

2010-002926

Klamath County, Oregon



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03/04/2010 12:14:22 PM

Fee: \$82.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
Jeffrey A. Benson	919.420.1700
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Jeffrey A. Benson, Esq. c/o Kilpatrick Stockton LLP 3737 Glenwood Ave., Suite 400 Raleigh, NC 27612	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
JWTR Timber Holdings, Inc.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
				USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		corporation	Oregon	247024-90 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
General Electric Capital Corporation				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
201 Merritt 7		Norwalk	CT	06851 USA
Attn: Account Manager - JWTR				

4. This FINANCING STATEMENT covers the following collateral:

See **Schedule 1** attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAIOLR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING				
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s). [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA				

Jackson County, Klamath County and Lake County, Oregon

(Fixture - Guarantor)

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

82Amf

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME JWTR Timber Holdings, Inc.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one name (11a or 11b) – do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME – insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See **Exhibit "A"** attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

Debtor

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Secured Party acting with respect to property held in trust or ☐ Decedent's Estates

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years
☐ Filed in connection with a Public-Finance Transaction – effective 30 years

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC1Ad) (REV. 05/22/02)

SCHEDULE 1
TO
UCC-1 FINANCING STATEMENT
BETWEEN
JWTR TIMBER HOLDINGS, INC.
AS "DEBTOR"
AND
GENERAL ELECTRIC CAPITAL CORPORATION
AS THE "SECURED PARTY"

DEBTOR HAS IRREVOCABLY GRANTED, ASSIGNED, BARGAINED, SOLD, CONVEYED, ALIENED, REMISED, RELEASED AND CONFIRMED AND BY THESE PRESENTS DOES HEREBY IRREVOCABLY GRANT, ASSIGN, BARGAIN, SELL, CONVEY, ALIEN, REMISE, RELEASE AND CONFIRM UNTO SECURED PARTY, ITS SUCCESSORS AND ASSIGNS, "WITH GENERAL WARRANTY", WITH POWER OF SALE, AND RIGHT OF ENTRY AND POSSESSION, AND TO THE EXTENT THE SAME CONSTITUTES PERSONAL PROPERTY, DEBTOR HEREBY GRANTS A SECURITY INTEREST TO SECURED PARTY, FOR THE BENEFIT AND SECURITY OF THE SECURED PARTY, THEIR SUCCESSORS, SUCCESSORS-IN-TITLE AND ASSIGNS, FOR THEMSELVES AND THE OTHER SECURED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ALL RIGHT, TITLE, INTEREST AND ESTATE OF DEBTOR IN, TO AND UNDER ALL OF THE FOLLOWING DESCRIBED LAND AND INTERESTS IN LAND, ESTATES, EASEMENTS, RIGHTS, IMPROVEMENTS, PERSONAL PROPERTY, FIXTURES AND APPURTENANCES (ALL OF WHICH PREMISES IS HEREINAFTER REFERRED TO COLLECTIVELY AS THE "PREMISES"):

A. All of the estate, right, title and interest in those certain tracts, pieces or parcels of land of which Debtor is now seized and in possession, which are described on Exhibit "A", attached hereto and incorporated herein by reference, such right, title and interest of Debtor in said tracts or parcels of land being hereinafter called the "Land";

B. All of the estate, right, title, interest, claim and demand whatsoever of Debtor of, in and to the Premises and every part and parcel thereof;

C. All buildings, structures and improvements now or hereafter located on the Land and owned by Debtor (the "Improvements"), all of which are declared to be a part of the Premises encumbered hereby and shall not be removed from the Premises without the prior written consent of Secured Party, and all interest of Debtor in and to the streets and roads abutting the Premises to the center lines thereof, the strips and gores within or adjoining the Premises, the air space and right to use said air space above the Premises, all rights of ingress and egress by pedestrians and motor vehicles to parking facilities on or within the Premises, and all easements now or hereafter affecting the Premises, royalties and all rights appertaining to the use and enjoyment of the Premises, including, without limitation, alley, drainage, sewer, mineral, water, oil, gas and hydrocarbons, rights, rights-of-way, vaults, ways, passages, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, licenses, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to

the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto and the reversion and reversions, remainder and remainders thereof;

