

40413

## STATE OF OREGON

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

## 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): MODOC LUMBER CO.	2A. Secured Party Name(s): First Interstate Bank of Oregon, N.A. Klamath Falls Branch 2B. Address of Secured Party from which security information is obtainable: P. O. Box 608 Klamath Falls, OR 97601	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): 4th & Oak (P. O. Box 257) Klamath Falls, OR 97601		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) All equipment now owned or hereafter acquired. The equipment is, will or may be attached to real property so as to become a fixture. The real property to which the equipment is, will or may be attached is described on Exhibit A which is attached hereto and is by this reference incorporated herein.

Exhibit B also attached hereto and by this reference incorporated herein.

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: 3

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: Modoc Lumber Co.

By: Thomas L. Shaw  
Required Signature(s) President

## 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: Craig Klug  
883-4359

Recording party telephone number: \_\_\_\_\_

Return to: (name and address)

First Interstate Bank of Oregon  
Klamath Falls Branch  
P. O. Box 608  
Klamath Falls, Oregon 97601

Please do not type outside of bracketed area

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

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All those pieces or parcels of land situated in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

PARCEL A: Beginning at the most easterly corner of the parcel of land described as Parcel No. II in deed from Harry M. Ackley, et al to Central Pacific Railway Company, dated October 25, 1926 and recorded in Volume 72 of Deeds at Page 504, Records of Klamath County, State of Oregon, said corner being described in said deed as being in the southwesterly line of Block 88, Klamath Addition to the City of Klamath Falls, at a point distant thereon North 51°04' West, 18 feet from the south corner of said Block 88; thence along the southeasterly line of said Parcel No. II the following four courses: (1) South 74°15' West, 30.00 feet (2) South 82°51' West, 271.00 feet, (3) South 69°28' West, 74.00 feet and (4) South 55°28' West, 99.00 feet to a point; thence South 38°48' West, 1.90 feet to a point; thence South 38°40' West, 60.00 feet to a point in the northeasterly prolongation of a line which is parallel with and distant 200 feet southeasterly measured at right angles from the southeasterly line of that portion of Klamath Avenue (60 feet wide) bearing North 66°32' East; thence South 66°32' West along said prolongation and parallel line 689.89 feet to a point in the southeasterly prolongation of the northeasterly line of Payne Alley; thence North 23°28' West along said prolongation 200.00 feet to a point in said southeasterly line of Klamath Avenue; thence North 66°32' East along last said line 586.00 feet to a point; thence South 50°55' East, 114.32 feet; thence North 74°03'20" East, 73.23 feet to a point in the southwesterly line of the Center Street lot; thence North 50°55' West along said southwesterly line 19.24 feet to the most westerly corner of the parcel of land described as Parcel I in said deed dated October 25, 1926; thence along the northerly line of Parcels No. I and II of last said deed the following six courses: (1) easterly along a curve to the left having a radius of 370.78 feet through a central angle of 12°08'17" (chord of said curve bears North 79°15' East, 78.40 feet) an arc distance of 78.55 feet (2) North 71°59' East, 15.30 feet, (3) North 67°48' East, 48.80 feet, (4) North 64°48' East, 11.50 feet, (5) Easterly along a curve to the right having a radius of 586.359 feet through a central angle of 25°31'44" (chord of said curve bears North 77°47' East, 259.10 feet) an arc distance of 261.26 feet and (6) easterly along a curve to the left having a radius of 561.552 feet through a central angle of 7°57'28" (chord of said curve bears North 86°33'40" East 77.93 feet, shown as North 86°35' East 77.50 feet in last said deed) an arc distance of 77.99 feet to a point in said southwesterly line of Block 88; thence South 51°04'00" East, along last said line 51.20 feet to the point of beginning, containing an area of 3.576 acres, more or less.

EXCEPTING THEREFROM that portion of said property lying below a depth of five hundred (500) feet measured vertically from the contour of the surface thereof; provided, however, that grantor, its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property granted herein or any part thereof lying between said surface and five hundred (500) feet below said surface.

