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BOOK 126 PAGE 936

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BY Blair, Schaefer, etc.

JAN 22 1992

O. Lowry

GARY L. SON

## NOTICE OF LIEN

GREAT AMERICAN INSURANCE CO.,  
Claimant,  
vs.  
STEVENSON CO-PLY, INC.

## 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 (1) 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 and (2) which have been removed from the site of the sales from and after November 1, 1991:

- 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. Claimant is advised and believes that at least some of the logs and/or manufactured product therefrom upon which this claim of lien is made are located in Clark County, Washington.

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

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was in default under the terms of said timber sale contracts when it failed to make its payments due December 26, 1991. Great American is under an obligation to pay for and is paying the Forest Service for the logs removed from the Noble Timber Sale in November, 1991, in the amount of Five Hundred and Sixty Two Thousand Six Hundred and Seven Dollars and Forty Two Cents (\$562,607.42) plus interest and for the logs removed from the Kenan Timber Sale in November, 1991, in the amount of Seven Thousand Four Hundred and Fifty Two Dollars and Sixty Eight Cents (\$7,452.68) plus interest. 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 said timber sale contracts for the logs removed from the sites of said sales 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) plus interest.

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 Four Thousand Four Hundred Forty Eight Dollars and Seventy Four Cents (\$934,448.74) plus interest and upon all said logs and the manufactured product therefrom from the Kenan Timber Sale in the amount of Seven Thousand Four Hundred and Fifty Two Dollars and Sixty Eight Cents (\$7,452.68) plus interest. There are no known credits or offsets against the amounts claimed in this lien.

Great American Insurance Company

By: 

Clark W. Gilbert, Vice President

By: 

Hugh J. Potter, of Attorneys for  
Claimant  
1014 Franklin Street  
P.O. Box 1148  
Vancouver, Washington 98660  
(206) 693-5883

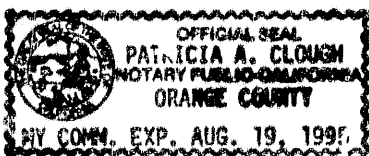
STATE OF CALIFORNIA )

County of ORANGE )<sup>SS.</sup>

CLARK W. GILBERT, being first duly sworn, on oath says that he is the Vice President of Great American Insurance Company, Claimant, named in the foregoing claim, has read the same, knows the contents thereof, and believes the same to be true.

Clark W. Gilbert  
Clark W. Gilbert

Subscribed and sworn to me this 21<sup>st</sup> day of January, 1992.



Patricia A. Clough  
Notary Public

Commission Expires 8-19-95