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	COLUMBIA PLYWOOD (CORPORATION		
	2300 S. W. First	Avenue, Portland, O	regon 97201	Mortgago
United States National Ba	ink of Oregon, Mortgagee	Main		Addres Branc
PO Box	4412, Portland, Orego	on 97208		Addres
The Bank has loaned	<u>Columbia Corporatio</u>	on and Columbia Plyw	ood Corporation	* (Borrowe
1700 000 00	nousand and 00/100			
mortgage, under which th	at the payment of principal on	d interest is due on or before	g to the terms of a promissory note day July 1, 1976	مستحل والتكال تحقيدكم المسجع
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micrest mat me bank may	In its discretion loan to Borrowe Mortgagor as permitted under th	er or Mortagaor under this mo	rigage, and (c) any sums paid or advar	nced by the Bank t
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on the terms set out below	the following property in	of all obligations of Mortgago Klamath	r under this mortgage, Mortgagor mor	rtgages to the Banl
ALL LUCIUS LISCED	ON EXHIDIC A ACCACHE	EXHIBIT A	s reference made a part h	nereof.
à chiến thế		EARIDII A	• •	1. S.
and the second secon	To Mortgage	dated <u>September</u>	29, 1972 by and	
	Between COLU	MBIA PLYWOOD CORPOR	ATION, Mortgagor, and OF OREGON, Mortgagee	

The following described real property in Klamath County, Oregon:

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PARCEL NO. 1: All that part of Lot 1 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Commencing at the intersection of the center line of the railway of the Great Northern Railway Company as now located and constructed with the Southerly boundary of said Lot 1 at a point distant 220.7 feat Easterly from the Southwest corner of said Lot 1; thence Northeastorly along the said center line 330.2 feet; thence Northwesterly perpendicularly to the said center line 9 feet to the true point of beginning; thence continue Northwesterly along the last described course 52 feet, more or less, to an intersection with the Northeasterly boundary of the right-of-way of the Klamath Falls-Weed Highway as described in a grant of easement dated November 22, 1935, from the Great Northern Railway Company to Klamath County, Oregon; thence Northwesterly along the said Northeasterly boundary to an intersection with the Westerly boundary of said Lot 1; thence Northerly along the said Westerly boundary of said Lot 1 to the Northwest corner of said Lot; thence Easterly along the Northerly boundary of said Lot 751.3 feet, more or less, to a point distant 9 feet Northwesterly at right angles from the center line of railway; thence Southwesterly parallel to the said center line and 9 feet Northwesterly therefrom to the true point of beginning.

PARCEL NO. 2: All that part of Lot 1 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northwest corner of said Lot 1, thence South 89° 27' East along the North line of said Lot 736.7 feet; thence South 24° 00' East 51.08 feet, more or less, to a point 26.5 feet distant Southeasterly measured at right angles, from the center line of the right-of-way of the Great Northern Railway Company, as 'now located and constructed, being the true point of beginning of this description; thence continuing South 24° 00' East 424 feet. more or less, to the low water mark on the Northwesterly bank of the Klamath River; thence Southwesterly along said River Bank to the South line of said Lot 1; thence North 89° 19' West along said South line 129.5 feet, more or less, to a point 26.5 feet distant Southeasterly measured at right angles from the center line of said railway, as now located and constructed; thence Northeasterly parallel with said center line and 26.5 feet distant therefrom to the true point of beginning.

PARCEL NO. 3: Beginning at the corner common to Sections 7, 8, 17, and 18, of Township 39 South, Range 9 East of the Willamette Meridian, thence South 0° 54' 30" West, 679.9 feet; thence South 41° 31' West, 875.9 feet; thence South 24° 00' East, 43.96 feet to the true point of beginning of this description; thence South 24° 00' East 431.13 feet; thence North 63° 55' East, 92.5 feet; thence North 27° 14' West, 458.8 feet; thence South 41° 31' West, 73.1 feet to the true point of beginning, being a portion of Section 18, Township 39 South, Range 9 East, Willamette Meridian, in Klamath County, Oregon.

