

#115

**WHEN RECORDED RETURN TO:**

RAYMOND J. THYGESEN

P. O. Box 423

TROUT LAKE, WA

98650

**DOCUMENT TITLE(S)**

PROMISSORY NOTE

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

RAYMOND J. THYGESEN

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

THEODORE HORSCH

☐ Additional names on page \_\_\_\_\_ of document.

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

CABIN NUMBER 9E NORTHWESTERN LAKE

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

43100200040985

☐ 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.

Form 22M /24A  
CBA Form N-1A  
LPB 28A  
Promissory Note  
Rev. 12/99  
Page 1 of 2

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# PROMISSORY NOTE

\$ 38,000.00 July 21, 2010 White Salmon WA  
Principal Date City State

FOR VALUE RECEIVED, Theodore Horsch

hereinafter "Maker" promises to pay to Raymond J. Thygesen

hereinafter "Holder" or order at PO Box 423 (39 Little Lt. Rd.) Trout Lake, Wa 98650

or other such place as may be designated by the Holder from time to time, the principal sum of thirty eight thousand

dollars (\$38,000.00), with interest thereon from first day of September, 2010 on the

unpaid principal at the rate of ten percent (10 %) 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 six hundred dollars (\$ 600.00 ).

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 first day of September, 2010 and

shall continue on the first day of each succeeding: (check one)

☒ calendar month ☐ sixth calendar month ☐ other: \_\_\_\_\_

☐ third calendar month ☐ twelfth 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 the 30 day of September, 2010.

3. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest

at the rate of eighteen percent (18 %) 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 fifteen days (15 days if not filled in)

after its due date, then a late payment charge of \$ \_\_\_\_\_, or five percent (5 %) 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.

TH

Maker (Initials)

nlj

Holder (Initials)

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CBA Form N-1A  
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# **PROMISSORY NOTE**

*Continued*

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 thirty 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.
- 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.

TH  
Maker (Initials)

117  
Holder (Initials)

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.
- b. ☒ As set forth on the attached "Exhibit A" which is incorporated by this reference.  
(Note: If neither "a" nor "b" is checked, then option "a" applies.)
20. **THIS NOTE IS SECURED BY** DEED OF TRUST, MORTGAGE, OTHER UCC/ Cabin 9E **OF**
- EVEN DATE.**
- Maker (signatures)

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

12 CREEKSIDE PL. WHITE SALMON, WA 98672

**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.

Form 34  
Addendum/Amendment to P&S  
Rev. 7/10  
Page 1 of 1

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# **ADDENDUM / AMENDMENT TO: PROMISSORY NOTE & BILL OF SALE**

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
between Theodore Horsch ("Buyer") 2  
and Raymond J. Thygesen ("Seller") 3  
concerning Cabin 9E Northwestern Lake, White Salmon, WA 98672 (the "Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

1. Maker will pay additional payments of \$5000.00 each to be paid on September 30, 2011 and September 30, 2012. 5

2. Maker will maintain fire insurance on the structure for current replacement value and provide proof of such to holder. 6

3. Maker will keep personal property taxes current on cabin. 7

4. Maker will maintain current lease with Pacific Power and Light, owner of the land where cabin is located. 8

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 9

Initials: BUYER: THH/2/10

Date: 7/21/10

SELLER: Raymond J. Thygesen

Date: July 21, 2010

BUYER: \_\_\_\_\_

Date: \_\_\_\_\_

SELLER: \_\_\_\_\_

Date: \_\_\_\_\_