

WHEN RECORDED RETURN TO:

Angela Vogt  
PO Box 3  
Trout Lake, WA

98650

DOCUMENT TITLE(S) <sup>①</sup> Promissory Installment note w/ balloon payment  
<sup>②</sup> Agreement to sell personal property, <sup>③</sup> Security Interest note in  
REFERENCE NUMBER(S) of Documents assigned or released: ~~personal property~~ A.V.

[ ] Additional numbers on page \_\_\_\_\_ of document.

GRANTOR(S):

Angela Vogt

REAL ESTATE EXCISE TAX

N/A

APR 20 2010

[ ] Additional names on page \_\_\_\_\_ of document.

GRANTEE(S):

Snowzie Winar

PAID, See Sale Excise # 28508 DTD 4.20.10  
\$770.00 Vicki Chellam  
SKAMANIA COUNTY TREASURER

[ ] Additional names on page \_\_\_\_\_ of document.

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

Cabin #20 Northwestern Lake Park Road.

[ ] Complete legal on page \_\_\_\_\_ of document.

on Pacific Corp land

TAX PARCEL NUMBER(S):

43100200042000 2M/ACD 4-20-10  
4-12-10

[ ] 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.

## AGREEMENT TO SELL PERSONAL PROPERTY

Purchase and Sell Agreement made by and between Angela Vogt of 54 Carr Road Trout Lake, Washington(Seller), and Snowzie Vinar of 5051 NE 13th AVE Portland, Oregon 97211(Buyer).

Whereas, for good consideration the parties mutually agree that:

1. Seller agrees to sell, and Buyer agrees to buy the following described property:

*Cabin #20 Northwestern Lake Park Road.  
White Salmon, WA 98605 Skamania County*

2. Buyer agrees to pay to Seller and Seller agrees to accept as total purchase price the sum of \$ 50,000 minus \$500.00 earnest already payed with a down payment of \$10,000 payable as follows:

a. Down payment due at time of signing.

b. Seller agrees to hold a security note for a term of 20 years with balloon payments. See attached promissory note and amortization schedule.

3. Seller warrants it has good and legal title to said property, full authority to sell said property, and that said property shall be sold by warranty bill of sale free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

4. Said property is sold in "AS IS" condition, Seller disclaiming any warranty of merchantability, fitness or working order or condition of the property except that it shall be sold in its present condition, reasonable wear and tear expected. By accepting this agreement buyer(s) represent that buyer(s) have personally inspected the described property and accepts the property "AS IS"

exceptions:

a. Seller agrees to install drywall and tape in the upstairs room.

b. Seller agrees to cut out defective drywall under kitchen sink a bathroom sink and replace with new drywall and tape.

5. The parties agree to release lien with in 20 days of final payment to the Security note at the address of the Seller at which time an Assignment of note document will be executed and signed.

6. As this personal property resides on leased land owned by Pacific Corp. Buyer agrees to transfer Pacific Corp land lease into their name under according to the rules of Pacific Corp. Buyer is responsible for all lease payments starting May 1, 2010. If the buyer defaults on any lease payment prior to the fulfillment of the security term. Entire debt shall become immediately due and payable at the option of the seller. Seller shall be

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entitled to collect all costs and expenses, including reasonable attorney's fees. Buyer agrees to relinquish existing Pacific Corp lease to seller subject to consent from Pacific Corp pursuant to the terms of the lease section 21.

7. If the buyer defaults on lease payment to Pacific Corp prior to fulfillment of the mortgage terms. Buyer agrees to relinquish the Pacific Corp land lease back to the Lender.

8. Seller agrees to relinquish existing Pacific Corp Lease to Buyer at closing subject to obtaining consent from Pacific Corp pursuant to terms of lease section 21.

9. It is agreed that seller has an allowance to use the cabin for 2 weeks out of each year; one week in the summer and one week in the off season. Seller will give a 15 day advanced notice of when they will be in the cabin.

9. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this 25 day of March, 20 10.

\_\_\_\_\_  
Witness

[Signature]  
Buyer

\_\_\_\_\_  
Witness

[Signature]  
Seller

Promissory Installment Note  
With Balloon Payment

Recitations:

INTEREST RATE. Annual interest rate on matured, unpaid amounts shall be subject to interest at 4.7% per annum, with an increase of 0.5% every 5 years and a \$5000 balloon payment ~~April~~ <sup>May</sup> first every 5 years, with a payoff at the end of 20 years, but not to exceed the maximum amount of interest permitted by the Laws of the State of Washington.