D. All crops and all trees, whether now located in or on or hereafter planted or growing in or on the Land, and all timber (whether or not merchantable), whether severed or unsevered, including standing and downed timber, and stumps and cut timber remaining on the Land, and any and all logs, timber, lumber, finished or milled lumber, bark, sawdust, logging and milling waste, hog fuel, wood chips, all timber and lumber subject to any manufacturing process, all raw material and work in progress, and all goods, inventory and other timber products, now or hereafter owned or acquired by Debtor or in which Debtor has an interest arising out of, generated by or from, or in any way related to Debtor's business operations conducted on or from the Land, and any and all products or proceeds of any of the foregoing and wherever located (collectively the "Inventory");

E. All interests of Debtor in all biomass supply agreements, all forest management agreements, wood harvesting agreements, log delivery agreements, surface use agreements, and, stumpage contracts, whether now existing or hereinafter entered into by Debtor or any predecessor or successor in interest;

F. All fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, owned by Debtor, now or hereafter attached to, contained in, used or intended to be incorporated in or used in connection with the Premises or placed on any part thereof, though not attached thereto, including, but not limited to, all building materials, screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ovens (microwave, convection and others), refrigerators, freezers, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings, fixtures and articles of personal property all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold or leasehold, as the case may be, and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the Secured Indebtedness (hereinafter defined) secured by this Deed of Trust, and all trade names, trademarks, trade styles, service marks, copyrights, service contracts, computers and computer software, telephone equipment and systems, warranties, guarantees, business and building licenses and permits, architects and engineers plans, blueprints and drawings relating to the Premises (all of the items described in this paragraph F, the "Personal Property");

G. All leases, master leases, subleases, licenses and other agreements including, but not limited to, recreational, hunting and sporting camp leases, subleases, tenancies and other agreements related to the use or occupancy of all or any portion of the Premises, written or oral, recorded or unrecorded, and all guaranties, amendments, extensions and renewals of any such lease, license or agreement, now or hereafter entered into (collectively, the "Leases") and all rents, receipts, issues, profits, accounts receivable and revenues from time to time accruing of or from Leases or the Premises, the Improvements and the Fixtures (including without limitation all rental payments, tenant security deposits and escrow funds) including, without limitation, the right to receive and collect the rents, issues and profits payable thereunder (the "Rents");

H. All extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the foregoing, hereafter acquired by, or released to, Debtor, or constructed, assembled or placed by Debtor or by others for Debtor's benefit thereon, and all conversions of the security constituted thereby, which immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further conveyance, assignment or other act by Debtor, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein;

I. All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor in respect of any of the foregoing and all proceeds of the conversion, voluntary or involuntary, of the foregoing or any part thereof into cash or liquidated claims, including, without limitation, proceeds of claims under hazard and title insurance policies and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the foregoing by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement therein, including awards for any change of grade of streets; and

J. All products and proceeds of any of the foregoing including all such proceeds acquired with cash proceeds in whatever form, whether real or personal property and, if personalty, whether such property shall constitute "*goods*," "*accounts*," "*inventory*," "*equipment*," "*instruments*," "*chattel paper*," "*documents*" or "*general intangibles*," all as defined under Article 9 of the Uniform Commercial Code in effect in the State of Oregon.

PORTIONS OF THE PREMISES ARE GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE PREMISES DESCRIBED IN OR REFERRED TO IN EXHIBIT "A". THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD OR RECORDED IN THE REAL ESTATE RECORDS OF EACH COUNTY IN WHICH SAID PREMISES OR ANY PORTION THEREOF IS LOCATED. DEBTOR IS THE OWNER OF A RECORD FEE SIMPLE INTEREST IN THE PREMISES CONCERNED.

