

INSTRUCTIONS

1. PLEASE TYPE THIS FORM. UNIFORM COMMERCIAL CODE
 2. Filing fee of \$3.75 per name listed plus \$2.00 per trade name.
 3. Send the Alphabetical Numerical and Acknowledgment copies
 4. are retained by party making the filing.
 5. If the space provided for any item(s) on the form is insufficient,
 6. sheets need be presented to the filing officer. Long term notes
 7. DO NOT STAPLE OR TAPE ANYTHING TO LOWER PORTION OF THIS FORM.
 8. At the time of original filing, filing officer will return acknowledgement copy to record owner.
 When a copy of the security agreement is used as a financing statement,
 UCC-3A as a Termination Statement.

THIS FINANCING STATEMENT is presented to filing officer prior to filing.
 1A. Debtor(s):
Cavenham Forest Industries Inc.
 1B. Mailing Address(es):
**1500 S.W. 1st Avenue
 Portland, Oregon 97201**

3. This financing statement covers the following types (or items) of property:
 (Strike what is inapplicable)
 minerals or the like (including oil and gas) or account with lessor or lessee (or other debtor) standing as lessor or lessee
 or mineralized land
 The property described in Exhibit B attached hereto
 as the same relates to the real property described in
 Exhibit A hereto. Exhibits A and B are incorporated in
 herein by this reference as a part hereof.

And the financing statement is to be filed in the real estate records. If the debtor does not have an interest of
 records, the name of record owner is: _____

Check box if products of collateral are also covered

No. of additional sheets attached

File with:



COUNTY REAL ESTATE FILING OFFICER **Klamath County**

*Signature(s) of Debtor(s) required in most cases.

Signature(s) of Secured Party(ies) in cases covered by ORS 79.4020.

FILING OFFICER ALPHABETICAL

STANDARD FORM—UNIFORM COMMERCIAL CODE

This form of Financing Statement approved by Secretary of State.

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

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 177897

Vol M86 Page 14809

STATE OF OREGON
 FINANCING STATEMENT—REAL PROPERTY FORM UCC-1A

With interleaved carbon paper intent to the filing officer. The Debtor(s) and Secured Party(ies) copies
 of collateral, indentures, etc. may be on any size paper that is convenient for the secured party.
 When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed UCC-3 or
 UCC-3A as a Termination Statement.

2A. Secured Party(ies):
The Travelers Insurance Company

Filing Officer Use Only

2B. Address of Secured Party from which
 security information obtainable:
**4 Orinda Way, Suite 200A
 Orinda, CA 94563**

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4A. Assignee of Secured Party(ies) if any:

4B. Address of Assignee from which
 security information obtainable:

By: *Russell J. Carson 8/14/80*
 Signature(s) of Debtor(s)
 Signature(s) of Secured Party(ies) or Assignee

14810

EXHIBIT "A"

**ALL THAT REAL PROPERTY SITUATED IN THE STATE OF OREGON,
COUNTY OF KLAMATH , DESCRIBED AS FOLLOWS:**

Recd: A.T.C.

EXHIBIT "A"

14811

In Township 29 South, Range 7 East of the Willamette Meridian, in
the County of Klamath, State of Oregon:

Section 9	:	All
Section 10	:	All
Section 11	:	All
Section 12	:	W ₁ , SE ₁ , W ₂ NE ₁ , SE ₂ NE ₁ , W ₃ NE ₂ NE ₁
Section 13	:	All
Section 14	:	All
Section 15	:	All
Section 16	:	All
Section 21	:	All
Section 22	:	All
Section 23	:	All
Section 24	:	All
Section 25	:	All
Section 26	:	All
Section 27	:	All
Section 28	:	All
Section 33	:	All
Section 34	:	All
Section 35	:	All
Section 36	:	All

In Township 30 South, Range 7 East of the Willamette Meridian, in
the County of Klamath, State of Oregon:

Section 1	:	All
Section 2	:	All

Exhibit "A" continued ...

