c. Buried Steel Pipelines

1) River Penstock
10,320' - 36"
5,640' - 30"

2) River System Branch Mainlines:
6,102' - 24"
4,080' - 20"
9,344' - 16"
6,370' - 14"

3) Submains and Circle Laterals:
20,490' - 12"
13,435' - 10"
16,335' - 8"
1,765' - 6"
1,840' - 4"

SHOP EQUIPMENT

Kalamazoo Band Saw
Duracraft Drill Press
3 H.P. Baldor Grinder
8 Ton Press
1,000 lb. Blackhawk Transmission Jack
Lincoln 250 Welder
Welder Table with Vise
Anvil
Truck Wheel Puller
Overhead 2T Lift
Whitco Steam Cleaner
Motor Stand
Small Table
1 Ton Blackhawk Boomer
4 Ton Blackhawk Pickup Jack
Battery Charger
1.5 Ton Blackhawk Floor Jack
1.5 Ton Napa Floor Jack
3 Wood Cabinets
Wayne 2 Cyl Air Compressor, Serial # N 515920 with 100 gallon tank & 15 H.P., G.E. Motor #KE 1412444
12 Fertilizer Pumps & Fertilizer Tanks

Description	Size	Roof	Construction
Office Building	24'x24'	Metal	Frame
Shed with/Dipping Tank	40'x60'	Comp.	Steel Pole w/36'x24' Extention
Dipping Tank, Settlement Tank, Pump & Fixtures			
Shop	24'x40'	Metal	Frame
Pump Shed	10'x18'	Metal	Frame
1-Mobile Home	12'x70'		

(1974 Van Dyke, Serial #123364, single wide)
1-Fairbanks 60,000 lb. Beam Scale # G0927507 LX
2-Truck Loading Chutes (Steel), Sorting & Handling Pens
5,000 ft. of 5 & 6 Cable Corrals, plus attached, Steel Gates
1,000 ft. of Concrete Feed Banks
2,000 sq. ft. of Concrete Slurry Pit and 10,000 sq. ft. concrete unloading area with: 6'' Slurry Pump 5 H.P. Lincoln #871566; 400 Gallon Storage Tank; 2,000 Gallon Storage Tank
Concrete Apron (70,000 sq. ft.); 8,000 sq. ft. three sided storage 425' of side walls for open storage
30-Feed Bunks

Headquarters

Type	Size	Roof	Construction
Office	48' X 60'	Metal	Metal
Shop	60' X 96'	Metal	Metal
Scale House	14' X 24'	Metal	Wood Frame
Truck Scale	60ft.	-	Metal
Quonset	65' X 350'	Metal	Wood Frame
Quonset	65' X 200'	Metal	Wood Frame
Supply Storage	24' X 38'	Metal	Metal
16 Storage Tanks	193,000 gallons (Ttl. Capacity)	Metal	Metal

Fuel Pumps (elec.) and buried storage tanks (10,000 gallon gas 10,000 gal. diesel)

FINANCING STATEMENT

All of the Debtor's right, title and interest now owned or hereafter acquired in and to the following property (hereinafter collectively referred to as ''Collateral''):

(a) Any and all property affixed to the Land and/or located upon or within the Improvements which are so related to the land that an interest in such property arises under applicable real estate or real property law, including, without limitation, any Improvements and/or any items set forth in the Inventory which become so related or attached to the Land (the ''Fixtures'').

(b) The following personal property (other than Fixtures) now or hereafter located in, upon or about or collected or used in connection with the Property, together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor, and the cash and noncash products and proceeds thereof including, without limitation: all property listed in the Inventory, the Easement Agreements, the Agreements, all Leases and contracts related to or pertaining to the Property and any and all guaranties thereof, all Lease Security relating to such Leases, all causes of action and recoveries now or hereafter existing for any loss or diminution in value of the Property, all other tangible and intangible property and rights relating to the Property or its operation, or to be used in connection with the Property, including, but not limited to all agreements, licenses, governmental authorizations or permits pertaining to the Property or the development, ownership, management or operation thereof, all trademarks, service marks, designs, logos, names or similar identifications pertaining to the Property or under which the Property may be known or operated whether registered or unregistered, and all rights to carry on business under such names, and any related goodwill associated in any way with the such names or the Property, and all accounts, contract rights and general intangibles (including any rents, issues, profits, insurance proceeds and condemnation awards or compensation) arising out of or incident to the ownership, development or operation of the Property encumbered hereby and all construction materials and supplies, leasehold interests in personal property, and all water stock relating to, and all water rights appurtenant to the property, contractural rights for the use of water (to the extent such rights are assignable), drainage rights, and rights to receive or transport water to, the Property, including, without limitation, any right to receive water or subsidies with respect to the price thereof under any contract with, or program administered by, the State of Oregon Department of Water Resources or the Bureau of Reclamation.

