

PLEASE TYPE FORM.  
This 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))  
  
RUDI, Robert  
Paula  
PO Box 715  
Cascade Locks, OR 97014

2. FOR OFFICE USE ONLY  
  
INSTRUMENT NO. 2340A  
FILED BY Tannis Wilks  
AT 12:23 PM 9-5-89  
P. Lowry  
DEPUTY COUNTY CLERK  
CLATSOP COUNTY

3. NUMBER OF ADDITIONAL SHEETS ATTACHED: 3

4. SECURED PARTY(IES) (or assignee(s))  
(name and address)  
  
Hay, Leonard L.  
Iris F.  
1226 Montello  
Hood River, OR 97031

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... Cabin  
 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 minehead of the well or mine located on...  
(Describe real estate. Use legal description.)

Northwestern Lake Cabin Site No. 35  
NW Quarter, Sec. 2, T3N, R10 E.W.M.  
Skamania County, Washington

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 Pacificorp, doing business as Pacific Power & Light Company

Products of collateral are also covered.

7. RETURN ACKNOWLEDGMENT COPY TO:  
  
Hay, Leonard L.  
Iris F.  
1226 Montello  
Hood River, OR 97031

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. Robert Rudi  
Paula Rudi  
TYPE NAME(S) OF DEBTOR(S) (or assignor(s))  
  
Robert Rudi Paula Rudi  
SIGNATURE(S) OF DEBTOR(S) (or assignor(s))

USE IF APPLICABLE:  
Leonard L. Hay  
Iris E. Hay  
TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))  
  
Leonard L. Hay  
Iris E. Hay  
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   
Indexed   
Filed 9-8-89  
Mailed

[Chattel Mortgage Type Instrument. Do Not Use for Inventory or Retail Sale Transactions on Consumer Goods.]  
**SECURITY AGREEMENT—EQUIPMENT, FIXTURES, OR CONSUMER GOODS**  
(May Be Used for Motor Vehicles and Aircraft in Above Categories)

THE UNDERSIGNED Robert Rudi and Paula Rudi, husband and wife

(hereinafter called "Debtor") hereby grants to Leonard L. Hay and Iris E. Hay, husband and wife  
(hereinafter called "Secured Party"), a security interest in the following described property, together with all increases therein, all added and substituted parts and equipment, tools, parts, accessories, supplies and improvements therefor, together with all proceeds of all such property, to-wit:

[Insert full description of property, including identifying data such as year, make, model, serial and identification numbers]

Cabin Number 35, Northwestern Lake Cabin Sites,  
Skamania County, Washington

All of said property is hereinafter referred to as the "property."

This Security Agreement is given to secure the payment and performance of all indebtedness and obligations of Debtor to Secured Party presently existing and hereafter arising, direct or indirect, and interest thereon. Regardless of the adequacy of any security which the Secured Party may at any time hold hereunder, and regardless of the adequacy of any other security which Secured Party may obtain at any of its offices from Debtor in connection with any other transactions, any deposits or other moneys owing from Secured Party at any of its offices to Debtor shall (as collateral in the possession of Secured Party) constitute additional security for, and may be set off against, obligations secured hereby even though said obligations may not then be due. When more than one person is the Debtor, they shall be jointly and severally liable.

**DEBTOR HEREBY REPRESENTS, COVENANTS AND AGREES WITH SECURED PARTY AS FOLLOWS**

1. **Use of Property:** Debtor agrees to comply with any governmental regulation affecting the use of the property and will not waste, injure nor destroy the property, nor use nor permit the use of the property in any unlawful manner. Debtor represents and agrees that the primary use of the property is and will be as checked here:

Personal, family or household purposes  Business or Farming use

2. **Debtor and Collateral Location:** The address appearing next to Debtor's signature below is the address of Debtor's chief executive office or, if the Debtor has no place of business, his residence. If the collateral is not located at the Debtor's address appearing below, it will be located at:

Cabin Site No. 35, Northwestern Lake  
Skamania County, WA

Debtor will give Secured Party prior written notice of any change in either the Debtor's chief executive office or, if he has no place of business, his residence and of any change in collateral location.

3. **Fixtures:** If any of the property is to be or has been attached to real estate, the legal description of the real estate is as follows:

Site No. 35 of Northwestern Lake  
Cabin Sites, Skamania County, Wa.

If the Debtor does not have a record interest in the above real property, the record owner is: Pacific Power and Light Company

4. **Ownership and Liens:** Debtor is over 18 years of age and owns the property and the same is free and clear of all security interests and encumbrances of every nature. Debtor will not create nor permit the existence of any lien or security interest other than that created hereby on the property without the written consent of Secured Party. Any certificate of title now or hereafter existing on any of the property will be delivered to Secured Party and will recite the interest of Secured Party.

5. **Taxes:** Debtor will pay before delinquency all taxes or other governmental charges that are or may become a lien or charge on the property and will pay any tax which may be levied on any obligation secured hereby.

6. **Repairs and Inspection:** Debtor will keep the property in good repair. Secured Party may inspect the property at reasonable times and intervals and may for this purpose enter the premises upon which the property is located.

7. **Insurance:** Debtor will keep the property continuously insured by an insurer approved by Secured Party against fire, theft and other hazards designated at any time by Secured Party, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss payable clause as designated by and in favor of Secured Party, and will deliver the policies and receipts showing payment of premiums to the Secured Party. In the event of loss, Secured Party shall have full power to collect any and all insurance upon the property and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Secured Party shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

The terms and conditions appearing on the back hereof are part of this Security Agreement.

