

98007

6-26-901

PROMISSORY NOTE

\$17,583.74

Stevenson, Washington
October 29, 1982

FOR VALUE RECEIVED, we promise to pay to the order of
KOPPERS COMPANY, INC., the sum of SEVENTEEN THOUSAND FIVE HUNDRED
EIGHTY-THREE AND 74/100 DOLLARS payable as follows:

In monthly installments of \$800.00 on or before November 30, 1982, and the sum of \$1,771.39, or more at maker's option, commencing on the last day of December, 1982, and continuing on the last day of each month thereafter until the entire principal balance and interest is paid in full, provided however, that the entire principal balance and interest shall be paid in full on or before September 30, 1983. The declining principal balances shall bear interest from the date of this instrument at the rate of ten percent (10%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month to month, and the balance credited to principal.

If any of said installments are not so paid, then the whole balance of principal and interest shall become immediately due and payable without further notice at the option of the holder hereof. This note shall bear interest at the rate of twelve percent (12%) per annum after maturity, or after failure to pay any installment herein, and if this note is placed in the hands of an attorney for collection, or if suit shall be brought to collect any portion of the principal or interest herein, then we promise to pay a reasonable sum as attorney fees. Each maker of this note executes the same as a principal and not as a surety.

This note is secured by the assignment, for security purposes, of all leases on equipment presently used by maker in the conduct of maker's sawmill operation in Carson, Washington, and the further assignment of the lease with the Port of Skamania County for the real property on which the sawmill operations are conducted, copies of such leases being attached hereto and maker, by the execution of this instrument hereby confirms and executes such assignment and agrees that, in the event of default hereunder, payee shall be privileged to realize on such assignments by taking possession of and operating under the terms of said leases.

HORIZONS FOREST PRODUCTS, INC.

By: Michael L Knabell

Michael L. Knobel, President

RECEIVED IN THE LIBRARY OF THE
TRANSACTION EXCISE TAX

1954

Sherman County Lawyer

MILLER & LAHMANN
ATTORNEYS AT LAW
335 N E 5TH AVE
CAMAS WASHINGTON 98607
AREA CODE 206 TELCHPHONE 634-2304



STATE OF OKLAHOMA,
COUNTY OF OKLAHOMA,

INSTRUCTIONS FOR THE STUDENT

John J. Reed

Lot 461. *Streblus*

~~4-00~~ 8-3 1983

WAS RECEIVED 6

April 20, 1881.

RECORDS OF THE COMMITTEE WITH

Augt 19th 1863

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SCOTT 6 P.D. 902

and reside and do business at the address of ... APRIL

....., hereinafter called the lessor, and, hereinafter called the lessee, WITNESS, AS FOLLOWS:

The lessor does hereby lease and convey unto the lessee, and the lessee hires from the lessor, subject to the terms and conditions hereinafter set forth, the following described personal property, to-wit:

LOADER CAT 950 FRONT END LOADER

Serial # 90 P 1446

FOR HIRE AND TO HOLD the same unto the lessee from the 30 day of APRIL 1982 until the 5th day of MAY 1982, at and for a rental for the use of said property of the sum of \$ 345.75 per MONTH, payable in advance to the order of the lessor; the lessor hereby acknowledges payment by the lessee of the sum of \$ 19.00 covering the period from

19.....; subsequent rental payments shall become due and payable on the 5th day of each MONTH hereafter. All rents not paid when due shall bear interest after maturity at the highest lawful rate until paid. The receipt and acceptance by the lessee of the leased property shall constitute acknowledgement that the property has been found by lessee to be in good, safe and serviceable condition.

During the term of this lease, the lessee will take proper care of said leased property and be responsible for and will pay all charges for upkeep and storage of said property and will insure, at lessee's own expense, any and all repairs and will supply and pay for any and all parts and accessories necessary to maintain said leased property in proper condition and good order. Lessee further agrees that he will not remove said leased property or any thereof from the address set forth below his signature hereeto and that he will not exhibit said property or use it in any place unless lessor's written consent has first been had and obtained.

The lessor and his representatives at all times shall have free access to lessee's premises during business hours for the purpose of inspecting said personal property or watching its use and operation or of altering, repairing, improving or adding to it or determining the nature or extent of lessee's use thereof, and the lessee shall afford the lessor and his representatives all reasonable facilities therefor. The lessor reserves the privilege of terminating this lease and removing the said leased property from the possession of the lessee on twenty-four hours written notice, if upon inspection, lessor finds that said personal property is in any manner being abused or neglected or is beyond reasonable and its capacity.

The lessee further agrees to defend, at lessor's own expense, any and all actions brought against either or both of the parties hereto for damages or property caused by the leased property or by its operation, and agrees to hold lessor harmless of and from any and all claims and demands that may arise or be occasioned to any person or to any property by or through the use of the leased property during the term of this lease or any renewal hereof.

Time is of the essence of this contract, should lessee fail to make any of said rental payments promptly in advance as specified, or should he for any reason be or become in default in the performance of this lease, or should he sell or dispose of or attempt to sell or dispose of any of said personal property, or should any thereof be attached or levied upon or removed or attempted to be removed from said premises, or should bankruptcy or receivership proceedings be brought by or against lessee, then, in any such event, lessor, in lessor's opinion, may terminate this lease forthwith.

Upon the termination in any manner whatsoever of this lease, or of any renewal hereof, lessor shall be entitled to the immediate possession of said leased property and lessee agrees forthwith to deliver the leased property to the lessor at lessor's address below, complete and in good order and condition, reasonable wear and tear alone excepted; should the lessor fail so to do, the lessor may take said personal property into his possession and for that purpose may enter the premises of the lessor and repossess said personal property therefrom, in which event the lessor, save any trespass or right of action by reason of such removal, lessor's liability for and resulting claim said leased property is delivered to lessor, or possession thereof is recovered by lessor, in the condition aforesaid.

No waiver by the lessor of the nonperformance or violation of any condition of this lease or of any default hereunder shall be construed to be or operate as a waiver of any subsequent nonperformance, violation or default.

In the event of any suit or action to recover and judgment to recover possession of said personal property, or any thereof or to recover damages from the lessor on account of any breach of this agreement, lessee agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees, to the lessor, in addition to costs and suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the lessor agrees to pay such further sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

No agreement between the parties hereto to the sale of said personal property to the lessee has been made or is to be implied.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in triplicate on this, the day and year first above written.

HORIZON FOREST Prod. INC.

Lessor
By _____

By M. H. Oberholzer Pres.

Lessor's Address:

Lessee's Address: P.O. Box 415

ICE KNIFL 206/837-3346 Carson, Wash 98610

BOOK 6 PAGE 903

For Commercial Use Only

Date

10-10-1962

LESSOR PROPERTIES

834 S.W. Westwood Dr., 100

FSL 10

State

Zip

Phone

The property will be located and used by lessor for leases unto the above named lessee, and lessor rents from lessor, subject to the terms and conditions hereinbelow and on the reverse hereof, the following described personal property, to wit:

MADE	NO.	ITEM OR DESCRIPTION	REMARKS
45 Kneipe Hoyer			

the following extras and accessories:

(If space insufficient, attach separate schedule bearing initials or signatures of both parties.)

5 Years

beginning 10-10-62

Before entering into this lease, lessor further

agrees to inspect lessor's stock and inspected same. The acceptance thereof by lessee shall constitute acknowledgment that the property has been found to be in good, safe and serviceable condition.

SECTION 1. RENTS. Lessee agrees to pay rent for the use of said property

at the rate of \$ 60.00 per month,

to be paid in advance to the order of lessor. Lessor hereby acknowledges receipt

of sum of \$ 60.00 covering the period from

10-10-62 to 10-10-63. At the end of this period, all right, rental payments shall become due and payable at the following

rate of RENTS PAYABLE

for lessors not paid when due shall bear interest after maturity at the highest

rate of interest allowed by law.

SECTION 2. MAINTENANCE. During the term of this lease and any renewal

term, if lessor requires proper care of said leased property, shall have a right

to enter upon it or require by incompetent or unqualified persons or subjected

to excessive or unusual rough usage, shall pay for all damage and injury to said

property, except we responsible for and pay all costs of storage and all upkeep

and all other expenses of lessor's own, any and all repairs and will supply and

pay for any and all parts and accessories needed to maintain said leased property

in proper condition and good order.

SECTION 3. LOCATION. Lessee agrees that he will not remove said leased

SECTION 4. OTHER TERMS AND CONDITIONS:

NON-O

THE ADDITIONAL PROVISIONS ON THE REVERSE HEREOF ARE PART OF THIS LEASE.

IN WITNESS WHEREOF, the parties have executed this lease in triplicate on this, the day and year first above written.

10-10-62
Terry C. Reddick

John W. Hagan

Lessee

By

RENEWAL CLAUSE

19. The foregoing lease hereby is renewed and extended for an additional term of

hours/days/weeks/months, (indicate which) commencing

19, for the same rental and on the same terms and conditions

Lessor

By

Lessee

FILE PAGE 704

RECORDS - 81.

Machinery & Equipment - Goods
(For Commercial Use Only)

ARTSBURY
C. KOOBEL

Lessor A.B.I. LEASING

418 Address 234 WESTWOOD DRIVE
98110 Zip 97201
Phone CITY STATE ZIP

This property will be located and used by lessee for the term of this lease, until the above named lessor and lessee rents from lessor subject to the terms and conditions hereinafter and on the reverse side, for commercial use only, the following described personal property, to wit:

ITEM	MAKE	NO.	TYPE OR USE	REMARKS
1	MODEL 359	SN 67546A	4X2D	
2	WIL-163	155453	4X2D	
3	TRAILER	671-50-0430		
4	AC STAN/FRONT SIDEBOAR HURST TRAILER	NEW		
5	TRANSMISSIONS AND ACCESSORIES			

(If space insufficient, attach separate schedule bearing initials or signatures of both parties.)

ITEMS beginning 12-30, 1980. Before entering into this lease, lessee selected weeks monthly rate which was agreed upon by lessor and lessee, and from lessor's stock and inspected same. The acceptance thereof by lessee shall constitute acknowledgment that the property has been found by lessor to be in good, safe and serviceable condition.

Lessee agrees to pay rent for the use of said property per month, which is to be paid in advance, and which covers the period of lessor's ownership of the equipment, lessor hereby acknowledges receipt covering the period from _____ to _____.

Lessee shall become due and payable at the following time and place, interest after maturity of the rental period, and at the rate of one and one-half percent per month, or part thereof, on the unpaid balance of the rental amount, plus interest, if any, accrued thereon, and on all amounts due under this lease.

MAINTENANCE During the term of this lease and only renewals, lessor agrees to maintain the leased property, shall not permit it to be damaged by incompetent or unqualified persons, or subjected to unusual usage, shall pay for all damage and injury to said property, and responsible for and pay all costs of storage and of repairing same, lessor's own expense, and shall not permit any unauthorized persons to enter or remain on the leased property.

LOCATION Lessee agrees that he will not remove said leased property from the premises hereinabove described.

OTHER TERMS AND CONDITIONS:

LESSOR IS RESPONSIBLE FOR ALL USUAL MAINTENANCE AND REPAIRS, EXCLUDING SALT WIRE MAINTENANCE INSURANCE ON FINE EQUIPMENT USED OFF PREMISES. THEREFORE, THE LESSEE WILL MAINTAIN LIABILITY INSURANCE IN FORCE ON ON-SITE EQUIPMENT.

REVISIONS ON THE REVERSE HEREOF ARE PART OF THIS LEASE.

Witnesses have signed this lease in triplicate on this the day and year first above written.

C. Koobel 12/30/80 12/30/80 12/30/80
John J. Leasing 12/30/80 12/30/80 12/30/80

RENEWAL CLAUSE

The foregoing lease agreement is renewed and extended for an additional term of weeks/months (indicate which) commencing 19_____, for the same rental and on the same terms as

