

Sloan Johnson



200410130154
Skagit County Auditor

10/13/2004 Page 1 of 3 12:10PM

Return Address:
Saera Mae Eads
679 Muckleshoot Circle
La Conner, WA 98257

P6902

Sec. 02 Twn. 33 R. 02

INSTALLMENT PROMISSORY NOTE

For value received, the undersigned Jeff Aus (the "Borrower"), at 680 Muckleshoot Circle, La Conner, Washington 98257, promises to pay to the order of Saera Mae Eads, her heirs and/or assigns, (the "Lender"), at 679 Muckleshoot Circle, La Conner, Washington 98257 (or at such place as the Lender may designate in writing) the sum of \$36,400.00 (thirty-six thousand four hundred dollars).

The unpaid principal shall be payable in monthly installments of at least \$50.00 per month beginning on October 1, 2004, and continuing through August 1, 2009, (the "Due Date"), at which time the remaining unpaid principal shall be due in full. Interest on the principal shall be charged at 2% (two percent) annually.

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

The Borrower reserves the right to repay this Note (in whole or in part) prior to the Due Date with no prepayment penalty.

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.

This Note is secured by the leasehold estate and improvements thereon located at 680 Muckleshoot Circle, La Conner, Washington 98257. The legal description is as follows:

SHELTER BAY, BLOCK 4, LOT 680;

A leasehold interest in the following described property: Lot 680, "SURVEY OF SHELTER BAY DIV. 4, Tribal and Allotted Lands of Swinomish Indian Reservation,"

as recorded in Volume 48 of Official Records, pages 627 to 631, inclusive, records of Skagit County, Washington.

Situate in Skagit County, Washington.

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 proceed directly against the Borrower.

If any of the following events 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 in full on or before the Due Date;
2. the death of the Borrower or Lender;
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 assets pledged as security for the payment of this Note, or if there is a default in any security agreement which secures this Note.

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.

All payments 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 nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

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

Dated this 23 day of September, 2004, at Lynden, Washington.

Borrower:
Jeff Aus

By: 
Jeff Aus



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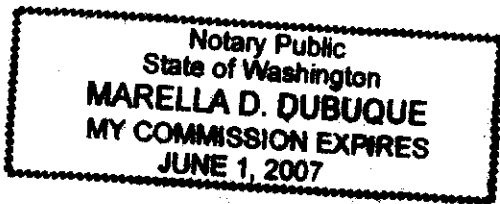
STATE OF WASHINGTON)
COUNTY OF SKAGIT)SS

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 23rd day of September, 2004, personally appeared before me JEFF AUS and _____, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that ~~they~~ ^{his} signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Marella D. Dubuque

MARELLA D. DUBUQUE

*My Commission Expires: 6-1-07
LaConner, Washington*



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