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Section 3	:	All
Section 4	:	All
Section 9	:	All
Section 10	:	All
Section 11	:	All
Section 12	:	All
Section 13	:	All
Section 14	:	All
Section 15	:	All
Section 16	:	All
Section 22	:	N ₁ , N ₂ , E ₁
Section 23	:	E ₂
Section 24	:	All
Section 25	:	All
Section 26	:	All
Section 27	:	All
Section 34	:	E ₃
Section 35	:	All
Section 36	:	All
	:	All

In Township 31 South, Range 7 East of the Willamette Meridian, in
the County of Klamath, State of Oregon:

Section 1	:	Government Lots 3 and 4, S ₁ NE ₁ , SW ₁
Section 2	:	Government Lots 3 and 4, S ₁ NE ₁ , SW ₁
Section 3	:	All
Section 4	:	All
Section 5	:	Government Lots 1 and 2, S ₁ NE ₁ , SE ₁
Section 8	:	Government Lots 2, 3 and 4
	:	S ₁ , S ₁ NE ₁ , NE ₁ NE ₁

Continued

Section 9 : All
Section 10 : All
Section 11 : All
Section 12 : W₁, EXCEPTING THEREFROM a strip of land of varying width in the NE₁NW₁ of Section 12, Township 31 S., R 7 EWM., as described in Quitclaim Deed from Crown Zellerbach Corporation to Investors Acquisition Corporation dated November 12, 1971 recorded June 26, 1972 in Volume M-73 at page 8024.
Section 13 : NW₁, W₁NE₁SW₁, NW₁SW₁, NE₁
Section 14 : All
Section 15 : All
Section 16 : E₁NE₁, N₁N₁NE₁NW₁, N₁NW₁NW₁, S₁NE₁SW₁, W₁SW₁, SE₁SW₁, SE₁
Section 17 : N₁N₁NE₁, S₁SW₁NE₁, S₁N₁SW₁NE₁, SE₁, W₁
Section 18 : Government Lots 1, 2, 3 and 4
Section 19 : Government Lots 1, 2, 3 and 4
Section 20 : All
Section 21 : All
Section 22 : All
Section 23 : All
Section 24 : W₁W₁, SE₁
Section 25 : All
Section 26 : All
Section 27 : E₁E₁
Section 34 : NE₁NE₁
Section 35 : All
Section 36 : All

In Township 32 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon:

Section 1	:	Government Lots 1, 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$
Section 2	:	All
Section 3	:	S $\frac{1}{2}$, SE $\frac{1}{4}$
Section 10	:	NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{2}$ SE $\frac{1}{4}$
Section 11	:	All
Section 12	:	W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Section 13	:	All
Section 14	:	All
Section 23	:	All
Section 24	:	N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 25	:	W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 26	:	All
Section 35	:	N $\frac{1}{2}$, SE $\frac{1}{4}$
Section 36	:	All

In Township 33 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon:

Section 1	:	Government Lot 4, SW $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Section 11	:	E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
Section 12	:	W $\frac{1}{2}$
Section 13	:	W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
Section 14	:	E $\frac{1}{2}$
Section 23	:	E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
Section 24	:	NW $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$
Section 26	:	N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$

In Township 28 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon:

Section 23	:	W $\frac{1}{2}$ NW $\frac{1}{4}$
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In Township 29 South, Range 8 East of the Willamette Meridian, in
the County of Klamath, State of Oregon:

Section 7

: E $\frac{1}{4}$, E $\frac{1}{4}$ W $\frac{1}{2}$, Government Lots 2, 3, 4, E $\frac{1}{2}$ of
Government Lot 1, E $\frac{1}{2}$ W $\frac{1}{2}$ of Government Lot 1,
E $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ of Government Lot 1, LESS that portion
deeded to Delford Lang described as beginning
at a point on the North boundary of said
Government Lot 1, 174.98 feet East of the
Northwest corner; thence continuing East along
said North line a distance of 382.6 feet;
thence South parallel to the West boundary of
said Lot 1 a distance of 382.6 feet; thence
West parallel to said North boundary a distance
of 382.6 feet; thence Northerly a distance of
382.6 feet, to the point of beginning.

