

This FINANCING STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s): (last name first, and mailing address(es))

WEBB, Lyall M.  
WEBB, Janeal C.  
Mile Post 0.11R Laurel Lane  
Washougal, WA 98671

No. of additional sheets presented:

3. Maturity date  
(if any):

4. FOR FILING OFFICER ONLY

(Date, time, number and filing slice) 2236

FILED BY Masor. McDuffie

STILL July 20, 81

E. Mesford

DEPUTY COUNTY AUDITOR

SKAMANIA COUNTY, WASH.

5. This Financing Statement covers the following types (or items) of property:  
(Use this space for Real Property description if required.)

1972 Hillcrest mobile home, 20 x 60, Serial No. H045768E

6. Assignee(s) of Secured Party(es)  
and address(es)

X

CHECK  IF COVERED:  Proceeds of collateral are also covered  Products of collateral are also covered

Filed with: Skamania County Auditor

The collateral described herein is brought into this state already subject to a security interest in the state of

By: Lyall M. Webb  
SIGNATURE(S) OF DEBTOR(S)

BY: Dale E. Surface  
Signature of Secured Party or Assignee of Record (Not Valid until Signed)

1 — FILING OFFICER — ALPHABETICAL

PERSONAL PROPERTY CONTRACT

A-1064

THIS CONTRACT, made and entered into this 15th day of July, 1981,  
between Dale E. Surface and Susan J. Surface

hereinafter called the "seller," and Lyall M. Webb and Janeal C. Webb

hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described personal property, with appurtenances, in Skamania County, State of Washington:

Serial No.: H045768E

Located at: Mile Post 0,11R Laurel Lane, Washougal, WA 98671

The terms and conditions of this contract are as follows. The purchase price is Thirteen thousand and no/100--- (\$ 13,000.00 ) Dollars, of which One thousand six hundred and no/100--- (\$ 1,600.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One thousand four hundred and no/100--- (\$ 1,400.00 ) Dollars, or more at purchaser's option, on or before the 1st day of August, 1981, and One hundred sixty-six and no/100--- (\$ 166.00 ) Dollars, or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 10 per cent per annum from the 20th day of July, 1981, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at CONTRACT SHALL BE FULLY DUE AND PAYABLE ON OR BEFORE or at such other place as the seller may direct in writing. June 30, 1988.

Purchaser herein agrees to pay all future mobile park rental space.

Purchaser and seller have signed and read "Seller's and Buyer's Disclaimer" which discusses mobile home compliance with health, safety and zoning codes.

PURCHASER ACCEPT MOBILE HOME "AS IS" AND ASSUMES RESPONSIBILITY AND COSTS OF MOVING, DISASSEMBLY, AND REASSEMBLY. As referred to in this contract, "date of closing" shall be July 20, 1981

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said \*\*, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter placed on said \*\*, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the PERSONAL PROPERTY insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said \*\* has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said \*\* or hereafter placed thereon, and of the taking of said \*\* or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said \*\* is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) Purchaser acknowledges that he has read, received and agreed to the terms and conditions of the mobile home park rental agreement and/or leased land agreement. Upon removal of the mobile unit from the park or leased land, wherever mobile home was located as of date herein, purchaser shall be solely liable for any conditions or responsibilities which occur as a result of relocation of said unit.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said \*\* or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a Bill of Sale and Certificate of Title to the \*\*, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Title to the mobile home shall remain in Seller and shall not pass to Buyer until a full compliance by Buyer with all of the terms and conditions of this contract, including the reverse side hereof. Buyer hereby grants Seller and the holder of this contract a security interest in said mobile home as security for all obligations of Buyer under this contract. Upon Buyer's performance of all of Buyer's obligations, Seller shall endorse and deliver the Certificate of Title for the mobile home to Buyer who shall then be responsible for registering the mobile home, which responsibility shall include the payment of the Transfer of Title fee which is not included in closing costs.

(8) **DEFAULT.** Time is of the essence in this agreement and in any of the following events, hereinafter called "Events of Default," to wit:

- (a) Any failure by Buyer to pay when due the full amount of any payment, taxes, insurance premium, or other indebtedness or charges which are or may be secured hereby; or
- (b) Any failure by Buyer to perform as required by any covenant or agreement herein; or
- (c) The falsity of any representation by Buyer herein or in any credit application or financial statement given by Buyer to Seller as the 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 Buyer or against the property; or
- (e) If Buyer 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 Buyer 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) If Seller deems the property in danger of misuse or confiscation, or in case of any unreasonable depreciation in the value thereof; or
- (h) The Seller deems itself insecure;

Then and in any of such events of default, the entire amount of the unpaid purchase price and other charges and indebtedness secured thereby shall then or at any time thereafter, at the option of Seller, become immediately due and payable without notice or demand, and seller shall have an immediate right to pursue the remedies herein provided.

(9) **REMEDIES.** In the event of a default hereunder, Seller shall have all remedies provided by law, and without limiting the generality of the foregoing, shall be entitled as follows:

- (a) Buyer agrees to put Seller in possession of the property on demand; and at the request of the Seller to deliver the property to Seller at a place designated by Seller which is reasonably convenient to both parties; and
- (b) Seller is authorized to enter any premises where the property is situated or may be found and take possession of the property, together with all additions, equipment and accessories thereto, in a peaceful manner, without notice or demand or without legal proceedings. Seller may take temporary custody of anything found in the property. Buyer waives all claims for damages due to or arising from or connected with any such taking; and
- (c) Buyer agrees that a period of ten (10) days from the time notice is sent by first class mail or otherwise, shall be a reasonable period of notification of a sale or disposition of the property; and
- (d) Buyer agrees that any notice or other communication by Seller to Buyer shall be sent to the mailing address of the Buyer stated herein; and
- (e) Buyer agrees to pay on demand the amount of all expenses reasonable incurred by Seller in efforts to collect the indebtedness secured hereby and in protecting or realizing on the property. In the event that this Security Agreement or any obligations secured by it is referred to an attorney or protecting or defending the priority of Seller's interest or for collection or realization procedures, Buyer agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts or fee 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 sub-paragraph shall be secured hereby.

(10) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said property on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said property in good repair and not to permit waste and not to use, or permit the use of, the property for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said property after the date purchaser is entitled to possession.

\*\*personal property

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Dale E. Surface (SEAL)  
Susan J. Surface (SEAL)  
STATE OF WASHINGTON  
COUNTY OF Clark ss.

Lyall M. Webb (SEAL)  
Jeneal C. Webb (SEAL)  
STATE OF WASHINGTON  
COUNTY OF Clark ss.

On this day personally appeared before me Dale E. Surface and Susan J. Surface, to me known to be the individual 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 15th day of July 1981.  
Notary Public in and for the State of Washington, residing at Ridgefield

On this day personally appeared before me Lyall M. Webb and Jeneal C. Webb, to me known to be the individual 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 15th day of July 1981.  
Notary Public in and for the State of Washington, residing at Ridgefield