

**PROMISSORY NOTE: Rick Hart – James and Kathleen Combelic**

**\$99,600.00 Date:January 4<sup>th</sup>, 2018**

For value received, the undersigned Rick Hart (the "Borrower"), at 212 Hart Rd, Stevenson, Washington 98629, promises to pay to the order of James and Kathleen Combelic (the "Lender"), 912 Scott Rd Stevenson Washington 98648 (or at such other place as the Lender may designate in writing), the sum of \$99,600.00 with interest from January 4th, 2018, on the unpaid principal at the rate of 8.00% per annum.

**I. TERMS OF REPAYMENT**

**A. Payments**

The unpaid principal and accrued interest shall be payable in full on January 4<sup>th</sup> 2019 (the "Due Date"). Lump sum of \$107,968.00

An option for an additional 1 year extension on unpaid principal may be exercised upon mutual consent by both parties after January 4<sup>th</sup> 2019. Interest of \$7968.00 shall be paid on January 4th 2019, if the loan is to be extended.

The unpaid principal and accrued interest shall be payable in full on January 4th 2019, (the "Due Date"). Lump sum of \$107,968.00

**B. Application of Payments**

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

**C. Acceleration of Debt**

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

**II. SECURITY**

This Note is secured by real estate in Skamania County Washington. Security is Lot # 2 of the Hart short plat. Tax ID # 02063400020500. Zoning R-5 Farm AG. Size 5.00 Acre. The Lender is not required to rely on the above security instrument and the assets secured therein for the payment of this Note in the case of default, but may take such secured property if Borrower is in default of recognized loan and provisions laid out in contract.

**III. PREPAYMENT**

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty, but interest accrued at the time of pay off.

*Rick Hart  
James Combelic*

#### **IV. COLLECTION COSTS**

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

#### **V. DEFAULT**

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest when due;
- 2) the death of the Borrower or Lender; In the result of death occurs to Hart. Harts family has the option to pay off the note as per terms of the note or collateral becomes property of James and Kathleen Combelic. In the result of death occurs to James and Kathleen Combelic Hart is to repay the loan to Nicole Altman, Kathleen Combelic daughter, with the same terms of the note.
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

In addition, the Borrower shall be in default if there is a sale, transfer, assignment, or any other disposition of any real estate pledged as collateral for the payment of this Note, or if there is a default in any security agreement which secures this Note.

#### **VI. SEVERABILITY OF PROVISIONS**

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

#### **VII. MISCELLANEOUS**

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a yearly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

### **VIII. GOVERNING LAW**

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

### **IX. SIGNATURES**

This Note shall be signed by (Borrower), Rick Hart,(Lender), James or Kathleen Combelic, and Notaries for each party, county, state, and expiration seal.

**In Witness Whereof**, I set my hand under seal this \_\_\_\_\_ (the day) of  
\_\_\_\_\_ (Month), 2018 and acknowledge a receipt of a complete copy  
of this instrument.

\_\_\_\_\_  
Sign (Signature of Borrower)

\_\_\_\_\_  
Name & Address (Party Name)

**Notary Public - Seal**  
**My Commission Expire**  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_,  
County of \_\_\_\_\_,  
State of \_\_\_\_\_,

**In Witness Whereof**, I set my hand under seal this \_\_\_\_\_ (the day) of  
\_\_\_\_\_ (Month), 2018 and acknowledge a receipt of a complete copy  
of this instrument.

\_\_\_\_\_  
Sign (Signature of Lender)

\_\_\_\_\_  
Name & Address (Party Name)

**Notary Public - Seal**  
**My Commission Expire**  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_,  
County of \_\_\_\_\_,  
State of \_\_\_\_\_,

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a yearly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

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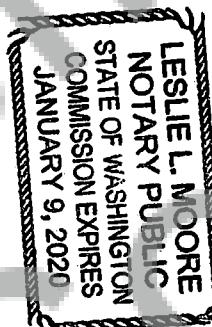
**In Witness Whereof**, I set my hand under seal this 12<sup>th</sup> (the day of February) (Month), 2018 and acknowledge a receipt of a complete copy of this instrument.

Rick L Hart

Sign (Signature of Borrower)

Rick Hart  
212 Hwy 20 Stevenson WA 98648

Name & Address (Party Name)



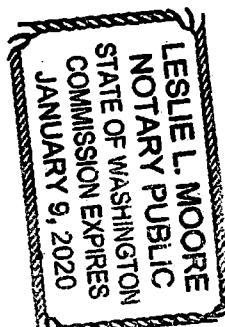
**In Witness Whereof**, I set my hand under seal this 12<sup>th</sup> (the day of February) (Month), 2018 and acknowledge a receipt of a complete copy of this instrument.

Kathleen B Combelic

Sign (Signature of Lender)

Kathleen B Combelic  
 Name & Address (Party Name)

912 Scott Rd  
Stevenson WA 98648



In Witness Whereof, I set my hand under seal this 22nd (the day of  
February (Month), 2018 and acknowledge a receipt of a complete copy  
of this instrument.

James Combelic  
Sign (Signature of Lender)

James Combelic  
Name & Address (Party Name)

912 Scott Rd  
Stevenson (Skamania) WA 98648

