

**WHEN RECORDED RETURN TO:**

Melissa Anderson  
PO Box 958  
Carson, WA 98610

**DOCUMENT TITLE(S)**

Promissory Note

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

2008170404

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

**GRANTOR(S):**

Marion Paul Kuhn

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

**GRANTEE(S):**

Robert + Reed + Melissa Ann Anderson

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

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

Lot 1 of McCormick SP 2/145

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

**TAX PARCEL NUMBER(S):**

03-75-01-0-0-1002-00

☐ 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

\$ 13,836.776.22.10  
DateCarson, WA  
City, StateFOR VALUE RECEIVED, Robert Reed Anderson &  
Melissa Ann Anderson  
hereinafter "Maker" promises to pay to Marion Paul Kuhnhereinafter "Holder" or order at 10180 John Hollis Rd.  
Hammond, LA 70403

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

\$13,836.77Dollars (\$ 13,836.77), with interest thereon from \_\_\_\_\_ day of \_\_\_\_\_

on the unpaid principal at the rate of \_\_\_\_\_

percent (8.5%) 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 \_\_\_\_\_Dollars (\$ 477.13).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 31<sup>st</sup> day of January 2011and shall continue on the last 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 30<sup>th</sup> day of June 2013.

3. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) 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 7 days (15 days if not filled in) after its due date, then a late payment charge of \$ 23.86, 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 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.

WAA PRA  
Maker (Initials)

MPK  
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.

\_\_\_\_\_  
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:** (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, ☐ \_\_\_\_\_ OF EVEN DATE.

Maker (signatures)

Robert L. Anderson Melita Anderson

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

751 Old State Rd.  
Carson, WA 98610

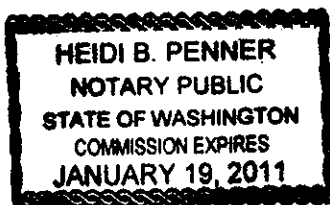
STATE OF WASHINGTON, }  
 County of Skamania } ss.

## ACKNOWLEDGMENT - Individual

On this day personally appeared before me Robert & Melissa Anderson to me known

to be the individual(s) 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 22 day of June, 2010



Heidi B. Penner  
 Notary Public in and for the State of Washington,  
 residing at

My appointment expires Jan. 19, 2011

STATE OF WASHINGTON, }  
 County of \_\_\_\_\_ } ss.

## ACKNOWLEDGMENT - Corporate

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of  
 Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_ to me known to be the

\_\_\_\_\_  
 \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_  
 \_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary  
 act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_  
 authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

My appointment expires \_\_\_\_\_

WA-46A (11/96)

This jurat is page 5 of 9 and is attached to promissory note dated 6/22/2010

**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.

Unofficial  
Copy

Exhibit A

Melissa Anderson

From: Melissa Anderson [madjackanderson@yahoo.com]  
 Sent: Thursday, June 17, 2010 8:58 AM  
 To: Melissa Anderson

Promissary Note #13281225 Loan date: 05/29/08 Principal = \$15,045.00 @ 8.5% APR Maturity Date: 06/10/11 @ \$17,176.68 total pmt. Monthly Pmt = \$477.13 w/late pmt = \$500.98. Beginning pmt = 07/10/08. To Date payment info follows...

Check No.	Amt	Date Written	Date Cleared
3269	\$477.13	07/10/08	07/15/08
3276	\$482.87	08/08/08	08/11/08
7 pmts @ \$477.13 x 7 = \$3,339.91 by ba/ma			
3329	\$477.13	04/16/09	04/17/09
3337	\$477.13	05/13/09	05/14/09
3343	\$477.13	06/08/09	06/15/09
3347	\$477.13	07/13/09	07/14/09
3352	\$477.13	08/19/09	08/20/09
3357	\$477.13	09/17/09	09/18/09
3363	\$477.13	10/17/09	10/20/09
3366	\$477.13	11/05/09	11/06/09
3371	\$477.13	12/17/09	12/22/09
3374	\$477.13	01/19/10	01/20/10 (late pmt = \$23.86/previous month?)
3380	\$477.13	02/17/10	02/18/10
3384	\$477.13	03/17/10	03/18/10
3387	\$477.13	04/14/10	04/15/10
3391	\$477.13	05/14/10	05/17/10 (To Date mpk pmts = \$7,642.37)

Outstanding Balance w/interest = \$6,194.40

\* Seven <sup>(7)</sup> payments have been made  
 by maker(s)/~~Grantee~~ of the  
 \$17,176.68

Print

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CONSUMER 13281225  
Printed by: RHONDA RABALAIS

