BOOK 53 PAGE 745
SK-10008

83242

SECURITY AGREEMENT
(General)

Section 1. RONALD POWELL D.B.A. AS Horizon Cont. Inc.
(Name)

Woodland Woodlawn, Washington
(No. and Street) (City or Town) (County)

(hereinafter called the debtor), for a valuable consideration, receipt whereof hereby is acknowledged, hereby grants to LAVINA V. WILSON

(hereinafter called the secured party), whose address is 4833 N. Princeton, Portland, Oregon

a security interest in the following described property together with all accessories, substitutions, additions, replacements, parts and accessions affixed to or used in connection therewith, as well as the products and proceeds thereof (all hereinafter called "the Collateral"):

Summer or vacation residence cabin and other improvements located on Cabin Site No. 17, of North Woods, being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 E. W/M, Skamania County, Washington

to secure payment of the debtor's debt to the secured party as evidenced hereby and by debtor's note of even date herewith payable to the secured party in the amount of $ 15,000 payable on the terms, at the times and with interest as set forth in said note, (delete remainder of this sentence if not applicable) also to secure any and all other liabilities, direct and indirect, absolute or contingent, now existing or hereafter arising from the debtor to the secured party. Said note and said liabilities hereinafter collectively are called "the obligations." Debtor agrees to pay said note and obligations and if any portion thereof, principal or interest, is not paid when due and such default continues for more than 10 days, debtor agrees to pay, in addition to the foregoing, the reasonable collection costs of the secured party plus reasonable attorney's fees.

Section 2. The debtor hereby warrants and covenants that:

2.1 The Collateral is bought or used primarily for debtor's [X] personal, family or household purposes, [ ] farming operations, [ ] business and if any part of the Collateral is being acquired, in whole or in part, with the proceeds of the said note, the secured party may disburse directly to the seller of the Collateral.

2.2 At all times the Collateral will be kept at
(No. and Street)
Cabin site 17 as above
(City or Town)
(County) XXXX and shall not be removed from said location, in whole or in part, until such time as written consent to a change of location is obtained by debtor from the secured party.

2.3 If the Collateral is bought or used primarily for business use, the debtor's principal place of business in Oregon is located at the place shown at the beginning of this agreement; debtor also has places of business in the following other Oregon counties ________; if debtor has no place of business in Oregon but resides therein, the county in which debtor resides is ________ County in said state.

2.4 If debtor is a corporation, it is organized and existing under the laws of the State of ________; its principal office and place of business is located at ________ and its principal office and place of business in Oregon is located at the place shown at the beginning of this agreement.

2.5 If the Collateral is or is to become attached to real estate, a description of the real estate is:

See above, in Skamania County, State of Washington.

in XXXXXXXXX, and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, the debtor will on the demand of the secured party furnish the latter with disclaimers or subordination agreements in form suitable to the secured party, signed by all persons having an interest in said real estate or any interest in the Collateral which is prior to the secured party's interest.

2.6 If the Collateral is crops, a description of the land on which the crops are growing or are to be grown is:

in ________ County, Oregon.

2.7 If any motor vehicles are included in the above described Collateral, the secured party's security interest is to be noted on each certificate of title and each of said certificates shall then be deposited with and kept by the secured party.

Section 3. Special Terms and Conditions:

NOV 1976
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH.

This agreement is subject to the additional provisions set forth on the reverse hereof, the same being incorporated herein by reference. The debtor acknowledges receipt of a complete executed copy of this agreement.

(Secured party need sign only if agreement is to be used as a financing statement.)

Lavina V. Wilson
(Secured Party)

By Lavina V. Wilson

Executed and delivered in duplicate on Feb. 1st, 1976

[signatures]
(Signature of Debtor)

Form No. 1201 — UCC Series (sa)
Security Agreement — General
Stevens-Ness Law Publishing Co.
Portland, Oregon 97204

NOTE: This form not suitable in connection with retail installment sales of motor vehicles (see S-N Form No. 1214) or as a retail installment contract on sales of consumer goods (see S-N Form No. 1205) or on sales of work, labor or services purchased primarily for personal, family or household use (see S-N Form No. 1201). For purchase money security agreement, not covering retail installment sales, see S-N Form No. 1202.

ADDITIONAL PROVISIONS

Section 4. The debtor hereby further warrants and covenants that:

4.1 No financing statement covering any of the Collateral described on the reverse hereof, or the products or proceeds thereof, is on file in any public office. The debtor is the owner of said Collateral and each and every part thereof free from any prior lien, security interest or encumbrance and will defend the Collateral against the claims and demands of all persons whomsoever.

4.2 The debtor will not sell, exchange, lease or otherwise dispose of the Collateral, or any part thereof, or suffer or permit any lien, levy or attachment thereon or security interest therein or financing statement to be filed with reference thereto, other than that of the secured party.

4.3 Debtor will maintain the Collateral in good condition and repair and preserve the same against waste, loss, damage or depreciation in value other than by reasonable wear. The debtor will not use any of the Collateral in violation of any law or public regulation. Secured party may examine and inspect the Collateral at any reasonable times, wherever located, and for that purpose hereby is authorized by debtor to enter any place or places where any part of the Collateral may be.

4.4 Debtor will keep the Collateral fully insured against loss or damage by fire, theft (and collision if applicable) and such other hazards as secured party may from time to time require, with such deductible provisions, upon such terms, including loss payable and other endorsements, and in such company or companies as the secured party may approve; debtor immediately will deliver all policies to the secured party, to be retained by the latter in pledge to secure debtor's obligations hereunder, with irrevocable authority to adjust any loss, receive and receipt for any sum payable, surrender any policy, discharge and release any insurer, endorse in debtor's name any loss or refund check or draft and, in general, exercise in the name of the debtor or otherwise, any and all rights of the debtor in respect thereto or in respect to the proceeds thereof.

4.5 Debtor will pay, when due, all taxes, license fees and assessments relative to the Collateral or its use and relative to the note and obligations secured hereby. Should debtor fail in his performance of any of the foregoing, the secured party may pay any security interest having priority hereto, may order and pay for the repair, maintenance and preservation of the Collateral, or any part thereof, may place and pay for any such insurance and may pay any such taxes; the debtor agrees to pay to the secured party on demand all of the latter's disbursements for any of said purposes with interest at ten percent per annum on all sums so paid from the date of payment until repaid. Repayment of all said sums shall be secured by this Security Agreement.

4.6 The debtor agrees to notify the secured party promptly in writing of any change in his business or residence address and in the location where the Collateral is kept.

4.7 In the event of any assignment by the secured party of this agreement or his rights hereunder, debtor will not assert as a defense, counterclaim, set-off or otherwise against secured party's assignee any claim known or unknown which debtor now has or claims to have or hereafter acquires against the secured party. However, notwithstanding any such assignment, secured party shall be liable to the debtor as if such assignment had not been made.

4.8 The debtor will join with the secured party in executing, filing and doing whatever may be necessary under applicable law to perfect and continue the secured party's security interest in the Collateral, all at debtor's expense.

4.9 Debtor hereby consents to any extension of time of payment and to any substitution, exchange or release of Collateral and to the addition to or release of any party or person primarily or secondarily liable for the obligations, or part thereof.

Section 5. General Provisions

5.1 The note which this agreement secures is a separate instrument and may be negotiated, extended or renewed by the secured party without releasing the debtor, the Collateral or any guarantor or co-maker.

5.2 All of the terms herein and the rights, duties and remedies of the parties shall be governed by the laws of Oregon. Any part of this agreement contrary to the law of any state having jurisdiction shall not invalidate other parts of this agreement in that state.

5.3 All of the benefits of this agreement shall inure to the secured party, his successors in interest and assigns and the obligations hereunder shall be binding upon the debtor, his legal representatives, successors and assigns.

5.4 If there be more than one debtor or a guarantor or co-maker of the note or this agreement, the obligation of each and all shall be primary and joint and several.

5.5 The secured party shall not be deemed to have waived any of his rights under this or any other agreement executed by the debtor unless the waiver is in writing signed by the secured party. No delay in exercising secured party's rights shall be a waiver nor shall a waiver on one occasion operate as a waiver of such right on a future occasion.

5.6 Each notice from one to the other party to this agreement shall be sufficient if served personally or given by U.S. registered or certified mail or by telegraph, addressed to the other party at his address as set forth on the reverse hereof, or as said address may be changed by written notice to the other given pursuant to this paragraph. Reasonable notice, when notice is required, shall be deemed to be five days.

5.7 In construing this security agreement the masculine pronoun shall include the feminine and the neuter and the singular shall include the plural, as the circumstances may require.

Section 6. Default

6.1 Time is of the essence hereof. The debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

(a) Debtor's failure to pay, when due, the principal of or interest on said note or obligations.

(b) Debtor's failure to keep, observe or perform any provision of this agreement or any other agreement between him and the secured party.

(c) The discovery of any misrepresentation, or material falsity of any warranty, representation or statement made or furnished by debtor to the secured party whether or not in connection with this agreement.

(d) Loss, theft or destruction of, or substantial damage to, any of the Collateral.

(e) The secured party deems or has reasonable cause to deem himself insecure.

(f) Failure or termination of the business of, or commencement of any insolvency or receivership proceedings by or against the debtor, or if the debtor dies or becomes insolvent, and if debtor is a partnership, the death of any partner.

Section 7. Remedies of Secured Party

7.1 Upon debtor's default, secured party shall have each and all of the rights and remedies granted to him by the Uniform Commercial Code of Oregon [illegible] and by this agreement [illegible] the note and obligations immediately due and payable and may require debtor to assemble the Collateral and make it available to the secured party at a place to be designated by the secured party which is reasonably convenient to both parties. The debtor agrees to pay the secured party's reasonable counsel fees and legal and other expenses incurred by the latter in retaking, holding, [illegible] for sale and realizing on said Collateral as well as the attorney's fees and court costs provided in said note and all such sums shall be included in the obligations secured hereby.

83242

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY [illegible]
OF [illegible]
AT 3:30 P.M. [illegible] 19 76
WAS RECORDED IN BOOK 53
OF [illegible] AT PAGE 745
RECORDS OF SKAMANIA COUNTY, WASH
[signature]
COUNTY AUDITOR
[signature]

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED