

42930

Vol. M92 Page - 6836

STATE OF OREGON

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

M92/6836

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):

CROWN PACIFIC (OREGON)
LIMITED PARTNERSHIP

2A. Secured Party Name(s):

BANK OF MONTREAL, Chicago Branch,
as Agent

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

1B. Debtor Mailing Address(es):

c/o CROWN PACIFIC, LTD.
One Financial Center, Suite 900
121 S.W. Morrison Street
Portland, Oregon 972042B. Address of Secured Party from
which security information is obtainable:115 South LaSalle Street
Chicago, Illinois 60603

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: made a part hereof☐ 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 of Debtor's right, title and interest in and to the collateral described on Schedule I attached hereto which is located on or relates to the real estate described on Exhibit A attached hereto and made a part hereof.

The real estate described as
Exhibit A attached hereto and

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: _____

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

By: CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP

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

By Crown Pacific, Ltd.
General PartnerRequired Signature(s) By Roger L. Krage
Secretary

INSTRUCTIONS

1. 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: _____

Recording party telephone number: _____

Return to: (name and address)

Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
Attn: K. Nystedt

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) 222-3137

APR 1 PM 2 15

Schedule I
to Financing Statement between
CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP, as Debtor
and
THE BANK OF MONTREAL as Agent
for certain Lender Parties under the Credit Agreement
dated as of October 4, 1991 among
Crown Pacific (Oregon) Limited Partnership,
Certain Lenders and
Bank of Montreal, as the Agent for the Lenders,
as Secured Party

The Collateral. For purposes of this Financing Statement, the term "Collateral" means and includes all right, title and interest of the Debtor in and to all of the following:

(i) Real Estate. All of the land described on Exhibit A attached hereto (the "Land"), together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all Development Rights, water, water stock, minerals and mineral rights and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Debtor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

(ii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by the Debtor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by the Debtor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(iii) Personal Property. All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment), all timber, and all other tangible property of any kind or character now or hereafter owned or purported to be owned by the Debtor and used or useful in connection with and located on the Real Estate, including, without limitation, all rights of the Debtor under any lease to furniture, furnishings, fixtures and other items of personal property located on the Real Estate at any time during the term of such lease, and all rights under and to all payments and escrow deposits for the payment of taxes, insurance premiums, assessments, rents and other amounts required to be escrowed with the Secured Party under the Credit Agreement (all of the foregoing is herein referred to collectively as the "Goods");

(iv) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Debtor relating to the Real Estate or the Improvements and all accounts, contract rights (other than Timber Agreements), instruments, chattel paper and other rights of the Debtor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of the Debtor, in the case of each of the foregoing, related to the Real Estate, the Timber or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles");

(v) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Debtor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");

(vi) Leases. All rights of the Debtor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Debtor or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases");

(vii) Plans. All rights of the Debtor, if any, to plans and specifications, designs, drawings and other matters prepared in connection with the Real Estate (all of the foregoing is herein called the "Plans");

(viii) Contracts for Construction or Services. All rights of the Debtor, if any, under any contracts executed by the Debtor with any provider of goods or services for or in connection

with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate or the Improvements, including any architect's contract (all of the foregoing is herein referred to collectively as the "Contracts for Construction");

(ix) Contracts for Sale or Financing. All rights of the Debtor, if any, as seller or borrower under any agreement, contract, option, understanding or arrangement (excluding this Financing Statement and the documents related hereto) pursuant to which the Debtor has, with the prior written consent of the Secured Party, obtained the agreement of any Person to pay or disburse any money for the Debtor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing is herein referred to collectively as the "Contracts for Sale") and all proceeds thereof; and

(x) Timber. All crops and all trees, timber to be cut from the Land or otherwise, timber, whether severed or unsevered and including standing and down timber, stumps and cut timber remaining on the Land or otherwise, and logs, wood chips and other forest products, whether now located on or hereafter planted or growing in or on the Land or otherwise (all Land secured hereunder which is suitable for timber production is referred to herein as "Timberland") or now or hereafter removed from the Land or otherwise for sale or other disposition (collectively the "Timber");

