

73084

## SECURITY AGREEMENT

THIS AGREEMENT dated April 7, 1970 between ESSON H. SMITH, H. VIRGINIA SMITH, and H. VIRGINIA SMITH, Trustee of the Harry E. Smith Trust, (hereinafter called the secured parties) and COLUMBIA PACIFIC TOWING CORPORATION, a Washington corporation, (hereinafter called the debtor).

1. Creation of Security Interest. For valuable consideration, the receipt of which is acknowledged and pursuant to an agreement of January 15, 1963, as modified by a subsequent modification agreement dated April 7, 1970, the debtor grants to the secured parties security interest in the property described below together with any and all additions and accessions thereto, (hereinafter called the collateral):

- 1 - Dredge Pile Driver
- 1 - Dump Barge
- 1 - Loading Donkey (located at the Wind River dump)

The identity of the above described items known to the parties hereto, to secure payment of the total debt is evidenced hereby by the debtor's note of December 27, 1963.

2. Except for the security interest granted hereby, the debtor is the owner of the collateral free from any prior lien, security interest, or encumbrance and the debtor will defend the collateral against all claims and demands of any persons at any time claiming the same or any interest therein.

3. Debtor agrees that if it becomes necessary to sell or otherwise dispose of said collateral, or if said collateral becomes damaged, destroyed or lost, debtor will provide additional security of equal value. For this agreement and the security interest and the collateral created hereby shall terminate when the

obligations, set forth, have been paid in full.

4. All rights created under this security agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but the respect heirs, executors, administrators, successors and assigns of the debtor and the successors and assigns of the secured parties as well.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in duplicate on the day and year first hereinabove written.

COLUMBIA PACIFIC TOWING CORPORATION

By Edward E. Bureau  
President

"DEBTOR"

By Thomas W. Nelson  
Secretary

Elson H. Smith  
ELSON H. SMITH

"SECURED PARTIES"

H. Virginia Smith  
H. VIRGINIA SMITH

H. Virginia Smith  
H. VIRGINIA SMITH  
Trustee of the Terry E.  
Smith Trust



STATE OF OREGON,        }  
                                  } ss.  
County of Multnomah)

Before me personally appeared ROLAND BRUSCO and TOM MELIN both to me personally known, who being duly sworn, did say that he, the said ROLAND BRUSCO is the President, and he, the said TOM MELIN is the Secretary of COLUMBIA PACIFIC TOWING CORPORATION, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and ROLAND BRUSCO and TOM MELIN acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Lois E. Pierce*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 9/10/70

STATE OF OREGON,        }  
                                  } ss.  
County of Multnomah)

Before me personally appeared ESSON SMITH, H. VIRGINIA SMITH, and H. VIRGINIA SMITH, Trustee of the Terry E. Smith Trust, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Lois E. Pierce*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 9/10/70