

91-10642

K-43317  
TRUSTEE'S DEED

THIS INDENTURE, Made this 23rd day of October, 1991, between Kelly D. Sutherland, hereinafter called trustee, and Government National Mortgage Association, hereinafter called the second party;

## WITNESSETH:

RECITALS: Brant J. Weaver and Lana E. Weaver, as grantor, executed and delivered to Bank of Milwaukie, as trustee, for the benefit of United States National Bank of Oregon, as beneficiary, a certain trust deed dated June 7, 1984, duly recorded on June 8, 1984, in the mortgage records of Klamath County, Oregon, in Book No. M84 at Page 9665. In said trust deed the real property therein and hereinafter described was conveyed by said grantor to said trustee to secure, among other things, the performance of certain obligations of the grantor to the said beneficiary. The said grantor thereafter defaulted in his performance of the obligations secured by said trust deed as stated in the notice of default hereinafter mentioned and such default still existed at the time of the sale hereinafter described.

By reason of said default, the owner and holder of the obligations secured by said trust deed, being the beneficiary therein named, or his successor in interest, declared all sums so secured immediately due and owing; a notice of default, containing an election to sell the said real property and to foreclose said trust deed by advertisement and sale to satisfy grantor's said obligations was recorded in the mortgage records of said county on June 20, 1991, in Volume No. M91 at Page 11864 thereof.

After the recording of said notice of default, as aforesaid, the undersigned trustee gave notice of the time for and place of sale of said real property as fixed by him and as required by law; copies of the Trustee's Notice of Sale were served pursuant to ORCP 7D(2) and 7D(3) or mailed by both first class and certified mail with return receipt requested, to the last known address of the persons or their legal representative, if any, named in ORS 86.740(1) and (2)(a), at least 120 days before the date the property was sold, and the Trustee's Notice of Sale was mailed by first class and certified mail with return receipt requested, to the last-known address of the guardian, conservator or administrator or executor of any person named in ORS 86.740(1), promptly after the trustee received knowledge of the disability, insanity or death of any such persons; the Notice of Sale was served upon occupants of the property described in the trust deed in the manner in which a summons is served pursuant to ORCP 7D(2) and 7d(3) at least 120 days before the date the

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## TOWNSHIP 24 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN

Section 31: S½NE¼, N½SE¼, Lots 8, 9, 18, 19 and 20

## TOWNSHIP 25 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN

Section 3: Lot 4, S½NW¼, SW¼  
 Section 4: Lot 2, S½NE¼, SE½NW¼, S½  
 Section 6: Lots 20 & 21, SE¼  
 Section 7: NE¼, Lots 15, 17, 18, 19, and 20  
 Section 8: N½, SE¼  
 Section 9: NE¼, W½NW¼  
 Section 10: W½  
 Section 14: SW½NW¼, SW½SW¼  
 Section 15: N½NE¼, NE½NW¼, NE½SW¼, SE½SE¼  
 Section 16: Entire Section  
 Section 17: Entire Section  
 Section 18: E½, Lots 1, 3, 8, 14, 19 and 20  
 Section 20: S½N½, S½  
 Section 21: NW½NE¼, W½W½, SE½SE¼  
 Section 22: NW½NE¼, NE½NW¼, SW½SW¼, SE¼  
 Section 23: SW¼, SE½SE¼  
 Section 26: N½N½  
 Section 27: NW½NW¼  
 Section 28: N½NE¼, NE½NW¼  
 Section 29: W½  
 Section 30: Lots 17 and 18, W½SE¼  
 Section 31: Lots 1, 8, 9, 16, 17, 19, 20, SW½SE¼

## TOWNSHIP 26 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN

Section 3: Lots 5, 6, 11 and 12, NW½SW¼, NW½SE¼  
 Section 4: Lots 5, 7, 8, 9, 10 and 11, S½  
 Section 5: Lot 8, SE¼  
 Section 6: Lot 8  
 Section 8: N½NE¼  
 Section 9: NW½NE¼, N½NW¼  
 Section 10: NW½NE¼, NE½NW¼

All located within Klamath County, State of Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 24th day  
 of Oct. A.D., 19 91 at 12:06 o'clock P M., and duly recorded in Vol. M91  
 of Mortgages on Page 22229.