PARCEL B: Beginning at the point of intersection of the southeasterly line of Klamath Avenue with the southeasterly prolongation of the northeasterly line of Payne Alley according to the duly recorded plat of the original Town of Klamath Falls, thence South 23°28'00" East along said prolongation 200 feet; thence South 66°32'00" West, 310 feet; thence North 23°28'00" West, 200 feet; thence North 66°32'00" East, along the southwesterly prolongation of the southeasterly line of Klamath Avenue, 310 feet to the point of beginning, containing an area of 1.42 acres, more or less.

MODOC LUMBER CO.

By

*Thomas L. Shaw*  
President

Date: January 28, 1992

EXHIBIT A

1965

Certain real property situated in the City of Klamath Falls,  
County of Klamath, State of Oregon, described as follows:

Blocks 103 and 107 of Klamath Addition to the City  
of Klamath Falls, Oregon,

Together with the portion of vacated Elm Street  
lying between said Blocks.

- 1)Southeasterly 92.5' Lot 6 thru 10, Block 73
- 2)All Block 74 and vacated alley
- 3)All Block 86 and vacated alley
- 4)All Block 87 and vacated alley
- 5)All vacated Walnut Avenue between 2nd & 4th Streets
- 6)All vacated 3rd Street between Klamath and Oak Avenue  
Beginning S51°04', East 127.5' fm Wly  
Cor Block 74 southeasterly to Oak Street
- 7)Also northeasterly 1/2 vac. 2nd Street as per  
3rd Street
- 8)Also Nly 1/2 vac. Oak Street between 2nd & 4th Streets

MODOC LUMBER CO.

By Thomas L. Maes  
President

Date: January 28, 1992

EXHIBIT B  
FIRST ADDENDUM TO SECURITY AGREEMENT

1966

DATED: January 28, 1992

BETWEEN: FIRST INTERSTATE BANK OF OREGON, N.A.

"Bank"

AND: MODOC LUMBER CO.

"Borrower"

This is the first addendum to the Security Agreement ("Security Agreement") between Borrower and Bank executed simultaneously with this Addendum.

1. Terms used in this Addendum, which are defined in the Security Agreement, have the meaning given to them by the Security Agreement definition unless otherwise stated herein.

2. Without limiting the term "Liabilities" as defined in the Security Agreement, "Liabilities" specifically include but are not limited to: (a) Borrower's obligations to Bank on a December 2, 1988 promissory note ("Note") executed by Borrower in the face amount of \$3,600,000.00; (b) Borrower's agreements contained in a loan agreement dated December 2, 1988 executed in connection with the Note; and (c) Borrower's obligations to Bank incurred pursuant to an uncommitted secured revolving line of credit in the amount of \$4,500,000.00 maturing May 31, 1992, together with any extensions, modifications, renewals, increases or decreases thereof which Bank, in its sole discretion, elects to make.

3. Notwithstanding Section 1 of the Security Agreement, Bank and Borrower agree that Bank does not have a security interest in: (a) any motor vehicles for which a certificate of title exists which has been issued by the Motor Vehicle Division of the Department of Transportation of the State of Oregon; (b) Any of the personal property, furnishings, fixtures, equipment and the other contents of Borrower's office at 4th and Oak Streets, Klamath Falls, Oregon, excepting accounts, account records, inventory records and general intangibles related to accounts and inventory; (c) All interests of Modoc Lumber Co. of any kind or nature in J-Spear Ranch Co., including personal property, fixtures, goods, documents, instruments, general intangibles, chattel paper and accounts; (d) All interests of Modoc Lumber Co. of any kind or nature in SST Corporation, including personal property, fixtures, goods, documents, instruments, general intangibles, chattel paper and accounts; and (e) All real property.

4. This Addendum, consisting of one page, is attached to and made a part of the Security Agreement.

FIRST INTERSTATE BANK OF OREGON, N.A.

By [Signature]  
Title: Asst Vice Pres

MODOC LUMBER CO.

By [Signature]  
Title: President

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First Interstate Bank the 29th day  
of Jan. A.D., 19 92 at 12:34 o'clock P M., and duly recorded in Vol. M92  
of Mortgages on Page 1963.

FEE \$20.00

Evelyn Biehn County Clerk

By [Signature]