

23743

UCC-2

PLEASE TYPE FORM

This FIXTURE FILING is presented pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE. **SKAMANIA COUNTY**

☐ LEASE - This filing is for informational purposes only. The terms debtor and secured party are to be construed as LESSEE and LESSOR.

☐ CONSIGNMENT - This filing is for informational purposes only. The terms debtor and secured party are to be construed as CONSIGNEE and CONSIGNOR.

1. DEBTOR(S) or assignor(s)
(last name first, and address(es))

Multnomah Plywood Corporation
58144 Old Portland Road
St. Helens, Oregon 97051

2. FOR OFFICE USE ONLY

INSTRUMENT NO. 2441A

FILED BY Security Pacific Bank
AT 2:19 P.M. July 16, 1991

DEPUTY COUNTY AUDITOR
SKAMANIA COUNTY, WASH.

3. NUMBER OF ADDITIONAL SHEETS ATTACHED

4. SECURED PARTY(IES) or assignee(s)
(name and address)

Security Pacific Bank Oregon
Special Assets Department
P.O. Box 3066
Portland, OR 97208

5. ASSIGNEE(S) of SECURED PARTY(IES)
(if applicable)
(last name first, and address(es))

Registered
Indexed
Indirect
Filed

FILED FOR RECORD
SKAMANIA COUNTY, WASH.
BY Security Pacific Bank
JUL 16 2 19 PM '91

6. This FIXTURE FILING covers the following types or items of property:

- ☐ The goods are to become fixtures on...
☒ The property is timber standing on...
☐ The property is minerals or the like (including gas and oil) or accounts to be financed at the wellhead or minehead of the well or mine located on...
(Describe real estate. Use legal description.)

See attached Exhibit "A" hereto and by reference incorporated herein.

This fixture filing is to be filed for record in the real estate records. If the debtor does not have an interest of record in the realty, the name of a record owner is _____

☐ Products of collateral are also covered.

7. RETURN ACKNOWLEDGMENT COPY TO:

SECURITY PACIFIC BANK OREGON
Special Assets Department - OR-890
P.O. Box 3066
Portland, OR 97208

FILE FOR RECORD WITH
COUNTY AUDITOR OF COUNTY
IN WHICH REAL PROPERTY IS
LOCATED.

8. This statement is signed by the Secured Party(ies) instead of the Debtor(s) to perfect a security interest in collateral. (Please check appropriate box)

- (a) ☒ already subject to a security interest in another jurisdiction when it was brought into this state, or where the debtor's location was changed to this state, or
(b) ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
(c) ☐ as to which the filing has lapsed, or
(d) ☐ acquired after a change of name, identity, or corporate structure of the debtor(s).

Complete fully if box (d) is checked;
complete as applicable for (a), (b), and (c).

Original recording number _____

Filing office where filed _____

Former name of debtor(s) _____

9. Multnomah Plywood Corporation

By: Robert R. Tyler Resident
TYPE NAME(S) OF DEBTOR(S) (or assignor(s)) Title

USE IF APPLICABLE:

TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))

SIGNATURE(S) OF DEBTOR(S) (or assignor(s))

SIGNATURE(S) OF SECURED PARTY(IES) (or assignee(s))

10. TERMINATION STATEMENT: The SECURED PARTY(IES) certifies that the SECURED PARTY(IES) no longer claims a security interest under the fixture filing bearing the recording number shown above.

NAME _____

DATE _____

SIGNATURE _____

Return to: COUNTY AUDITOR of County where original filing/recording was made.

EXHIBIT "A"

Assignment in Trust

(Lake Thin Timber Contract)

1. Assignment. For valuable consideration, receipt whereof is hereby acknowledged, Multnomah Plywood Corporation ("MPC") hereby assigns, transfers, and sets over unto Security Pacific Bank Oregon ("SPBO"), in trust as security for the indebtedness hereinafter referred to, all of its interests, rights, and obligations under and by virtue of that certain timber sale Contract No. 063140, dated June 18, 1981, between MPC as purchaser and the United States of America, (the "Timber Contract") pursuant to which MPC agreed to purchase timber from an area of 356 acres, more or less, located in Sections 1, 2, 11, and 12, T.S.W. R.E., Section 36 T.8N., R. 8E., and Section 6, T.5N., R.9E., W.N., Unsurveyed, Skamania County, Washington. MPC also assigns, transfers, and sets over into SPBO all of MPC's interest in and rights to any balance on deposit with the United States to the credit of SPBO. This assignment is made in trust for the repayment of that certain indebtedness payable by MPC to the SPBO in accordance with the terms of that Debtor in Possession Credit Agreement, executed by MPC in favor of SPBO, dated May 17, 1991, and approved by the U.S. Bankruptcy Court for the District of Oregon by order entered on May 20th, 1991 ("the Court Order").

2. Duty to Perform. It is understood that SPBO shall not be liable for nor have any responsibility for the performance of any of the obligations, agreements, and covenants undertaken, made, or assumed by MPC under the Timber Contract so long as SPBO has not entered into actual possession of MPC's rights under said Timber Contract, and until such time, MPC shall remain fully responsible and liable for the performance of any and all such obligations, agreements, and covenants under said Timber Contract. MPC hereby agrees to fully conform and comply with all such obligations, agreements, and covenants under the Timber Contract as long as any of the indebtedness secured by this Assignment remains outstanding. MPC also covenants and agrees to maintain said Timber Contract in good standing in all respects so long as any of said indebtedness does so remain outstanding.

3. Authority to Assign. Pursuant to the Court Order, this Assignment is being made pursuant to the authorization for assignment provided for in provision B8.4 of the Timber Contract and subject to all the limitations and conditions upon assignment, it being understood that this assignment is made in trust for the purpose of security of indebtedness and is intended to be in full conformity with the permission for assignment as contained in said provision B8.4, the provisions of said provision B8.4 being incorporated herein by reference.

DATED this 30 day of May, 1991.

MULTNOMAH PLYWOOD CORPORATION

By

Title:

Robert R. Lybo
President

STATE OF OREGON

County of Multnomah) ss.

I certify that I know or have satisfactory evidence that Del Taylor is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it is as the President (e.g., officer, trustee, etc.) of Multnomah Plywood Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and sworn to before me this 30th day of May, 1991.

Holence K. Munnell
Notary Public for Oregon

My commission expires: 9-13-93

Consent to Assignment in Trust

The United States of America, through its Contracting Officer, consents to that assignment in trust, dated May 17, 1991, by MPC to SPBO of all rights and interest of MPC in Timber Contract as collateral security for a loan made by SPBO to MPC, subject, however, to the following conditions: (a) The execution of this consent to assignment shall not be construed as a transfer of the said Timber Contract or as a release of the purchaser or the purchaser's surety from their obligation to the United States under said Timber Contract, and (b) the execution of this consent to assignment shall not give the said assignee authority to conduct logging or other operations under said Timber Contract except as agent for the purchaser.

DATE this 6th day of June, 1991.

UNITED STATES OF AMERICA

By Monte Wilcox
Contracting Officer

STATE OF ~~OREGON~~ WASHINGTON
County of CLARK) ss.

I certify that I know or have satisfactory evidence that Monte Wilcox is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it is as the Contracting Officer (e.g., officer,

trustee, etc.) of United States of America to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and sworn to before me this 6 day of June, 1991.

Paul S. Driggs
Notary Public for ~~Green~~ Washington
My commission expires: 4/19/92

2/31281/AC3/5/PM