

ASSIGNMENT

THIS ASSIGNMENT, made this 11 day of September, 1981, 543
 between CAFFALL BROS. FOREST PRODUCTS, INC., hereinafter
 called Assignor, and the OREGON BANK, hereinafter called
 Assignee.

WITNESSETH

In consideration of Assignee's loan to Assignor of the
 sum of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00), Assignor
 hereby assigns, transfers and conveys unto Assignee all of the
 Assignor's rights and interests in and to the written and
 attached Real Estate Contract dated June 25, 1980, between
 NORTH PACIFIC LUMBER COMPANY, as Seller, and CAFFALL BROS.
 FOREST PRODUCTS, INC., as Purchaser, recorded in Skamania County,
 Washington, in the official books and records of the Skamania
 County Auditor, book 78, page 377, by the terms of CAFFALL BROS.
 FOREST PRODUCTS, INC., as Purchaser, agrees to purchase from
 NORTH PACIFIC LUMBER COMPANY, as Seller, the real property
 described in Exhibit "A" attached hereto, together with all the
 rights, title and interest of the Assignor in and to said real
 property. The Assignor hereby expressly covenants with and
 warrants to the Assignee that the Assignor is the owner of
 the vendee's interest in the real estate contract referred to
 herein, and that the unpaid balance of the purchase price as
 recited therein is not more than \$ 500,000 with
 interest paid thereon to July 1, 1981;
 further, upon compliance by said Assignee with the terms of
 the said Contract, the Assignor directs that conveyance of said

NO. _____
 TRANSACTION EXCISE TAX
 NOV 23 1981
 Amount Paid \$ 500.00
 Skamania County Treasurer
 By W. L. ...

real estate be made and delivered to the order of said Assignee.

IT IS FURTHER AGREED that this Assignment is for the purpose of security only, and shall cease and be of no effect on full payment and satisfaction of the above described indebtedness. This Assignment secures the above indebtedness, as well as any and all other indebtedness of Assignor to Assignee, whether such indebtedness is now outstanding or comes into existence in the future. Assignor also assigns to Assignee all securities, guaranties, warranties, indemnity agreements, maintenance agreements, insurance policies and other agreements pertaining to said Contract of Sale and the property described therein.

IT IS FURTHER AGREED that Assignee does not assume and shall not be subject to any obligation or liability of Assignor to perform any of its covenants, warranties, or agreements pursuant to said Contract of Sale. Assignor agrees that it will perform all of its obligations, if any, under the Contract of Sale.

IT IS FURTHER AGREED that Assignee may in its name or in the name of Assignor prepare, execute and file or record financing statement, continuation statements, and like papers to perfect, preserve, or release the rights evidenced by this Agreement.

IT IS FURTHER AGREED that Assignor will pay all costs and expenses including reasonable attorneys' fees, and including any attorneys' fees on appeal, incurred by Assignee in the preservation, realization, enforcement, defense, and exercise of the rights, powers, remedies, and collateral of Assignee and obligations of Assignor hereunder.

IT IS FURTHER AGREED that the following shall be events of default hereunder for the Assgignor: failure to pay any debt secured hereby when due; failure to perform any obligation secured hereby when the same should be performed; breach of any covenant, warranty, or agreement contained herein; filing of a petition by or against Assignor under the bankruptcy or like law; receivership of Assignor or assignment for the benefit of creditors; attachment or like levy on any property of Assignor; any financial statement by Assignor to Assignee proves false; the insolvency or cessation of the business of Assignor, or any surety or guarantor of Assignor's obligation; or the occurrence of any sale of all or a substantial part of Assignor's assets other than in the ordinary course of business.

IT IS FURTHER AGREED that upon occurrence of any of the above events of default, Assignee shall have the right to declare immediately due and payable all or any indebtedness secured hereby and to terminate any commitments to make loans or otherwise extend credit to Assignor: Assignee shall have all other rights, privileges, powers, and remedies provided by law; the rights, privileges, powers, and remedies of Assignee shall be cumulative; no single or partial exercise of any of them shall preclude the further or other exercise of the same or any other of them.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of Sept, 1981.

THE OREGON BANK

CAFFALL BROS. FOREST PRODUCTS, INC.

By [Signature]

By [Signature]

Title Asst. Pres.

Title Asst. Pres.

CAFFALL BROS. FOREST PRODUCTS, INC.

By J. E. Caffall
Title Ex VP.

STATE OF OREGON)
County of Clackamas) :ss Sept 11, 1991.

Personally appeared the within named Ken Caffall for
and J. E. Caffall, who being first sworn did say that
the former is the Vice Pres. and the latter is the
Ex Vice Pres. of CAFFALL BROS. FOREST PRODUCTS, INC.,
a corporation, and that they are the identical individuals who
did execute the foregoing Assignment on behalf of said corpora-
tion by authority of its Board of Directors as its free and
voluntary act and deed.

Before me:

J. E. Caffall
Notary Public for Oregon
My commission expires: 9-15-84

STATE OF OREGON)
County of _____) :ss _____, 19____.

Personally appeared the within named _____
_____, who being first sworn did say that _____
is the _____ of THE OREGON BANK, an
Oregon banking corporation, and that _____ is the identical
individual who did execute the foregoing Assignment on behalf of
said corporation by authority of its Board of Directors as its
free and voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

EXHIBIT A

The East half of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter; and the Northeast Quarter of the Southeast Quarter of Section 12, Township 3 North, Range 7 1/2 East of the Willamette Meridian;

Government Lot 1; the north 28.73 acres of Government Lot 2; and the north 8.2 acres of the west 10.94 acres of the Southeast Quarter of the Northwest Quarter of Section 7, Township 3 North, Range 8 East of the Willamette Meridian;

A strip of land fifty feet in width described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter of the said Section 7; thence south fifty feet; thence east to an intersection with the tract of land conveyed to the State of Washington for Secondary Highway Number 8-C by deed dated October 29, 1956, and recorded as page 485 of book 42 of Deeds, Records of Skamania County, Washington; thence north along the westerly line of said tract to the north line of the said Section 7; thence west to the point of beginning.

ROLL 111981D
MARRIAGE APPLICATIONS
DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS