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FILED FOR RECORD  
SKAMANIA CO. WASH  
Kielpinski & Assoc.

Dec 30 4 43 PM '93

*P. Lowry*  
AUDITOR  
GARY M. OLSON

**INSTALLMENT PROMISSORY NOTE  
(AND AGREEMENTS(S))**

\$ 93,149.35

**118392**

Stevenson, Washington  
December 30, 1993

**BOOK 140 PAGE 629**

ROBERT A. RHODE and MARJORIE F. RHODE, husband and wife ("Maker") and OMAR H. RHODE and DELORES J. RHODE, husband and wife ("Holder"), purchasers and sellers respectively in that certain Real and Personal Property Contract ("Contract") dated May 23, 1978, recorded June 26, 1978 in Book 75, page 29, Recording no. 86717, records of the Auditor of Skamania County, Washington, hereby agree that this Installment Promissory Note ("Note") and the Assignment of Deed of Trust between Maker and Holder securing payment of this Note, are entered into and executed in modification of, and in substitution for, the aforescribed Contract.

Maker and Holder agree that all representations, warranties, duties and obligations of each party in said Contract shall survive and continue in force and effect, despite and beyond the execution of this Note, even if same are not separately restated or set forth in the Assignment of Deed of Trust securing this Note.

FOR VALUE RECEIVED Maker promises to pay to Holder or to such address and/or account as Holder shall designate in writing, the sum of Ninety-three Thousand One Hundred Forty-nine and 35/100 Dollars (\$93,149.35) payable in equal installments of One Thousand Four Hundred Ninety-Eight and 70/100 Dollars (\$1,498.70), or more at Maker's option, commencing on January 10, 1994, and continuing on the tenth day of each month thereafter until the principal balance and accrued interest of this Note are paid in full. The maturity date of this Note, when completed and final payment is due, shall be January 10, 2001.

Maker further agrees to pay interest on the principal balance, and the diminishing amounts thereof, at the rate of nine percent (9%) per annum from January 10, 1994, which interest shall be first deducted from each installment and the balance applied in reduction of principal. Interest shall be calculated and deducted on a per day basis, using a 365 day year, from date of payment of last installment to date of payment of current installment.

Should Maker decide to pay this Note in full on or before January 10, 2001, Maker agrees to pay a prepayment penalty. The prepayment penalty shall be the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), and shall be paid at the same time as the prepayment. Except as set forth above regarding prepayment in full before January 10, 2001, Maker shall have the right, from

time to time, to pay all or any portion of the principal of this Note. PROVIDED, HOWEVER, no such partial payments shall exceed one-seventh (1/7) of the principal balance in any one year. PROVIDED FURTHER, HOWEVER, any such prepayments shall not in any way delay the due date of remaining installments, or reduce the amount thereof, and any partial prepayments shall be designated as such in writing.

This Note is secured by an Assignment of Deed of Trust of even date. Installments due under this Note are separate and apart from sums Maker is required to pay with respect to taxes, insurance and other sums which might become liens or encumbrances on the real property described in the Assignment of Deed of Trust.

If this Note shall be placed in the hands of an attorney for collection or enforcement, with or without suit or action, and/or if suit or action, including arbitration, is brought to collect any of the principal, interest or late charges of this Note, Maker agrees to pay Holder's costs incurred, including costs for title searches, and a reasonable attorney fee.

Each Maker of this Note executes the same as a principal and not as surety.

  
OMAR H. RHODE, Holder

  
ROBERT A RHODE, Maker

  
DELORES J. RHODE, Holder

  
MARJORIE F. RHODE, Maker