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All furnishings, fixtures and equipment owned by the Mortgagor and now installed or to be installed on the above described real property, together with all additions, substitutions and replacements thereof, and the Mortgagor will, upon request, execute a further Security Agreement or mortgage on all of such after-acquired property in terms similar to these presents, to the intent that all such after-acquired property shall

be effectively held as security for the payment of the debt hereby secured.

together with all appurtenances, all existing or subsequently erected or affixed improvements or fixtures, and all equipment, furnishings and other articles of personal property now or subsequently located on or used in connection with the property, all of which is collectively referred to as the Property.

1. Possession and Maintenance of the Property.

1.1 Until in default, Mortgagor shall remain in possession and control of the Property and to the extent that the Property consists of commercial improvements shall be free to operate and manage the Property and receive the proceeds of operation. The Property shall be maintained in good condition at all times, Mortgagor shall promptly make all necessary repairs, replacements and renewals so that the value of the Property shall be maintained, and Mortagaor shall not commit or permit any waste on the Property. Mortgager shall comply with all laws, ordi-nances, regulations and private restrictions affecting the Property.

1.2 To the extent that the Property constitutes commercial property or a farm or orchard, Mortgagor shall operate the Property in such manner as to prevent deterioration of the land and improvements including fences, except for reasonable wear and tear from proper use, and to the extent that the land is under cultivation, shall cultivate or other wise operate the Property according to good husbandry.

1.3 Mortgagor shall not demolish or remove any improvement from the Property without the written consent of Bank.

Completion of Construction. 2.

If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any improve-ment on the Property, the improvement shall be completed on or before six months from the date of this mortgage and Mortgagor shall pay in full all costs and expenses in connection with the work.

3. Taxes and Liens.

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3.1 Mortgagor shall pay before they become delinquent all taxes and assessments levied against or on account of the Property, and shall

pay as due all claims for work done on or for services rendered or material furnished to the Property. Mortgagor shall maintain the Prop-erty free of any liens having priority over or equal to the interest of the Bank under this mortgage, except for the lien of taxes and assessments not delinquent and except as otherwise provided in 3.2.

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3.2 Mortgagor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as the Bank's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Mortgagor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Mortgagor has notice of the filing, secure the discharge of the lien or deposit with the Bank cash or a sufficient corporate surely bond or other security satisfactory to the Bank in an amount sufficient to discharge the lien plus any costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien.

3.3 The assessor or tax collector of the county in which the Property is located is authorized to deliver to the Bank a written statement of the property taxes assessed or owing at any time.

4. Insurance.

4.1 Mortgagor shall carry such insurance as the Bank may reason ably require. This shall include insurance on the Property against fire, additional risks covered by a standard endorsement for extended coverage, and such other risks as may be specified by the Bank including without limitation war risks. Insurance on the Property shall be carried companies and under policies approved by the Bank and shall be for an amount equal to the remaining unpaid portion of the Indebted-ness or the full insurable value of the Property, whichever is less, and an amount sufficient to comply with any co-insurance provision in any policy.

4.2 All policies of insurance on the Property shall bear an endorsement in a form satisfactory to the Bank making loss payable to the Bank and shall be deposited with the Bank, in the event of loss, Mortgagor shall immediately notify the Bank, who may make proof of loss if it is

*Insert "Mortgagor" or the name of the borrower if different from the Mortgagor.

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not made promptly by Mortgagor. Proceeds shall be paid directly to the Bank who may compromise with any insurance company and make a final settlement which shall be binding upon Mortgagor. The Bank may, at its election, apply the proceeds to the reduction of the Indebt edness or the restoration or repair of the Property.

4.3 At least 30 days prior to the expiration of any policy, a satisfactory renewal or substitute policy shall be secured by Mortgagor.

5. Reserves; Mortgage Insurance Premiums,

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5.1 The Bank may require Mortgagor to maintain reserves for pay-ment of taxes (including special assessments and other charges against the Property by governmental or quasi-governmental bodies) or premiums on insurance or both. The reserves shall be created by payment each month to the Bank of an amount determined by the Bank to be sufficient to produce, at least 30 days before they are due, amounts equal to or in excess of the taxes or insurance premiums to be paid. If at the time that payments are to be made the reserve for either taxes or insurance premiums is insufficient, Mortgagor shall upon demand pay such additional sum as the Bank shall determine to be necessary to cover the required payment. The Bank may from time to time establish reasonable service charges for the collection and payment of taxes or insurance premiums or both.

