

56028

STATE OF OREGON

K-40283

Vol. M88 Page 5273

INSTRUCTIONS:

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—REAL PROPERTY—FORM UCC-1A

EASY TYPE THIS FORM

It costs less than \$2.75 per name listed plus \$2.00 per trade name.

Send the Alphabetical, Numerical and Acknowledgment copies with interlaced carbon paper intact to the filing officer. The Debtor(s) and Secured Party(ies) copies are retained by party making the filing.

If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, size 5" x 8". Only one copy of such additional sheets need be presented to the filing officer. Long schedules of collateral, indentures, etc. may be on any size paper that is convenient for the secured party. DO NOT STAPLE OR TAPE ANYTHING TO LOWER PORTION OF THIS FORM.

The Form UCC-1A should be filed with the County filing officer of those who record real estate mortgages.

At the time of original filing, filing officer will return acknowledgment copy to the assignee if noted on form or 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-21 form.

When filing is to be terminated the acknowledgment copy may be sent to the filing officer signed by the secured party or assignee or he may use Form UCC-3 or UCC-3A as a Termination Statement.

1A. Debtor(s)

CROWN PACIFIC, LTD.

1B. Mailing Address(es)

110 NORTH MARINE DRIVE
Portland, Oregon 97217

2A. Secured Party(ies)

BANKERS TRUST COMPANY,
As Agent for Principals
listed on attached Schedule I
2B. Address of Secured Party from which
security information obtainable:
Bankers Trust Plaza
New York, New York 10005

Filing Officer Use Only

M88 page 5273

This financing statement covers the following types (or items) of property: as described on attached Exhibit B:

(The goods are to become fixtures on _____) (The above timber is standing on _____) (The above _____ or the like (including gas and oil) _____ will be found on the surface or beneath the soil) _____ (Strike what is inapplicable) (Describe real estate)

on real estate described on Exhibit A attached hereto

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

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

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

Check box if products of collateral are also covered ☒No. of additional sheets attached ☐

5. Document is being filed with an effective period of

5A. ☒ 5 years or5B. ☐ 10 yearsFile with: ☒ COUNTY REAL ESTATE FILING OFFICE: Klamath COUNTY

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

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

By: _____

SEE ATTACHED SIGNATURE PAGE

Signature(s) of Debtor(s)
Signature of Secured Party(ies) or Assignee(s)

FILING OFFICER — ALPHABETICAL

This form of Financing Statement approved by Secretary of State.

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

STANDARD FORM—UNIFORM COMMERCIAL CODE

9/1/81

Uniform Commercial Code Form UCC-1A

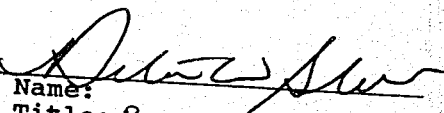
Signature Page

5274

DEBTOR:

CROWN PACIFIC, LTD.

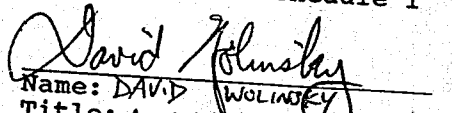
By:


Name:
Title: Pres.

SECURED PARTY:

BANKERS TRUST COMPANY,
As Agent for Principals,
listed on attached Schedule I

By:


Name: DAVID WOLINSKY
Title: ATTORNEY FOR BANKERS TRUST COMPANY

5275

SCHEDULE I

Principals of Agent

1. Bankers Trust Company
2. United States National Bank of Oregon

EXHIBIT A

KLAMATH COUNTY
CRESCENT CREEK BLOCK

<u>Township</u>	<u>Section</u>	<u>Subdivision</u>
T25S R7E	25	W $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$; less 11.02 acres railroad right-of-way
T24S R8E	2	Lots 2, 3, 4; SW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$
	3	All
	8	Lots 1, 2, 7, 8; E $\frac{1}{2}$ SE $\frac{1}{4}$
	9	All
	10	All
	11	W $\frac{1}{2}$ NE $\frac{1}{4}$; W $\frac{1}{2}$; SE $\frac{1}{4}$
	14	NE $\frac{1}{4}$; N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{2}$ SW $\frac{1}{4}$
	16	All
	20	SE $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{2}$ SW $\frac{1}{4}$
	21	All
	28	N $\frac{1}{2}$; NE $\frac{1}{2}$ SW $\frac{1}{4}$; NW $\frac{1}{2}$ SE $\frac{1}{4}$
T25S R8E	2	Lots 1, 2; S $\frac{1}{2}$ NE $\frac{1}{4}$; less 7.51 acres railroad right-of-way
T27S R8E	21	That portion of N $\frac{1}{2}$ SW $\frac{1}{4}$; lying east of BN-RR right-of-way

LITTLE DESCHUTES BLOCK (Klamath County portion only)

5277

<u>Township</u>	<u>Section</u>	<u>Subdivision</u>
T23S R9E	2	SW $\frac{1}{4}$ NH $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$
	3	Lots 1, 2, 3, 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$
	4	Lots 1, 2, 3, 4; S $\frac{1}{2}$ N $\frac{1}{2}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$
	5	Lots 1, 2, 3, 4; S $\frac{1}{2}$ N $\frac{1}{2}$; W $\frac{1}{2}$ SW $\frac{1}{4}$
	9	SE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$
	10	E $\frac{1}{2}$; E $\frac{1}{2}$ W $\frac{1}{2}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$
	11	S $\frac{1}{2}$ NH $\frac{1}{4}$; W $\frac{1}{2}$ SH $\frac{1}{4}$
	14	W $\frac{1}{2}$ NH $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$
	15	N $\frac{1}{2}$; SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$
	20	N $\frac{1}{2}$; E $\frac{1}{2}$ SE $\frac{1}{4}$
	21	N $\frac{1}{2}$ N $\frac{1}{2}$; SW $\frac{1}{4}$ SH $\frac{1}{4}$
	22	W $\frac{1}{2}$ NE $\frac{1}{4}$; NH $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$
	23	E $\frac{1}{2}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$
	24	W $\frac{1}{2}$ SW $\frac{1}{4}$
	25	SE $\frac{1}{4}$ SW $\frac{1}{4}$; and that portion of W $\frac{1}{2}$ NH $\frac{1}{4}$ lying North and West of U.S. Hwy. 97
	26	NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; that portion of SE $\frac{1}{4}$ SW $\frac{1}{4}$ east of irrigation ditch; W $\frac{1}{2}$ SE $\frac{1}{4}$; that portion of SE $\frac{1}{4}$ SE $\frac{1}{4}$ west of U.S. Hwy. 97
	28	W $\frac{1}{2}$
	29	NE $\frac{1}{4}$; SE $\frac{1}{4}$ SH $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$
	32	E $\frac{1}{2}$ NE $\frac{1}{4}$
	33	N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$
	34	E $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; less 23.22 acres hwy. right-of-way
	35	E $\frac{1}{2}$; E $\frac{1}{2}$ W $\frac{1}{2}$; that portion of SW $\frac{1}{4}$ NW $\frac{1}{4}$ Southeast of irrigation ditch; W $\frac{1}{2}$ SW $\frac{1}{4}$ less hwy. right-of-way
	36	NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$
T24S R9E	1	W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$
	2	Lots 3, 4; SW $\frac{1}{4}$ NW $\frac{1}{4}$
	3	Lots 1, 2; S $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; less 5.03 acres hwy. right-of-way
	4	SE $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; less 18.37 acres hwy. right-of-way
	9	N $\frac{1}{2}$; N $\frac{1}{2}$ S $\frac{1}{2}$; less 24.40 acres hwy. right-of-way
	10	W $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

EXHIBIT B
DESCRIPTION OF PERSONAL PROPERTY

The following, to the extent that any part thereof constitutes or is held to be personal property:

Any and all buildings, structures, fixtures and improvements now or hereafter erected on or appurtenant to that certain land (the "Land") located in the Counties of Crook, Deschutes, Grant, Jefferson, Klamath and Wheeler in the State of Oregon, more particularly described in Exhibit A to the Timberland Deed of Trust, Assignment of Rents and Fixture Filing Statement to which this Exhibit B is attached including all machinery, attachments, appliances, and other equipment including leased equipment to the extent of Trustor's leasehold interest and the lease pursuant to which such equipment has been leased now or hereafter incorporated into or attached to said buildings, structures, fixtures and improvements, and all support and ancillary facilities, all roads and miscellaneous storage and parking areas, including all replacements and substitutions of and additions and accessions to the foregoing (collectively the "Improvements");

All crops and all trees, timber, whether severed or unsevered and including standing and down timber, stumps and cut timber remaining on the Land, logs and other forest products, whether now located on or hereafter planted or growing in or on the Land (the "Timber");

All water, steam, thermal energy and other geothermal resources and all oil, gas, hydrocarbons, gravel, phosphate, limenrock, coal and other mineral resources and subterranean substances, and all existing or hereafter acquired surface and subsurface water and water rights and shares of stock evidencing the same, and all products thereof (the "Minerals") and all surface access and mining rights in, on, under or pertaining to the Land, and all royalty, leasehold and other rights of Trustor pertaining thereto and all agreements providing for the payment to Trustor of royalties (including overriding royalties) or other payments derived from any part of the Land and all production payments, farm-out agreements, unit agreements and other similar agreements and rights pertaining thereto (collectively the "Mineral Rights");

