

**After Recording Return To:**

**Name:** Washington Action Gorge Progrmas  
**Address:** 1250 E Steuben  
**City:** Bingen, WA 98605

**DOCUMENT TITLE (s)**

- 1 Promissory Note
- 2.
- 3.
- 4.

**GRANTOR (S): (Last name first, then first name and initials)**

- 1 Barbosa, Sara
- 2.
- 3.
- 4.

Additional Names on page n/a of document.

**GRANTEE (S): (Last name first, then first name and initials)**

- 1 Washington Gorge Action Programs
- 2.
- 3.
- 4.

Complete legal Description is on page 3 of document.

Assessor's Property Tax Parcel/ Account Number (s):

<sup>n/a</sup>  
Reference Number (S) Of Documents Assigned or Released:  
#956

Additional Number (s) on page 1 of 1 of document.

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.

Washington Gorge Action Programs  
1250 East Steuben Bingen Wa. 98605  
PROMISSORY NOTE

|                    |                       |                       |
|--------------------|-----------------------|-----------------------|
| Carson .<br>(City) | Skamania<br>(County ) | Washington<br>(State) |
|--------------------|-----------------------|-----------------------|

381 Shipherd Falls Rd. # 5  
(property address)

BORROWER'S NAME: Sara Barbosa

1. BORROWER'S PROMISE TO PAY

In return for a 15-year forgivable, deferred loan I have received (the "Loan"), I promise to pay U.S. dollars in the amount of. **\$ 54,135.00** (this amount is called "principal") to the order of the Lender. The Lender is Washington Gorge Action Programs, a Washington non-profit corporation and existing under the laws of the State of Washington whose address is .1250 East Steuben Bingen Wa. 98605 The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

A. Loan Authority # 956

The Loan evidenced by this Note is being made pursuant to the HOME Investment Partnerships (HOME) Program administered by the Lender and the State of Washington for the U.S. Department of Housing and Urban Development. THIS LOAN IS SUBJECT TO THE TERMS AND CONDITIONS OF THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AND THE BORROWER MUST COMPLY WITH THE TERMS AND CONDITIONS OF THAT PROGRAM. FAILURE TO DO SO WILL CONSTITUTE DEFAULT. A COPY OF THOSE TERMS AND CONDITIONS IS ATTACHED HERETO AND INCORPORATED HERE BY REFERENCE.

B. Uses of Funds

The loan is being made in order to assist me in replacing the existing owner-occupied mobile home on my Real Property ( or rental property) located at: **381 Shipherd Falls Rd. # 5 Carson Washington 98610, Skamania County** hereinafter referred to as "the property".

**USE THE LEGAL DESCRIPTION HERE**

2009 Fleetwood: Weston Extreme 27x56 Manufactured Home  
Model # 4563 Serial # 32534

**2. PAYMENTS**

**A. Deferral**

Provided I comply with the terms of the Deed of Trust securing this obligation and the terms of this Note, the amount due and payable under this Note shall be deferred until one of the following events takes place:

- (1) The property is sold or transferred to a second or third party. This would include transfer as a result of death or divorce
- (2) I no longer occupy the property as my principal residence
- (3) I rent the property for any reason
- (4) Property is refinanced

Repayment of the loan principal only will be due and payable in full upon sale, change of ownership, change of use or refinance. (0% interest)

The loan will be forgiven on a pro-rated basis over the 15 year term ( $1/15^{\text{th}}$  x number of years of ownership).

- B.** Repayments shall be made to the Lender and deposited to the Lender's HOME Investment Trust Account

**3. BORROWER'S RIGHT TO REPAY**

I have the right to prepay the principal amount of this Note, without any prepayment charge provided that such prepayment is in full and

not in part.

4. **GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 1 above or a different address if I am given a notice of that different address.

5. **OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

6. **WAIVERS**

I and any other person who has obligations under this Note waive the right of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due, "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

7. **UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. The Security instrument describes how and under what conditions I may be required to make immediate payment in full of all

amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part to the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower and any Senior Lien Holders prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

8. SECURITY

This Note and sums evidenced hereby are secured by a Deed of Trust on real property (or rental property) located in Skamania County, Washington. The Maker of this note agrees to perform and comply with all of the agreements, terms and conditions of said Deed of Trust and other documents executed in conjunction with this Note. If there is no deed of trust, as in the case of a mobile home loan, insurance on the house needs to be kept in force until the loan is paid off.

9. ATTORNEY'S FEES

Should legal action be required to enforce or interpret any of the provisions of this Note, the prevailing party shall be entitled to all costs and reasonable attorney's fee incurred in connection therewith from the non-prevailing part.

10. VENUE

Any action brought to enforce or interpret this Note may, at the option of the Note Holder, be brought in Skamania County, Washington.

11. CONFLICT OF PROVISIONS

12. GOVERNING LAW

This Note shall be construed in accordance with the laws of the State of Washington.

13. ORAL AGREEMENTS

Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of debt are not enforceable under Washington Law.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED:

Sara Barbosa  
Borrower

Borrower

Sara Barbosa  
(Signature)

(Signature)

Witness: Lynda S. Curtis

State of: Washington

County of: **Klickitat** On this day, before me personally appeared

Sara Barbosa and N/A, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and seal this 20<sup>th</sup> day of Nov 2008.

Signature of Notary: Lynda S. Curtis

My Commission Expires: 1/12/12

Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_