Section 8

: All

Section 9

: All

Section 10

: All

Section 11

: All

Section 12

: All

Section 13

: All

Section 14

: All

Section 15

: All

Section 16

: All

Section 17

: All

Section 18

: All

Section 19

: All

Section 20

: All

Section 21

: All

Section 22

: All

Section 23

: All

Section 24

: All

Section 25

: All

continued ...

Section 26 : All
Section 27 : All
Section 28 : All
Section 29 : All
Section 30 : All
Section 31 : All
Section 32 : All
Section 33 : All
Section 34 : All
Section 35 : All
Section 36 : All

In Township 30 South, Range 8 East of the Willamette Meridian, in
the County of Klamath, State of Oregon:

Section 1 : All
Section 2 : All
Section 3 : All
Section 4 : All
Section 5 : All
Section 6 : All
Section 7 : All
Section 8 : All
Section 9 : All
Section 10 : N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 11 : All
Section 12 : All
Section 13 : N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{2}$ SE $\frac{1}{4}$

Section 14	:	NEL, S $\frac{1}{2}$ NWL
Section 15	:	S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NWL, NW $\frac{1}{2}$ SWL, SE $\frac{1}{2}$ SWL
Section 16	:	N $\frac{1}{4}$, NE $\frac{1}{2}$ SWL, N $\frac{1}{2}$ SEL
Section 17	:	All
Section 18	:	All
Section 19	:	All
Section 20	:	N $\frac{1}{4}$, SWL, N $\frac{1}{2}$ SEL
Section 21	:	N $\frac{1}{2}$ NWL, W $\frac{1}{2}$ SWLNW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SWL
Section 29	:	W $\frac{1}{2}$
Section 30	:	All
Section 31	:	NE $\frac{1}{4}$, NE $\frac{1}{2}$ NWL and Government Lot 1
Section 32	:	E $\frac{1}{2}$ NE $\frac{1}{2}$ NWL, W $\frac{1}{2}$ NWL, SE $\frac{1}{2}$ NWL

In Township 31 South, Range 8 East of the Willamette Meridian, in
the County of Klamath, State of Oregon:

Section 30	:	E $\frac{1}{2}$ NWL, NE $\frac{1}{2}$ SWL and Government Lots 1, 2, 3 and 4
Section 31	:	Government Lots 5 and 6 and the W $\frac{1}{2}$ of Government Lots 1 and 2, the W $\frac{1}{2}$ E $\frac{1}{2}$ of Government Lots 1 and 2, the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Government Lot 1.

In Township 32 South, Range 8 East of the Willamette Meridian, in
the County of Klamath, State of Oregon:

Section 3	:	SW $\frac{1}{2}$ NET, S $\frac{1}{2}$ NWL, SWL, W $\frac{1}{2}$ SEL and Government Lots 2, 3 and 4.
Section 4	:	S $\frac{1}{2}$ NET, SE $\frac{1}{2}$ NWL, S $\frac{1}{2}$ and Government Lots 1 and 2
Section 5	:	E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 8	:	N $\frac{1}{2}$ NET, SE $\frac{1}{2}$ NET, NE $\frac{1}{2}$ SEL
Section 9	:	All
Section 10	:	W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$
Section 16	:	NEL, W $\frac{1}{2}$

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Exhibit "A" continued ...

Section 18

: E₁W₂ and Government Lots 1, 2, 3 and 4
: W₂NW₂

In Township 29 South, Range 9 East of the Willamette Meridian in
the County of Klamath, State of Oregon:

Section 7

: All

Section 8

: All

Section 9

: W₂NE₂, W₂

Section 16

: N₂NNW₂, SW₂NW₂, W₂SW₂

Section 17

: All

Section 18

: All

Section 19

: All

Section 20

: All

Section 21

: All

Section 29

: W₂W₂

Section 30

: All

Section 31

: All

Section 32

: All

In Township 30 South, Range 9 East of the Willamette Meridian, In
the County of Klamath, State of Oregon:

