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BOOK 196 PAGE 534

FILED FOR RECORD

STATE OF WASHINGTON

Fidelity Title

FEB 11 11 32 PM '00

GARY J. OLSON

FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:

WEYERHAEUSER COMPANY
ATTN: Mike Mussman
P.O. Box 188
Longview, WA 98612

GRANTOR: Bruce B. Ford
GRANTEE: Weyerhaeuser Company
ABBREVIATED LEGAL: SW NW Section 33, Township 2, Range 6
ASSESSOR PARCEL NO.: 02-06-33-000700-00
FULL LEGAL DESCRIPTION ON PAGE: 7

**LOAN AGREEMENT
MORTGAGE
UCC SECURITY AGREEMENT
AND
FINANCING STATEMENT**

Supervised
Indexed
Adjusted
Fixed
Variable

1. **DATE AND PARTIES:** This Agreement made on 2-3-00, by and between WEYERHAEUSER COMPANY ("Secured Party") and ~~BRUCE B. FORD AND CHARLA HUTCHINSON~~ ("Debtor") BRUCE B. FORD AND CHARLA HUTCHINSON, husband and wife.
2. **LOAN:** Debtor acknowledges that it has borrowed and received from Secured Party \$41,000.00 (forty one thousand dollars), to finance, among other things, the purchase of standing timber on the real estate described on Exhibit A, attached hereto. Debtor is indebted to Secured Party in that amount and promises to repay the amount borrowed on the terms and conditions herein.
3. **INTEREST:** The unpaid balance shall bear interest at 0% until March 6, 2000, thereafter it shall bear interest at twelve percent (12%) per year until paid.

4 (A). SECURITY - MORTGAGE:

- 1). Debtor warrants that it owns the Exhibit A property and has full authority to encumber, harvest and sell the timber located thereon.
- 2). As security for the repayment of the loan noted above and any interest that may be due, Debtor grants to Secured Party a mortgage on its interest on the real property described on Exhibit A attached hereto.

4 (B). SECURITY - FINANCING STATEMENT:

- 1). In consideration of financial accommodations given or to be given to the undersigned Debtor by Secured Party and as security for payment of all debts, obligations or liabilities now or hereafter existing, absolute or contingent, of the undersigned Debtor to the Secured Party, Debtor grants to the Secured Party a security interest in all the collateral described in paragraph 4 (B) 2).
- 2). Secured collateral covers: All trees and timber, whether severed or unsevered and including standing and down timber, and cut timber and logs, and other forest products whether now located on or hereafter planted or growing on the land described on the attached Exhibit A, and all products and processes of the trees, timber and logs. Together with the growth of all such trees, all species, all ages and all sizes.

4 (C). SECURITY - FILING IN COUNTY LAND RECORDS:

This instrument is to be filed with the county official responsible for recording documents in the public land records in the county where the real property described on Exhibit A, attached, is located.

5. LOAN REPAYMENT & AMORTIZATION:

- 1). Debtor also agrees to harvest the timber on the Exhibit A property, to the extent that it is merchantable, and to sell and deliver all of the resulting logs to Secured Party at the prices and location set forth on Exhibit B attached hereto.
- 2). Said harvest and log delivery to be completed on or before June 30, 2000.

- 3). The loan mentioned in paragraph 2 above shall be amortized by applying a part of the price due for the logs which Debtor must deliver hereunder to the Secured Party as follows: Loan will be repaid as logs are delivered. Secured Party shall withhold 100% of all log delivery payments until the loan is paid in full. The purpose of this amortization schedule is to assure the complete repayment of the loan on or before June 30, 2000.
- 4). Each payment shall be credited first on interest then due and the remainder on principal; and interest shall then cease upon principal so credited.
- 5). If, for any reason the loan is not repaid in full by June 30, 2000, via this withholding method or direct cash payment, the unpaid balance (principal & interest, if any) then remaining shall be paid in cash no later than July 10, 2000.

6. REMEDY ON DEFAULT:

If for any reason, Debtor fails to harvest and deliver the logs from the Exhibit A property, Secured Party may, at its discretion, enter upon the Exhibit A property, perform the harvest and delivery functions, or hire others to harvest and deliver the logs, for and on behalf of Debtor. If Secured Party performs such harvest and delivery functions, it is acting to collect on its security and not as an agent for Debtor. Secured party also retains all other remedies in addition to those provided herein and shall not be limited to a single choice of remedy.

7. MULTIPLE PARTIES:

If Debtor or Guarantors consist of more than one party or person this Agreement is joint and several as between such parties as either Debtor or Guarantor.

8. LEGAL FEES:

If action be instituted on either the Note provisions or rights of entry reserved in paragraph 6, Debtor promises to pay such sum as the court may fix as legal fees.

9. GUARANTEE:

Debtor's obligations under this AGREEMENT between Debtor and Secured Party are hereby guaranteed by the undersigned. This is a guarantee of performance and payment and not of collection.

Dated: 1/24/00

SECURED PARTY

WEYERHAEUSER COMPANY

By: Mike Mussman

Its: LOG BUYER

Address: PO Box 188

Longview, Wa

Phone#: (360)414-3396

Dated: 2-3-00

DEBTOR

Bruce B. Ford

Charles H. Johnson

Address: 1021 FRANK RD

SKAMANIA WA 98648

Phone#: 509-427-3696

GUARANTEE

Endorsed and personally guaranteed, jointly and severally and unconditionally by:

Bruce B. Ford

Date: 2-3-00

Charles H. Johnson

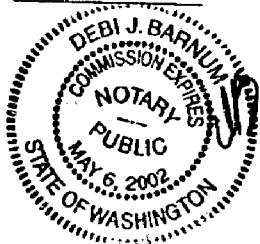
Date: 2-8-00

STATE OF WASHINGTON)
COUNTY OF CLALLAM)

BRUCE FORD &

I certify that I know or have satisfactory evidence that CHARLA HUTCHINSON is the person who appeared before me, and said person acknowledged that THEY signed this instrument and acknowledged it to be THEIR free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2-3-00



DEBI J. BARNUM

Notary Public
My appointment expires MAY 6, 2002

STATE OF WASHINGTON)
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
My appointment expires _____

NOTICE AND DISCLAIMER

Weyerhaeuser Company has agreed to make a loan of \$41,000.00 (forty one thousand dollars) to Bruce B. Ford, a single man, for the purpose of buying standing timber, land, or both. The decision to make this loan was based on Weyerhaeuser's business judgment. By this decision Weyerhaeuser makes no statement, express or implied, to borrower or anyone else, that the quality, quantity, or species mix of said timber to be purchased will, when harvested and sold to Weyerhaeuser, provide sufficient funds to pay back the loan.

The dollar amount of the loan described in the attached LOAN AGREEMENT MORTGAGE must be repaid. The loan will not be canceled or marked paid in full just because the timber purchased with the borrowed funds did not produce enough funds to pay the loan. Borrowers are hereby cautioned to exercise their own judgment as to whether the timber, when harvested and sold to Weyerhaeuser, will provide enough money to repay the loan.

Read, understood, and accepted this third day of Feb, 2000.

NAME Bruce B. Ford Charles Hutchinson

TITLE _____

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EXHIBIT A

The Southwest quarter of the Northwest quarter of Section 33, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

TOGETHER WITH an easement for a road right of way across the Northeast quarter of the said Section 33 as more particularly described in deed dated April 26, 1948 and recorded April 26, 1948, at page 21 of Book 32 of Deeds, Records of Skamania County, Washington.



Agreement # 1642E

Advance

PRICE PAGE

Exhibit B

Effective Date 1/17/2000

BRUCE B. FORD
1021 FRANZ ROAD
SKAMANA, WA 98648

	SORT / SORT ABBREVIATION	Sort Code	Diameter	Length	Grade	\$ Per MBF
						Longview
DOUGLAS FIR	REGULAR SELECT	RS	1	-	-	\$900.00
	STRUCTURAL SELECT	SS	2	-	-	\$870.00
	INTERMEDIATE SELECT	IS	25	-	-	\$830.00
	SMALL SELECT	SL	3	-	-	\$760.00
	GC JAPAN	GCJ	55	-	-	\$700.00
	GENERAL CONSTRUCTION	GC	5	-	20 - 24	\$580.00
	GENERAL CONSTRUCTION	GC	5	-	26 - 40	\$610.00
	SMALL CONSTRUCTION	SC	6	-	-	\$670.00
	SMALL LOG QUAD	QD	13	-	-	\$610.00
	CHIP N SAW	CS	16	-	-	\$450.00
	DOMESTIC	D	24	-	70	\$150.00
	DOMESTIC	D	24	-	60	\$450.00
WHITEWOOD	REGULAR SELECT	RS	1	-	-	\$450.00
	STRUCTURAL SELECT	SS	2	-	-	\$400.00
	SMALL SELECT	SL	3	-	-	\$400.00
	GENERAL CONSTRUCTION	GC	5	-	-	\$350.00
	SMALL CONSTRUCTION	SC	6	-	-	\$350.00
	SMALL LOG QUAD	QD	13	-	-	\$300.00
	CHIP N SAW	CS	16	-	-	\$300.00
	DOMESTIC	D	24	-	-	\$300.00
	10'-11" SC	SCO	66	-	-	\$350.00

SEE LOG SPECIFICATION SHEET FOR ABOVE SORT DESCRIPTIONS

POSSESSION OF THIS PRICE LIST IS NOT A COMMITMENT TO BUY

Please note the following:

1. Weyerhaeuser Company has the right to accept or refuse any or all logs.
2. All logs must be well manufactured. Butts must be flush (cut straight and square). Limbs must be tucked flush with the log. Log lengths should be 2 feet even multiples w/10" trim.
3. Prices are subject to change at any time without prior notice.

Please call, if you have any questions:

Name	Title	Work	Mobile	Fax
Chuck Lappe	Log Buyer, Dalesport	(360) 636-6481	(360) 430-7540	(360) 414-3609
Mike Mussman	Log Buyer, Longview	(360) 414-3396	(360) 430-0022	(360) 414-3609
Joe Kosak	Log Buyer, Green Mountain	(360) 414-3411	(360) 430-2976	(360) 414-3609
Linda Carr	Log Marketing Secretary	(360) 636-6550		(360) 414-3609
Lee Anne Beech	Accounting Specialist	(360) 414-3429		(360) 578-4588

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