

Date: 11/28/2007 11:35A

Filed by: PHIL CRAWFORD

Filed & Recorded in Official Records

of SKAMANIA COUNTY

SKAMANIA COUNTY AUDITOR

J MICHAEL GARVISON

Fee: \$44.00

WHEN RECORDED RETURN TO:

Phil Crawford

234 N.E. Frank Johns Rd.

Stevenson, WA 98648

DOCUMENT TITLE(S)

Promissory Note

REFERENCE NUMBER(S) of Documents assigned or released:☐ Additional numbers on page _____ of document.**GRANTOR(S):**

Benjamin L. Sizemore

Jean M. Sizemore

☐ Additional names on page _____ of document.**GRANTEE(S):**

Phillip E. Crawford

Enid M. Crawford

☐ Additional names on page _____ of document.**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

A tract of land in the SE 1/4 of the N.W. 1/4, Sec 35, T9N, R7E - - -

☒ Complete legal on page 5 of document.**TAX PARCEL NUMBER(S):**

04073500100200

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

PROMISSORY NOTE

\$ 24,000.00

November 28, 2007Stevenson, Washington

Date

City, State

FOR VALUE RECEIVED, JEAN M. SIZEMORE and BENJAMIN L. SIZEMORE, HUSBAND AND WIFE, hereinafter "Maker" promises to pay to PHILLIP E. CRAWFORD and ENID M. CRAWFORD, HUSBAND AND WIFE, hereinafter "Holder" or order at, 234 N.E. Frank Johns Road, Stevenson, Washington 98648 or other such place as may be designated by the Holder from time to time, the principal sum of TWENTY FOUR THOUSAND DOLLARS (\$24,000.00), with interest thereon from the 12TH DAY OF NOVEMBER, 2007 on the unpaid principal at the rate of FIVE PERCENT (5%) PER ANNUM as follows:

1. INSTALLMENT PAYMENTS:

Maker shall pay principal and interest installments of TWO HUNDRED DOLLARS (\$200.00).

The installment payments shall begin on the 12th day of November 2007 and shall continue on the 12th day of each succeeding calendar month.

2. DUE DATE: The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on 12TH DAY OF OCTOBER, 2021.**3. DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of FIVE PERCENT (5%) PER ANNUM.**4. ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.**5. PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.**6. CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.**7. LATE CHARGE:** If Holder receives any installment payment more than NA days (15 days if not filled in) after its due date, then a late payment charge of \$ NA, or NA percent (NA%) of the installment payment (5% of the installment payment if neither is filled in) shall be added to the scheduled payment.**8. DUE ON SALE: (OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)** If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

PLS
Maker (Initials)

PEC Eme
Holder (Initials)

9. **ACCELERATION:** If Maker fails to make any payment owed under this Note, or if Maker defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within 30 DAYS after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under the Deed of Trust or other instruments securing repayment of this Note.
10. **ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
11. **WAIVER OF PRESENTMENTS:** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.
12. **NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
13. **SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
14. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
15. **CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
16. **EXECUTION:** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
17. **COMMERCIAL PROPERTY:** ~~(OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)~~ Maker represents and warrants to Holder that the sums represented by this Note are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

Maker (Initials)

Holder (Initials)

ORAL AGREEMENTS: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

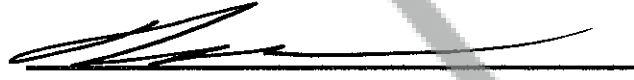
18. **DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

19. ADDITIONAL TERMS AND CONDITIONS: None

20. THIS NOTE IS SECURED BY DEED OF TRUST OF EVEN DATE.

Maker (signatures)


Jean M. Sizemore


Benjamin L. Sizemore


Maker's address for all notices given by Holder under this Note: 1342 Trout Creek Road, Carson, Washington 98610

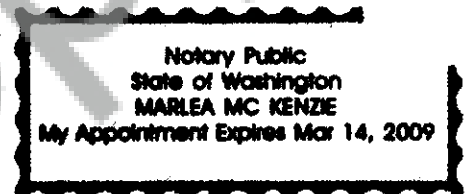
State of Washington }
County of Skamania

NOTARY ACKNOWLEDGEMENT

On this day personally appeared before me JEAN M. SIZEMORE and BENJAMIN L. SIZEMORE, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Signed and sworn to before me this 28th day of November, 2007.


Notary Public in and for the State of Washington
My appointment expires 3-14-09



DO NOT DESTROY THIS NOTE

WHEN PAID this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, the following described real property in Skamania County, Washington:

A TRACT OF LAND IN THE S.E. 1/4 OF THE N.W. 1/4, SEC. 35, T.4N., R.7E., WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 2 OF THE REVISED HOLLENBERRY SHORT PLAT, RECORDED IN BOOK 2 OF SHORT PLATS, PAGE 33, SKAMANA COUNTY, WASHINGTON RECORDS,