

112915

BOOK 127 PAGE 263

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Hugh J. Keller*

FEB 6 12 53 PM '92

P. Savory
AUDITOR

GARY H. OLSON

NOTICE OF LIEN

GREAT AMERICAN INSURANCE CO.,)

Claimant,)

vs.)

STEVENSON CO-PLY, INC.,)

SECOND REVISED STUMPAGE
LIEN

NOTICE IS HEREBY GIVEN that Great American Insurance Co., (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 were sold to Stevenson Co-Ply, Inc., (hereinafter "Co-Ply") by the United States of America acting through the Forest Service, United States Department of Agriculture (hereinafter "Forest Service") under its timber sale contracts with Co-Ply for the following described sales:

- | | | | |
|-----|------------------|---|----------------------|
| 1.) | Sale Name | : | Noble |
| | Contract No. | : | 074493 |
| | National Forest: | : | Gifford Pinchot |
| | Ranger District: | : | Mt. Adams |
| | County/State | : | Skamania, Washington |
| | Log Brand | : | (N) |
| 2.) | Sale Name | : | Kenan |
| | Contract No. | : | 079054 |
| | National Forest: | : | Gifford Pinchot |
| | Ranger District: | : | Wind River |
| | County/State | : | Skamania, Washington |
| | Log Brand | : | \SA/ |

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. 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

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BOOK 127 PAGE 244

an obligation to pay and has paid the Forest Service for the logs removed from the site of said timber sales in November and December, 1991, as follows:

Noble Timber Sale:

November 1991	\$567,276.82
December 1991	<u>\$375,954.03</u>
Total	<u>\$943,230.85</u>

Kenan Timber Sale:

November 1991	\$7,539.28
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Great American is therefore subrogated to the Forest Service's lien rights for said amounts and claims a lien upon all the logs and the manufactured product therefrom from the Noble Timber Sale in the amount of Nine Hundred and Forty Three Thousand Two Hundred and Thirty Dollars and Eighty Five Cents (\$943,230.85) plus interest and upon all the logs and the manufactured product therefrom from the Kenan Timber Sale in the amount of Seven Thousand Five Hundred and Thirty Nine Dollars and Twenty Eight Cents (\$7,539.28) 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 and its Revised Stumpage Lien, recorded January 30, 1992, in Book 127, Page 111, Auditor's File No. 112861, Skamania County Lien Records.

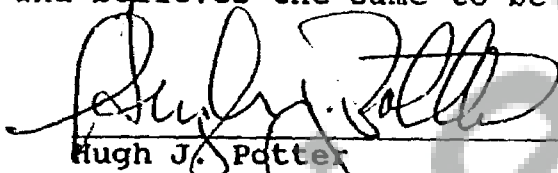
Great American Insurance Company

By: 

Hugh J. Potter, As Attorney-in-Fact and Attorney for Claimant,
Great American Insurance Company
1014 Franklin Street
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Vancouver, Washington 98666
(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. Potter

Subscribed and sworn to me this 10th day of February, 1992.



Notary Public
Commission Expires Oct 22, 1995

