BOOK 127 PAGE 111

FILED FOR RECORD SKAFF - BY Hugh 3 T. Potter 14 01 111 '92 Jan 30 📗

NOTICE OF LIEN

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GREAT AMERICAN INSURANCE CO.,

Claimant,

REVISED STUMPAGE LIEN

vs.

STEVENSON CO-PLY, INC.,

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NOTICE IS HEREBY GIVEN that Great American Insurance (hereinafter "Great American") claims a lien under RCW 60.24.035 and related sections of Chapter 60.24 RCW against all logs (and all manufactured products therefrom) which (1) were sold to Stevenson Co-Ply, Inc., (hereinafter "Co-Ply") by the United States of America acting through the Forest Sirvice, United States Department of Agriculture (hereinafter "Forest Service") under its timber sale contracts with Co-Ply for the following described sales and (2) which have been removed from the site of the sales from and after November 1, 1991:

> Sale Name 1.)

Noble Contract No. 074493

National Forest:

Gifford Pinchot

Ranger District:

Mt. Adams Skamania, Washington

County/State Log Brand

Sale Name 2.)

Kenan 079054

Contract No.

Gifford Pinchot

National Forest:

Wind River

Ranger District:

Skamania, Washington

County/State Log Brand

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Co-Ply does business in Skamania County, Washington at its mill sites in Home Valley and Stevenson.

The Claimant, Great American, claims this lien as the subrogee of the Forest Service, based on Great American's issuance of its Blanket Payment Bond, No. FS3503789, with Co-Ply as the principal and the Forest Service as the obligee, for all Forest Service timber sales contracted for by Co-Ply from the Gifford Pinchot National Forest. Co-Ply has defaulted in payments due to the Forest Service, under said timber sale contracts for the logs removed from the sites of those sales in November, 1991, and thereafter. Co-Ply

was in default under the terms of said timber sale contracts when it failed to make its payments due December 26, 1991. Great American was under an obligation to pay and has paid the Forest Service for the logs removed from the Noble Timber Sale in November, 1991, in the amount of Five Hundred and Sixty Seven Thousand Eight Hundred and Eight Dollars and Eighteen Cents (\$567,808.18) and for the logs removed from the Kenan Timber Sale in November, 1991, in the amount of Seven Thousand Five Hundred and Forty Six Dollars and Thirty Two Cents (\$7,546.32). Great American is therefore subrogated to the Forest Service's lien rights for said amounts plus all sums hereafter paid by Great American to the Forest Service as a result of Co-Plys continuing default in payments due to the Forest Service under the Noble Timber Sale contract for the logs removed from the site of said sale from and after December 1, 1991, which additional sums will be in the amount of at least Three Hundred and Seventy One Thousand Eight Hundred and Forty One Dollars and Thirty Two Cents (\$371,841.32).

Great American therefore claims a lien upon all said logs and the manufactured product therefrom from the Noble Timber Sale in the amount of at least Nine Hundred and Thirty Nine Thousand Six Hundred Forty Nine Dollars and Fifty Cents (\$939,649.50) plus interest and upon all said logs and the manufactured product therefrom from the Kenan Timber Sale in the amount of Seven Thousand Five Hundred and Forty Six Dollars and Thirty Two Cents (\$7,546.32) plus interest.

Great American is the owner and holder of a deed of trust which secures the payment of at least a portion of the amounts claimed in this lien, the value of which security is not known at this time. There are no other known credits or offsets against the amounts claimed in this lien.

This revised Stumpage Lien revises and supplements Great American's Stumpage Lien, recorded January 22, 1992, in Book 126, Page 936, Auditor's File No. 112783, Skamania County Lien Records.

Great American Insurance Company

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Hugh J. Potter, As Attorney-in-Fact and Attorney for Claimant, Great American Insurance Company

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(206) 693-5883

STATE OF WASHINGTON ) :ss.
County of Clark )

HUGH J. POTTER, being first duly sworn, on oath says that he is the Attorney-in-Fact and Attorney for Claimant, Great American Insurance Company, named in the foregoing claim, has read the same, knows the contents thereof, and believes the same to be true.

Hugh J. Botter

Subscribed and sworn to me this 30 day of January, 1992.

Notary Public Commission Expires 04 12 1995