(c) All (i) building improvements and fixtures now or hereafter located on the land, including without limitation, all buildings, houses, sheds, warehouses, storage facilities and other buildings; (ii) all irrigation and drainage equipment located on or used in connection with the Land, including without limitation, reservoirs, wells, pumps, pipe ing stations, motors, engines, gearheads, sprinklers, drip irrigation systems, tow lines, hand lines, irrigation pipe, drainage pipe, flumes, central pivots, culverts and well casings; (iii) all enclosures of the Land or any part thereof, including, without limitation, fences, gates, shuts, posts, poles, barbed wire and electric wire; (iv) all crop protection equipment and apparatus located on or used in connection with the Land; (v) all electric, gas and water lines and equipment located on the Land, including, without limitation, transformers, circuit breakers, switch boxes, fuse and breaker panels, regulators, cut on/off valves, wiring and pipe; and (d) Any and all of the products and proceeds of the foregoing.

Definitions: As used herein, the following terms shall have the following meanings relating to such loan;

Agreements: Any and all agreements, contracts, supply contracts, reports, surveys, maintenance agreements, purchase contracts, and governmental approvals whatsoever pertaining to the operation of the Property, as the same may be amended or otherwise modified from time to time.

Easement Agreements: Any and all ingress or egress easements or agreements, reciprocal easements or operating agreements or other appurtenances, easements or real property rights or interests relating to the Land, whether now owned or hereafter acquired, including, without limitation, the Tract D Easements (as hereinafter defined).

Inventory: The description of personal property attached hereto as Exhibit B

Land: That certain real property located in the County of Morrow, Oregon as more particularly described on Exhibit A attached hereto.

Leases: Any and all leasehold interests, including subleases and tenancies following attornment, including, without limitation,the Western Lease (as hereinafter defined), and all license agreements and other occupancy or use agreements (whether oral or written), now or hereafter affecting or covering any part of the Property, and all options therefore, amendments thereto and renewals, modifications and guarantees thereof, together with all rents, royalties, issues, profits, revenues, income and other benefits of the Property arising at any time from or under such Leases (including, without limitation, after the filing of any petition under any present or future Federal or state bankruptcy or similar law) from the use or enjoyment thereof or from the Leases, including, without limitation, any and all security or other benefits granted in favor of the landlord thereunder to secure the performance of the tenant's obligations thereunder (including, without limitation, any and all of the following so serving as security or collateral (collectively, the ''Lease Security''): (i) all crops now or hereafter grown or growing on the Land, and all crops and farm products now or hereafter generated by the land (whether Fructus Naturales or Fructus Industriales (Emblements), including, all such crops and farm products now or hereafter harvested and/or severed from the Land, whteher or not then stored on the Land, (ii) all crop allotments and rights to crop bases as designated, assigned or approved by the United States Department of Agriculture, the Commodity Credit Corporation, the Agricultural Stabilization and Conservation Service, or any other governmental agency or department, whether federal, state or local, any and all entitlements of Grantor, rights of Grantor (including, without limitation, the right to receive, directly or indirectly, payments whether in cash, such as deficiency payments as provided for in 7 C F B Section 1413, in kind or otherwise) under any contract or program or agreement with the United States Departments of Agriculture, the Commodity Credit Corporation, the Agricultural Stabilization and Conservation Service, or any other governmental agency or department (whether federal, state or local), relating to the Property including without limitation, the Conservation Reserve Program, or the development, ownership, management or operation thereof), (iii) any statutory landlord's lien, (iv) any cash or securities, (v) any crop products, and/or (vi) any other collateral or security deposited under such leases.

