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2016-006717

Klamath County, Oregon

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Fee: \$72.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Columbia Bank 505 W Riverside Ave Spokane, WA 99201 Attention: John Bartels

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Why Buy, L.L.C.	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 1b. INDIVIDUAL'S SURNAME	CITY Merrill		STATE OR	POSTAL CODE 97633	COUNTRY US
1c. MAILING ADDRESS PO Box 812	CITY Merrill		STATE OR	POSTAL CODE 97633	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 2b. INDIVIDUAL'S SURNAME	CITY		STATE	POSTAL CODE	COUNTRY
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 3b. INDIVIDUAL'S SURNAME	CITY		STATE	POSTAL CODE	COUNTRY
3c. MAILING ADDRESS 1133 Rankin Street, Suite 100	CITY St. Paul		STATE MN	POSTAL CODE 55116	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

See Rider A to UCC attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Filing Office: Secretary of State of Oregon

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Why Buy, L.L.C.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

US

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

Columbia Bank

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

505 W Riverside Ave

100

CITY

Spokane

STATE

WA

POSTAL CODE

99201

COUNTRY

US

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

See Rider A to UCC attached hereto and made a part hereof.

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit "A" attached hereto and made a part hereof.

17. MISCELLANEOUS:

RIDER A TO UCC

Debtor: **Why Buy, L.L.C., Parks-Hickey Hay Sales, LLC, Tim Parks, and Denis Hickey**

Secured Party: **Columbia Bank**

In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, attached floor coverings, irrigation pipes and pumps, livestock fencing and pens and specifically:

All irrigation equipment of every kind and nature, including but not limited to center irrigation pivots, pumps, pvc pipe, sprinklers and motors, now owned or hereafter acquired by Debtor and now or hereafter located and situated on the real estate described herein, along with all replacements, substitutions, accessions thereto and proceeds derived therefrom.

All water and water rights now owned or hereafter acquired by Debtor and howsoever evidenced, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the real estate described herein, all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto, along with all replacements, substitutions, accessions thereto and proceeds derived therefrom.

all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to herein as the "Property."

Exhibit "A"
Legal Description For

Agricultural Land
Klamath County, Oregon

See Exhibit "A" attached hereto and made a part hereof.

EXHIBIT "A"

A parcel of land in SE 1/4 of Section 11, Township 41 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at 1/2" rebar which is South 0°02' West 3460.7 feet and 30.5 feet West from the Northeast corner of Section 11; thence South 0°02' West 851.5 feet, more or less, along West right of way of County Road to a point thence West 1310.0 feet, more or less, to the West line of SE 1/4 SE 1/4 of Section 11; thence North 0°05' West 800.00 feet, more or less, along said West line of E 1/2 SE 1/4; thence North 87°55' East 1312.0 feet, to the point of beginning.

A parcel of land in SE 1/4 SE 1/4 of Section 11, Township 41 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point South 0°02' West 4312.2 feet and 30.5 feet West from the Northeast corner of Section 11; thence South 0°02' West 937.8 feet, more or less, to a point which is 30.0 feet North and 30.0 feet West of the Southeast corner of Section 11; thence West 1205.0 feet, more or less, to a point; thence North 386.0 feet, more or less, to a point; thence West 104.0 feet to West line of SE 1/4 SE 1/4 of Section 11; thence North 0°05' West 551.8 feet, more or less, along said West line; thence East 1310.0 feet, more or less, to the point of beginning.

Also including a parcel of land lying in Lots 4 and 6 and 10 of Section 12, Township 41 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the Southerly right of way line of the Modoc Northern Railroad (now Southern Pacific) which lies 323 feet North and 2295 feet East of the West one-fourth corner of said Section 12, and running thence South at right angles a distance of 1075 feet to an iron pin; thence East at right angles as distance of 362 feet to the West bank of Lost River; thence Northeasterly following the West bank of Lost River to its intersection with the Southerly right of way line of said railroad; thence West following said right of way line to the point of beginning.

ALSO, THE SW 1/4 SW 1/4, SE 1/4 SW 1/4, S 1/2 NW 1/4 SW 1/4, that portion of Lot 4 lying South of the South right of way line of the Modoc Northern Railroad (now Southern Pacific); Lots 10, 11 and the West 17.0 acres of Lot 12 in Section 12, Township 41 South, Range 10 East of the Willamette Meridian.

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EXCEPTING a parcel of land lying in Lots 4 and 6 and 10 of Section 12, Township 41 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the Southerly right of way line of the Modoc Northern Railroad (now Southern Pacific) which lies 323 feet North and 2295 feet East of the West one-fourth corner of said Section 12, and running thence South at right angles a distance of 1075 feet to an iron pin; thence East at right angles a distance of 362 feet to the West bank of Lost River; thence Northeasterly following the West bank of Lost River to its intersection with the Southerly right of way line of said railroad; thence West following said right of way line to the point of beginning.

All of the SE 1/4 of the NE 1/4 of Section 8, Township 41 South, Range 10 East of the Willamette Meridian, except approximately one acre in the Southwest corner; more particularly described as follows:

Commencing at the Southwest corner of said SE 1/4 of NE 1/4 of said Section 8; thence North on forty line 135 feet to a point; thence East 100 feet to a point; thence Southeasterly to a point on the South line of said forty which point is 396 feet East of the point of beginning; thence West on forty line 396 feet to the point of beginning.

NE 1/4 NE 1/4 of Section 8; NW 1/4 NW 1/4 of Section 9 all being in Township 41 South, Range 10 East of the Willamette Meridian.

The SW 1/4 and the West 1/2 of the SE 1/4 of Section 9, Township 41 South, Range 10 East of the Willamette Meridian, EXCEPT the SW 1/4 SW 1/4 SW 1/4

All of the SW 1/4 of the NW 1/4 of Section 9, Township 41 South, of Range 10 East of the Willamette Meridian.

All that portion of the SE 1/4 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, lying and being North of the North boundary line of the right of way of the Great Northern Railway Company, (which right of way is described in instrument of record in Deed Book 95 on page 499) and as said right of way is now located, established and extending over and across the said SE 1/4 of said Section 6, from the East to the West Boundary lines thereof; Excepting rights of way heretofore conveyed the United States of America;

ALSO EXCEPTING THEREFROM, any portion lying within the limits of the County Road along the East one half of said Section 6.

EXCEPT those portions conveyed to the United States by Deed: Recorded October 13, 1908 in Volume 25, page 134, recorded May 17, 1909, Volume 27, page 593 and recorded October 9, 1935 in Volume 105, page 261, Deed Records of Klamath County, Oregon.