

FILED

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KING COUNTY
SUPERIOR COURT CLERK
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Hon. Jean Rietschel CASE NUMBER: 14-2-13149-6 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

JESSICA WUBBELS,

Plaintiff,

v.

WINDERMERE REAL ESTATE/BELLEVUE
COMMONS, INC, a Washington corporation;
KENNY PLEASANT, individually and his marital
community; SEAN STEWART AND
MARGARET STEWART, husband and wife,

Defendants.

No. 14-2-13149-6 SEA

**EXHIBIT A TO DEFENDANTS
SEAN STEWART AND MARGARET
STEWART'S ANSWER,
AFFIRMATIVE DEFENSES AND
COUNTERCLAIMS TO
PLAINTIFF'S COMPLAINT**

PLEASE SEE ATTACHED.

DATED this 22nd Day of July, 2014.

/S/

Jordan M. Hecker WSBA #14374
HECKER WAKEFIELD & FEILBERG, P.S.
Attorney For Defendants Stewart

PROMISSORY NOTE

\$16,000.00

Date: April 12, 2012

For value received, the undersigned Jessica Beth Wubbels (the "Borrower"), at 3321 Lafayette Ave South, Seattle, Washington 98144, promises to pay to the order of Sean Stewart, (the "Lender"), at 3315 217th PI NE, Sammamish, Washington 98074, (or at such other place as the Lender may designate in writing) the sum of \$16,000.00 with interest from April 13, 2012, on the unpaid principal at the rate of 6.0% per annum.

I. TERMS OF REPAYMENT

A. Payments

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 15.0% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$486.75, beginning on May 13, 2012, and continuing until April 13, 2015, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full. Payments can be set up on direct deposit to Bank of America Acct # 78687142, Sean Stewart. The first payment will be due on May 12, 2012.

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. Late Fee

The Borrower promises to pay a late charge of \$50.00 for each installment that remains unpaid more than 10 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

D. 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

EXHIBIT A

This Note is secured by real estate in a 5139 South Mead St., Seattle, WA. 98118. 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.

III. PREPAYMENT

The Borrower reserves the right to prepay this Note by making payment in full of the then remaining unpaid principal and accrued interest.

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 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 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 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.

VIII. GOVERNING LAW

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

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 11th day of APRIL, 2012, at SEATTLE

WA
Birth date: 03/08/1977
SS#: 475-13-6493

Borrower:
Jessica Beth Wubbels

By: Jessica Beth Wubbels
Jessica Beth Wubbels

CERTIFICATE OF SERVICE

I certify that on this day I caused to be served a copy of the pleading to which this Certificate is attached, as follows:

Kevin P. Sullivan
Mina Shahin
THE SULLIVAN LAW OFFICE
701 Fifth Avenue, Suite 4600
Seattle, WA 98104

- Via telecopier
- Via e-mail (per agreement)
- Via U.S. Mail
- Via ABC Legal Messengers
- Via Hand Delivery

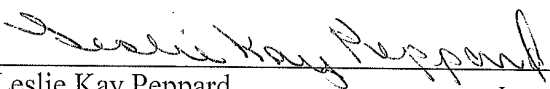
Lance C. Dahl
LAW OFFICES OF LANCE C. DAHL, PLLC
701 Fifth Avenue, Suite 4600
Seattle, WA 98104

- Via telecopier
- Via e-mail (per agreement)
- Via U.S. Mail
- Via ABC Legal Messengers
- Via Hand Delivery

Lars Neste
Jennifer Johnson
DEMCO LAW FIRM PS
5224 Wilson Avenue South, Suite 200
Seattle, WA 98118-2587

- Via telecopier
- Via e-mail (per agreement)
- Via U.S. Mail
- Via ABC Legal Messengers
- Via Hand Delivery

DATED this 23rd Day of July, 2014.



Leslie Kay Peppard

LAW OFFICE OF
HECKER WAKEFIELD & FEILBERG, P.S.
321 FIRST AVENUE WEST
SEATTLE, WA 98119
(206) 447-1900
FACSIMILE: (206) 447-9075