

55324

Vol 198 Page 9830

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - Form UCC-1A
THIS FORM FOR COUNTY FILING OFFICER USE ONLY

ATC # 982084

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

1A. Debtor Name(s): Lane Plywood, Inc.	2A. Secured Party Name(s): Bank of Montreal, as Administrative Agent	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): 65 North Berteisen Building B Eugene, Oregon 97402-0463	2B. Address of Secured Party from which security information is obtainable: 115 South LaSalle Street Chicago, Illinois 60603 Attn: Forestry Group	4B. Address of Assignee:

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

See Exhibit A attached hereto

- ☒ The goods are to become fixtures on: See Schedule I ☒ The above timber is standing on: See Schedule I attached
- ☐ 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)

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 attached additional sheets: _____

A carbon, photographic or other reproduction of this form, financing statement or security agreement serves as a financing statement under ORS Chapter 79.

By: LANE PLYWOOD, INC.

Susan C. Blackman
Signature(s) of the Debtor required in most cases.

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

INSTRUCTIONS

1. PLEASE TYPE THIS FORM.

2. 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.

3. 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.

4. 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.

5. The RECORDING FEE must accompany the document. The fee is \$5 per page.

6. 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)

SEAN T. MALONEY
CHAPMAN AND CUTLER
111 WEST MONROE STREET
CHICAGO IL 60603-4080

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 in the the financing statement bearing the recording number shown above.

By: _____
Signature of Secured Party(ies) or Assignee(s)

This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or effect it may have upon the herein described property. This courtesy recording has been requested of ASPEN TITLE & ESCROW, INC.

Lane Fee Klamath

EXHIBIT A
TO UCC-1A FINANCING STATEMENT
(FEE PROPERTIES)

Debtor: Lane Plywood, Inc.

Secured Party: Bank of Montreal, as Administrative Agent

This financing statement covers the following property:

A. All right, title and interest of Debtor in respect of that certain real property located lying and being in the State of Oregon more particularly described in Schedule 1 attached hereto and made a part hereof including, but not limited to, all standing trees (both merchantable and pre-merchantable) and all downed trees, in either case now or hereafter growing, grown or located on said real property.

B. All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Paragraph A hereof and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner, and all proceeds thereof.

C. All right, title and interest of Debtor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, timber, logs, mineral, oil, and water rights belonging or in any wise appertaining to the property described in Paragraph A hereof and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Debtor in all rents, issues and

profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable.

D. All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Paragraph A hereof or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "*Condemnation Awards*").

E. All property and rights, if any, which are by the express provisions of this financing statement required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter, by installation or writing of any kind, be subjected to the lien hereof by Debtor or by anyone in Debtor's behalf.

F. All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Debtor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Paragraph A hereof or any part thereof.

G. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance.

SCHEDULE 1

PARCEL 1:

Block 1 through 40, CORRAL SPRINGS TOWN SITES "vacated" lying in Section 16, Township 27 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM the North 507 feet of even width.

PARCEL 2:

The North 507 feet of even width of Block 1 through 40, CORRAL SPRINGS TOWN SITES "vacated" lying in Section 16, Township 27 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 26th day
of March A.D., 19 98 at 3:15 o'clock p M., and duly recorded in Vol. 498
of Mortgages on Page 9830

FEE \$20.00

By Bernetha G. Letch County Clerk
Ketulin