3/25/10  
XU  
RKV

PAYMENT TERMS. This Note is due and payable as follows, to-wit. See attached amortization schedule, with balloon payments included. If each payment is not paid on time, the remaining balance will be subject to interest at 10 percent per annum. Each monthly payment is due on the 1st of each month. It will be considered late after the 5th of each month and a \$0 late fee will be assessed. After 15 days past the due date (1st of each month) a notice of default will be sent to the borrower. A fee of 45\$ will be charged in addition to for any NSF's.

BALLOON PAYMENT. Borrower promises to make a single, final payment for the entire balance owed to the Payee on or before April first 2021.

BORROWER'S PRE-PAYMENT RIGHT. Borrower reserves the right to prepay this Note in whole or in part, prior to maturity, without penalty.

PLACE FOR PAYMENT. Borrower promises to pay to the order of Payee at the place for payment and according to the terms for payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

DEFAULT AND ACCELERATION CLAUSE. If Borrower defaults in the payment of this Note or in the performance of any obligation, and the default continues after Payee gives Borrower notice of the default and the time within which it must be cured, as may be required by law or written agreement, then Payee may declare the unpaid principal balance and earned interest on this Note immediately due. Borrower and each surety, endorser, and guarantor waive all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

INTEREST ON PAST DUE INSTALLMENTS AND CHARGES. All past due installments of principal and/or interest and/or all other past-due incurred charges shall bear interest after maturity at the maximum amount of interest permitted by the Laws of the State of Washington until paid. Failure by Borrower to remit any payment by the 15th day following the date that such payment is due entitles the Payee hereof to declare the entire principal and accrued interest immediately due and payable. Payee's forbearance in enforcing a right or remedy as set forth herein shall not be deemed a waiver of said right or remedy for a subsequent cause, breach or default of the Borrower's obligations herein.

INTEREST. Interest on this debt evidenced by this Note shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of the maximum shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this instrument (and any other instruments) concerning this debt.

FORM OF PAYMENT. Any check, draft, Money Order, or other instrument given in payment of all or any portion hereof may be accepted by the holder and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the holder hereof except to the extent that actual cash proceeds of such instruments are unconditionally received by the payee and applied to this indebtedness in the manner elsewhere herein provided.

ATTORNEY'S FEES. If this Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

SEVERABILITY. If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Note.

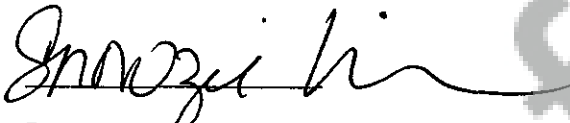
CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

GOVERNING LAW. This Note shall be governed, construed and interpreted by, through and under the Laws of the State of Washington.

Borrower is responsible for all obligations represented by this Note.

EXECUTED this 25 day of March, 2010.

[Borrower's Signature:]



[Borrower's Printed or Typed Name:]

Snowzie Vinar

## Security Interest note in Personal Property

This Security Interest in Personal Property is given by Spouzie R Vinar, hereinafter called Borrower, of Portland, OR to Angela Vogt, hereinafter called Lender, which term includes any holder of this Security Interest in Personal Property, to secure the payment of the PRINCIPAL SUM of \$39,500 together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Security Interest in Personal Property, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Security Interest in Personal Property.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, excluding land (leased from Pacific Corp) but the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of:

Cabin #20 Northwestern Lake Park Road, White Salmon  
Washington 98605 Skamania County

Borrower further covenants and agrees that:

1. No superior note secured by it will be modified without the consent of Lender hereunder.
2. Borrower will make any and all assessed tax payments, and show proof of payment. Borrower will make all land lease payments to and abide by the terms of land lease provided by Pacific Corp.
3. In the event that Borrower fails to carry out the covenants and agreements set forth herein or if the Borrower fails to stay as a leasee in good standing with Pacific Corp, or the Lender the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the secured property, and upon default the same may be collected without the necessity of making entry upon the secured premises.
5. In the event that any condition of this note or any senior note shall be in default for fifteen 30 days, the entire debt shall become immediately due

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and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the secured property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

7. This note is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

8. Borrower shall provide proof of paid insurance on the property in amounts and not less than the balance amount due and the Lender shall be a named insured as its interest may appear. This proof is due by Jan 15th of each year.

#### RISK OF LOSS AND INSURANCE

Risk of loss by negligence, fire or other casualty is on the Borrower. The Borrower agrees to keep the Property insured, by at least content, liability, fire, casualty, hazard, and windstorm, insurance, with an insurance company satisfactory to the Seller for a sum not less than the note balance. All insurance proceeds shall be payable to the Seller. In the event of a loss by fire or other casualty, the rights and obligations of the parties shall be as follows:

a. If the damage to the Property and/ or building(s) is less than fifty (50%) percent of the total value of the improvements, the Borrower shall be obligated to repair or reconstruct, as the case may be, and the Seller shall either turn over the insurance proceeds to the Borrower or apply the proceeds directly to the costs of such repair or reconstruction, the Borrower being entitled to any surplus insurance funds over and above the costs of repair or reconstruction, and the Borrower being liable for any deficiency after application of the insurance money to such costs.

b. If the damage to the Property and/ or building(s) is in excess of fifty (50%) percent of the total value of the improvements, the Borrower shall have the option as to whether to repair or reconstruct following such casualty loss.

(1) If the Borrower elects not to repair or reconstruct, then the unpaid balance of the purchase price, together with accrued interest to date, but excluding unearned



interest, shall at the option of the Seller become due and payable forthwith, and the insurance proceeds shall be applied towards the application of such sum, any surplus of the insurance proceeds over and above the Borrower's obligations shall be paid to the Borrower. In the event that the contract is paid out as a result of the application of the insurance proceeds, the Seller shall deliver a deed to the Borrower and consummate the transaction. In the event the contract is not paid out as a result of the application of the insurance process pursuant to an election not to repair or reconstruct after casualty, the proceeds shall be credited to the account of the Borrower and the Borrower will continue to make regular payments pursuant to the terms of the contract until the Borrower's obligations are satisfied and the contract consummated.

(2) If the Borrower elects to repair or reconstruct, the insurance proceeds shall be applied by the Seller to the costs of such repair or reconstruction, the Borrower shall submit the building plans to the Seller for approval, which approval shall be granted if the value of the land after the repair or reconstruction will equal or exceed the value of the land immediately prior to the casualty. If requested by the Borrower, the Seller will, after approval of the Borrower's building plans, turn over the insurance proceeds to an insurance trustee for the purpose of paying for the repairs or reconstruction. Any surplus of insurance proceeds over and above the costs of repair or reconstruction shall be delivered to the Borrower, and any deficiency remaining after application of such proceeds to the costs of repair or reconstruction shall be paid by the Borrower.

#### EMINENT DOMAIN

In the event that any or all of the property is taken by eminent domain during the existence of this Contract, the rights and obligations shall be as follows:

a. If the amount taken is less than fifty (50%) percent of the total value of the property at the time of the taking, the entire award shall be paid to the Borrower and the contract shall continue



unaffected by the taking.

b. If the amount taken is more than fifty (50%) percent of the total value of the property but

less than seventy-five (75%) percent of the total value at the time of the taking,

(1) if the value of the property remaining is equal to twice the amount of the

Borrower's indebtedness under the contract, then the entire award shall be paid to the

Borrower and the contract shall continue unaffected by the taking, but,

(2) if the value of the property remaining is less than twice the amount of the

Borrower's indebtedness under the contract, then so much of the award shall be paid to

the Seller as to reduce the outstanding indebtedness of the Borrower under the contract

to a point where the value of the property not taken is equal to twice the remaining

outstanding indebtedness under the contract, the balance of the award shall be paid

to the Borrower, and the contract as thus accelerated as to the final payment shall

continue unaffected by the taking.