All leases, subleases, franchises, licenses, tenancies, concessions and rental, hiring and occupancy agreements in any way now or hereafter appertaining to the Land (including all guarantees, modifications, amendments, supplements, replacements, renewals and extensions thereof) now or hereafter existing, and all right, title and interest of

Debtor thereunder, including without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

All revenues, rents, issues, profits, royalties, proceeds, income and other benefits (collectively the "Rents"), derived from the Land or the Improvements or the Timber or the Mineral Rights, including without limitation all Rents under all agreements providing for the payment of royalties (including overriding royalties) derived from any part of the Property and all issues and profits from the sale or other disposition of Timber or of Mineral Rights or from any leasing of the Trust Estate;

All permits, entitlements, licenses, orders, approvals, exemptions, authorizations, certifications, franchises, building permits, subdivision approvals, timber harvesting plan reviews and approvals, site plan reviews, environmental approvals (including an environmental impact statement or report if required under applicable law for Trustor's acquisition or disposition of the Land or harvesting of the Timber or otherwise), sewer and waste discharge permits, water appropriative rights and permits, zoning and land use entitlements and other authorizations whether now existing or hereafter issued to or obtained by or on behalf of Trustor that relate to or concern in any way the Land, the Improvements, the Timber or the Mineral Rights, and are given or issued by any governmental or quasi-governmental authority (collectively the "Authorizations");

All easements, rights-of-way and rights now owned or hereafter acquired by Trustor and used or usable in connection with or appurtenant to the Land or the Improvements, including, without limiting the generality of the foregoing, all easements, reciprocal easement agreements, rights and rights-of-way to enter, use, occupy and have access to all portions of the Improvements that may be located off the Land, if any, and all rights to the use of logging roads and common drive entries, and all tenements, hereditaments, easements and appurtenances of and to the Land, and all existing or hereafter acquired surface and subsurface water and water rights and shares of stock evidencing the same (collectively the "Appurtenant Rights");

All air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Land or the Improvements or any or all thereof and any proceeds arising therefrom (collectively the "Development Rights");

All interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Land, the Improvements, the Timber, the Mineral Rights, the Authorizations, the Appurtenant Rights and the

Development Rights (collectively the "Property") and all right, title and interest now owned or hereafter acquired by Trustor in and to any greater estate in the Property;

All other claims or demands, both in law and in equity, including claims or demands with respect to the proceeds of insurance, which Trustor now has or may hereafter acquire in all of the foregoing (the Land and all of the foregoing are collectively referred to as the "Trust Estate") or any part thereof, and any and all awards heretofore or hereafter made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages or any other damage to any part of the Trust Estate for which compensation shall be given by any governmental or quasi-governmental authority;

All proceeds in whatever form from sale or other disposition of the Land, the Timber, the Mineral Rights or any other part of the Trust Estate;

Trustor's rights under all insurance policies covering the Trust Estate, and all proceeds, loss payments and premium refunds payable regarding the same;

All causes of action, claims, compensation, awards, damages, recoveries and proceeds awarded to Trustor with respect to the Trust Estate or any other property described in this Exhibit B by reason of (i) any taking of the Trust Estate or such other property for public or quasi-public use under the power of eminent domain (including any sale in lieu of condemnation) or (ii) any damage to the Trust Estate or such other property by reason of any taking or public improvement or inverse condemnation or (iii) for any loss or diminution in the value of the Trust Estate or such other property;

All plans prepared for the harvesting or cutting of timber;

All of Trustor's rights in the proceeds of the Loan evidenced by the Notes;

All trademarks and brands used by Trustor in connection with the Timber;

The following accounts of Trustor established at United States National Bank of Oregon, a national banking association, and all funds therein: the Operating Account, Account No. 010-0661-222; the Ochoco Deposit Account,

5281

Account No. 010-4549-191; and the Bull Springs Deposit Account,
Account No. 010-4549-233; and

The proceeds of all of the foregoing.

10/13/0217-B/01

O'Melveny & Meyers
153 E. 53rd Street
New York, New York 10022

Attn: Francis J. Burgweger, J

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 8th day
of April A.D. 19 88 at 9:52 o'clock A M., and duly recorded in Vol. M88
of Mortgages on Page 5273.

FEE \$45.00

Evelyn Biehn
By Bernetha A. Heloch County Clerk