Loan Documents: All documents evidencing, securing or relating to the loan made by secured party to debtor, the payment of the indebtedness or the performance of the obligations relating to such loan

Property: The Land; the Personalty; all estate, title, interests, title reversion rights, rents, increases, rights of way or uses, additions, accretions, servitudes, gaps, gores, liberties, privileges relating to the Land and all rights and privileges thereof, including, without limitation, all minerals, oil, gas and other hydrocarbon substances thereon or therein, all rights, water rights (whether riparian, appropriative, or pursuant to state or federal entitlements or allotments, or otherwise and whether or not appurtenant, including, without limitation, all the rights to the use of water for irrigating said Land and for domestic use theron to which Debtor, or the Land hereby conveyed, is now or may hereafter become entitled, or which now are or may hereafter be used on said Land, however the same may be evidenced, and together with all shares or stock or shares of water in any ditch or irrigation company which in any manner entitles Debtor to water for irrigating or domestic services upon said Land), water courses, alleys, streets, passages, ways, vaults, adjoining strips of ground, licenses, tenements, franchises hereditaments, rights, appurtenances and easements, now or hereafter owned by Debtor and existing, belonging or appertaining to the Land, all claims or demands whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy and all estate, right, title and interest of Debtor in and to all streets, roads and public places, opened or proposed, now or hereafter used in connection with, existing, belonging or appertaining to, the Land; all Improvements; all Fixtures, whether now or hereafter installed, being hereby declared to be for all purposes of this Deed of Trust a part of the Land; all Easement Agreements and all other rights of ingress, egress, reciprocal agreements and other appurtenances relating to the Land, the Leases and the Rents and Proceeds, whether by sale or otherwise.

Rents and Proceeds: All rents, royalties, revenues, issues, profits, proceeds (including, without limitation proceeds from the sale of all or any portion of the Property or interest therein) and other income from the Property or the Leases (including, without limitation, any and all Lease Security).

Tract D Easements: That certain utility easement and easement for ingress or egress formerly described as Tract D, Parcels 1 and 2.

Western Leases: That certain Lease dated as of November 11, 1993 by and between Grantor, as landlord, and Western Empires Corporation, as tenant.

DEBTOR: LOGAN FARMS, INC., an Oregon corporation

SECURED PARTY: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA New Jersey corporation.

Schedule Two

TO FINANCING STATEMENT STANDARD FORM UCC-1 LOGAN FARMS, Inc., an Oregon corporation

By: Dennis B Logan
President

SCHEDULE A

TO

FINANCING STATEMENT

All of Debtor's interest in (1) irrigation, frost protection and drainage equipment of any kind or nature whatsoever, which is or will be placed upon, or is used in connection with, the maintenance, use, occupancy or enjoyment of the realty described below (the ''Property''), including, without limitation, all trellises, pumps, sprinkler systems, pumping stations, motors, engines, reservoirs, pipes, flumes, central pivots or other equipment now or hereafter used for the production of water thereon or for the irrigation or drainage thereof, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof, including without limitation, the items listed on Schedules B-1 and B-2 attached hereto; and (2) all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the Property together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenues, income and other benefits of the Property arising at any time (including without limitation, after the filing of any petition under any present or future Federal or state bankruptcy or similar law) from the use or enjoyment thereof or from said leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be hold until the expiration of the terms of said leases or applied to one or more of the installments of rent coming due, additional, percentage, participation and other rentals, and deposits.

STATE OF OREGON County of Morrow

I hereby certify that the within instrument was received for record on 7-18-94 at 3:30 p.m. and assigned 43155 in the Microfilm Records of said County.

Witness My Hand and Seal of County Affixed

Barbara Bloodsworth
County Clerk
By Shirley McCarl
Deputy

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:

Four Million, Nine Hundred Thousand Dollars (4.9 Million) By reason of said default the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to-wit:

Four Million Nine Hundred Thousand (4.9 Million), plus Eight Thousand One Hundred Five Dollars ($8,105.00) for a foreclosure report, One Hundred Seventy Two Dollars ($172.00) for a UCC search, and all additional attorney and trustee fees, costs and expenses incurred.

WHEREFORE, notice hereby is given that the undersigned trustee will on November 30, 1994, at the hour of 11 o'clock, A.M., in accord with the standard of time established by ORS 187.110, at the front entrance of the Morrow County Courthouse in the City of Heppner, County of Morrow, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real/and personal property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with the trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word ''grantor'' includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words ''trustee'' and ''beneficiary'' include their respective successors in interest, if any.

DATED July 20, 1994

State of Oregon, County of Multnomah.

I, the undersigned, certify that I am the attorney or one of the attorneys for the above named trustee and that the foregoing is a complete and exact copy of the original trustee's notice of sale.

Lucy E. Kivel
Attorney for said Trustee

Published: October 5, 12, 19 and 27, 1994