However, such sums as are necessary for the useful alteration or restoration of the

uncondemned portion of the property shall be applied for such purpose before the

remaining portion of the award is turned over to the Seller for reduction of the

debt. In determining the value of the uncondemned portion of the property, the

value shall be the fair market value after the completion of such repairs or alterations as may have been necessitated by the condemnation.

c. If the amount taken is more than seventy-five (75%) percent of the total value of the

property at the time of the taking, then the award shall be paid to the Seller to the extent that

is necessary to pay out the contract, such sum including accrued interest to date, but

excluding unearned interest, and the balance of the award shall be paid to the Borrower. The

contract will thus be consummated and the Seller will convey to the Borrower any of the

property herein included which was not taken by eminent domain. In the event the amount

of the award is insufficient to satisfy the outstanding obligations of the Borrower to the Seller,

excluding unearned interest, the contract shall nevertheless be terminated as

previously  
provided in this paragraph, but the Seller shall be authorized to sue for a  
money judgment for  
any deficiency between the amount of the award and the outstanding  
obligations of the  
Borrower

d. The provisions of this Paragraph shall apply also to any settlement or  
agreement reached  
between the Borrower and any corporation, authority or agency having the  
power of eminent  
domain whereby the Borrower voluntarily conveys to such agency, authority, or  
corporation in  
order to avoid condemnation proceedings.

9. Prepayment.

The Borrower may prepay the entire balance outstanding at any time without  
penalty and without  
notice. Such prepayment shall not include unearned interest. Upon full  
prepayment, the Seller shall  
have twenty (20) days in which to deliver a warranty deed or equivalent deed.

10. Borrower shall not commit waste or permit others to commit actual,  
permissive or constructive waste on the property. The borrower will maintain  
the Property at all times in a state of good repair and condition, and will  
not do or permit to be done anything to the Property that will in any way  
impair or weaken the security of the Seller's title. In case of the refusal,  
neglect or inability of the Borrower to repair and maintain said Property,  
the Seller may, at the Seller's option, make such repairs or cause the same  
to be made, and advance money in that behalf, which sums advanced or costs of  
repairs shall be the obligation of the Borrower and shall be secured by this  
Contract.

11. Borrower further covenants and warrants to Lender that Borrower is  
indefeasibly seized of said land in fee simple; that Borrower has lawful  
authority to mortgage said land and that said land is free and clear of all  
encumbrances except as may be expressly contained herein.

This note is upon the STATUTORY CONDITION and the other conditions set forth  
herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to  
the extent existing under State law.

Executed under seal this 25<sup>th</sup> day of March, 2010.

BORROWER:

Shouzei Li

[Signature of Borrower]

Shouzei R. Vinar

[Printed or Typed Name of Borrower]

LENDER:

Angela Vogt

[Signature of Lender]

Angela Vogt

[Printed or Typed Name of Lender]

~~WITNESS #1:~~

~~[Signature of Witness #1]~~

~~[Printed or Typed Name of Witness #1]~~

~~WITNESS #2:~~

~~[Signature of Witness #2]~~

~~[Printed or Typed Name of Witness #2]~~

ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Multnomah

On March 25th, 2010 before me,

Erin Johnson, personally appeared

Snowzie R. Vinar,  
Angela S. Vogt,  
\_\_\_\_\_ and

\_\_\_\_\_ personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

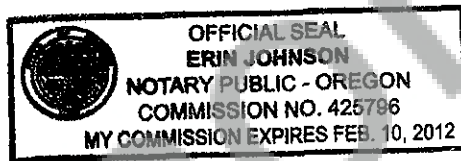
WITNESS my hand and official seal.

Signature: 

Affiant: \_\_\_\_ Known ☒ Unknown

ID Produced: ORDL/WADL

(Seal)



Amortization Schedule

\$10000 down

Loan amount \$39500.00

interest rate 4.7%

rate increase of .5% every 5 years

First Payment due May first 2010

Years 1-5

interest rate is 4.7%

monthly payment of 204.86

Principal payment is \$109.72

Interest payment is \$95.20

May 1 of 2015 balloon payment \$5000.00

Balance \$27917.00

Years 6-10

interest rate is 5.2%

monthly payment is \$166.41

Principal payment is \$73.06

Interest payment is 93.35

May 1 of 2021 balloon payment \$5000.00

Balance \$23533.60

Years 11-15

interest rate is 5.7%

monthly payment is \$129.59

Principal payment is \$77.22

Interest payment is \$52.37

May 1 of 2026 balloon payment \$5000.00

Balance \$ 8900.20

Years 16-20

interest rates is 6.2%

monthly payment is \$76.02

Principal payment is \$49.40

Interest payment is \$26.62

May 1 of 2031 balloon payment \$5000.00

Balance \$933.47

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