

2022-000654

Klamath County, Oregon

01/18/2022 01:28:02 PM

Fee: \$97.00

WHEN RECORDED RETURN TO:

Royce Ann Simmons  
Harvest Capital Company, LLC  
690 NW 1<sup>st</sup> Ave., Suite 101  
PO Box 579  
Canby, OR 97013

(space above reserved for recorder's use)

### ASSIGNMENT OF NOTE AND MORTGAGE

This Assignment of Note and Mortgage is made this 10<sup>th</sup> day of January, 2022 from HARVEST CAPITAL COMPANY, LLC, an Oregon limited liability company ("Assignor") to U.S. BANK NATIONAL ASSOCIATION, as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs, c/o Harvest Capital Company, LLC, 690 NW First Ave., Suite 101, PO Box 579, Canby, OR 97013 ("Assignee").

### RECITALS

Assignor is the holder of a promissory note dated January 11, 2022, made by RYAN E. HARTMAN and JENNIFER L. HARTMAN, husband and wife, DOUGLAS M. CARPENTER and KELLI D. CARPENTER, husband and wife, and CK & M LAND LLC, an Oregon limited liability company (collectively, "Borrower"), to the order of Assignor in the original principal amount of NINE HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$997,500.00) (the "Note").

The Note is secured by a Mortgage encumbering real property in Klamath County, Oregon described on attached Exhibit A, which was recorded January 18<sup>th</sup>, 2022 as Instrument No. 2022-000641, Records of Klamath County, Oregon ("Mortgage"). The Note is also secured by other security instruments (collectively, the "Other Security Documents"). In connection with the Note, the Borrower executed and delivered to Assignor an Environmental Indemnity Agreement with respect to environmental condition of the property. Assignor wishes to assign its interest in the Note, the Mortgage, the Other Security Documents and the Environmental Indemnity Agreement to Assignee.

NOW, THEREFORE, ASSIGNOR, for good and valuable consideration and receipt of which is acknowledged hereby, assigns, sets over and transfers to Assignee, all of Assignor's right, title and interest in and to the Note and the indebtedness evidenced thereby, without recourse, the Mortgage, the Other Security Documents and the Environmental Indemnity Agreement.

*[signature and acknowledgement follow]*

IN WITNESS WHEREOF, Assignor has executed this Assignment of Note and Mortgage on the date and year first written above.

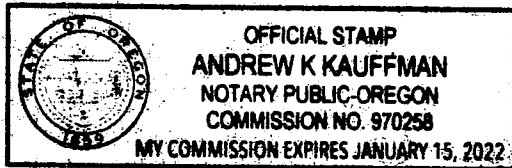
HARVEST CAPITAL COMPANY, LLC,  
an Oregon limited liability company

By: Royce Ann Simmons  
Royce Ann Simmons, President

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF CLACKAMAS        )

This instrument was acknowledged before me on January 10, 2022, by Royce Ann Simmons, as President of Harvest Capital Company, LLC, an Oregon limited liability company.

Andrew K Kauffman  
Notary Public for Oregon  
My Commission expires: 1/15/2022  
Commission No.: 970258



**EXHIBIT A  
TO  
ASSIGNMENT OF NOTE AND MORTGAGE**

**Property Description**

**PARCEL A:**

Unsurveyed Parcels 1 and 2, Land Partition 26-10, being a replat of Parcel 2 of Land Partition 25-96 and Parcel 1 of Land Partition 63-07, being situated in the SE1/4 of Section 13, the SE1/4 of Section 14, the E1/2 of Section 23, N1/2 and SW1/4 of Section 24, Township 30 South, Range 10 East of the Willamette Meridian and the SW1/4 of Section 18,, Township 30 South, Range 11 East of the Willamette Meridian and duly recorded November 23, 2010 in 2010-013537, Microfilm Records of Klamath County, Oregon.

Parcel 1 being more particularly described as follows:

BEGINNING AT THE SECTION CORNER COMMON TO SAID SECTIONS 13 AND 24, T30S, R10EWM, AND SECTION 19 AND SAID SECTION 18 OF T30S, R11EWM; THENCE S00°05'09"W 2645.82 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 24 AND 19; THENCE WEST 5428 FEET, MORE OR LESS, TO THE 1/4 CORNER COMMON TO SAID SECTIONS 23 AND 24; THENCE S00°00'20"W 663.13 FEET TO THE N-S 1/64 CORNER COMMON TO SAID SECTIONS 23 AND 24; THENCE N89°36'52"W 1322.33 FEET TO THE C-N-SE 1/64 CORNER OF SAID SECTION 23; THENCE N00°03'43"W 663.16 FEET TO THE C-E 1/16 CORNER OF SAID SECTION 23; THENCE N89°36'48"W 661.49 FEET TO THE C-W-E 1/64 CORNER OF SAID SECTION 23; THENCE N00°05'20"W 1299.63 FEET TO THE C-W-SE 1/64 CORNER OF SAID SECTION 23; THENCE S89°37'05"W 662.13 FEET TO THE C-N 1/16 CORNER OF SAID SECTION 23; THENCE N00°07'06"W 1290.76 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 23 AND 14; THENCE NORTH, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14, 1540 FEET, MORE OR LESS, TO THE THREAD OF THE WILLIAMSON RIVER, SAID POINT ALSO BEING ON THE BOUNDARY OF PARCEL 2 OF "LAND PARTITION 63-07"; THENCE, ALONG THE BOUNDARY OF SAID PARCEL 2, THE FOLLOWING COURSES, SOUTHEASTERLY, ALONG THE THREAD OF THE WILLIAMSON RIVER, 2620 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE EXTENSION OF AN EXISTING FENCE LINE; N68°00'15"E, ALONG THE SAID FENCE LINE AND ITS EXTENSION, 1676 FEET, MORE OR LESS, TO AN ANGLE POINT IN THE SAID FENCE LINE; S89°27'38"E, ALONG THE EXISTING FENCE LINE, 4000.29 FEET TO AN ANGLE POINT IN THE SAID FENCE LINE; N50°10'21"E, ALONG THE SAID FENCE LINE, 206.01 FEET TO AN ANGLE POINT IN THE SAID FENCE LINE; N57°04'57"E, ALONG THE SAID FENCE LINE, 183.63 FEET TO AN ANGLE POINT IN THE SAID FENCE LINE AND N25°24'18"E, ALONG THE SAID FENCE LINE, 1179.97 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL 1 OF "LAND PARTITION 66-97"; THENCE EAST, ALONG THE SAID SOUTH BOUNDARY, 3208.41 FEET TO A POINT ON THE NORTH- SOUTH CENTERLINE OF SAID SECTION 18, FROM WHICH THE CENTER 1/4 CORNER OF SAID SECTION 18 BEARS N00°08'00"E 1260 FEET; THENCE S00°08'00"W, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 1380 FEET, MORE OR LESS, TO THE 1/4 CORNER COMMON TO SAID SECTIONS 18 AND 19; THENCE S89°50'12"W 2649.46 FEET TO THE POINT OF BEGINNING WITH BEARINGS BASED ON THE PLAT OF SAID "LAND PARTITION 26-10" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.

EXCEPTING THEREFROM, A PARCEL OF LAND SITUATED IN THE SE1/4 SE1/4 OF SECTION 13, T30S, R10EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 100 FEET; THENCE WEST 100 FEET; THENCE SOUTH 100 FEET; THENCE EAST 100 FEET TO THE POINT OF BEGINNING.

Parcel 2 being more particularly described as follows:

THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 30 SOUTH, RANGE 10 EAST, OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL B:

Parcel 3 of Land Partition 25-96, situated in the SW1/4 of Section 18, the W1/2 of Section 19, Township 30 South, Range 11 East and the E1/2 of Section 23, S1/2 of Sections 13 and 14 and the W1/2 and NE1/4 of Section 24, Township 30 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING FROM said Parcel 3 of Land Partition 25-96 the NE1/4 of the SW1/4 of Section 19, Township 30 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, conveyed to R. Raymond Royse and Jessie P. Royse, Trustees under the Royse Loving Trust dated July 27, 1992, by Warranty Deed recorded June 30, 2000 in Volume M00, page 24239, Microfilm Records of Klamath County, Oregon.

TOGETHER WITH an easement for vehicular and public utility access as created by instrument recorded January 6, 1997 in Volume M97, page 239 and re-recorded January 23, 1997 in Volume M97, page 2057, Microfilm Records of Klamath County, Oregon.

PARCEL C:

The SE1/4 of Section 18, Township 30 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL D:

Government Lot 3 of Section 19, Township 30 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL E:

NE1/4 of the SW1/4 of Section 19, Township 30 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Parcel 3 of Land Partition 25-96 situated in the SW1/4 of Section 18, the W1/2 of Section 19, Township 30 South, Range 11 East of the Willamette Meridian and the E1/2 of Section 23, S1/2 of Sections 13 and 14 and the W1/2 and NE1/4 of Section 24, Township 30 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.