(xi) Timber Agreements. All agreements, contracts, arrangements or other contractual obligations, whether now existing or hereafter entered into, whereby Debtor or its predecessors in interest have granted, grant or will grant to third Persons the right to cut, harvest or otherwise remove Timber from the Land (to the extent Debtor has an interest in such rights) (collectively the "Cutting Rights Agreements") and all timber sales agreements, log sales agreements, purchase orders, purchase and sale agreements and other contractual obligations, whether now existing or hereafter entered into, whereby Debtor, as seller, is or may become obligated to cut, harvest or otherwise remove Timber harvested from the Land or to otherwise obtain Timber and to sell, exchange or deliver such Timber to third Persons, including, without limitation, the Boise Cascade Agreement (as defined in the Credit Agreement) (collectively the "Timber Sales Agreements") and all agreements, contracts or other contractual obligations, whether now existing or hereafter entered into, whereby third Persons have granted or will grant to Debtor the right to cut, harvest or otherwise remove Timber from real property not owned by Debtor at the pertinent time and all other rights of Debtor to cut, harvest or otherwise remove Timber from real property not owned by Debtor at the time in question (collectively the "Harvesting Contracts"; together the Cutting Rights Agreements, Timber Sales Agreements, and Harvesting Contracts are collectively referred to as the "Timber Agreements");

(xii) Minerals and Mineral Rights. All of Debtor's right, title and interest in and to the water, steam, thermal energy and other geothermal resources and all oil, gas, hydrocarbons, gravel, phosphate, limerock, 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 in, on, under or pertaining to the Land (the "Minerals") and all of Debtor's right, title and interest in and to the surface access and mining or drilling rights in, on, under or pertaining to the Land and all royalty, leasehold and other rights of Debtor pertaining thereto, and all agreements providing for the payment to Debtor 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") and all royalty, leasehold and other contractual rights of Debtor pertaining to the Minerals;

(xiii) Development 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");

(xiv) Authorizations. Any and 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 Debtor's acquisition or disposition of the Land or harvesting of the timber or for any other operations of Debtor relating to the Real Estate), 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 Debtor that relate to or concern in any way the acquisition, ownership, development, occupancy, use, operation, maintenance, management, restoration or disposition of all or any part of the Land and all related appurtenances, the Improvements, the Timber, the Minerals, the Mineral Rights, the Development Rights, and that are given or issued by any governmental agency or quasi-governmental authority as the same may be modified, amended or supplemented from time to time (collectively the "Authorizations"); and

(xv) Other Property. All other property or rights of the Debtor of any kind or character related to the Real Estate or the Improvements, the Timber, the Minerals, the Mineral Rights, the Development Rights, the Timber Agreements, the Authorizations and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing. (All of the Real Estate, the

Timber, and the Minerals, and the Improvements, and any interests, estates, or claims, both in law and in equity, which Debtor now has or may hereafter acquire through the Mineral Rights, Development Rights, and Timber Agreements, and any other property on or appurtenant to the Real Estate which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises").

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

TOWNSHIP 24 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN

SECTION

- 11: SE $\frac{1}{4}$
- 12: S $\frac{1}{4}$
- 13: Entire Section
- 14: N $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
- 15: E $\frac{1}{4}$, SW $\frac{1}{4}$
- 16: SE $\frac{1}{4}$, that portion of the W $\frac{1}{4}$ which lies east of the Great Northern Railroad right-of-way
- 22: E $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{4}$
- 23: E $\frac{1}{4}$ E $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ W $\frac{1}{4}$
- 24: Entire Section
- 25: Entire Section
- 26: E $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
- 27: W $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
- 28: E $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
- 33: NE $\frac{1}{4}$ NE $\frac{1}{4}$
- 35: NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
- 36: Entire Section

TOWNSHIP 24 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN

SECTION

- 7: Lots 13, 14 & 15
- 18: NE $\frac{1}{4}$, Lots 1 through 20 inclusive, N $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
LESS Highway Right of way
- 19: Entire Section

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 1st day
of April A.D., 19 92 at 2:15 o'clock P M., and duly recorded in Vol. M92,
of Mortgages on Page 6836

Evelyn Biehn County Clerk

By Dorinda Mendenhall

FEE \$35.00