

LEASE TYPE FORM.
If FIXTURE FILING is presented pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE.

☒ 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))

JENSON, Lawrence N. and
JENSON, Nina M.
PO Box 326
Carson, WA. 98610

2. FOR OFFICE USE ONLY

FILED FOR RECORD
SKAMANIA CO. WASH
BY Mr. Kelpinski

MAR 20 3 04 PM '86

INSTRUMENT NO. 2404

FILED BY Mr. Kelpinski
AT 3:04 PM 3-20-86

3. NUMBER OF ADDITIONAL SHEETS ATTACHED: AUDITOR
CARY M. OLSON

DEPUTY COUNTY AUDITOR
SKAMANIA COUNTY, WA.

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

SMITH, Hubert D. and
SMITH, Danna L.
Carson, Wa. 98610

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

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 mine head of the well or mine located on

(Describe real estate. Use legal description.)

Real property located in Skamania County, Wa.

That portion of the Southeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, described as follows: Beginning at a point 30 feet north and 80 feet east of the southwest corner of the southeast quarter of the southeast quarter of the said section 20; thence north 90 feet; thence east 57 feet; thence south 90 feet; thence west 57 feet to the point of beginning.

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:

Jan C. Kelpinski, P.C.
Attorneys at Law
PO Box 510
Stevenson, Wa. 98648

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 when 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. SIGNATURES ON ATTACHED
SECURITY AGREEMENT

TYPE NAME(S) OF DEBTOR(S) (or assignor(s))

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

USE IF APPLICABLE:

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

SIGNATURE

DATE

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

Registered

Indexed, Dir

SECURITY AGREEMENT

Agreement made this 15th day of September, 1985, between LAWRENCE N. JENSON and NINA M. JENSON, husband and wife, of Carson, County of Skamania, State of Washington, hereinafter referred to as the "debtors", and HUBERT D. SMITH and DANNA L. SMITH, husband and wife, of Carson, County of Skamania, State of Washington, hereinafter referred to as the "secured parties".

In consideration of the mutual covenants and promises set forth herein, debtors and secured parties agree as follows:

SECTION ONE Parties

Secured party now owns and operates a floral and garden shop under the firm name of Carson Flowers and Garden Center located in Carson, County of Skamania, State of Washington. The parties hereto have entered into an agreement for the sale of the business. Said agreement is annexed hereto as Exhibit A and is hereby incorporated herein by reference.

SECTION TWO Description of Collateral

Pursuant to RCW 62A:9, debtors hereby give and grant to secured parties a security interest in the following described property:

- (a) Equipment, furniture and fixtures.
- (b) Inventory of every description used in the conduct of the business of debtors and in the possession or control of debtors on or after time of closing of said Agreement for Sale of Business.
- (c) Notes and accounts receivable now outstanding or hereafter arising.

All the aforementioned personal property is herein referred to as collateral.

SECTION THREE After-Acquired Property

This security agreement applies to all collateral of the kind that is the subject of this agreement which debtors may acquire at any time during which this agreement is in effect.

SECTION FOUR
Payment Obligation

The security interest herein granted secures payment of Forty Thousand and No/100 (\$40,000.00) Dollars which debtors hereby covenant to pay as follows:

A. The sum of Fifteen Thousand Dollars (\$15,000.00) in cash on execution of this agreement, receipt whereof is hereby acknowledged by seller; and

B. Assumption by buyer of the following obligations presently owed by seller:

Vancouver Wholesale 1205 W. 8th Street Vancouver, Wa. 98660	\$ 600.00
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Russ Berrie & Co., Inc. 20360 70th Avenue South Kent, Wa. 98032	\$ 700.00
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Northrup King Co. PO Box 959 Minneapolis, Minnesota 55440	\$ 200.00
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Holland Bulb Co. 6441 SE Johnson Creek Blvd. Portland, Oregon 97206	\$ 300.00
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Chas H. Lilly Co. 7737 NE Killingsworth Portland, Oregon 97218	\$ 500.00
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N.W. Rose Growers PO Box 810 Woodland, Wa 98674	\$ 700.00
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Billingsley Evergreens 7525 SE Salmon Portland, Oregon 97215	\$1,000.00
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TOTAL	\$4,000.00
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and

C. Six Thousand Dollars (\$6,000.00) to be paid as follows:

1. Two Thousand Dollars (\$2,000.00) on February 15, 1986.

2. Two Thousand Dollars (\$2,000.00) on May 15, 1986.
 3. Two Thousand Dollars (\$2,000.00) on August 15, 1986; and
- D. Fifteen Thousand Dollars (\$15,000.00) to be paid as follows:
1. Monthly payments of Three Hundred Thirty-three and 67/100 Dollars (\$333.67) commencing on the 15th day of October, 1985, and payable on the 15th day of each, and every month thereafter until paid in full.
 2. Twelve (12%) percent interest per annum on the unpaid principal balance
 3. Interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

SECTION FIVE **Other Terms and Conditions**

1. **Title to Collateral:** Until all installments and all other amounts due hereunder have been paid in full, secured parties shall retain title to and a security interest in collateral.
2. **Priority of Security Interest:** The security interest granted herein is a first and prior security interest on collateral.
3. **Additional Instruments:** Debtors shall join in executing, and shall pay all costs of filing, this security agreement and any financing or termination statement required with respect to collateral, and debtors hereby appoint secured parties as attorneys in fact for debtors to do whatever secured parties may deem necessary to perfect or continue perfected the security interest of secured parties in collateral.
4. **Use of Collateral:** Collateral shall be used by debtors primarily for business purposes.
5. **Loss or Damage:** Loss of or damage to collateral shall not release debtors from the obligations stated herein. Repairs to collateral and to equipment or accessories placed on collateral shall be at the expense of debtors and shall constitute component parts of collateral subject to the terms of this agreement.
6. **Notice:** Notice to debtors, required hereunder by RCW 62A.9 or other applicable statutes of the State of Washington,

ordinary manner and will not enter into any unusual contract or make any unusual commitment affecting the operation of the business beyond such closing date without consent of buyer.

SECTION EIGHT
Assumption of Liabilities

Buyer agrees to assume those liabilities that arise in the ordinary course of seller's business after the signing of this contract but before closing. Buyer shall not be liable for any of the obligations or liabilities of seller of any kind and nature other than those specifically assumed under this section. Buyer will indemnify seller against any and all liability under the contracts and obligations assumed hereunder, provided that seller is not in default under any of such contracts or obligations at the date of closing.

SECTION NINE
Rental of Building

The building located at the above address, owned by the seller, will be rented to the buyers subject to that certain Deed of Trust dated October 19, 1982, recorded under Auditor's File No. 94901, in Book 58 of Mortgages, page 901, in the official records of the County of Skamania, State of Washington, for a period of three (3) years from date of closing at a rental of Three Hundred Fifty Dollars (\$350.00) per month payable in advance on the 1st day of each and every month. Utilities are to be paid by the buyer during such period.

SECTION TEN
Bulk Sales Law

The seller will duly comply with the provisions of Article 6 of the Uniform Commercial Code of the State of Washington by furnishing lists of creditors of the business, as required by the laws of the State of Washington.

SECTION ELEVEN
Seller's Warranty as to Absence of Litigation

Seller hereby represents and warrants that there is no pending administrative, civil, or criminal litigation involving the business sold, nor any demands or claims that would materially and adversely affect the same or Seller's financial condition.

SECTION TWELVE
Sale "As Is"

Buyer acknowledges that he has examined the properties covered by this agreement and is purchasing the same in an "as is" condition.

SECTION THIRTEEN

Expenses of Sale

Seller and buyer shall each pay all costs and expenses incurred or to be incurred by each of them respectively in negotiating and preparing this agreement and in closing and carrying out the transactions contemplated thereby.

SECTION FOURTEEN
Time of Passing of Title

Title to the properties sold under this agreement shall pass to the buyer at the time of final payment of the purchase price.

SECTION FIFTEEN

Modification

No alteration or other modification of this agreement shall be effective unless such modification shall be in writing and signed by the parties.

SECTION SIXTEEN

Time of the Essence

Time is of the essence of this agreement. Seller's acceptance of past due payments does not constitute a waiver of this provision.

SELLER :

Hubert D. Smith
HUBERT D. SMITH

BUYER :

Lawrence N. Jensen
LAWRENCE N. JENSEN

Danna L. Smith
DANNA L. SMITH

Nina M. Jensen
NINA M. JENSEN

STATE OF WASHINGTON)
) ss
County of Skamania)

On this day personally appeared before me **HUBERT D. SMITH** and **DANNA L. SMITH**, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

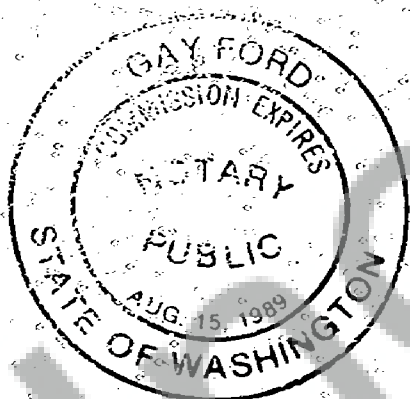
GIVEN under my hand and official seal this 3rd day of
~~September~~, 1985.
December

Ja. C. Tiejens
Notary Public in and for the
State of Washington, residing
at Stevenson, Wa.

STATE OF WASHINGTON)
County of Skamania) ss

On this day personally appeared before me **LAWRENCE N. JENSON**
and **NINA M. JENSON**, husband and wife, to me known to be the
individuals described in and who executed the within and foregoing
instrument, and acknowledged that they signed the same as their
free and voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this 6th day of
~~September~~, 1985.
December



Gay Ford
Notary Public in and for the
State of Washington, residing
at Carson, Wa.

EXHIBIT "A"

1 fan #2072	4 outside tables
1 heater #0787001	32 flower buckets
1 wooden display	oplate glassgon
6 4' light fixtures	9 plant stands
13 8' light fixtures	spot light
metal stands	plate glass shelves
fire extinguisher	3 wire shelves
plastic cabinets	shelf brackets
pole iron plant	298 peg board shelving
air conditioner #625540	480 wood shelves
3 ribbon rakes	235 brackets
4 green gondolas	3 ceiling displays
3 platforms	curtains
2 clocks	register #1311653
1 teacart	
2 stools	
2 short stools	
1 ladder	
1 wood shop garden table	
scales #41180-4	
1 register #990010702	
1 inside sign	
1 outside sign	
1 road sign	
1 window hanger	
double sink	
front counter with files	
3 garden gondolas	
2 file cabinets	
desk	
chair	
calculator #QS-1111	
pick machine #34790	
tools	
2 staplers	
3 glue guns	
chairs	
chest	
cooler unit #C-140477	
2 tables	
5 wall units	
pegboard unit	
1 silk display	
4 plant stands misc.	
driftwood display	
gondola units	
back check stand	
workshop table	
garden check stand	

Rental Equipment:

- 3 spreaders
- 3 rollers
- 2 brass candlelabras
- 2 brass plant stands
- 2 brass baskets
- 2 brass baskets
- 3 white basket stands
- wedding arch

EXHIBIT "A"