

36723

Vol. m91 Page 22714

STATE OF OREGON

Uniform Commercial Code - Financing Statement - Real Property -
Form UCC-1A

M91/22714

THIS FORM FOR COUNTY FILING USE ONLY

County Filing Officer Use Only

This FINANCING STATEMENT is presented to the county filing officer pursuant to the Uniform Commercial Code.

1A. Debtor Name(s): WAMPLER LOGGING CO., INC.	2A. Secured Party Name(s): WESTERN TIMBER CO.	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): P.O. Box 134 Chiloquin, OR 97624	2B. Address of Secured Party from which security information is obtainable: P.O. Box 5805 Portland, OR 97228	4B. Address of Assignee:

3. This financing statement covers the following types (or items) of property:
(Check if applicable:)

- ☐ The goods are to become fixtures on: _____ ☒ The above timber is standing on: _____
☐ The above minerals or the like (including gas and oil) or accounts will be financed at the wellhead or minehead of the well or mine located on: _____

(Describe real estate)

the following described real property:

Township 32 South, Range 8 East of the Willamette Meridian:
 Section 27: N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$;
 W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$. Section 34: NE $\frac{1}{4}$ NE $\frac{1}{4}$.
 and the financing statement is to be filed for record in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is:

Check box if products of collateral are also covered ☒ Number of additional sheets attached: 0

Debtor hereby authorizes the Secured Party to record a carbon, photographic or other reproduction of this form, financing statement or security agreement as a financing statement under ORS Chapter 79.
 Signature of Debtor required in most cases
 Signature(s) of Secured Party in cases covered by ORS 79.4020.

By: G. L. Bland

Required Signature(s)

INSTRUCTIONS

- PLEASE TYPE THIS FORM.
- If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets. Only one copy of such additional sheets need to be presented to the county filing officer. DO NOT STAPLE OR TAPE ANYTHING TO THIS FORM.
- This form (UCC-1A) should be recorded with the county filing officers who record real estate mortgages. This form cannot be filed with the Secretary of State. Send the Original to the county filing officer. The Recording Party Copy is for your use.
- After the recording process is completed the county filing officer will return the document to the party indicated. The printed termination statement below may be used to terminate this document.
- The RECORDING FEE must accompany the document. The fee is \$5 per page.
- Be sure that the financing statement has been properly signed. Do not sign the termination statement (below) until this document is to be terminated.

Recording party contact name: Galen L. BlandRecording party telephone number: (503) 246-3440

Return to: (name and address)

GALEN L. BLAND
 ATTORNEY AT LAW
 PO BOX 2337
 PORTLAND OR 97208-2337

Please do not type outside of bracketed area

Standard Form UCC-1A
January 1990

ORIGINAL COPY

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 30th day
 of Oct. A.D., 19 91 at 2:04 o'clock PM., and duly recorded in Vol. M91
 of Mortgages on Page 22714.

FEE \$5.00

By Evelyn Biehn County Clerk
Evelyn Biehn

TERMINATION STATEMENT - This statement of termination of financing is presented for filing pursuant to the Uniform Commercial Code. The Secured Party no longer claims a security interest under the financing statement bearing the recording number shown above.

By: _____

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

Stevens-Ness Law Publishing Company
Portland, OR 97204 - (503) 223-3137

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a) ~~not for the purpose of refinancing any other mortgage on the premises described in the above described note or on any other premises~~
 (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that upon a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, time being of the essence with respect to such payment and/or performance, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at mortgagee's option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the losing party therein agrees to pay all reasonable costs incurred by the prevailing party for title reports and title search, all statutory costs and disbursements and such further sums as the trial court may adjudge reasonable as prevailing party's attorney's fees in such suit or action and if an appeal is taken from any judgment or decree entered therein the losing party therein further promises to pay such sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal all such sums to be included in the court's decree.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and/or assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

In construing this mortgage, it is understood that the mortgagee may be more than one person; that if the context so requires, the singular includes the plural and all grammatical changes shall be made so that this mortgage shall apply equally to corporations and to individuals. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer, duly authorized thereto by order of its board of directors.

IN WITNESS WHEREOF, said mortgagor has executed this mortgage the day and year first above written.

WAMPLER LOGGING CO., INC.

By: *W. Hudspett*
Warren Hudspett

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1319, or equivalent.



OFFICIAL SEAL
 LINDA L. HAUG
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 006457
 MY COMMISSION EXPIRES MAY 01, 1995

STATE OF OREGON

STATE OF OREGON,

County of _____

County of Klamath

This instrument was acknowledged before me on _____, 19____, by _____

This instrument was acknowledged before me on October 30, 1991, by WARREN HUDSPETT

as Authorized Signer

of Wampler Logging Co., Inc.

Notary Public for Oregon

Notary Public for Oregon

(SEAL)

(SEAL)

My commission expires: _____

My commission expires: 5-1-95

MORTGAGE

(FORM No. 105A)

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

Wampler Logging Co., Inc.

to

Western Timber Co.

AFTER RECORDING RETURN TO

Galen L. Bland
 P.O. Box 2337
 Portland, OR 97208-2337

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 30th day of Oct., 1991, at 2:03 o'clock P.M., and recorded in book/reel/volume No. M91, on page 22712, or as fee/file/instrument/microfilm/reception No. 36722, Record of Mortgage of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pauline M. Mendenhall, Deputy

Fee \$13.00