5.2 If the Bank carries insurance covering the repayment of all or any part of the Indebtedness, the premiums for such insurance shall be paid by Mortgagor, and the Bank may require Mortgagor to maintain a reserve for such purpose in the same manner as for taxes and insurance.

5.3 If Mortgagor desires to carry a package plan of insurance that includes coverage in addition to that required under this mortgage, the Bank may at its option establish and administer a reserve for that purpose. In such event the premium attributable to the required insurance coverage shall be quoted separately, and the Bank may permit Mortgagor to furnish a certificate of insurance rather than deposit the policy as required in 4.2. If at any time the Bank holds an insufficient amount in the insurance reserve to cover the premium for the entire package policy, the Bank may, at its discretion, pay only that portion of the premium attributable to the required insurance coverage. If the blanket policy does not permit such partial payment, the Bank may use the reserve funds for the premium on a new, separate policy providing the required insurance coverage and allow the package policy to lapse

6. Expenditures by the Bank.

If Mortgagor shall fail to comply with any provision of this mortgage, the Bank may, at its option, on Mortgagor's behalf take the required action and any amount that it expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest at the rate of ten percent per annum from the date of expenditure. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which the Bank may be entitled on account of the default, and the Bank shall not by taking the required action cure the default so as to bar it from any remedy that it otherwise would have had.

7. Late Payment Penalty,

If any payment under the note is late by 15 days or more, the Bank may charge a penalty up to two cents for each dollar of payment so in arrears to cover the extra expense involved in handling delinquent payments. Collection of a late payment charge shall not constitute a waiver of or prejudice the Bank's right to pursue any other right or remedy available on account of the delinquency.

8. Warranty; Defense of Title.

8.1 Mortgagor warrants that he holds merchantable title to the Property in fee simple free of all encumbrances other than those enumerated in the title policy, if any, issued for the benefit of the Bank in connection with this transaction and accepted by the Bank.

8.2 Subject to the exceptions in 8.1 above, Mortgagor warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of the Bank under this mortgage, Borrower shall defend the action at his expense.

9. Condemnation.

9.1 If all or any part of the Property is condemned, the Bank may at its election require that all or any portion of the net proceeds of the award be applied on the Indebtedness. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgagor and the Bank in connection with the condemnation,

9.2 If any proceedings in condemnation are filed, Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award.

10. Imposition of Tax by State.

10.1 The following shall constitute state taxes to which this paraaraph applies:

(a) A specific tax upon mortgages or upon all or any part of the Indebtedness secured by a mortgage. (b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments.

on the mortgage.

(c) A tax on mortgaged premises chargeable against the mortgagee or the holder of the note secured. (d) A specific tax on all or any portion of the Indebtedness

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or on payments of principal and interest made by a mortgagor.

10.2 If any state tax to which this paragraph applies is enacted subsequent to the date of this mortgage, this shall have the same effect as a default, and the Bank may exercise any or all of the remedies available to it in the event of a default unless the following conditions are

met: (a) Mortgagor may lawfully pay the tax or charge imposed by the state lax, and

(b) Mortgagor pays or offers to pay the tax or charge within 30 days after notice from the Bank that the tax law has been enacted

Transfer by Mortgagor.

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11.1 Mortgagor shall not, without the prior written consent of the Bank, transfer Mortgagor's interest in the Property, whether or not the transfere assumes or agrees to pay the Indebtedness. If Mortgagor or a prospective transferee applies to the Bank for consent to such a trans-action, the Bank may require such information concerning the transferee as would normally be required from a new loan applicant. The Bank shall not unreasonably withhold its consent.

11.2 As a condition of its consent to any transfer, the Bank may its discretion impose a service charge not exceeding one percent of the original amount of the Indebtedness, and may increase the interest rate of the Indebtedness by not more than one percent per annum and adjust the monthly payment.

11.3 No transfer by Mortgagor shall relieve Mortgagor of liability for payment of the Indebtedness. Following a transfer, the Bank may agree to any extension of time for payment or modification of the terms of this mortgage or the promissory note or waive any right or remedy under this mortgage or the promissory note without relieving Mortgagor from liability. Mortgagor waives notice, presentment and protest with respect to the Indebtedness.

