall be exercised by the Trustee according to and under the authority of the law pertaining to deeds of trust then in effect in the state in which the Property is situated; Trustee shall deliver to purchaser its deed, without warranty, containing recitals demonstrating compliance with the requirements of such law.
- 19. To surrender possession of such premises within the time period provided by law; in the event Beneficiary is purchaser of the Property and possession is not delivered, as provided by law, to pay Beneficiary the costs and the expenses, including reasonable attorney fees, incurred in any suit or action by Beneficiary to obtain possession of the premises.
- 20. That Trustee accepts this trust when this deed, duly executed an acknowledged is recorded as provided by law; any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of the Trustee named herein; Trustee is not obligated to notify any party hereto of the pending sale under any other deed of trust or any action or proceeding in which Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.
- 21. That as used herein, the term "Deed of Trust" shall be synonymous with the terms "trust indenture" and "trust deed"; the term "Grantors" shall be synonymous with the term "Trustors" as used in any of the laws of the state in which the Property is situated; the term "Beneficiary" shall mean the holder and owner of any Note secured hereby, or if any Note(s) has been pledged, the pledgee thereof.
- 22. That the failure of Beneficiary to exercise any right or option provided herein, at any time shall not preclude Beneficiary from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Beneficiary or on Trustee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the Deed of Trust shall be construed as though such provision had been omitted.
- 23. That Grantors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this Deed of Trust. All Exhibits hereto, if applicable, are incorporated herein and made a part of this Deed of Trust. This Deed of Trust may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 24. That Grantors warrant that the state of formation is the State of Oregon; Grantors' state of residence is the State of Oregon; and Grantors' exact legal name is as set forth in the first paragraph of this Deed of Trust.
- 25. This Deed of Trust is intended to serve as a Fixture filing pursuant to the terms of the applicable Uniform Commercial Code. This Deed of Trust is to be recorded in the real estate records of each County in which the Land is located. In that regard, Grantor is Debtor and Beneficiary is Secured Party.

26. The following disclosure is made by Beneficiary and Trustee to Grantor pursuant to ORS 746.201:

WARNING

Unless you provide us with evidence of the insurance coverage as required by this Deed of Trust and the other Loan Documents, Beneficiary or Trustee may purchase insurance at your expense to protect its interest. This insurance may, but may not also protect your interest. If the collateral becomes damaged, the coverage Beneficiary or Trustee purchases may not pay any claim you make or any claim made against you. You may later request that Beneficiary cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by Beneficiary or Trustee. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage Beneficiary or Trustee purchases may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

27. Trustee shall reconvey the Property, without warrant, to the person or persons legally entitled to it upon (a) written request of Beneficiary stating that all indebtedness has been paid and fully performed, which shall be in substantially the form of Exhibit A attached hereto and incorporated herein, (b) surrender by Beneficiary of this Deed of Trust, and (c) payment by Grantor of Trustee's fees and the costs and expenses of executing and recording any requested reconveyance. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto."

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Chin Family Living Trust, under Trust Agreement dated April 22, 1996

Deloris Diane Chin, Trustee

Daniel George Chin, Trustee

Chin Family Limited Partnership, a Limited Partnership

By: Chin Family Living Trust, under Trust Agreement dated April 22, 1996, General Partner

Deloris Diane Chin, Trustee

Daniel George Chin, Trustee

Wong Potatoes, Inc., a Corporation	
By: <u>Delors Aseans Chen</u> Deloris Diane Chin, Secretary	
By Daniel George Chin, President	
Deloris Diane Chin	
Daniel George Chin	
STATE OF $\bigcirc \mathcal{K}$	
County of Kamath)ss.	
On this	instrument as Trustee of the Chin Family Living Trust
OFFICIAL SEAL KARI M GUTHRIE NOTARY PUBLIC- OREGON COMMISSION NO. 469137 NY COMMISSION EXPIRES JUNE 11, 2016	Printed name Kan Guthrie Notary Public for the State of OR Residing at Klamath Falls My commission expires June 11, 2016
STATE OF OR)ss.	
County of Klamath)	
On this day of, 2015 known to me to be the person who executed the foregoing under Trust Agreement dated 04/22/1996 for the uses and prauthorized to execute this instrument.	g instrument as Trustee of the Chin Family Living Trust
and the second and modulining.	Lan elt
OFFICIAL SEAL KARI M GUTHRIE NOTARY PUBLIC- OREGON COMMISSION NO. 469137 COMMISSION FYDRES JUNE 11, 2016	Notary Public for the State of OR Residing at Karrath Falk My commission expires June 11, 2016

