

96978

PROMISSORY NOTE AND LEASE

Camas, Washington  
November 8, 1983

FOR VALUE RECEIVED, I, LOUIS P. McATEE, promise to pay to DELOS V. SCHNEIDER and MARYLS SCHNEIDER, husband and wife, the principal sum of Sixty-Five Hundred Dollars (\$6,500.00), with interest thereon at the rate of Twelve per cent (12%) per annum from the date hereof, as follows:

Two Thousand and no/100 Dollars (\$2,000.00) as a down payment, the receipt of which is hereby acknowledged.

The sum of One Hundred Five and no/100 Dollars (\$105.00) per month commencing with a payment due on the 1st day of January, 1984, and continuing in a like amount on the 1st day of each month thereafter until the principal amount, together with the accumulated interest, has been paid in full.

It is further agreed that this note can be paid in full at any time with no pre-payment penalty.

This promissory note is given in payment of the purchase of a 1973 Concord Mobile Home, serial number 293428S1173, presently located at MP 1.86 L, Mt. Pleasant Road, Skamania County, State of Washington.

The said DELOS V. SCHNEIDER and MARLYS SCHNEIDER do by these presents lease and demise the land situated at MP 1.86 L, Mt. Pleasant Road, Washougal, Washington, upon which the aforementioned mobile home is situated, to LOUIS P. McATEE, under the terms and conditions as hereinafter set forth:

The premises are leased for a term of Ten (10) years commencing the 8th day of November, 1983, and terminating on the 7th day of November, 1993.

Louis P. McAtee shall pay rent in the amount of Forty-Five Dollars (\$45.00) per month for the above premises on the 1st day of each month in advance.

Lessee shall pay for service and utilities supplied to the premises and he shall have the use of the spring water and septic tank on the premises.

Lessee shall keep said premises in a clean and sanitary condition and shall maintain the yard and premises.

Louis P. McAtee agrees not to assign this lease or promissory note without the prior written approval of the Schneiders.

This note is secured by a Bill of Sale and a Security Agreement bearing this date.

In the event of default in the payment of any of the conditions as herein provided, time being of the essence, the holder of this note may, without notice or demand, declare the entire principal sum then unpaid, together with accrued interest thereon, immediately due and payable.

This note shall bear interest at the highest rate allowed by law in the State of Washington after maturity or after failure to pay any installment as above specified, and if this note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note, Louis P. McAtee, promises to pay a reasonable attorney's fee.

Louis P. McAtee  
LOUIS P. MCATEE

Delos V. Schneider  
DELOS V. SCHNEIDER

Marlys Schneider  
MARLYS SCHNEIDER

STATE OF WASHINGTON )

: ss.

COUNTY OF CLARK )

On this day personally appeared before me LOUIS P. MCATEE, DELOS V. SCHNEIDER and MARLYS SCHNEIDER, to me known to be the individuals described in and 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.

DATED this 8<sup>th</sup> day of November, 1983.

Dianna L. Totten  
NOTARY PUBLIC in and for the State  
of Washington, residing at Camas