Section 6

: NE₂, NE₂NNW₂, N₂NE₂SE₂, E₂NNW₂SE₂ and Government
Lots 1, 2, 3 and 4

Section 7

: E₂SW₂, SE₂ and Government Lots 1, 2, 3 and 4

Section 8

: NE₂SW₂, S₂NNW₂SW₂, S₂SW₂

Section 17

: W₂NNW₂NE₂, N₂NNW₂, SW₂NNW₂, W₂SE₂NNW₂, NW₂SW₂, SE₂SW₂

Section 18

: NE₂, E₂W₂, N₂SE₂ and Government Lots 1, 2 and 3

EXHIBIT "A"

14819

TOGETHER WITH all of the right, title and interest of
Cavenham Forest Industries Inc., in and to any other lands
in said County and State, not hereinabove described, title
to which may be either fee or easement, and which lands are
roads.

EXHIBIT "A" (Cont'd)

14820

ALSO EXCEPTING THEREFROM, those lands set out on the attached
1 sheets and labeled "Excluded Properties" said further
excluded lands being more particularly described as follows :

1000W 071186

14821

KLAMATH COUNTY, OREGON

EXCLUDED PROPERTIES

TRACT: 29S08E

ACRES

Section 7:

Siding:
That portion of the following described parcel commonly known as Yamsay
EX, EXW%, GL 2, 3, 4. EX% of GL 1, EXW% of GL
1, LESS that portion deeded to DELFORD LANG described as
beginning at a point on the North boundary of said GL 1,
174.98 feet East of the Northwest corner; thence continuing
East along said North line a distance of 382.6 feet; thence
South parallel to the West boundary of said Lot 1 a distance
of 382.6 feet; thence West parallel to said North boundary a
distance of 382.6 feet; thence Northerly a distance of 382.6
feet, to the POINT OF BEGINNING. Said exception contains 3.36
acres, more or less.

50.00

Section 18:

Siding:
That portion of the following described parcel commonly known as Yamsay
All of Section 18.
All being in Township 29 South, Range 8 East, W.M.

50.00

EXHIBIT B TO FINANCING STATEMENT

DEBTOR:

SECURED PARTY:

Cavenham Forest Industries Inc.

The Travelers Insurance Company

1. All the right, title and interest of Debtor in and to all timber of every kind, size and species, and all natural increase thereof, now or hereafter growing, standing, and, as to dead and down timber, lying or being on the property described in the attached Exhibit A (the "Property");
2. All rents, issues, profits, royalties, income and other benefits from the Property;
3. All leasehold estate, right, title and interest of Debtor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into;
4. All right, title and interest of Debtor in and to all options to purchase or lease the Property or any portion thereof or interest therein;
5. All easements, rights of way, and rights used in connection with the Property or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water and water rights (whether riparian, appropriative or otherwise and whether or not appurtenant), and all water service contracts and licenses now or hereafter relating to or used in connection therewith, all ditch rights, and all shares of stock evidencing any such water or ditch rights;
6. Any and all buildings and improvements now or hereafter erected on the Property and all materials intended for construction, reconstruction, alteration and repair of those improvements, all of which material shall be deemed to be included within the Property immediately upon the delivery thereof to the Property;
7. All the estates, interest, right, title or other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereafter acquire in the Property or the Collateral described above, and any and all

awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, or the Collateral described above, including without limitation, any awards for severance damages.

EXCLUDING AND RESERVING from all of the foregoing all minerals of every kind now or hereafter existing (including leasehold interests therein), including without limitation oil, gas, other hydrocarbons, geothermal resources and any and all other minerals whether similar or dissimilar ("Minerals"), together with all rights of access, use, extraction and all other rights incident thereto, including, without limitation, all rents, issues, profits, royalties or other income from Minerals and all options to purchase or lease Mineral interests.

B:Exhibit.B/f20/WS

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STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of _____
of _____ August _____

ss.

A.D. 19 86 at 9:30 o'clock A M., and duly recorded in Vol. M86,
of Mortgages on Page 14809

FEE \$61.00

Evelyn Biehn, County Clerk
By *Evelyn Biehn*