STATE OF	
County of Klamath)ss.	
On this 151 day of	rustee of the Chin Family Living Trust under Trust artner in the limited partnership which executed the ame on behalf of the Trust as one of the partners and Au Line Printed name Kan Guthne Notary Public for the State of OR
MY COMMISSION EXPIRES JUNE 11, 2016	Residing at Klawath Falls My commission expires June 1/ 2016
STATE OF	mally appeared Daniel George Chin, to me known to rustee of the Chin Family Living Trust under Trust artner in the limited partnership which executed the
KARI M GUTHRIE NOTARY PUBLIC- OREGON COMMISSION NO. 469137 MY COMMISSION EXPIRES JUNE 11, 2016	Notary Public for the State of OR Residing at Klamath Falls
STATE OF OR	My commission expires June 1/ 2016
)ss.	
On this 1st day of June, 2015, be known to me to be the Secretary of the Corporation that executhat such corporation, Wong Potatoes, Inc., executed the same a was authorized to execute said instrument.	efore me personally appeared Deloris Diane Chin, atted the within instrument, and acknowledged to me its free act and deed; and on oath stated that he/she
OFFICIAL SEAL KARI M GUTHRIE NOTARY PUBLIC- OREGON COMMISSION NO. 469137 NY COMMISSION EXPIRES JUNE 11, 2016	Residing at Klawath Falls My commission expires June 11 2016

A (C)	
STATE OF OR)ss.	
County of Klamath	
On this day of June, 2015 known to me to be the President of the Corporation that exthat such corporation, Wong Potatoes, Inc., executed the sam was authorized to execute said instrument.	xecuted the within instrument, and acknowledged to me
OFFICIAL SEAL KARI M GUTHRIE NOTARY PUBLIC- OREGON COMMISSION NO. 469137 NY COMMISSION EXPIRES JUNE 11, 2016	Printed name Kan Guthnic Notary Public for the State of OR Residing at Klamath Falk My commission expires June 11 2016
STATE OF OR	
County of Klamath)ss.	
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OFFICIAL SEAL KARI M GUTHRIE NOTARY PUBLIC- OREGON COMMISSION NO. 469137 MY COMMISSION EXPIRES JUNE 11, 2016	Printed name Kan Guthne Notary Public for the State of OR Residing at Klawath Falls My commission expires with Jolla
STATE OF OR	
County of Klamath)ss.	
On this day of	, before me personally appeared Daniel George Chinexecuted the within instrument, and acknowledged that
OFFICIAL SEAL KARI M GUTHRIE NOTARY PUBLIC- OREGON COMMISSION NO. 469137 COMMISSION NO. 469137	Printed name Kan (Justmie) Notary Public for the State of OR Residing at Klawath Falls

Exhibit A

EXAMPLE REQUEST FOR FULL RECONVEYANCE

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

TO THE TRUSTEE:

[Insert Name]

The undersigned hereby certifies that it is the legal owner and holder of the Note[s] and all other indebtedness secured by the Deed of Trust dated [date] between [Grantor name], Grantor, [Trustee name], Trustee, and [Beneficiary Name], Beneficiary, recorded [date], as Instrument No. [instrument no.], to secure an indebtedness in the amount of \$[amount], records of [County], [State]. Said indebtedness has been fully paid and satisfied, and you are hereby requested and directed to cancel said Note[s] above-mentioned and all other evidences of indebtedness secured by said Deed of Trust, and to reconvey without warranty all the estate now held by you thereunder.

Dated: [insert date]

[BENEFICIARY NAME]

[BENEFICIARY SIGNATURE BLOCK]

[ACKNOWLEDGEMENT]