

WHEN RECORDED RETURN TO:

Richard and Margaret Kalenberg
4430 N.E. Franklin St
CAMAS, WA 98607

DOCUMENT TITLE(S)

Promissory Note

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):

Derek and Melissa Kalenberg

☐ Additional names on page _____ of document.

GRANTEE(S):

Richard and Margaret Kalenberg

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

See Exhibit A

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

☐ 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

\$ 95,000.00

Jan 31, 2008
Date

Washougal, WA 98671
City, State

FOR VALUE RECEIVED, Ninety-five thousand and 00/100-

hereinafter "Maker" promises to pay to Richard W Margaret Kaldenberg

hereinafter "Holder" or order at 4430 N.E. Franklin St
Comas, WA 98607

or other such place as may be designated by the Holder from time to time, the principal sum of 95,000.00

Dollars (\$ 561.96), with interest thereon from 12th day of each month

on the unpaid principal at the rate of 95,000.00

percent (5.875 %) per annum as follows:

1. INSTALLMENT PAYMENTS: Maker shall pay, (check one)

a. ☐ NO INSTALLMENTS. No installment payments are required.

b. ☒ PRINCIPAL and INTEREST INSTALLMENTS of five hundred - sixty-one & 96/100
Dollars (\$ 561.96).

c. ☐ INTEREST ONLY PAYMENTS on the outstanding principal balance.

(The following must be completed if "b" or "c" is checked)

The installment payments shall begin on the 12th day of Jan 2008

and shall continue on the 12th day of each succeeding: (check one)

☒ calendar month ☐ third calendar month ☐ sixth calendar month ☐ twelfth calendar month

☐ Other: _____

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 12 day of Feb 2010 See exhibit "A"
3. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of 12 percent (12 %) per annum (18% if not filled in) OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.
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 12 days (15 days if not filled in) after its due date, then a late payment charge of \$ 50.00, or — percent (— %) 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 initiated 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.

DR MK
Maker (Initials)

RK M.K
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 — days (30 days if not filled in) 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.

DK MK
Maker (Initials)

RK M.K.
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:** (check one)

a. ☐ NONE

OR

b. ☒ As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither a or b is checked, then option "a" applies)

20. THIS NOTE IS SECURED BY ☐ DEED OF TRUST, ☐ MORTGAGE, ☒ Note OF EVEN DATE.

Maker (signatures)
Dark Kishor
Mehar Kishor

Maker's address for all notices given by Holder under this Note: _____

'Exhibit A'

Additional Conditions for the purchase of the 2007 Fleetwood double wide home ~~Fig #~~ Model 45635 being placed at 13012 Washougal River Road, Washougal, WA 98671 of Skamania County. All parties agree that this contract will be carried for two year with an option of three year as long as all payment are on time for the first 24 months.

All parties clearly understand that in the event the Marriage between Melissa and Derek Kaldenberg, Divorce/Separate this note is due on demand of this action.

Serial # 32054
58'9" X 26'6" = 1590 sq. ft.

State of WASHINGTON

County of CLARK SS:

On this day personally appeared before me Derek Kaldenberg
and Melissa Kaldenberg

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.
GIVEN under my hand and official seal this 31st day of January
2008

NOTARY PUBLIC
JIM L. CARROLL
STATE OF WASHINGTON
My Commission Expires March 6, 2010

Jim L. Carroll
Notary Public in and for the State of
Washington, residing at _____

My Appointment Expires on: March 6, 2010

WASHINGTON--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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Form 3048 1/01

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Page 6 of 6