Evelyn Biehn - County Clerk

By Pauline Muckewalt

FEE \$35.00

STATE OF ILLINOIS )

County of Cook )

ss.

October, 1991

Personally appeared ROBERT L. MCGLASHAN who, being  
duly sworn, did say that he is the Vice President of  
Bank of Montreal and that said instrument was signed  
in behalf of said corporation by authority of its board of  
directors; and he acknowledged said instrument to be its  
voluntary act and deed.

Kristin Nystedt  
Notary Public for Illinois  
My commission expires: 12/4/91



STATE OF OREGON )

County of Multnomah )

ss.

October 2, 1991

Personally appeared Roger L. Krage who, being  
 duly sworn, did say that he is the Secretary of  
 Crown Pacific, Ltd. and that said instrument was signed in behalf  
 of said corporation by authority of its board of directors; and  
he acknowledged said instrument to be its voluntary act and  
 deed.



Donna J. Pozdol  
 Notary Public for Oregon  
 My commission expires: 10/07/94

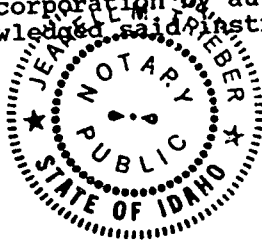
STATE OF IDAHO )

County of Ada )

ss.

October 3, 1991

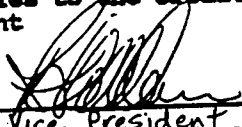
Personally appeared Ted Crumley who, being  
 duly sworn, did say that he is the Vice President of Boise  
 Cascade Corporation and that said instrument was signed in behalf  
 of said corporation by authority of its board of directors; and  
 he acknowledged said instrument to be its voluntary act and deed.



Jeanette M. Leeder  
 Notary Public for Idaho  
 My commission expires: 10/1/97

**BANKS**

**BANK OF MONTREAL, as agent for  
itself and the other lenders  
which will from time to time  
be parties to the credit  
agreement**

  
Title Vice President

JM10925A


of the purchase price for the first 17 MMBF of logs to be delivered under the Agreement in the amount of \$10,000,000. Seller has granted to Purchaser a security interest in all timber on the lands described on Exhibit A, and all logs manufactured therefrom to secure the amount advanced by Purchaser to Seller under the Agreement and all other amounts that may become due to Purchaser under the Agreement from Seller because of Seller's breach of the Agreement or otherwise. Purchaser has the right under the Agreement under conditions specified therein to go upon the lands described on Exhibit A and to harvest and remove timber from said lands.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

SELLER  
CROWN PACIFIC (OREGON) LIMITED  
PARTNERSHIP, an Oregon Limited  
Partnership, by Crown Pacific,  
Ltd., its General Partner

  
\_\_\_\_\_  
Title

BUYER  
BOISE CASCADE CORPORATION

  
\_\_\_\_\_  
Vice President

MEMORANDUM OF LOG PURCHASE  
AND SECURITY AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of October, 1991, by and between CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP, an Oregon Limited Partnership ("Seller"), having an office at 121 S.W. Morrison Street, Suite 900, Portland, Oregon 97204, BOISE CASCADE CORPORATION, a Delaware corporation ("Purchaser"), having an office at One Jefferson Square, Boise, Idaho 83728, and BANK OF MONTREAL, as agent under a credit agreement with Seller of even date herewith for itself and the other lenders which will from time to time be parties to the credit agreement (Bank of Montreal and the other lenders which will from time to time be parties to the credit agreement are herein collectively referred to as "Banks"), having an office at 115 South LaSalle Street, 11th Floor, Chicago, Illinois 60603.

WHEREAS, Seller, Purchaser, and Banks have entered into that certain Log Purchaser and Security Agreement of even date herewith ("Agreement"); and

WHEREAS, the parties desire to execute and record this Memorandum of Agreement to place in the public record notice of the Agreement;

NOW THEREFORE:

Pursuant to the Agreement, Seller has agreed to deliver to Purchaser 22 million board feet net scale ("MMBF") of logs, the first 17 MMBF of which will be obtained from timber on the lands described on Exhibit A, attached hereto and by this reference made a part hereof. Purchaser will advance to Seller a portion