FIRST BANK AND TRUST

6/16/2010 8:44:29 AM  
Reporting Institution: 0

**Note 13281225 - MARION P KUHN**

[01] MARION P KUHN  
10180 JOHN HOLLIS ROAD  
HAMMOND LA 70403

Rel	Birthdate	Phone	Tax Identification
*****	*****	*****	*****

Tax Name: [1] MARION P KUHN

**Summary**

Principal Balance:	\$5,895.05	Interest Method:	[6] 365/360 Payments P&I
Interest Balance:	\$51.90	Current Payment Due Date:	Jun 10, 2010
Net Payoff:	\$5,946.95	Current Payment Due Amount:	\$477.13
Current Other Escrow Balance:	\$0.00	Date Last Payment:	May 14, 2010
Current Late Charge Balance:	\$0.00	Amount Last Payment:	\$477.13
Current Other Escrow Interest Balance:	\$0.00	Current Days Past Due:	6
Payments Scheduled:	36	Total Amount Due:	\$477.13
Payments Billed:	24	Total Amount Past Due:	\$477.13
Payments Made:	23	Payment Frequency:	Monthly
Times Extended:		Regular Payment Amount:	\$477.13
Times Renewed:	0	Current Rate Over:	8.5000%
Times Past Due 1-29 Days:	1	One Day's Interest:	\$1.3918
Times Past Due 30-59 Days:		Current Yield:	8.6180%
Times Past Due 60-89 Days:		Original Note Amount:	\$15,045.00
Times Past Due 90+ Days:		Original Note Date:	May 29, 2008
		Maturity Date:	Jun 10, 2011
		Months To Maturity:	11.8
		Date Accrued Through:	Jun 15, 2010
		Date Last Transaction Activity:	May 14, 2010
		Date Principal Paid To:	May 10, 2010
		Date Interest Paid To:	May 10, 2010
		Date Last Change:	Dec 01, 2008
		Date Last Updated:	Jun 15, 2010



Print

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CONSUMER 13281225  
Printed by: RHONDA RABALAIS

FIRST BANK AND TRUST

6/16/2010 8:44:17 AM  
Reporting Institution: 0

**Note 13281225 - MARION P KUHN**

[01] MARION P KUHN  
10180 JOHN HOLLIS ROAD  
HAMMOND LA 70403

Tax Name: [1] MARION P KUHN

**Presentments**

No Presentments for Account

**Customer**

Date	Description	Transaction Amount	Principal	Interest	Principal Balance
May 29, 2008	Original Rate	Interest Rate:	8.5000%		
May 29, 2008	NEW LOAN ADVANCE	\$15,045.00	\$15,045.00		\$15,045.00
Jul 14, 2008	Regular Payment	\$477.13	\$313.73	\$163.40	\$14,731.27
Aug 08, 2008	Payment - Extra To Principal	\$482.87	\$395.92	\$86.95	\$14,335.35
Sep 08, 2008	Regular Payment	\$477.13	\$372.21	\$104.92	\$13,963.14
Oct 02, 2008	Regular Payment	\$477.13	\$398.01	\$79.12	\$13,565.13
Oct 31, 2008	Regular Payment	\$477.13	\$384.25	\$92.88	\$13,180.88
Dec 02, 2008	Regular Payment	\$477.13	\$377.55	\$99.58	\$12,803.33
Jan 05, 2009	Regular Payment	\$477.13	\$374.35	\$102.78	\$12,428.98
Feb 02, 2009	Regular Payment	\$477.13	\$394.97	\$82.16	\$12,034.01
Mar 06, 2009	Regular Payment	\$477.13	\$386.21	\$90.92	\$11,647.80
Apr 16, 2009	Regular Payment	\$477.13	\$380.88	\$96.25	\$11,266.92
May 13, 2009	Regular Payment	\$477.13	\$396.79	\$80.34	\$10,870.13
Jun 08, 2009	Regular Payment	\$477.13	\$397.29	\$79.84	\$10,472.84
Jul 13, 2009	Regular Payment	\$477.13	\$403.14	\$73.99	\$10,069.70
Aug 19, 2009	Regular Payment	\$477.13	\$403.14	\$73.99	\$9,666.56
Sep 17, 2009	Regular Payment	\$477.13	\$405.52	\$71.61	\$9,261.04
Oct 19, 2009	Regular Payment	\$477.13	\$410.87	\$66.26	\$8,850.17
Nov 05, 2009	Regular Payment	\$477.13	\$411.48	\$65.65	\$8,438.69
Dec 21, 2009	Payment - Extra To Principal	\$477.13	\$417.85	\$59.28	\$8,020.84
Dec 21, 2009	Automatic Late Charge	\$23.85			\$8,020.84
Jan 19, 2010	Payment - Extra To Principal	\$500.99	\$417.35	\$59.79	\$7,603.49
	Late Charge:	\$23.85			
Feb 17, 2010	Regular Payment	\$477.13	\$420.58	\$56.55	\$7,182.91
Mar 17, 2010	Regular Payment	\$477.13	\$428.95	\$48.18	\$6,753.96
Apr 14, 2010	Regular Payment	\$477.13	\$426.99	\$50.14	\$6,326.97
May 14, 2010	Payment - Extra To Principal	\$477.13	\$431.92	\$45.21	\$5,895.05