

COPY

PROMISSORY NOTE

\$457,100.00

June 14, 2006

Bremerton, Washington

FOR VALUE RECEIVED, Nor' West Properties, LLC, a Washington Limited Liability Company, hereinafter "Maker", promises to pay to James H. Robinson and Audrey M. Robinson, husband and wife and Robert A. Eveleigh, as his separate property, hereinafter "Holder", or order at 4904 Kitsap Way, Bremerton, WA 98312, or other such place as may be designated by the Holder from time to time, the principal sum of Four Hundred Fifty Seven Thousand One Hundred and 00/100 Dollars (\$457,100.00), with interest thereon from 6/20/06, on the unpaid principal at the rate of Seven and 00/100 percent (7.0000%) per annum as follows:

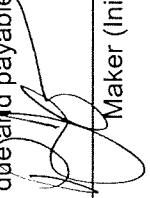
- 1. INSTALLMENT PAYMENTS: Maker shall pay, (check one)
 - a. NO INSTALLMENTS. No installment payments are required.
 - b. PRINCIPAL AND INTEREST INSTALLMENTS OF Three Thousand One Hundred Sixty Six and 42/100 dollars (\$3,166.42).
 - c. INTEREST ONLY PAYMENTS on the outstanding principal balance.

(THE FOLLOWING MUST BE COMPLETED IF "B" OR "C" IS CHECKED)

The installment payments shall begin on the 1st day of August, 2006, and shall continue on the 1st 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 1st day of July, 2011.
- 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 ___ days (15 days if not filled in) after its due date, then a late charge of \$___, or ___% 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 initiated 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.



 Maker (Initials)

 Holder (Initials)
- 9. ACCELERATION: If Maker fails to make any payment owned 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 Deed of Trust or other instruments securing repayment of this Note.
- 10. ATTORNEY'S 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.

COPY

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a. [] NO INSTALLMENTS. No installment payments are required.
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c. [] INTEREST ONLY PAYMENTS on the outstanding principal balance.

(THE FOLLOWING MUST BE COMPLETED IF "B" OR "C" IS CHECKED)

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- [X] calendar month [] sixth calendar month [] other:
[] third calendar month [] twelfth calendar month

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Initials Maker (Initials)


Initials Holder (Initials)

9. ACCELERATION: If Maker fails to make any payment owned 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 Deed of Trust or other instruments securing repayment of this Note.

10. ATTORNEY'S 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.

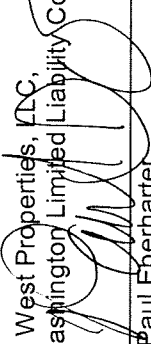
PROMISSORY NOTE

(Continued)

- 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)
- 18. **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.
- 19. **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)

Nor' West Properties, LLC,
a Washington Limited Liability Company

By: Paul Eberharter,
Its: Managing Member

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

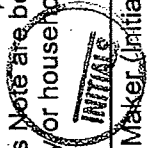


4904 Kitsap Way, Bremerton, WA 98312

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.

PROMISSORY NOTE

(Continued)

- 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.
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 _____ Maker (Initials)
 _____ Holder (Initials)

- 18. **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.**
- 19. **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)

Nor' West Properties, LLC,
a Washington Limited Liability Company
Eberharter Architects, Inc.

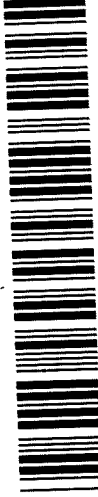
By: Paul Eberharter, its: _____
Managing Member

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

4904 Kitsap Way, Bremerton, WA 98312

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.



200606200166

Page: 1 of 5

06/28/2006 10:45A

\$37.00 Kitsap Co. WA

LAND TITLE CO

200606210084
Page: 1 of 6
06/21/2006 10:15A
\$38.00 Kitsap Co. WA

COPY

When recorded return to:

James H. Robinson and Audrey M. Robinson,
Husband and Wife and Robert A. Eveleigh, as his
separate property
4904 Kitsap Way
Bremerton, WA 98310

Referred to attached legal

**Short Form
DEED OF TRUST**

Escrow No.: E-207928CA

Title Order No.: E-207928

THIS DEED OF TRUST, made this June 14, 2006, between

Nor' West Properties, LLC, a Washington Limited Liability Company

GRANTOR(S), whose address is P.O. Box 430, Kingston, WA 98346, and Land Title Company of Kitsap County, as TRUSTEE, whose address is 9657 Levin Road NW, Silverdale, Wa 98383, and

James H. Robinson and Audrey M. Robinson, Husband and Wife and Robert A. Eveleigh, as his separate property

as BENEFICIARY, whose address is 4904 Kitsap Way, Bremerton, WA 98310

Grantor(s) hereby irrevocably grants, bargains, sells and conveys to Trustee in Trust, with power of sale, the following described property in Kitsap , Washington:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

Abbreviated Legal Description: (Required if full legal not inserted above)

Lots ~~6~~ & C, City of Bremerton SS# PL-99-0093/ AF# 3253531

Tax Parcel Number: 022401-1-070-2008 022401-1-071-2007

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor(s) incorporated by reference or contained herein and payment of the sum of Four Hundred Fifty Seven Thousand One Hundred and 00/100 Dollars (\$457,100.00) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor(s), all renewals, modifications or extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns together with interest thereon at such rate as shall be agreed upon.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor(s) hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, is the Official Records of the offices of the County Auditors of the following counties in Washington in the book and at the page designated after the name of each county, to-wit:

**Short Form
DEED OF TRUST**
(Continued)

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITORS FILE NO.
Adams	2 of Record Instr.	513-16	122987
Asotin	Microfilmed Under Auditors No.		101896
Benton	241 of Official Rec.	695 A-C	592931
Chelan	688 of Official Rec.	1682-1685	681844
Ciallam	315 of Official Rec.	195-198	383176
Clark	Aud. Microfilm No.	702859-702862	G-519253
Columbia	49 of Deeds	198-201	F-3115
Cowlitz	747 of Official Rec.	234-237	675475
Douglas	125 of Mtgs.	120-123	151893
Ferry	28 of Deeds	413-416	153150
Franklin	11 of Official Rec.	373-376	309636
Garfield	Microfilmed under Auditors No.	138-141	13044
Grant	44 of Rec. Doc		538241
Grays Harbor	21 of General	31-34	207544
Island	181 of Official Rec.	710-713	211628
Jefferson	4 of Official Rec.	316-319	196853
King	5690 of Mtgs.	436-439	6382309
Kitsap	929 of Official Rec.	480-483	934770
Kittitas	111 of Mtgs.	361-364	348693
Klickitat	101 of Mtgs.	107-110	131095
Lewis	7 of Official Rec.	839-842	725562
Lincoln	107 of Mortgages	776-779	316596
Mason	Reel 48	Frame 835-838	236038
Okanogan	121 of Mortgages	517-519A	560658
Pacific	213 of Official Rec.	649-652	55707
Pend Orielle	27 of Mtgs.	8-11	126854
Pierce	1254 of Mtgs.	707-710	2250799
San Juan	28 of Mtgs.	459-462	69282
Skagit	19 of Official Rec.	80-83	716277
Skamania	47 of Mtgs.	41-44	70197
Snohomish	233 of Official Rec.	540-543	2043549
Spokane	14 of Official Rec.	1048-1051	376267C
Stevens	109 of Mtgs.	394-397	390635
Thurston	454 of Official Rec.	731-734	785350
Wahkiakum	17 of Mtgs.	89-92	24732
Walla Walla	308 of Mtgs.	711-714	495721
Whatcom	82 of Official Rec.	855-858	1047522
Whitman	1 of Misc.	291-294	382282
Yakima	712 of Official Rec	147-150	2170555

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor(s) acknowledges receipt of such Master Form Deed of Trust.

The property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

The undersigned Grantor request that a copy of any Notice of Default any of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

Nor' West Properties, LLC,
a Washington Limited Liability Company

By: *Paul Eberharter*
Its: Managing Member



200606210084

Page: 2 of 5

06/20/2006 10:45A

DT \$37.00 Kitsap Co, WA

LAND TITLE CO

200606210084
Page: 2 of 5
06/21/2006 10:15A
Kitsap Co WA
LAND TITLE CO

**Short Form
DEED OF TRUST**
(Continued)

REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this Deed of Trust.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

Mail reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee before cancellation will be made.

200606210084 Page: 3 of 6
06/21/2006 10:15A
KITSAAP CO, WA



200606200166
Page: 3 of 5
06/20/2006 10:45A
KITSAAP CO, WA

LAND TITLE CO

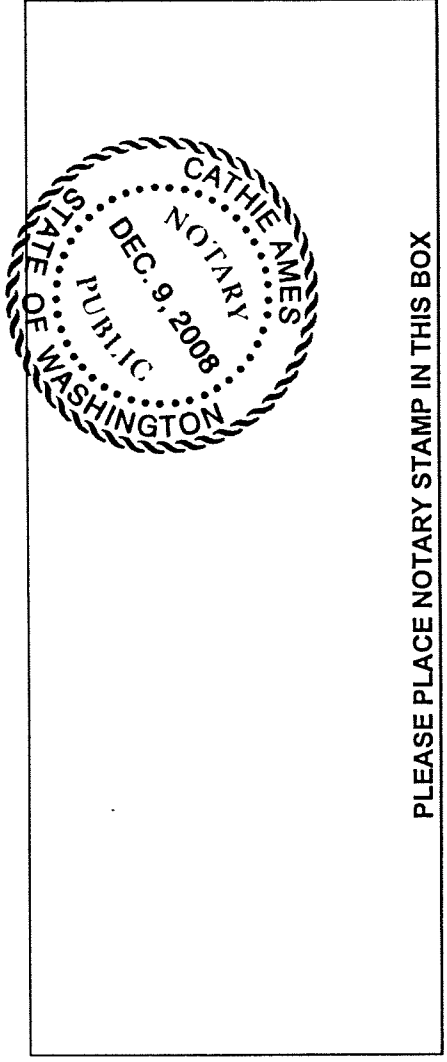
DT \$37.00

STATE OF WA
COUNTY OF Kitsap

I certify that I know or have satisfactory evidence that
Paul Eberhartner
is the person who appeared before me, and said person acknowledged that
He signed this instrument, on oath stated that Yes
was authorized to execute the instrument and acknowledged it
as Managing Member
of Nor'West Properties, LLC
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____
Notary Public: Cathie Ames
Printed Name: Cathie Ames
My commission expires 120908

A-7 -Representative Capacity



PLEASE PLACE NOTARY STAMP IN THIS BOX

200606210084
Page: 4 of 6
06/21/2006 10:15A
\$38.00
KITSAp Co, WA
LAND TITLE CO

200606200166
Page: 4 of 5
06/20/2006 10:45A
\$37.00
KITSAp Co, WA
LAND TITLE CO



DEED OF TRUST RIDER

This Deed of Trust Rider is attached and made a part of that Short Form Deed of Trust (Limited Practice

Board Form No. 20) dated _____, in which

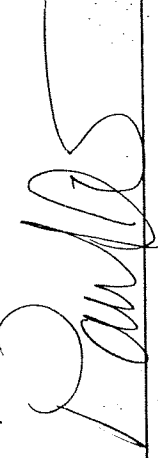
Grantor is _____

Trustee is _____

and Beneficiary is _____

The following modifications to the Master Form Deed of Trust are hereby incorporated:


- (1) New Subsection 1(e). The following new Subsection 1(e) is hereby added: "(e) All inventory, equipment, goods, supplies and materials now or hereafter owned by Grantor and located at or on or used in connection with the property, and all present and future accounts, general intangibles, chattel paper, documents, instruments, deposits accounts, money, contract rights, insurance policies, and all proceeds, products, substitutions and accessions therefor and thereto. This Deed of Trust is intended to constitute a security agreement under the Uniform Commercial Code of Washington, and a UCC-2 Fixture Filing."
- (2) Section 5. This Section is amended to provide that the amount of late charge shall be five cents (\$0.05) per dollar, but if any different amount is provided in the promissory note, the amount in the promissory note shall control.
- (3) Section 25. Subsection 25(c) is amended to read: "(c) the property is sold or transferred without the Holder's consent." The following new subsection 25(e) is also added: "or (e) in one or more transaction, fifty percent (50%) or more of the stock, ownership, or partnership interests in, or the right to control, the Grantor is sold or transferred without the Holder's consent."



200606210084
Page: 5 of 6
06/21/2006 10:15A
\$38.00
Kitsap Co, WA



LAND TITLE CO


200606200166
Page: 5 of 5
06/20/2006 10:45A
DT \$37.00 Kitsap Co, WA

LAND TITLE CO

COMMITMENT FOR TITLE INSURANCE

Office File No.: E-207928CA

EXHIBIT "A"

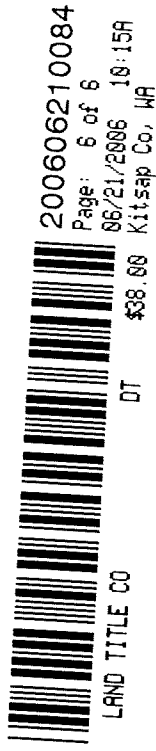
DESCRIPTION:

PARCEL I:

LOT(S) B & C OF CITY OF BREMERTON SHORT SUBDIVISION NO. PL-99-0093, RECORDED IN VOLUME 16, PAGE 21 OF SHORT PLATS, UNDER AUDITOR'S FILE NO. 3253531, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL II:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SHORT SUBDIVISION NO. PL-99-0093, RECORDED IN VOLUME 16, PAGE(S) 21 OF SHORT PLATS, UNDER AUDITOR'S FILE NOS. 3253531, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER O OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.



Commitment
Exhibit A-Legal Description

(E-207928.PFD/E-207928/24)