

After recording, return to:  
Jaques, Sharp, Sherrerd, FitzSimons & Ostrye  
205 3<sup>rd</sup> St.  
Hood River, Oregon 97031

Grantor: Mark Amsberry and Susan Amsberry  
Grantee: Agersea Construction, LLC, an Oregon limited liability company  
Skamania County Personal Property Tax Parcel No. 43-10-0200-0409-85

### ***SECURITY AGREEMENT***

This agreement made this 29 day of December, 2008, between Agersea Construction, LLC, an Oregon limited liability company, hereinafter Agersea, and Mark Amsberry and Susan Amsberry, hereinafter Amsberry.

Whereas, Agersea is performing construction work and advancing funds for Amsberry in connection with a project in The Dalles, Oregon.

Whereas, Amsberry is willing to grant to Agersea a security interest in the property described below to secure the payment of the monies owing under the construction contract and the funds advanced,

Therefore, IT IS AGREED:

1. Amsberry hereby grants to Agersea a security interest in the following property to secure the payment of monies owing to Agersea:

All improvements located on the leasehold interest in the following described real property located in Skamania County, State of Washington:

Lot 9E, Northwestern Lake, White Salmon, Washington, commonly known as 12 Creekside Place, White Salmon, Washington. (Skamania County Personal Property Tax Parcel No. 43-10-0200-0409-85).

This agreement may be filed as a fixture filing in the real property records of Skamania County, Washington. The record owner of the underlying real property is PacifiCorp, an Oregon Corporation.

2. All monies owing to Agersea will bear interest at the rate of 10% per annum from the date due until paid.

3. Amsberry agrees to make minimum payments of at least \$500.00 per month, beginning January 10, 2009, and continuing on the same date of each month thereafter until September 10, 2009, when the entire balance, including principal and all accrued interest, will be payable in full.

4. Amsberry will be in default if any payment is not made within ten days of the due date stated herein. Upon default, Agersea may pursue all remedies available to a secured creditor under Washington law, including repossession of the collateral.

5. In any legal proceedings arising out of this agreement, the prevailing party will be entitled to recover reasonable attorney fees from the loser, as set by the court at trial or upon appeal.

Dated on the year and day set forth above.

Agersea Construction, LLC

By: Darryl Agersea  
Darryl Agersea, Member

Mark Amsberry  
Mark Amsberry

Susan Amsberry  
Susan Amsberry

STATE OF Oregon

County of Washington

On this 29 day of December, 2008, personally appeared Mark Amsberry and Susan Amsberry, to me known to the individuals who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Denise Parmiter  
Printed Name: Denise Parmiter  
Notary Public in and for the State of Oregon  
Residing at: Hoquiam  
My commission expires: Oct. 30, 2010

