

Sept 1995 **LOAN AGREEMENT AND MORTGAGE**

123862

BOOK 153 PAGE 776

1. **Date and Parties:** This Agreement made on _____, by and between **WEYERHAEUSER COMPANY ("Weyerhaeuser") and Joe Zumstein.**
2. **Loan:** Joe Zumstein acknowledges that he has borrowed and received twenty five thousand dollars (\$25,000.00) from Weyerhaeuser to finance his purchase of land and timber on the real estate described in Exhibit A. Joe Zumstein is indebted to Weyerhaeuser in that amount and agrees to repay the same on the terms set forth.
3. **Interest:** The unpaid balance of said loan shall begin bearing interest 30 calendar days after closing. At that time, it shall bear interest at the rate of ten percent (10%) per year.
4. **Security - Mortgage:**
 - A. As security for his repayment of the said loan with interest, if any, Joe Zumstein hereby grants Weyerhaeuser a mortgage on his interest in the land and timber described on Exhibit A.
 - B. Joe Zumstein also agrees to harvest the timber to the extent that it is merchantable, and to sell and deliver all export logs to Weyerhaeuser at the prices and location set forth in Exhibit B (log price list).
 - C. Said timber harvest and log deliveries shall be completed on or before December 1, 1995.
 - D. If for any reason Joe Zumstein fails to harvest and deliver the aforesaid logs at the said delivery point by December 1, 1995, Weyerhaeuser may, in its discretion, perform these functions, or hire a contractor to perform them, for and on behalf of Joe Zumstein in performing these functions.
 - E. Joe Zumstein warrants that he owns the said timber and has full authority to encumber, harvest and sell it.
 - F. All receipts from the sale of non-export logs from the properties listed above will be paid to Weyerhaeuser, minus logging costs not to exceed \$125/MBF for scaled wood and \$20/Ton for weighed wood, until the loan is satisfied.
5. **Loan Amortization:**
 - A. The aforementioned twenty five thousand dollar (\$25,000.00) loan shall be amortized by applying a part of the price due for the logs which Joe Zumstein must deliver to the principal of the loan set forth in Exhibit C (loan amortization schedule). The purpose of this amortization schedule is to assure the complete repayment of the loan on or before December 1, 1995. If the anticipated rate of log deliveries fails to materialize, Weyerhaeuser may adjust the amortization schedule accordingly.
 - B. If for any reason the loan is not repaid in full by December 1, 1995, the unpaid balance then remaining, shall be paid in cash within 15 days.
6. **Guarantee:**

The obligations under the above agreement between Joe Zumstein and Weyerhaeuser Company are guaranteed by me personally.

Joe Zumstein
Joe Zumstein

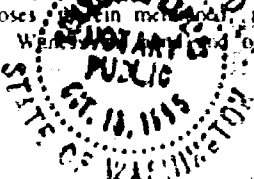
9-19-95 Bob Buehls
Date Weyerhaeuser Company
Longview Operations

9/19/95
Date

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STATE OF WASHINGTON)
County of Skamania) ss.

On this 19th day of Sept, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joe Zumstein and Bob Buehls to me known to be the persons who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said persons, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.



[Signature]
Notary Public in and for the State of Washington
residing at Bingen
My appointment expires 12-31-95

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

NOV 21 3 58 PM '95
GARY M. OLSON
AUDITOR
GARY M. OLSON

EXHIBIT A

LAND AND TIMBER LEGAL DESCRIPTION

PARCEL I

That portion of the Northeast Quarter of the Northeast Quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of the said Section 29; thence South along the East line of the said Section 29 a distance of 425 feet to the initial point of the tract hereby described; thence West to the center of the channel of Duncan Creek; thence in a Southeasterly direction following the center of the channel of Duncan Creek to a point in the East line of the said Section 29 South 500 feet from the Northeast corner of the said section; thence North along the East line of said section 75 feet, more or less, to the initial point.

PARCEL II

That portion of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, described as follows:

Beginning at a point 500 feet South of the Northwest corner of the said Section 28; thence East along the line 500 feet South of and parallel with the North line of the said Section 28 to intersection with the East line of the Northwest Quarter of the Northwest Quarter of the said Section 28; thence North along the East line of the Northwest Quarter of the Northwest Quarter of the said Section 28 to intersection with the South line of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; thence West along the South line of said 300 foot right of way to the West line of the said Section 28; thence South along the West line of said section to the point of beginning.

PARCEL III

That portion of the Northeast Quarter of the Northeast Quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian, described as follows:

Beginning at a point on the section line 500 feet South of the Northeast corner of the said Section 29; thence West along the North line of a tract of land formerly owned by Walter G. More a distance of 660 feet, more or less, to the East line of the county road; thence in a Northerly direction following the East line of said road 75 feet; thence East along the South line of the Bernard tract 610 feet, more or less, to the center of the channel of Duncan Creek; thence in a Southeasterly direction following the center of the channel of Duncan Creek 75 feet, more or less, to the point of beginning.