

Oregon Water Resources Department 725 Summer Street NE, Suite A Salem Oregon 97301-1266 (503) 986-0900 www.wrd.state.or.us

Certificate of Water Right Ownership Update

NOTICE TO SELLERS & BUYERS:

By law, all water belongs to the public (ORS 537.110). In almost every instance, a permit or water right certificate from the Water Resources Department is needed before using, diverting or storing water (ORS 537.130). However, most domestic wells do not require water rights. A certificate of water right stays with the land. In order to keep track of water right ownership, the Department requests that this form be submitted to the Department. *If for multiple rights, a separate form for each right will be required.*

Water that has been used for a long time in one place or that involves a water structure (like a dam) that already exists is no guarantee that there is a water right which would allow the water use to continue.

If you have any questions about this form or water right requirements, please contact your local watermaster or call the Water Resources Department at 503-986-0900.

Note: Please type or print legibly when filling in the following information. Use additional paper if necessary.

PR	OPERTY SELLER INFORMATION	
Applicant(s): Ronand Lisa	Cole	
Mailing Address: <u>61682</u> Break	sken Top Drive	Last
Bend	Or	97702
City Phone:	541 617-8658	RECONVED BY ON AD
Home	WORK ROPERTY BUYER INFORMATION	
T 0		MAR 2 0 2014
Applicant(s): <u>First</u>	Hle (o, Unc.	Last
Mailing Address: <u>P.O. Box</u>	487	SALEM, OR
Chiloanin	Or	97624
City	State	Zip
Phone:	- <u>661342-5758</u>	Other
PROPERTY DE	SCRIPTION (attach additional pages	
	hip: <u>Chikquin</u> Range: <u>Ree a</u>	
Tax Lot Number(s): <u>Set Dec</u>	d of Trust	······
Street address of water right property:	10550, 10560, 1057	O WIIIIamson River Rd
Water Right Information (attach copy of	of water right permit or certificate & final p	proof map): 36515
	Permit #: <u>See GT</u> Certif	icate or Page #: <u>See at</u>
Will all the lands associated with this	water right be owned by the buyer? \triangleright	Yes (No
Name of individual completing this for	orm: David Thompson	Phone: <u>[p6/342-575</u> 8] 3/13/14
Signature: 10	Date: _	0/15/17
Please be sure to attach a	copy of your property deed or legal	description of the property.

Rev. September 2008

Ownership Update WTR

94679-61 MTC

After Recording Return to: Farm Credit Services - Klamath Falls 300 Klamath Avenue, Suite 200 Klamath Falls, OR 97601.

Customer/Note No: 077849-441-999-99

Deed of Trust

THIS DEED OF TRUST IS ALSO INTENDED TO BE A FIXTURE FILING.

On October 8, 2012, Famoso Cattle Co., Inc, a Corporation and David L. Thompson and Cynthia E. Thompson, a married couple, hereinafter called Grantors, whose address is

PO Box 487 Chiloquin, OR 97624

grant, convey, warrant, transfer and assign to AmeriTitle, a corporation, hereinafter called Trustee, whose address is 300 Klamath Avenue, PO Box 5017, Klamath Falls, Oregon 97601, in trust with power of sale for the benefit of Northwest Farm Credit Services, FLCA, 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 Klamath County(ies), State of Oregon, more particularly described as follows (the "Land"):

PARCEL 1:

T

That portion of the SW1/4 of Section 24, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, Lying Northeast of the center thread of Sprague River.

PARCEL 2:

The East 1/2 of the West 1/2 of the NW1/4; the West 1/2 of the East 1/2 of the NW1/4; the North 1/2 of the SW1/4 of Section 19, Township 34 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

The North 1/2 of the SE1/4; the South 1/2 of the NE1/4; and the South 1/2 of the NW1/4 of Section 24, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No.	<u>Key No.</u>	Code No.	RECEIVED BY OWRD
3408-00000-02000-000	206501	117	
3408-00000-02000-000	883342	008	MAR 2 0 2014
3408-00000-02100-000	206529	008	MAR 2 V 2014
3409-01900-00300-000	210649	117	
3409-01900-00300-000	883450	008	SALEM, OR
3409-01900-00900-000	210658	117;	

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; Deed of Trust (077849-441-999-99)

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94679-65 MTC

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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 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 to Grantors 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, and payment of the indebtedness under the terms of the Note(s) made by Grantors 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
October 8, 2012	\$672,050.00	November 1, 2027

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

Deed of Trust (077849-441-999-99)

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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 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

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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

Deed of Trust (077849-441-999-99) 4

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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.
- 24. That Grantors warrant that the state of formation is the State of California; 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.

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.

Deed of Trust (077849-441-999-99)

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Famoso Cattle Co., Inc, a Corporation

By: 10% David L. Thompson, President

By: Cunthias Monipor Cynthia E. Thompson, Secretary

David L. Thompson

inth Cynthia E. Thompson

STATE OF Orlgon County of Klamath

STATE OF OYLAN

County of

County of

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SALEM, OR

day of October On this 8^{TN} day of 0 Cto ber, 3013, before me personally appeared David L. Thompson, known to me to be the President of the Corporation that executed the within instrument, and acknowledged to me that such corporation, Famoso Cattle Co., Inc, executed the same as its free act and deed; and on oath stated that he/she was authorized to execute said instrument.

OFFICIAL SEAL CHERICE F TREASURE NOTARY PUBLIC- OREGON COMMISSION NO. 468299 MISSION EXPIRES JUNE 17, 201

)ss.

Cherice F Treasu Printed name Notary Public for the State of Residing at Klamath Oreasy Cours My commission expires _ 4185 1713

8th day of October , 2012, before me personally appeared Cynthia E. Thompson, On this known to me to be the Secretary of the Corporation that executed the within instrument, and acknowledged to me that such corporation, Famoso Cattle Co., Inc, executed the same as its free act and deed; and on oath stated that he/she was authorized to execute said instrument.



Cherice J. Neusure
Printed name Cheriu F. Treasure
Notary Public for the State of Ureion
Residing at Klamath Construction
My commission expires 6 17 20160

Deed of Trust (077849-441-999-99)

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)ss. County of day of OCTOBER , <u>3013</u>, before me personally appeared David L. Thompson, On this known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.

OFFICIAL SEAL CHERICE F TREASURE NOTARY PUBLIC- OREGON COMMISSION NO. 468299 MISSION EXPIRES JUNE 17, 2016

STATE OF UY

STATE OF)ss. County of

Cherice D. Treasure
Printed name Churill F. Treasure
Notary Public for the State of Oregon Residing at Klamath County
Residing at Klamath County
My commission expires 417 2014

On this 8^{m} day of 000 be., 300, before me personally appeared Cynthia E. Thompson, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Cher	~	· · ·	lasu	
Printed name	Cheriu	UF.T	reusu	re
Notary Public	c for the Sta	te of <u>O</u>	regon	
Residing at _	Klano	th C	purt	y.
My commiss			19016	0

Beneficiary acknowledges that this deed of trust is subject to a security interest in favor of CoBank, ACB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Beneficiary and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Beneficiary to Bank, provided that pursuant to such agreements and assignments Beneficiary has authority to perform all loan servicing and collection actions and activities hereunder, including without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this deed of trust until the Bank, by instrument recorded in the office in which this deed of trust is recorded, revokes such authority.

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SALEM, OR

Deed of Trust (077849-441-999-99) 7 Legal Description

Parcel 1:

That portion of the SW1/4 of Section 24, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, Lying Northeast of the center thread of Sprague River.

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SALEM, OR

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NAME AND A DESCRIPTION OF A DESCRIPTION OF A DESCRIPTION OF A DESCRIPTIONO		
	STATE OF OREGON	
	COUNTY OF FLAMATE	
-0	CERTIFICATE OF WATER RIGHT	
	This Is to Certify, The FLOYD W. and JESSIE L. RESCOCK	
	of Chiloquin , State of Oregon , has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Sprague River	
	a tribulary of Williamson River for the purpose of irrigation of 196.7 arres	
	under Permit No. 28627 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregan; that the priority of the right hereby confirmed dates from July 5, 1962	
	that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforetaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 4.92 studie foot per second	
•	or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the MBH GBH, Beotion 24, T. 34 S., R. 8 E., W. N. and Lot 3 (NHH SHH), Section 19, T. 34 S., R. 9 E., W. N. Diversion points located below: The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to ano-fortioth of one cubic foot per second per days, or the againvalant for anoh acro irrigated and chall be Author limited	
	to a diversion of not to exceed 3 sere foot per sors for each sere irrigated during the irrigation season of each year; and shall conform to such reasonable rotation system as may be ordered by the proper state officer. A description of the place of use under the right hereby confirmed, and to which such right is	
-	appurtenent, is as follows: 25.0 neron SH2 M82 5.4 noras SE2 M82 3.6 neros SH2 M82 3.6 neros SH2 M82 3.7 neros SH2 3.6 noros SH2 3.6 noros M82 3.6 n	
	Diversion points located: 2060 fact South and 4300 fest East; 2090 fact South and 5060 feet East; 1880 fact South and 6460 feet East; all from NN Corner; SW1 NN2, Section 24, T. 34 S., R. 8 R., W. M.	
	The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.	
	WITNESS the signature of the State Engineer, affized	
	this date. Fobruary 10, 1970	
•	CHRIS L. VHEELER State Engineer	
•	Recorded in State Record of Water Right Certificates, Volume 28, page 36515	
میں وہ میں وہ میں وہ براہ میں وہ میں وہ میں وہ براہ میں اور		

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