



RECORDATION NO. **18127** FILED 1425

FEB 16 1993 2-45 PM

February 9, 1993

INTERSTATE COMMERCE COMMISSION

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Secretary  
Interstate Commerce Commission  
12th and Constitution  
Room 2303  
Washington, D.C. 20423

Attention: Mildred Lee

Subject: Documents for Recordation

Dear Secretary:

I have enclosed an original and one copy/counterpart of the documents(s) described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

1. This document is a mortgage, a Primary Document, dated as of February 8, 1993.

2. The names and address of the parties to the documents are as follows:

Mortgagor:

Tobacco Valley Lumber Company  
2040 Hwy 2 E.  
Post Office Box 2590  
Kalispell, Montana 59903

Mortgagee:

Norwest Bank Kalispell,  
National Association  
201 First Avenue East  
Post Office Box 88  
Kalispell, Montana 59903

3. A brief description of the equipment covered by the document with the following information:

Description of Cars

Thirty (30) center partition lumber flatcars marked and numbered WCRC 2000 - WCRC 2029, inclusive;

The name Tobacco Valley Lumber Company is white letters on a blue background and listed on each flatcar.

4. A fee of \$16.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Don LLOYD  
Vice President  
Norwest Bank Kalispell,  
National Association  
201 First Avenue East  
Post Office Box 88  
Kalispell, Montana 59903

5. A short summary of the document to appear in the index follows:

A Primary Document ("Mortgage") has been entered into between Tobacco Valley Lumber Company ("Mortgagor") whose address is 2040 Hwy 2 E., Kalispell, Montana 59903 and Norwest Bank Kalispell, National Association ("Mortgagee") whose address is 201 First Avenue East, Post Office Box 88, Kalispell, Montana 59903 dated February 8, 1993 which governs the following equipment:

Thirty (30) center partition lumber flatcars marked and numbered WCRC 2000- WCRC 2029, inclusive; The name Tobacco Valley Lumber Company in white letters on a blue background is listed on each flatcar.

In the event questions should arise, my direct telephone number is (406) 756-4002. Thank you for your time and consideration in this matter.

Very Truly Yours,

NORWEST BANK KALISPELL,  
NATIONAL ASSOCIATION

By: 

Donald R. Lloyd  
Vice President

Interstate Commerce Commission  
Washington, D.C. 20423

2/16/93

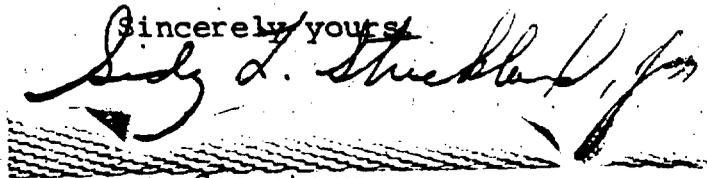
OFFICE OF THE SECRETARY

Donald R. Llyod  
Norwest Bank Kalispell N.A.  
201 First Avenue East  
P.O.Box 88  
Kalispell, Montana 59903

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/16/93 at 2:45pm, and assigned re-  
recording number(s). 18127

Sincerely yours,



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30  
(7/79)

**MORTGAGE  
AND  
SECURITY AGREEMENT  
(Primary Document)**

RECORDATION NO. 18127 FILED 1425

FEB 16 1993 2-45 PM

INTERSTATE COMMERCE COMMISSION

**A. Mortgagor\Debtor**  
(name and address)

Tobacco Valley Lumber Company  
2040 Hwy 2 E.  
Post Office Box 2590  
Kalispell, Montana 59903

**B. Mortgagee\Secured Party**  
(name and address)

Norwest Bank Kalispell, National Association  
201 First Avenue East  
Post Office Box 88  
Kalispell, Montana 59903

1. **MORTGAGE/SECURITY INTEREST AND COLLATERAL.** To secure the payment and performance of all debts, liabilities and obligations, including without limitation, that certain promissory note in the face amount of EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00), dated February 8, 1993, with a maturity date of February 1, 1998 (called the "Obligations") which Mortgagor\Debtor may now or at any future time owe to Mortgagee\Secured Party, Mortgagor\Debtor grants, bargains sells, conveys, warrants, confirms and mortgages unto Mortgagee\Secured Party a mortgage\security interest (called the "Mortgage") in the following rolling stock (called the "Collateral") and all additions and accessions thereto:

Description of Cars

Thirty (30) center partition lumber flatcars marked and numbered WCRC 2000 - WCRC 2029, inclusive;

The name Tobacco Valley Lumber Company in white letters is listed on each flatcar which are painted blue.

This Mortgage also is given as security for the payment of all indebtedness of Mortgagor\Debtor, or any of them including renewals of any existing future note, note for

future advances, whether or not related to or all of the same class as the existing indebtedness. The principal amount of all such future advances secured hereby shall be contracted before February 1, 1997, and shall not together exceed the aggregate sum of FIVE HUNDRED THOUSAND AND NO\100 DOLLARS (\$500,000.00) exclusive of all interest, costs, attorney's fees, expenses and charges also provided for herein. Nothing herein contain however, shall be interpreted as obligating Mortgagee\Secured Party to make future advance, and Mortgagee\Secured Party retains the right, at its sole option to refuse to make all or part of any future advances. The total indebtedness secured by this mortgage including future advances is ONE MILLION THREE HUNDRED THOUSAND AND NO\100 DOLLARS (\$1,300,000.00). Collateral also includes all substitutions and replacements for and products of any of the Collateral, . Collateral also includes proceeds of Collateral, all accessions to it and, accessories, attachments, parts, equipment and repairs attached or affixed to or used in connection with the Collateral now or after the date of this Mortgage and Security Agreement.

**2. REPRESENTATIONS, WARRANTIES AND AGREEMENTS.** Mortgagor\Debtor represents, warrants and agrees that:

- (a) Mortgagor\Debtor is a corporation.
- (b) The Collateral will be used primarily for business purposes.
- (c) Mortgagor\Debtor's chief executive office is located at the address of Mortgagor\Debtor shown at the beginning of this Mortgage and Security Agreement.

**3. ADDITIONAL REPRESENTATIONS, WARRANTIES AND AGREEMENTS.** Mortgagor\Debtor represents, warrants and agrees that:

- (a) Mortgagor\Debtor has, or will have at the time Mortgagor\Debtor obtains rights in the Collateral, absolute title to each item of Collateral free and clear of all security interests, liens mortgages, and encumbrances, except the Mortgage and any other security interests, liens and encumbrances disclosed to the Mortgagee\Secured Party in writing prior to the signing of this Mortgage and Security Agreement.
- (b) Mortgagor\Debtor will not sell or otherwise dispose of the Collateral or any interest in it without the prior written consent of the Mortgagee\Secured Party.
- (c) The signing of this Mortgage and Security Agreement has been properly authorized by all necessary corporate action.
- (d) All items of tangible Collateral are located where Mortgagor\Debtor has indicated to Mortgagee\Secured Party that they are located, and Mortgagor\Debtor will not permit tangible Collateral to be moved to any other location without the prior written consent of Mortgagee\Secured Party. If tangible Collateral is moved to another location, Mortgagor\Debtor will cooperate with Mortgagee\Secured Party in the preparation and

filing of any document which Mortgagee\Secured Party believes is necessary to perfect its Mortgage in the Collateral at the new location.

(e) Each right to payment and each instrument, document, chattel paper and other agreement constituting or evidencing Collateral is, or will be when arising or issued, the valid, genuine and legally enforceable obligation, of the account debtor or other obligor named in it or in Mortgagor\Debtor's records pertaining to it as being obligated to pay it. The obligation is not subject to any defense, set-off or counterclaim other than those arising in the ordinary course of business.

(h) Mortgagor\Debtor will not agree to any material modification or amendment of or any cancellation of any obligation owing to Mortgagee\Secured Party's prior written consent. Mortgagor\Debtor will not subordinate any right to payment to claims of other creditors of any account debtor or other obligor.

(i) Mortgagor\Debtor will:

(i) keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective Collateral,

(ii) promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Mortgage,

(iii) keep all Collateral free and clear of all security interests, liens and encumbrances, except the Mortgage and any other security interests, liens and encumbrances agreed to, in writing, by Mortgagee\Secured Party, prior to their creation,

(iv) permit Mortgagee\Secured Party or its representatives, at all reasonable times, to examine or inspect any Collateral, wherever located, and to examine, inspect and copy Mortgagor\Debtor's books and records pertaining to the Collateral and pertaining to Debtors business and financial condition and to discuss with account debtors and other obligors requests for verifications of amounts owed to Mortgagor\Debtor,

(v) keep accurate and complete records pertaining to the Collateral and pertaining to Mortgagor\Debtor's business and financial condition and submit to Mortgagee\Secured Party periodic reports concerning the Collateral and Mortgagor\Debtor's business and financial condition as reasonably requested from time to time by Mortgagee\Secured Party,

(vi) promptly notify Mortgagee\Secured Party, in no event later than 10 days following such occurrence, of any loss of or material damage to any Collateral or of any adverse change, known to Mortgagor\Debtor, in the prospect of payment of any sums due on or under any instrument, chattel paper or account constituting Collateral,

(vii) if Mortgagee\Secured Party at any time so requests, promptly deliver to Mortgagee\Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Mortgagor\Debtor,

(viii) at all times keep tangible Collateral insured against risks of fire, including so-called extended coverage; theft; collision, in case of Collateral consisting of motor vehicles; and such other risks and in such amounts as Mortgagee\Secured Party may reasonably request, with any loss payable to Mortgagee\Secured Party to the extent of its interest,

(ix) from time to time sign financing statements or such other documents as reasonably required by Mortgagee\Secured Party in order to perfect the Mortgage and, if any Collateral consists of a motor vehicle, sign such documents as may be required to have the Mortgage properly noted on a certificate of title,

(x) pay when due or reimburse Mortgagee\Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses. Included, in each case, are all reasonable attorneys' fees, incurred by Mortgagee\Secured Party in connection with the creation, perfection, satisfaction, protection, defense or enforcement of the Mortgage or the creation, continuance, protection, defense or enforcement of this Mortgage and Security Agreement or any or all of the Obligations. Also included are expenses incurred in any litigation or bankruptcy or insolvency proceeding,

(xi) execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Mortgagee\Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Mortgage and the Mortgagee\Secured Party's rights under this Mortgage and Security Agreement,

(xii) not use or keep or permit any Collateral to be used or kept for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance,

(xiii) permit Mortgagee\Secured Party at any time and from time to time to send requests to account debtors or other obligors for verification of amounts owed to Mortgagor\Debtor.

(xiv) not to change any markings or serial numbers on any of the Collateral until after the Mortgagee\Debtor has given notice in writing to the Mortgagee\Secured Party of its intention to make such change.

(xv)

**4. FAILURE TO PERFORM.** If Mortgagor\Debtor at any time fails to perform or observe any agreement contained in paragraph 3.(i), and if such failure continues for a period of 10 calendar days after Mortgagee\Secured Party gives Mortgagor\Debtor written notice of the failure or, in the case of the agreements contained in clauses (viii) and (ix) of paragraph 3.(i), immediately upon the occurrence of such failure, without notice or lapse of time, the Mortgagee\Secured Party:

(a) may, but need not, perform or observe such agreement on behalf and in the name, place and stead of Mortgagor\Debtor, or, at Mortgagee\Secured Party's option, in Mortgagee\Secured Party's own name, and

(b) may, but need not, take any and all other actions which Mortgagee\Secured Party reasonably believes necessary to cure or correct such failure. Such actions may

include, but are not limited to, the payment of taxes, the satisfaction of security interests, liens or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the obtaining and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the obtaining of repairs, transportation or insurance.

**5. REIMBURSEMENT.** Except to the extent that the effect of payment would be to cause any loan or forbearance of money to be usurious or otherwise illegal under any applicable law, Mortgagor\Debtor shall pay Mortgagee\Secured Party on demand the amount of all moneys expended and costs and expenses. Included in this reimbursement requirement are reasonable attorneys' fees, incurred by Mortgagee\Secured Party in connection with or as a result of Mortgagee\Secured Party's performing or observing any agreements in the name, place and stead of Mortgagor\Debtor or taking such actions. Mortgagor\Debtor shall also pay interest on these amounts from the date expended or incurred by Mortgagee\Secured Party at the highest rate of interest then applicable to any of the Obligations.

**6. POWER OF ATTORNEY.** To further the performance or observance by Mortgagee\Secured Party of such agreements of Mortgagor\Debtor, Mortgagor\Debtor hereby irrevocably appoints Mortgagee\Secured Party, or its delegate, as the attorney-in-fact of Mortgagor\Debtor. Mortgagee\Secured Party shall have the right, but not the duty, from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name of and on behalf of Mortgagor\Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Mortgagor\Debtor under paragraphs 3, 4, 5, and 6 of this Mortgage and Security Agreement. This appointment is coupled with an interest.

**7. COLLECTION RIGHTS OF MORTGAGEE\ SECURED PARTY.** Mortgagee\Secured Party may, at any time (both before and after the occurrence of an Event of Default) notify any account of Mortgagor\Debtor, or any other person obligated to pay any amount due, that such chattel paper, account, or other right to payment has been assigned or transferred to Mortgagee\Secured Party for security and shall be paid directly to Mortgagee\Secured Party. If Mortgagee\Secured Party so requests at any time, Mortgagor\Debtor will so notify such account debtors and other obligors in writing and will indicate on all invoices to its account debtors or other obligors that the amount due is payable directly to Mortgagee\Secured Party. At any time after Mortgagee\Secured Party or Mortgagor\Debtor gives such notice to an account debtor or other obligor, Mortgagee\Secured Party may (but need not), in its own name or in Mortgagor\Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account, or other right to payment, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any account debtor or other obligor.

**8. ASSIGNMENT OF INSURANCE.** Mortgagor\Debtor assigns to Mortgagee\Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Mortgagor\Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Mortgagor\Debtor directs the issuer of any such policy to pay any such moneys directly to Mortgagee\Secured Party. Both before and after the occurrence of an Event of Default, Mortgagee\Secured Party may (but need not), in its own name or in Mortgagor\Debtor's name, execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

**9. EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an event of default under this Mortgage and Security Agreement (herein called "Event of Default"):

(a) Mortgagor\Debtor shall fail to pay any or all of the Obligations when due or (if payable on demand) on demand, or shall fail to observe or perform any covenant or agreement in this Mortgage and Security Agreement or any other agreement given by Mortgagor to Mortgagee in connection with the Obligations.

(b) Any representation or warranty by Mortgagor\Debtor set forth in this Agreement or made to Mortgagee\Secured Party in any financial statements or reports submitted to Mortgagee\Secured Party by or on behalf of Mortgagor\Debtor shall prove materially false or misleading.

(c) A garnishment, summons or a writ of attachment shall be issued against or served upon the Mortgagee\Secured Party for the attachment of any property of the Mortgagor\Debtor or any indebtedness owing to Mortgagor\Debtor.

(d) Mortgagor\Debtor or any guarantor of any Obligation shall: (i) be or become insolvent (however defined); (ii) voluntarily file, or have filed against it involuntarily, a petition under the United States Bankruptcy Code; (iii) if a corporation, partnership, or organization, be dissolved or liquidated or, if a partnership, suffer the death of a partner or, if an individual, die; (iv) go out of business; or (v) Mortgagee\Secured Party shall in good faith believe that the prospect of due and punctual payment of any or all of the Obligations is impaired.

**10. REMEDIES UPON EVENT OF DEFAULT.** Upon the occurrence of an Event of Default under Section 10 and at any time thereafter, Mortgagee\Secured Party may exercise any one or more of the following rights and remedies:

(a) Declare all unmatured Obligations to be immediately due and payable, and the same shall thereupon be immediately due and payable, without presentment or other notice or demand.

(b) Exercise and enforce any or all rights and remedies available upon default to a secured party under the Uniform Commercial Code, including but not limited to the right to take possession of any Collateral, proceeding without judicial process or by judicial process (without a prior hearing or notice, which Mortgagor\Debtor expressly waives), and the right to sell, lease or otherwise dispose of any or all of the Collateral. Mortgagee\Secured Party may require Mortgagor\Debtor to make the Collateral available to Mortgagee\Secured Party at a place to be designated by Mortgagee\Secured Party which is reasonably convenient to both parties, and if notice to Mortgagor\Debtor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be considered commercially reasonable if given at least 10 calendar days prior to the date of intended disposition or other action.

(c) Exercise or enforce any or all other rights or remedies available to Mortgagee\Secured Party by law or agreement against the Collateral, against Mortgagor\Debtor or against any other person or property. Upon the occurrence of the Event of Default described in Section 10(d)(ii), all Obligations shall be immediately due and payable without demand or notice. Mortgagee\Secured Party is granted a non-exclusive, worldwide and royalty-free license to use or otherwise exploit all trademarks, trade secrets, franchises, copyrights and patents of Mortgagor\Debtor that Mortgagee\Secured Party believes necessary or appropriate to the disposition of any Collateral.

**12. OTHER PERSONAL PROPERTY.** Unless at the time Mortgagee\Secured Party takes possession of any tangible Collateral, or within seven days thereafter, Mortgagor\Debtor gives written notice to Mortgagee\Secured Party of the existence of any goods, papers or other property of Mortgagor\Debtor, not affixed to or constituting a part of the Collateral, but which are located or found upon or within the Collateral, describing the property, Mortgagee\Secured Party shall not be responsible or liable to Mortgagor\Debtor for any action taken or omitted by or on behalf of Mortgagee\Secured Party with respect to the property without actual knowledge of the existence of the property or without actual knowledge that it was located or to be found upon or within the Collateral.

### **13. MISCELLANEOUS.**

(a) This Mortgage and Security Agreement does not contemplate a sale of accounts, or chattel paper.

(b) This Mortgage and Security Agreement can be waived, modified, amended, terminated or discharged, and the Mortgage can be released, only explicitly in a writing signed by Mortgagee\Secured Party. A waiver signed by Mortgagee\Secured Party shall be effective only in the specific instance and for the specific purpose given.

(c) Mere delay or failure to act shall not preclude the exercise or enforcement of any of Mortgagee\Secured Party's rights or remedies.

(d) All rights and remedies of Mortgagee\Secured Party shall be cumulative and may be exercised singularly or concurrently, at Mortgagee\Secured Party's option, and the exercise or enforcement of any one right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(e) All notices to be given to Mortgagor\Debtor shall be considered sufficiently given if delivered or mailed by registered or certified mail, postage prepaid, to Mortgagor\Debtor at its address set forth above or at the most recent address shown on Mortgagee\Secured Party's records.

(f) Mortgagee\Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be considered fulfilled if Mortgagee\Secured Party exercises reasonable care in physically safekeeping the Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Mortgagee\Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Mortgagee\Secured Party shall not be obligated to preserve any rights Mortgagor\Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application.

(g) This Mortgage and Security Agreement shall be binding upon and inure to the benefit of Mortgagor\Debtor and Mortgagee\Secured Party and their respective heirs, representatives, successors and assigns and shall take effect when signed by Mortgagor\Debtor and delivered to Mortgagee\Secured Party. Mortgagor\Debtor waives notice of Mortgagee\Secured Party's acceptance of this Mortgage and Security Agreement.

(h) Mortgagee\Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Mortgagee\Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Mortgagor\Debtor shall have the same force and effect as the original for all purposes of a financing statement. Except to the extent otherwise required by law, this Mortgage and Security Agreement shall be governed by the internal laws of the state named as part of Mortgagee\Secured Party's address above.

(i) If any provision or application of this Mortgage and Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Mortgage and Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

(j) All representations and warranties contained in this Mortgage and Security Agreement shall survive the execution, delivery and performance of this Mortgage and Security Agreement and the creation and payment of the Obligations.

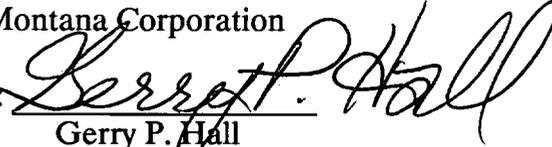
(k) If this Mortgage and Security Agreement is signed by more than one person as Mortgagor\Debtor, the term "Mortgagor\Debtor" shall refer to each of them separately and to both or all of them jointly. All of the signers shall be bound both severally and jointly with the other(s). The Obligations shall include all debts, liabilities and obligations owed to Mortgagee\Secured Party by any Mortgagor\Debtor solely or by both or several or all Debtors jointly or jointly and severally. All property described in Section 1 shall be included as part of the Collateral, whether it is owned jointly by both or all Debtors or is owned in whole or in part by one (or more) of them.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their authorized representatives as of the day and year set forth above

**MORTGAGOR\DEBTOR**

TOBACCO VALLEY LUMBER COMPANY,  
a Montana Corporation

By:

  
Gerry P. Hall  
President

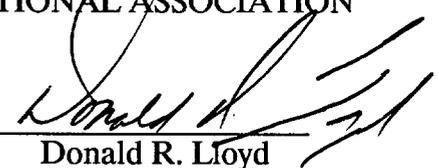
By:

  
James L. Hurst  
Secretary\Treasurer

**MORTGAGEE\SECURED PARTY**

NORWEST BANK KALISPELL,  
NATIONAL ASSOCIATION

By:

  
Donald R. Lloyd  
Vice President

STATE OF MONTANA        )  
                                  )    ss.  
COUNTY OF Flathead    )

On this 8th day of February, 1993, before me, a Notary Public for the State of Montana, personally appeared Gerry P. Hall known to me to be the President of Tobacco Valley Lumber Company, a Montana corporation the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Mary Grace Moore  
Notary Public for the State of Montana

Residing at Kalispell, Montana

My commission expires: 6/1/95

STATE OF MONTANA        )  
                                  )    ss.  
COUNTY OF Flathead    )

On this 8th day of February, 1993 efore me, a Notary Public for the State of Montana, personally appeared James L. Hurst known to me to be the Secretary\Treasurer of Tobacco Valley Lumber Company, a Montan corporation, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Mary Grace Moore  
Notary Public for the State of Montana

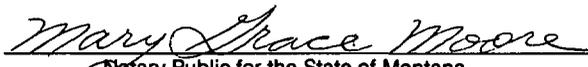
Residing at Kalispell, Montana

My commission expires: 6/1/95

STATE OF MONTANA        )  
                                  )    ss.  
COUNTY OF Flathead        )

On this 8th day of February, 1993 efore me, a Notary Public for the State of Montana, personally appeared Donald R. Lloyd known to me to be the Vice President of Norwest Bank Kalispell, National Association, the assosiation executed the within instrument and acknowledged to me that such association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

  
Notary Public for the State of Montana

Residing at Kalispell, Montana

My commission expires: 6/1/95