

P54953-17321
Loan Number
WHEREAS 15549

K-35624
ASSUMPTION AGREEMENT

Vol. M82 Page 15349

Vol. M82 Page 12308

DEPARTMENT OF VETERANS' AFFAIRS

holds a loan secured by property executed by Edward W. Wicks and Donna M. Wicks, husband and wife for the sum of

Thirty-five Thousand Six Hundred Twenty-five and no/100 Dollars (\$ 35,625.00)

02881
evidenced by Note and Mortgage, Trust Deed, Security Agreement, or Assumption Agreement dated 5-29-81 and recorded Volume/Reel M81 Page 9938-9939

Mortgage Records for Klamath County, Oregon the following described premises included therein, to-wit:
(attach legal description)

See Exhibit "A" attached

WHEREAS, said Borrowers are selling said property and Borrowers and Purchasers desire that Purchasers be permitted to assume and agree to pay said indebtedness and perform all the obligations under said Loan Contract, and said Department of Veterans' Affairs is willing to consent to said transfer of title and assumption of said indebtedness;

THEREFORE, in consideration of the mutual covenants and agreements herein contained IT IS HEREBY AGREED AS FOLLOWS:

1. The Department of Veterans' Affairs does hereby consent to the sale and conveyance of said premises by the aforesaid Borrowers to said Purchasers.
2. The Purchasers do hereby assume and agree to pay said indebtedness evidenced by said note and security instrument, and to perform all of the obligations provided, it being agreed

and understood that as of 8/1/82 said indebtedness is Thirty-six Thousand Nine Hundred Twenty and 28/100
Dollars (\$ 36,920.28) and that the interest rate is variable and shall be 12.0 % per annum; however, the

Director, during the term of the loan, may periodically adjust the interest rate if variable, to be paid by the transferee, and that monthly payments shall be made beginning the 15th day of September 19 82 in the sum of: \$ 418.00 which will increase, if this is a variable interest rate loan and if the Director periodically adjusts the variable interest rate, if there is an increase in property tax, or if there is an increase in the insurance premium, if applicable.

Principal and interest: \$ 385.00

Tax (est. 1/2 of annual): \$ 33.00

Insurance: \$ -----

TOTAL MONTHLY PAYMENT: \$ 418.00

3. The Borrowers understand that their present liability under said loan shall be terminated by this Agreement and by assumption by the Purchasers of said loan. It is expressly understood that this agreement is for the mutual benefit of Borrowers and Purchasers to consummate said sale of said property. This loan may be reamortized annually to assure amortization in accordance with the final due date on the security instrument, ORS 407.070(4), 407.030, 407.020.

This assumption by said Purchasers is joint and several and shall bind them, their heirs, personal representatives, successors, and assigns.

PURCHASERS: M. H. Perkins
Helen L. Perkins

STATE OF OREGON

COUNTY OF Deschutes ss.

On this 1 day of Sept. 82

19 82 personally appeared the above named

William H. & Helen L. Perkins
and acknowledge the foregoing instrument to be his (their) voluntary act and deed.

Before me: Jane L. Skymar
Notary Public for OREGON

My commission expires: 5-11-82

DEPARTMENT OF VETERANS' AFFAIRS

BY: Shari L. Grimes
STATE OF OREGON

COUNTY OF Marion

On this 12th day of August 1982

19 82 personally appeared the above named

Shari L. Grimes
and acknowledge the foregoing instrument to be his (their) voluntary act and deed.

Before me: Lori Kawada
Notary Public for OREGON

My commission expires: JUL 1 1984

BORROWER: Edward W. Wicks
Donna M. Wicks

STATE OF OREGON

COUNTY OF Deschutes ss.

On this 1 day of Sept. 82

19 82 personally appeared the above named

Edward W. & Donna M. Wicks
and acknowledge the foregoing instrument to be his (their) voluntary act and deed.

Before me: Jane L. Skymar
Notary Public for OREGON

My commission expires: 5-11-82

I certify that the within was received and duly recorded by me in

County Records, Book of Mortgages, No.

Page on the day of

County

By Deputy.

Filed at o'clock M

County

By Deputy.

After recording return to:

EXHIBIT A

PARCEL 1

Township 25 South, Range 6 East of the Willamette Meridian, in the County of Klamath, State of Oregon:

Section 13: E $\frac{1}{2}$

Section 24: NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{2}$ SE $\frac{1}{4}$

Section 25: NW $\frac{1}{4}$, SE $\frac{1}{2}$ SW $\frac{1}{2}$

Township 25 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon:

Section 18: Lots 1, 2, 3 and 4

Section 19: Lots 2 and 3

AND

The Northwest quarter of the Northeast quarter of Section 33, Township 28 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 2

The S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 24, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 25, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 36, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Government Lots 4 and 5 Section 19, Township 23 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Government Lots 7, 10 and 15, Section 18, Township 23 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 2, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Government Lots 2, 3, 4 SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 3, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

continued ...

The N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 4, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The N $\frac{1}{2}$ Section 5, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The SW $\frac{1}{4}$, SE $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 9, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ Section 10, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 11, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The E $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 14, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The W $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ Section 15, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The N $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 20, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The N $\frac{1}{2}$ N $\frac{1}{2}$ Section 21, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ Section 22, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The E $\frac{1}{2}$ E $\frac{1}{2}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 23, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 24, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 25, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon; NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Portion of SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying Northwest of Road and SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying East of River, Section 26, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 28, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The SE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 29, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 32, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The $W\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$ Section 33, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The $S\frac{1}{2}SE\frac{1}{4}$ Section 34, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The $N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$ Section 35, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$ Section 36, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Lots 1, 2, 7 and 8, $W\frac{1}{2}SE\frac{1}{4}$ Section 8, Township 24 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

$SE\frac{1}{4}SW\frac{1}{4}$ Section 11, Township 24 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The $S\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$ Section 21, Township 24 South, Range 8 East of the Willamette Meridian, and $NW\frac{1}{4}NW\frac{1}{4}$ Section 28, Township 24 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The $W\frac{1}{2}NE\frac{1}{4}$ Section 2, Township 25 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The $S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$ Section 25, Township 25 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$ Section 1, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The $W\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$ Section 2, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The $N\frac{1}{2}$, $SW\frac{1}{4}$ Section 2, Township 24 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

All Section 5, Township 24 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 3

The $W\frac{1}{2}SE\frac{1}{4}$ EXCEPT any portion lying within Little River Ranch Plat and the $E\frac{1}{2}SW\frac{1}{4}$ Section 2, Township 23 South, Range 9 East of the Willamette Meridian, and $NW\frac{1}{4}NE\frac{1}{4}$ Section 11, Township 23 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Exhibit B to Financing Statement of
DIAMOND INTERNATIONAL CORPORATION, as Debtor,
and MANUFACTURERS HANOVER TRUST COMPANY
and LESLIE HOWARD SAVRAN, as Trustees,
as Secured Parties

This financing statement covers the following types
(or items) of property:

All of the Debtor's now or hereafter arising right,
title and interest in and to all personal property, tangible
or intangible, whether now or hereafter in existence,
including, without limitation, the following (the
"Collateral"):

(a) All equipment in all of its forms, wherever
located, now or hereafter existing (including, but not
limited to, all rolling stock, cars, trucks, buses,
boats, timber cutting or hauling machinery, road graders,
saws, cranes, front endloaders, tractors, other motorized
vehicles and other wheeled and tracked vehicles), and all
parts thereof and all accessions thereto;

