



200806120012

Skagit County Auditor

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AFTER RECORDING MAIL TO:Name Michael A WinslowAttorney at LawAddress 411 Main StreetCity / State Mount Vernon, WA 98273**Document Title(s):** (or transactions contained therein)

1. Security Agreement: Mobile Home

2.

3.

4.

Reference Number(s) of Documents assigned or released:☐ Additional numbers on page _____ of document**Grantor(s):** (Last name first, then first name and initials)

1. Ricky D. Clark

2. Rhonda J. Clark

3.

4.

5. ☐ Additional names on page _____ of document**Grantee(s):** (Last name first, then first name and initials)

1. LaHecka, William Tod & Bonnie F.

2. Bolduc, James E.

3. Vanderyacht, Richard E.

4.

5. ☐ Additional names on page _____ of document**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

Fleetwood Bershire 56x24 Serial No. WAFL2AD1634570

☐ Complete legal description is on page _____ of document**Assessor's Property Tax Parcel / Account Number(s):**

P119329

B94909-2
GUARDIAN NORTHWEST TITLE CO.SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 12 2008

Amount Paid ☒
Skagit Co. Treasurer
By mem Deputy

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SECURITY AGREEMENT: Mobile Home

Agreement made this 9th day of June, 2008, between Ricky D. Clark and Rhonda J. Clark, husband and wife, of 14771 E. Edison Road, Bow, WA. 98232, in this Agreement referred to as "Debtors", and William Tod LeHecka and Bonnie F. LeHecka, husband and wife, James E. Bolduc, a single man, and Richard E. VanderYacht, a married man as to his separate property, in care of 336A E. Fairhaven Ave., Burlington, WA. 98233, in this Agreement referred to as "Secured Party".

In consideration of the mutual covenants and promises set forth in this Agreement, Debtors and Secured Party agree:

1. CREATION OF SECURITY INTEREST For valuable consideration, receipt of which is hereby acknowledged, Debtors hereby grant to Secured Party a security interest in the following Vehicle and all and any additions and accessions thereto, in this Agreement referred to as collateral: Fleetwood Berkshire 56X24 Serial No. WAFL2AD16314570, located on P48602 - 5246 Chuckanut Drive, Bow, WA. 98232.

This Agreement secures payment of the obligations set forth hereof and in the Note of even date herewith and any and all other liabilities of Debtors to Secured Party under this Agreement, all of which are in this Agreement referred to as "obligation." A secured interest is further granted in all cash and non-cash proceeds of the described collateral, including without limitation chattel paper and accounts receivable or notes receivable.

2. OBLIGATION SECURED The total debt of Debtors to Secured Party hereunder is Two Hundred Fifteen Thousand Dollars (\$215,000.00).

3. USE OF THE COLLATERAL Debtors hereby warrant that collateral is used primarily for Debtors' Residence. Debtor agrees to comply with any governmental regulation affecting the use of the property and will not use nor permit the use of the property in any unlawful manner.

4. DEBTORS' RIGHTS IN COLLATERAL Debtors hereby warrant that they are the sole owners of collateral and that there are no liens or encumbrances of any kind thereon or on any part thereof. Debtors further warrant that they have good right to grant a security interest in collateral pursuant to Article 9 of RCW 62A.

5. LOCATION OF COLLATERAL Collateral shall be kept at 5246 Chuckanut Drive, Bow, WA. 98232, and Debtors shall promptly notify Secured Party of any change in the location of collateral. Debtors shall not remove collateral from Washington without Secured Party's written consent.

6. PROTECTION OF COLLATERAL Debtors shall maintain collateral in good repair and



shall be responsible to Secured Party for any loss or damage thereto, shall keep collateral free of all taxes, liens and other charges, and shall not illegally use or secrete collateral.

7. INSURANCE Debtors shall maintain the usual insurance coverage on collateral, in a form satisfactory to and issued by an insurance carrier approved by Secured Party. Such policies shall insure both Debtors and Secured Party, as their interests may appear, against fire, theft and total or partial destruction of the collateral. The loss shall be payable under each policy to Secured Party or assigns, per the amount of value of the vehicle/equipment, and the Debtors shall be entitled to any proceeds in excess of the amount necessary to pay the loan in full. Debtors hereby request all insurance carriers involved to pay all insurance claims, including premium refunds, directly to Secured Party, and Debtors appoint Secured Party attorney in fact to collect the same on Debtors' behalf. Debtor shall pay promptly all premiums on such policies. In the event of Debtors' failure to procure such insurance or to pay the premiums therefore, Secured Party may procure and pay for such insurance, and all sums advanced for such purpose shall be added to obligation and secured by this Agreement. In the event of loss, Secured Party shall have full power to have 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 collateral. The 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.

8. DEFAULT Any of the following shall constitute a default hereunder:

- a. Debtors' 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;
- b. Debtors' failure to promptly perform any of the provisions contained in this Agreement, including payment for any advance made hereunder;
- c. Loss, substantial damage to or destruction of any portion of the collateral;
- d. A dissolution or liquidation of the Debtors;
- e. The making or levying of any attachment or execution on collateral;
- f. The filing of a petition in bankruptcy or insolvency, or for the appointment of a receiver in liquidation or a trustee, by or against Debtors or for any of Debtors' property;
- g. Debtors' making any assignment for the benefit of creditors;
- h. The filing of a petition or other proceeding by or against Debtors for reorganization, compromise, adjustment or other relief under the laws of the United States or of any state, relating to the relief of Debtors; and
- i. Secured Party's deeming itself insecure for any reason.

