



200808200053
Skagit County Auditor

8/20/2008 Page 1 of 4 1:33PM

When Recorded Return To:
David R. and Mary L. Hambright
P.O. Box 41
Rockport WA 98283

NOTICE OF CLAIM OF LIEN

Grantor: Jason Beck and Kimberly J. Beck, husband and wife

Grantee (Claimant): David R. Hambright and Mary L. Hambright, Husband and wife

Legal Description Abbreviated: Ptn GVL 4, S25, T35N, R09E
(See Exhibit "A", attached for Full Legal Description)

Assessors Tax Parcel Number: P44675, 350925-0-025-0002

Notice is hereby given that claimant has a lien against Grantor in the amount of
\$ 350,000.00

Said lien is claimed for non-payment of a Promissory Note dated JANUARY 27, 2006
(See Attached Exhibit "B", attached for copy of Promissory Note)
2 PAGES

Dated: August 11, 2008

David R. Hambright
David R. Hambright

Mary L. Hambright
Mary L. Hambright

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that David R. Hambright and Mary L. Hambright, the person(s) who appeared before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the use and purposes mentioned in this instrument.

Dated: 08-15-2008



Karinn Kennedy

Notary Public in and for the State of Washington
Residing at: Washington
My appointment expires: 04-01-2012

EXHIBIT A

That portion of Government Lot 4 in Section 25, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point which is 1245 feet South and 397 feet East of the West $\frac{1}{4}$ corner of said Section; thence South 100 feet, more or less, to a creek as it existed on March 20, 1939 and as described in deed recorded March 20, 1939 in Volume 176 of Deeds, page 470, records of Skagit County, Washington, which is the true point of beginning; thence Northwesterly along said creek 80 feet, more or less, to the intersection with the Easterly line of State Highway 17-A; thence Southwesterly along said highway 97.5 feet to the Northwest corner of a tract conveyed to Benton in deed recorded June 14, 1956, under Auditor's File No. 537427; thence South $36^{\circ}33'$ East 19.5 feet; thence South $28^{\circ}24'$ West 26.73 feet to the Northwest corner of a tract conveyed to Benton in deed recorded December 1, 1959 under Auditor's File No. 588419; thence South $40^{\circ}54'$ East along said tract 103.8 feet; thence North $25^{\circ}16'$ East 27.33 feet to a point which lies 150 feet Southerly from the point of beginning, as measured along the Westerly line of a county road as it existed on October 4, 1948; thence along the Westerly line of said road to the true point of beginning; EXCEPT that portion, if any, lying within the tract deeded to Jarmin on February 2, 1973, and recorded under Auditor's File No. 780297.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

Promissory Note

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**David R. Hambright
50985 St.Rt. 20
Rockport, WA. 98283**

EXHIBIT B

and

**Mary L. Hambright
50985 St.Rt. 20
Rockport, WA. 98283**

(Herein after referred to as the "Lenders")

&

**Jason Beck
53074 St.Rt. 20
Rockport, WA. 98283**

and

**Kimberley Beck
53074 St.Rt. 20
Rockport, WA. 98283**

(Herein after referred to as the "Borrowers")

1. Promise to Pay

IN RETURN FOR VALUE RECEIVED, the Borrowers jointly and severally promises to pay to the Lenders the total amount of \$350,000.00 USD, together with interest payable on the unpaid principal at the rate of 7 percent per annum, compounded monthly.

The payment will be delivered to the Lenders at 50985 St.Rt. 20 Rockport, WA. 98283 or such other address as may later be agreed upon by the parties.

2. Repayment

The amount owed under this Promissory Note will be repaid in equal Monthly installments of \$3,500.00 on the 25th of each month starting February 25, 2006 and continuing until the principal balance of this Note and any accrued interest have been repaid in full. All payments shall be first applied to interest and the balance to principal.

3. Additional Costs

If the Borrowers defaults in payment, the Borrowers shall pay all costs and expenses incurred by the Lenders, including all reasonable legal costs, for the purpose of collection of this Promissory Note, and including reasonable collection charges should collection be referred to a collection agency. These costs will be added to the outstanding principal and will become immediately due.

4. Modification

No modification or waiver of any of the terms of this Agreement s'



EXHIBIT B

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written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

5. **Binding Effect**

Except as otherwise provided in this Agreement, all of the covenants, conditions, and provisions of this Promissory Note shall be binding upon the parties hereto and their respective heirs, personal representatives executors, administrators, successors, and assigns.

6. **Breach of Promissory Note**

The parties acknowledge that no breach of any provision of the Promissory Note shall be deemed waived unless evidenced in writing. A waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of the Promissory Note.

7. **Amendment of Promissory Note**

This Promissory Note may be amended or modified only by way of written agreement duly executed by the Lender and Borrower of this Promissory Note.

8. **Governing Law**

This Promissory Note will be construed in accordance with and governed by the laws of the State of Washington.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

David R. Hambright

Signature: David R. Hambright

Mary L. Hambright

Signature: Mary L. Hambright

Jason Beck

Signature: Jason Beck

Kimberley Beck:

Signature: Kimberley Beck

Dated this 27th day of January, 2006.