(b) All inventory in all of its forms, wherever
located, now or hereafter existing (including, but not
limited to, (i) all cut timber, wood, lumber, pulp, wood
products, wood chips, sawdust, millwork, molding,
packaging products, paper, stationery, paper products,
tissue products, building supplies, hardware, paint,
roofing materials, tools, appliances, egg packaging
machinery, and poultry equipment of whatsoever kind or
nature and raw materials and work in process therefor,
finished goods thereof, and materials used or consumed in
the manufacture or production thereof, (ii) goods in
which the Debtor has an interest in mass or a joint or
other interest or right of any kind, and (iii) goods
which are returned to or repossessed by the Debtor), and
all accessions thereto and products thereof and documents
therefor;

(c) All accounts, contract rights, chattel paper, instruments, general intangibles and other obligations of any kind now or hereafter existing arising out of or in connection with the sale or lease of goods, the rendering of services or the sale or other disposition of any other asset, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles or obligations;

(d) The Timberland Option Agreement (the "Travelers Agreement"), dated August 6, 1982, between Diamond Acquisition Inc. and The Travelers Corporation, any contracts by which the Grantor is given cutting rights to timberland (to the extent permitted by law), and any other contracts which give the Grantor the right to receive income or receive a benefit, as each such agreement may be amended or otherwise modified from time to time (said agreements, including the Travelers Agreement, as the same may be amended or modified, being the "Assigned Agreements"), including, without limitation, (i) all rights of the Debtor to receive money due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of the Debtor for damages arising out of or for breach of or default under the Assigned Agreements, and (iv) all rights of the Debtor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

(e) All aircraft, regardless of form, wherever located, now or hereafter existing, including, but not limited to, each airframe and engine and all parts, accessions, appliances, instruments, appurtenances, accessories, furnishings or other equipment of whatever nature which may from time to time be incorporated or installed in or attached to any airframe or engine;

(f) To the extent not included above, all farm products including crops (except for almonds grown on trees owned by the Debtor and bees owned by the Debtor and all honey therefrom (all of such almonds, bees and honey being "Excluded Property")), livestock and supplies used in farming operations wheresoever located;

(g) To the extent not included above, all timber to be cut, all minerals and all fixtures wheresoever located; and

(h) All proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Parties are the loss payee thereof), or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

Exhibit C to Financing Statement of
DIAMOND INTERNATIONAL CORPORATION, as Debtor,
and MANUFACTURERS HANOVER TRUST COMPANY
and LESLIE HOWARD SAVRAN, as Trustees,
as Secured Parties

BROOKS-SCANLON, INC.
CALMAR, INC.
THE DAYTON PAPER STOCK CO.
DIAMOND AUTOMATION, INC.
DIAMOND GARDNER CORPORATION
DIAMOND INTERNATIONAL CORPORATION
THE DIAMOND MATCH COMPANY
DIAMOND NATIONAL CORPORATION
THE HEEKIN CAN COMPANY
FORREST LUMBER COMPANY
FOSTER LUMBER COMPANY, INC.
LMF CORPORATION
MAGNETIC CODING COMPNAY
PENOBSCOT CHEMICAL FIBRE COMPANY
PENOBSCOT COMPANY
SCHWABACHER-FREY COMPANY
SECURITY LITHOGRAPH COMPANY
SECURITY LITHOGRAPH COMPANY, LABEL DIVISION
STATE FOREST PRODUCTS CO.
TILESTON AND HOLLINGSWORTH COMPANY
TYLANDER LUMBER COMPANY, INC.
UNIFORM CHEMICAL PRODUCTS, INC.
THE UNITED STATES PLAYING CARD COMPANY

RETURN TO:
John L. Opar, Esq.
Shearman & Sterling
153 East 53rd Street
New York, New York 10022

State of OREGON: COUNTY OF KLAMATH: ss.
I hereby certify that the within instrument was received and filed for record on the

29 day of Nov A.D., 19 82 at 2:27 o'clock P M., and duly recorded in
Vol M 82 of Mtge on page 16049.

Fee \$ 32.00

EVELYN BIEHN
COUNTY CLERK

By Joyce M. [Signature] deputy