In the event of any of the above defaults, the entire amount of indebtedness secured hereby shall then or at anytime 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 Agreement.

9. REMEDIES

- a. In the event of any default by Debtors, Secured Party may take any legal action available to



collect all sums owing hereunder, to enforce its right to possession of the collateral, and to enforce any and all other rights or remedies available to it under RCW62A or otherwise. No such action shall operate as a waiver of any other right or remedy of Secured Party under the terms hereof, or by statute, or otherwise. All rights and remedies of Secured Party are cumulative and not alternative, and no waiver of any default shall operate as a waiver of any other default;

b. Secured Party shall have a lien on and an option to set off and apply, without notice and without first resorting to any other collateral, all deposits and other property of all makers and endorsers of the note or notes in its possession or control against obligation, though unmatured, crediting hereon any unearned prepaid interest;

c. In the event of default, Debtors shall, on demand, deliver collateral to Secured Party. Secured Party may without notice or demand and without legal process enter the premises of Debtors and take possession of collateral on such premises or wherever found. Secured Party may require Debtors to assemble collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties;

d. Secured Party, on obtaining possession of collateral on default, may sell collateral or any part thereof at public or private sale either with or without having collateral at the place of sale. Insofar as may be lawful, Secured Party may be a purchaser at such sale. The net proceeds of such sale, after deducting all expenses of Secured Party in taking, storing, repairing and selling collateral, including reasonable attorney fees, shall be credited against obligation in accordance with the terms of this Agreement. Any surplus shall be paid to Debtors, or the person legally entitled thereto. In the event of a deficiency, Debtors shall pay such deficiency to Secured Party;

e. Debtors agree that a period of fifteen (15) days from the time notices sent, by first class mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of the property;

f. Debtors agree that any notice or other communication by Secured Party to Debtors shall be sent to the address of the Debtors stated herein;

g. Debtors agrees to pay on demand the amount of all expenses reasonably incurred by Secured Party in protecting or realizing on the collateral. In the event that the Security Agreement or any obligations secured by it is referred to an attorney for protection, defending the priority of the secured parties' interest or for collection or realization procedures, Debtors agree to pay a reasonable attorneys' 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;

h. If Secured Party disposes of the property, Debtors agree to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby;

i. Secured Party may sell the collateral separately or jointly at time of sale of Real Property which also secures this obligation; and

j. Time is of the essence of this Agreement.

10. APPLICABLE LAW The Security Agreement shall be interpreted under the laws of the state of Washington. Venue for any suit hereunder shall be in Skagit County, Washington.

11. WAIVERS This Agreement shall not be qualified or modified by course of dealing. No

Security Agreement

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waiver or modification by the Secured Party of any of the terms or conditions hereof shall be effective unless set forth in writing, signed by the Secured Party. No waiver in any one instance shall constitute a waiver as to any subsequent matter hereunder.

12. EXPENSES INCURRED BY SECURED PARTY Secured Party is not required to, but may at its option, pay any tax, charge or other expense payable by the Debtors. Any amounts so paid shall be repayable by the Debtors upon demand. Debtors will also pay upon demand all of secured parties expenses incurred in collecting, insuring, conserving or preserving the collateral or in any inspection or examination by a Secured Party with respect to the collateral. All sums advanced by the Secured Party shall bear interest at the rate of fourteen percent (14%) per annum from the date of payment by the Secured Party until repaid by the Debtors and such sums and interest shall be secured hereby. The rights granted by this section do not constitute a waiver of any other rights of Secured Party arising as a result of breach of the Debtors' covenants set forth herein.

13. EFFECT OF AGREEMENT This Agreement shall bind and inure to the benefit of Debtors and Secured Party and their respective executors, administrators, successors, heirs and assigns.

14. FINANCING STATEMENT The Debtor hereby authorizes the Lender/Secured Party to file financing statements or other notices with the appropriate recording authority, in order to properly perfect the security interest granted under this agreement. This consent also applies to any continuations, renewals or re-filings, of such notices, in order to maintain or reinstate the perfection of the security interest.

15. GENERAL PROVISIONS Debtors declare that Debtors' authorized representative has read this Agreement, including the provisions of the promissory note or notes attached to this Agreement and that Debtors' representative understands the terms and purport of the Agreement and note or notes. Debtors acknowledge receipt from Secured Party of a copy hereof. Debtors agree that this Agreement and the note or notes contain the entire Agreement between the parties and that there are no other terms or provisions, either express or implied.

DEBTORS

By: Ricky D. Clark
Ricky D. Clark

6/9/08
Date

By: Rhonda J. Clark
Rhonda J. Clark

6/9/08
Date



State of Washington)
) :ss
County of Skagit)

I certify that I know or have satisfactory evidence that Ricky D. Clark and Rhonda J. Clark, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: June 9th, 2008.

Karen Alderson
Karen Alderson, Notary Public
My appointment expires: 3-28-11