EXHIBIT "A"

DESCRIPTION OF THE LAND

Located in the Counties of Klamath and Lake, State of Oregon

IN THE COUNTY OF KLAMATH, STATE OF OREGON, AS FOLLOWS:

DEEP CREEK PARCEL

PARCEL 1:

Section 3 - S1/2
Section 4 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
Section 5 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
Section 6 - Government Lots 1 and 2, S1/2 NE1/4, SE1/4
Section 7 - E1/2 NE1/4
Section 8 - N1/2, SE1/4, NE1/4 SW1/4
Section 9 - All
Section 10 - All
Section 11 - All
Section 12 - All
Section 13 - All
Section 14 - All
Section 15 - All
Section 16 - All
Section 17 - E1/2
Section 20 - NE1/4, E1/2 SE1/4
Section 21 - All
Section 22 - All
Section 23 - All
Section 24 - All
Section 25 - All
Section 26 - All
Section 27 - All
Section 28 - All
Section 29 - E1/2 E1/2
Section 32 - E1/2 E1/2
Section 33 - All
Section 34 - All
Section 35 - All
Section 36 - All

All being in Township 31 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

Section 1 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
Section 2 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
Section 3 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
Section 4 - Government Lots 1, 2, 3 and 4, S1/2 N1/2, S1/2
Section 5 - Government Lot 1, SE1/4 NE1/4, E1/2 SE1/4
Section 8 - E1/2 E1/2
Section 9 - All
Section 10 - All
Section 11 - All
Section 12 - All
Section 13 - All
Section 14 - All
Section 15 - All
Section 16 - All
Section 17 - E1/2 E1/2
Section 20 - E1/2 E1/2
Section 21 - All
Section 22 - All
Section 23 - All
Section 24 - All
Section 25 - All
Section 26 - All
Section 27 - All
Section 28 - All
Section 33 - All
Section 34 - All
Section 35 - All
Section 36 - All

All being in Township 32 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

IN THE COUNTY OF LAKE, STATE OF OREGON, AS FOLLOWS:

PARCEL 78

TOWNSHIP 31 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

Section 7:	ALL
Section 8:	ALL
Section 9:	ALL
Section 10:	ALL
Section 11:	ALL
Section 12:	ALL
Section 13:	ALL
Section 14:	ALL
Section 15:	ALL
Section 16:	ALL

Section 17: ALL
Section 18: ALL
Section 19: ALL
Section 20: ALL
Section 21: ALL
Section 22: ALL
Section 23: ALL
Section 24: ALL

PARCEL 79

TOWNSHIP 31 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

Section 25: ALL
Section 26: ALL
Section 27: ALL
Section 28: ALL
Section 29: ALL
Section 30: ALL
Section 31: ALL
Section 32: ALL
Section 33: ALL
Section 34: ALL
Section 35: ALL
Section 36: ALL

PARCEL 80

TOWNSHIP 31 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN

Section 5: ALL
Section 6: ALL
Section 7: ALL
Section 8: ALL
Section 17: ALL
Section 18: ALL
Section 19: ALL
Section 20: ALL

PARCEL 81

TOWNSHIP 31 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN

Section 29: ALL
Section 30: ALL
Section 31: ALL
Section 32: ALL

PARCEL 82

TOWNSHIP 32 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN

Section 1:	ALL
Section 2:	ALL
Section 3:	ALL
Section 4:	ALL
Section 5:	ALL
Section 6:	ALL
Section 7:	ALL
Section 8:	ALL
Section 9:	ALL
Section 10:	ALL
Section 11:	ALL
Section 12:	ALL
Section 13:	ALL
Section 14:	ALL
Section 15:	ALL
Section 16:	ALL
Section 17:	ALL
Section 18:	ALL
Section 19:	ALL
Section 20:	ALL
Section 21:	ALL
Section 22:	ALL
Section 23:	ALL
Section 24:	ALL
Section 25:	ALL
Section 26:	ALL
Section 27:	ALL
Section 28:	ALL
Section 29:	ALL
Section 30:	ALL
Section 31:	ALL
Section 32:	ALL
Section 33:	ALL
Section 34:	ALL
Section 35:	ALL
Section 36:	ALL

PARCEL 83

TOWNSHIP 32 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN

Section 29:	ALL
Section 30:	ALL
Section 31:	ALL
Section 32:	ALL

PARCEL 84

TOWNSHIP 32 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN

Section 5:	ALL
Section 6:	ALL
Section 7:	ALL
Section 8:	ALL
Section 17:	ALL
Section 18:	ALL
Section 19:	ALL
Section 20:	ALL