12. Security Agreement; Financing Statements.

12.1 This instrument shall constitute a security agreement with respect to any personal property included within the description of the

12.2 Mortagoor shall join with the Bank in executing one or more financing statements under the Uniform Commercial Code and shall file the statement at Mortgagor's expense in all public offices where filing is required to parfect the sociarity interest of the Bank in any personal property under the Uniform Commercial Code.

13. Release on Full Performance.

If Mortgagor pays all of the Indebtedness when due and otherwise performs all of its obligations under this mortgage and the note, the Sank shall execute and deliver to Mortgagor a suitable release and satisfaction of this mortgage and suitable statements of termination of any financing statements on file evidencing the Bank's security interest in personal property.

14. Default.

The following shall constitute events of default:

14.1 Failure of Mortgagor to pay any portion of the Indebtedness when it is due.

14.2 Failure of Mortgagor within the time required by this mortgage to make any payment for taxes, insurance, or mortgage insurance remiums or for reserves for such payments, or any payment necessary to prevent filing of or discharge any lien.

14.3 Failure of Mortgagor to perform any other obligation under this mortgage within 20 days after receipt of written notice from the Bank specifying the failure.

15. Rights and Remedies on Default.

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15.1 Upon the occurrence of any event of default and at any time thereafter, the Bank may exercise any one or more of the following rights and remedies:

(a) The right at its option by notice to Borrower to declare the entire Indebtedness immediately due and payable. (b) With respect to all or any part of the Property that con-

stitutes realty, the right to foreclose by judicial foreclosure in accordance with applicable law.

(c) With respect to all or any part of the Property that constitutes personalty, the rights and remedies of a secured party under the Uniform Commercial Code.

(d) The right, without notice to Martgagor, to take possession of the Property and collect all rents and profits, including those past due and unpaid, and apply the net proceeds, over and above the Bank's costs, against the Indebtedness. In furtherance of this right the Bank may require any tenant or other user to make payments of rent or use fees directly to the Bank, and payments by such tenant or user to the Bank in response to its demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed.

(e) The right in connection with any legal proceedings to have a receiver appointed to take possession of any or all of the

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KLAMATH PLYWOOD DIVISION

of COLUMBIA PLYWOOD CORPORATION

Moisture Detector	1047-272		
5 H.P. Motor (2)	Litton Mfg. 91-0257, 91-0258		
Tipping Containers (6)	None		
Boiler Overhaul	None		
Automatic Veneer Clipper	Scanner 10018-2028 Model CC-11		
Mill Waste Disposal System	None		
Dryer Modification	None		
Knot Crusher	None		
Office Addition	None		
Automatic Offbearing System	None		

Green End Modification (retractable chucks) Lathe Coe M 244D w/cherry picker - Husky Mariner M131 Mill Air Compressor System BAC Cooler 72-1922M, Model V-1-36-2 Sahara Dryer Model 1100D - 2589



reserve for such purp reserve for such purp 5.3 If Mortgagor includes coverage in Bank may at its optio pose. In such event th coverage shall be qui gagor to furnish a cer as required in 4.2. If of in the insurance reser policy, the Bank may premium attributable to policy does not permi reserve funds for the p required insurance cos

6. Expenditures by o. Expenditures by If Mortgagor shall fi the Bank may, at its a action and any amount Indebtedness. Amount indeptedness. Amounts interest at the rate of te ture. The rights provide any other rights or any account of the default, action cure the default s would have had would have had.

7. Late Payment Pen If any payment under may charge a penalty u in arrears to cover the e payments. Collection of waiver of or prejudice remedy available on ac

8. Warranty; Defense 8.1 Mortgagor warran Property in fee simple free merated in the title policy, connection with this transac connection with this transac 8.2 Subject to the exce and will forever defend the In the event any action or Mortgagor's title or the inte rower shall defend the actio

9. Condemnation. 9.1 If all or any part of at its election require that al award be applied on the Ing shall mean the award after and attorneys' fees necessari Bank in connection with the

9.2 If any proceedings in promptly take such steps as m obtain the award. 10. Imposition of Tax by S 10.1 The following shall

graph applies: (a) A specific tax u the Indebtedness secured (b) A specific tax on the taxpayer is authorized on the mortgage.