Signed this 28<sup>th</sup> day of August, 1989.

PO Box 715 Cascade Locks  
Street City  
Hood River OR 97031  
County State Zip Code ADDRESS OF DEBTOR (Print)

Robert Rudi  
Paula Rudi

(SIGNATURE OF DEBTOR)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

8. **Removal or Sale:** Without the prior written consent of Secured Party, Debtor will not remove the property from the State of Washington, and Debtor will not sell nor lease the property or any interest therein.

9. **Expenses Incurred by Secured Party:** Secured Party is not required to, but may at its option, pay any tax or other charge or expense payable by Debtor and any filing or recording fees and any amounts so paid shall be repayable by Debtor upon demand. Debtor will also repay upon demand all of Secured Party's expenses incurred in collecting, insuring, conserving or protecting the collateral or in any inventories, audits, inspections or other examination by Secured Party in respect of the collateral. All such sums shall bear interest at the lesser of 2% per month or the maximum rate permitted by law from the date of payment by the Secured Party until repaid by Debtor and such sums and interest thereon shall be secured hereby. The rights granted by this paragraph are not a waiver of any other rights of Secured Party arising from breach of any of Debtor's covenants.

10. **Waivers:** This Security Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Secured Party of any of the terms or conditions hereof shall be effective unless in writing signed by Secured Party. No waiver nor indulgence by Secured Party as to any required performance by Debtor shall constitute a waiver as to any subsequent required performance or other obligations of Debtor hereunder. Debtor hereby waives any counter claims or defense hereunder against any assignee for value.

11. **Default:** Time is of the essence in this Security Agreement, and in any of the following events, hereinafter called "Events of Default," to wit:

- a. Any failure to pay when due the full amount of any payment of principal, interest, taxes, insurance premiums or other charges which are or may be secured hereby; or
- b. Any failure to perform as required by any covenant or agreement herein; or
- c. The falsity of any representation by Debtor herein or in any credit application or financial statement given by Debtor to Secured Party as a basis for any extension of credit secured hereby; or
- d. If the property should be seized or levied upon under any legal or governmental process against Debtor or against the property; or
- e. If Debtor becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under the federal bankruptcy laws, or makes an assignment for the benefit of creditors, or if Debtor is named in or the property is subjected to a suit for the appointment of a receiver; or
- f. Loss, substantial damage to, or destruction of any portion of the property; or
- g. Entry of any judgment against Debtor; or

- h. Dissolution or liquidation of Debtor; or
- i. The Secured Party deems itself insecure.

Then and in any of such events of default, the entire amount of indebtedness secured hereby shall then or at any time thereafter, at the option of Secured Party, become immediately due and payable without notice or demand, and Secured Party shall have an immediate right to pursue the remedies set forth in this Security Agreement.

12. **Remedies:** In the event of a default hereunder, Secured Party shall have all remedies provided by law, and without limiting the generality of the foregoing, shall be entitled as follows:

- a. Debtor agrees to put Secured Party in possession of the property on demand; and
  - b. Secured Party is authorized to enter any premises where the property is situated and take possession of said property without notice or demand and without legal proceedings; and
  - c. At the request of Secured Party, Debtor will assemble the property and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties; and
  - d. Debtor agrees that a period of fifteen (15) days from the time notice is sent, by first-class mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of the property; and
  - e. Debtor agrees that any notice or other communication by Secured Party to Debtor shall be sent to the address of the Debtor stated herein; and
  - f. Debtor agrees to pay on demand the amount of all expenses reasonably incurred by Secured Party in protecting or realizing on the property. In the event that this Security Agreement or any obligation secured by it is referred to an attorney for protecting or defending the priority of Secured Party's interest or for collection or realization procedures, Debtor agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts, or fees incurred without suit, and expenses of title search and all court costs and costs of public officials. The sums agreed to be paid in this subparagraph shall be secured hereby; and
  - g. If Secured Party disposes of the property, Debtor agrees to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby.
13. **Applicable Law:** This security agreement shall be governed by the laws of the State of Washington.

**PROMISSORY NOTE**  
(interest included)

\$ 31,500.00

August 28, 1989

FOR VALUE RECEIVED, ROBERT RUDI and PAULA RUDI, husband and wife, promise to pay to LEONARD L. HAY and IRIS E. HAY, husband and wife, or order at 1226 Montello, Hood River, Oregon, 97031, the sum of THIRTY ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$31,500.00) with interest from July 19, 1989, on unpaid principal at the rate of ten (10%) percent per annum; principal and interest payable in installments of TWO HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$275.00) or more on the 25<sup>th</sup> day of each and every calendar month, beginning on the 25<sup>th</sup> day of September, 1989; said note is due in full nine years from the above date. Mr. and Mrs. Hay will give a 5% discount of any sum owing for payment in full of this note prior to maturity.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease on the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted, we promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a security agreement and UCC filing of even date.

*Robert Rudi*  
ROBERT RUDI

*Paula Rudi*  
PAULA RUDI

Approved and accepted as to content:

*Leonard L. Hay*  
LEONARD L. HAY

*Iris E. Hay*  
IRIS E. HAY

LAW OFFICES OF  
TEUNIS WYERS  
HOOD RIVER, OREGON 97031  
PHONE (503) 386-2221

RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT