

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

<p>1 DEBTOR(S) (or assignor(s)) (last name first, and address(es))</p> <p>MCMILLAN, JOHN T. AND ROSE C. 5151 SW 191st COURT ALOHA, OR 97007</p>	<p>2 FOR OFFICE USE ONLY</p> <p>REC'D 2350 CLARK COUNTY TITLE CO 113.35P 10/2/84 J. J. Johnson</p> <p>3 NUMBER OF ADDITIONAL SHEETS ATTACHED: 1</p>
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<p>4 SECURED PARTY(IES) (or assignee(s)) (name and address)</p> <p>PEARLE E. WAYENBERG 2901 E. 2nd #4 NEWBERG, OR 97132</p>	<p>5 ASSIGNEE(S) of SECURED PARTY(IES) (if applicable) (last name first, and address(es))</p>
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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 minehead of the well or mine located on (Describe real estate. Use legal description.)

CABIN located at Site 176, NORTHWOODS, Cougar, Washington.  
Legal description of cabin and leasehold property attached.

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

<p>7 RETURN ACKNOWLEDGMENT COPY TO</p> <p>PEARLE E. WAYENBERG c/o CLARK COUNTY TITLE COMPANY PO BOX 1308 VANCOUVER, WA 98666 (ESCROW 6773JS)</p>	<p>FILE FOR RECORD WITH COUNTY AUDITOR OF COUNTY IN WHICH REAL PROPERTY IS LOCATED</p>
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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) \_\_\_\_\_

<p>JOHN T. MCMILLAN AND ROSE C. MCMILLAN</p> <p><i>John T. McMillan</i> TYPE NAME(S) OF DEBTOR(S) (or assignor(s))</p> <p><i>Rose C. McMillan</i> SIGNATURE(S) OF DEBTOR(S) (or assignor(s))</p>	<p>USE IF APPLICABLE</p> <p>PEARLE E. WAYENBERG</p> <p>TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))</p> <p><i>Pearle E. Wayenberg</i> SIGNATURE(S) OF SECURED PARTY(IES) (or assignee(s))</p>
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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 \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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

*McMiller*

96 000-116

Legal Description:

Known as Lot 176, Northwood, according to the plat thereof records of Skamania County, Washington, located in Section 26, Township 7 North, Range 6 East of the Willamette Meridian.

Highest and Best Use:

~~The highest and best use of the subject property is for recreational homesites, primarily because of the restrictions placed on the lot by the lease as well as the uses of the surrounding property.~~

Utilities:

~~The subject property has water and electricity supplied to it.~~

Description of Improvements:

The single family dwelling located upon the property is frame construction with T1-11 siding and composition roof. The home was built in 1976. The first floor contains 720 square feet and the finished loft contains 360 square feet.

There is a small storage area at one corner of the building, 6'x 8' semi-finished and houses the hot water tank. Adjacent to the storage area is a shower bath with vinyl floors and paneled walls and ceiling. There are three fixtures with approximately a six foot vanity.

Adjacent to the bath is a bedroom that has an open closet area for clothes, firtex ceiling with wall to wall carpeting and figured wall paneling. The central hallway is all panel and has wall to wall carpeting.

The kitchen area has vinyl floors, the the living room and dining area have wall to wall carpeting. The living area

*A. C. Butler*

Description of Improvements (cont.):

has a vaulted ceiling that is chipboard sealed with insulation. This area has paneled walls and a stairway leading to the finished loft above. It has an earth stove with a metal flue insulated through the ceiling.

The loft above the bedroom, kitchen, bath, hall and storage area, has wall to wall carpeting and is finished into a bedroom. The ceiling height is restricted so that there is approximately six to eight feet. Where the ceiling height is above six feet high, there is ample space for a second bedroom. The loft is paneled, except for where the chipboard insulation is in the ceiling. This chipboard insulation has chipboard as well as insulation behind the chipboard. The building is in good condition.

Adjacent to the building is a wood deck with a covered portion as well as an open portion.

There is a guest closet in the entry hallway. It has natural finished built-ins in the kitchen and a sink and free standing range. The total number of plumbing fixtures is five.

Also on the property is a 10'x 10' storage shed, single construction, wood floor, plywood exterior and a composition roof.

*Rose C. McMillan*

[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 JOHN T. McMILLAN AND ROSE C. McMILLAN, husband and wife

(hereinafter called "Debtor") hereby grants to PEARLE E. WAYENBERG, a widow  
(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.]

That certain cabin located on the following property:

Lot 176, as shown on the Plat and Survey entitled Record of Survey for Waterfront Recreation, Inc., dated May 14, 1971, on file and of record under Auditor's File No. 77523, at page 449, of Book "J" of Miscellaneous records of Skamania County, Washington, aka THE NORTHWOODS;  
TOGETHER WITH an appurtenant easement as established in writing on said plat for the joint use of the areas shown as roadways on the plat.

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 monies owing from Secured Party at any of its offices to Debtor, shall be 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 176, NORTHWOODS, SKAMANIA COUNTY WASHINGTON

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:

SEE ABOVE

If the Debtor does not have a record interest in the above real property, the record owner is:

**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 21<sup>st</sup> day of September, 19 84

5151 SW 191st COURT  
Street City

ALOHA, OR 97007  
County State Zip Code ADDRESS OF DEBTOR (Print)

(SIGNATURE OF DEBTOR)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

*Mr. Sullivan*

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 or 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, 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 in 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.

**ASSIGNMENT OF SECURITY AGREEMENT**

The undersigned assignor, Secured Party, in the within and foregoing Security Agreement, does hereby and assigns, transfer and set over unto

as assignee the said Security Agreement, and the indebtedness secured thereby (however evidenced) and the undersigned hereby guarantees the payment of all moneys due or to become due on the indebtedness secured by said Security Agreement, together with all sums advanced by assignee, under the terms of said Security Agreement. The assignor waives notice of default and authorizes extensions and renewal of said indebtedness and authorizes the assignee to settle with the customer or release any security which it may have at any time or any other guarantor without notice to the undersigned, and without affecting in any way the obligations of the undersigned to the assignee. The undersigned agrees that the assignee may retain the foregoing Security Agreement and the property covered thereby as security for the obligations of the undersigned. If the assignee disposes of the property covered by said Security Agreement, the undersigned agrees to pay any deficiency remaining after application by the assignee of the net proceeds to any indebtedness secured thereby.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Assignor

*McMillan*

### Promissory Note

(INTEREST INCLUDED)

\$ 3500.00 ..... September 20, 19 84.

For value received, JOHN T. McMILLAN AND ROSE C. McMILLAN ..... promise to pay to PEARLE E. WAYENBERG .....

or order, at the sum of THREE THOUSAND FIVE HUNDRED AND NO/00----- DOLLARS, with interest from SEPTEMBER 28, 1984 on unpaid principal at the rate of TWELVE (12) per cent per annum, principal and interest payable in installments of ONE HUNDRED SIXTY FOUR AND 77/00 Dollars on the 28th day of each SUCCEEDING CALENDAR month, beginning on the 28th day of OCTOBER, 19 84

and continuing until said principal and interest have been paid.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon 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 act on be instituted on this note, I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a UCC 1B, SECURITY AGREEMNT ..... of even date

This note may be paid in full at any time without penalty.

*Pearle E. Wayenberg*  
Pearle E. Wayenberg, holder  
*John T. McMillan*  
John T. McMillan, maker  
*Rose C. McMillan*  
Rose C. McMillan, maker



**COMMONWEALTH LAND**  
**TITLE INSURANCE COMPANY**  
 Philadelphia, Pennsylvania

THIS SPACE PROVIDED FOR RECORDER'S USE:

Filed for Record at Request of

Name.....

Address.....

City and State.....

70-00-176

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS: That  
 PEARLE E. WAYENBERG

County of \_\_\_\_\_, State of \_\_\_\_\_, of \_\_\_\_\_, the party of the first part.

for and in consideration of the sum of  
 TEN DOLLARS AND OTHER VALUABLE CONSIDERATION  
 lawful money of the United States of America, to HER \_\_\_\_\_ Dollars

in hand paid by  
 JOHN T. MCMILLAN AND ROSE C. MCMILLAN, husband and wife  
 the party of the second part, the receipt whereof is hereby acknowledged, do hereby these presents grant,  
 bargain, sell and deliver unto the said party of the second part, the following described personal property now  
 located at Cabin site no. 176 of North Woods,  
 in the City of Cougar, County of SKAMANIA and State of Washington, to-wit:

That certain Cabin located on:  
 Lot 176, as shown on the Plat and Survey entitled Record of Survey for Waterfront  
 Recreation, Inc., dated May 14, 1971, on file and of record under Auditor's File  
 No. 77523, at page 449, of Book "J" of Miscellaneous records of Skamania County,  
 Washington, aka the NORTHWOODS;  
 TOGETHER WITH an appurtenant easement as established in writing on said plat for the  
 joint use of the areas shown as roadways on the plat.

TO HAVE AND TO HOLD the same to the said party of the second part, their heirs, executors,  
 administrators and assigns forever. And said party of the first part, for her heirs,  
 executors, administrators, covenants and agree to and with the said party of the second part, their  
 executors, administrators and assigns, that said party of the first part, owner of the said  
 property, goods and chattels and has good right and full authority to sell the same, and that she  
 will warrant and defend the sale hereby made unto the said parties of the second part, their  
 executors, administrators and assigns, against all and every person or persons, whomsoever, lawfully claiming or to  
 claim the same,

IN WITNESS WHEREOF. The said party of the first part has hereunto set her hand  
 and sealed this 20th day of September, 1984

\_\_\_\_\_  
 (SEAL) Pearle E. Wayenberg (SEAL)  
 \_\_\_\_\_  
 (SEAL) \_\_\_\_\_ (SEAL)

STATE OF WASHINGTON, }  
 County of Clark } ss.

On this day personally appeared before me  
 PEARLE E. WAYENBERG  
 to me known to be the individual described in and who executed the within and foregoing instrument, and  
 acknowledged that she signed the same as HER free and voluntary act and deed, for the  
 uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of SEPTEMBER, 1984

\_\_\_\_\_  
 Notary Public in and for the State of Washington,  
 residing at VANCOUVER