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Property, with the power to to operate the Property pre the proceeds, over and above Indeproceeds, over and above Indebtedness. The receiver by law. The Bank's right to the whether or not apparent val-edness by a substantial amo (f) Any other right or

the promissory note evidence The promissory nore evidence 15.2 In exercising its rights a to sell all or any part of the Prop certain portions of the Property an The Bank shall be entitled to bid a tion of the Property.

tion of the Property. 15.3 The Bank shall give Mort and place of any public sale of an after which any private sale or oth erty is to be made. Reasonable not ten days before the time of the sale 15.4 A waiver by either party agreement shall not constitute a wai otherwise to demand strict compliant provision. Election by the Bank to pu pursuit of any other remedy, and an take action to perform an obligation after failure of Mortgagor to perform

graph applies:

on the mortgage.

 (a) A specific tax upon mortgages or upon all or any part of the Indebtedness secured by a mortgage.
 (b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments. ments of rent or use fees directly to the Bank, and payments by such tenant or user to the Bank in response to its demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. (e) The right in connection with any legal proceedings to have a receiver appointed to take possession of any or all of the

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Property, with the power to protect and preserve the Property and to operate the Property preceding foreclosure or sale and apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. The Bank's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount.

(f) Any other right or remedy provided in this mortgage or the promissory note evidencing the Indebtedness.

15.2 In exercising its rights and remedies, the Bank shall be free to sell all or any part of the Property together or separately or to sell certain portions of the Property and refrain from selling other portions. The Bank shall be entitled to bid at any public sale on all or any portion of the Property.

15.3 The Bank shall give Mortgagor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of the property is to be made. Reasonable notice shall mean notice given at least ten days before the time of the sale or disposition.

15.4 A waiver by either party of a breach of a provision of this agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by the Bank to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Mortgagor under this mortgage after failure of Mortgagor to perform shall not affect the Bank's right

to declare a default and exercise its remedies under this paragraph 15. 15.5 In the event suit or action is instituted to enforce any of the

terms of this mortgage, the Bank shall be entitled to recover from Mortgagor such sum as the court may adjudge reasonable as Attorneys' fees at trial and on any appeal. All reasonable expenses incurred by the Bank that are necessary at any time in the Bank's opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions or title insurance, whether or not any court action is involved, shall become a part of the Indebtedness payable on demand and shall bear interest at the rate of ten percent per annum from the date of expenditure until repaid.

16. Notice.

Any notice under this mortgage shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated in this mortgage. Either party may change the address for notices by written notice to the other party.

17. Succession; Terms,

17.1 Subject to the limitations stated in this mortgage on transfer of Mortgagor's interest, this mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

17.2 In construing this mortgage the term mortgage shall encompass the term security agreement when the instrument is being construed with respect to any personal property.

COLUMBIA PLYWOOD CORFORATION BY: Columna Theosurer

E* # 54 INDIVIDUAL ACKNOWLEDGEMENT CORPORATE ACKNOWLEDGEMENT STATE OF OREGON, County of STATE OF OREGON, County of _____Multnomah 1 55 1 55. 1973 lune E. C. Nokua Personally appeared the above-named_ Personally appeared_ and who, being sworn, stated that he, the said E. C. Nokua ___is a Treasurer , and he, the said is a______ of Mortgagor corporation and that the seal affixed hereto is its seal and that this Mortgage was volunand acknowledged the foregoing instrument to be voluntary act. tarily signed and sealed in behalf of the corporation by authority of its Board of Directors. Before me: anio Before me : .) Notary Public for Oregon (SEAL) 2170 (SEAL) Notary Public for Oregon My commission expires: My commission expires: In Commission Expires Fob. 23, 1976 V_I. Non PARTNERSHIP ACKNOWLEDGEMENT STATE OF OREGON, }ss. STATE OF OREGON; COUNTY OF KLAMATH; 55. U. S. NATIONAL BANK OF OPEGON PORTLAND BRANCH Filed for record at request of this 21st day of _____JUNE A. D., 19 73 at 10;40 o'clock on Page ______7810 Vol. <u>M 73</u> MORTGAGES WM. D. MILNE, County Clerk FEE \$ 28.00 Ву

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