

FILED

CHELAN COUNTY SUPERIOR COURT
SIRI A WOODS
CHELAN COUNTY CLERK
WENATCHEE WA

09-2-00518-9

Time 11:56 AM
Acct. Date 05/01/2009
Receipt/Item # 2009-01-06903/01
Docket-Code 1100
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Paid By: BENNER, THOMAS
Transaction Amount: \$200.00

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FILED
MAY 0 1 2009

BY SIRI A. WOODS
CHELAN COUNTY CLERK

CASE TYPE 2 09-2 00518-9
CHELANCOUNTY SUPERIOR COURT
CASE INFORMATION COVER SHEET

Case Number _____ Case Title Zielke v. Bradley

Attorney Name Thomas Benner Bar Membership Number 9108

Please check one category that best describes this case for indexing purposes. Accurate case indexing not only saves time in docketing new cases, but helps in forecasting needed judicial resources. Cause of action definitions are listed on the back of this form. Thank you for your cooperation.

APPEAL/REVIEW

- Administrative Law Review (ALR 2)
- Appeal of a Department of Licensing Revocation (DOL 2)
- Civil, Non-Traffic (LCA 2)
- Civil, Traffic (LCI 2)

CONTRACT/COMMERCIAL

- Breach of Contract (COM 2)
- Commercial Contract (COM 2)
- Commercial Non-Contract (COL 2)
- Third Party Collection (COL 2)

MERETRICIOUS RELATIONSHIP

- Meretricious Relationship (MER 2)

PROTECTION ORDER

- Civil Harassment (HAR 2)
- Domestic Violence (DVP 2)
- Foreign Protection Order (FPO 2)
- Sexual Assault Protection (SXP 2)
- Vulnerable Adult Protection (VAP 2)

JUDGMENT

- Abstract Only (ABJ 2)
- Foreign Judgment (FJU 2)
- Judgment, Another County (ABJ 2)
- Judgment, Another State (FJU 2)
- Tax Warrant (TAX 2)
- Transcript of Judgment (TRJ 2)

OTHER COMPLAINT/PETITION

- Action to Compel/Confirm Private Binding Arbitration (MSC 2)
- Change of Name (CHN 2)
- Deposit of Surplus Funds (MSC 2)
- Emancipation of Minor (EOM 2)
- Injunction (INJ 2)
- Interpleader (MSC 2)
- Malicious Harassment (MHA 2)

- Minor Settlement (No guardianship) (MST 2)
- Petition for Civil Commitment (Sexual Predator)(PCC 2)
- Seizure of Property from Commission of Crime (SPC 2)
- Seizure of Property Resulting from a Crime (SPR 2)
- Subpoenas (MSC 2)

PROPERTY RIGHTS

- Condemnation (CON 2)
- Foreclosure (FOR 2)
- Land Use Petition (LUP 2)
- Property Fairness (PFA 2)
- Quiet Title (QTI 2)
- Unlawful Detainer (UND 2)

TORT, MEDICAL MALPRACTICE

- Hospital (MED 2)
- Medical Doctor (MED 2)
- Other Health Care Professional (MED 2)

TORT, MOTOR VEHICLE

- Death (TMV 2)
- Non-Death Injuries (TMV 2)
- Property Damage Only (TMV 2)
- Victims of Motor Vehicle Theft (VVT 2)

TORT, NON-MOTOR VEHICLE

- Asbestos (PIN 2)
- Other Malpractice (MAL 2)
- Personal Injury (PIN 2)
- Products Liability (TTO 2)
- Property Damage (PRP 2)
- Wrongful Death (WDE 2)

WRIT

- Habeas Corpus (VHC 2)
- Mandamus (WRM 2)
- Restitution (WRR 2)
- Review (WRV 2)
- Miscellaneous Writs (WMMW 2)

IF YOU CANNOT DETERMINE THE APPROPRIATE CATEGORY, PLEASE DESCRIBE THE CAUSE OF ACTION BELOW.

FILED

MAY 01 2009

**SPIA A. WOODS
CHELAN COUNTY CLERK**

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF CHELAN**

<p>KEITH ZIELKE,</p> <p>Plaintiff,</p> <p>v.</p> <p>KEN B. BRADLEY and ROSALYN K. BRADLEY, husband and wife,</p> <p>Defendants.</p>	<p>NO. 09-2 00518-9</p> <p>SUMMONS - (20 DAYS)</p>
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TO THE DEFENDANTS:

A lawsuit has been started against you in the above entitled court by Keith Zielke, Plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within 20 days after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where Plaintiff is entitled to what he asks for because you have not responded. If you serve a Notice of Appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

You may demand that the Plaintiff file this lawsuit with the Court. If you do so, the demand must be in writing and must be served upon the person signing this Summons.

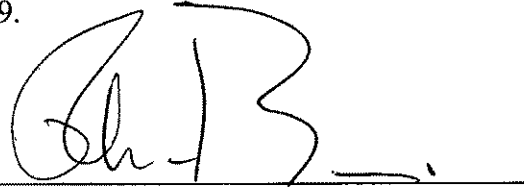
THOMAS BENNER, P.S.
Attorney at Law
201 S. Bridge Street/P.O. Box 550
Brewster, WA 98812 (509) 689-3471

1 Within 14 days after you serve the demand, the Plaintiff must file this lawsuit with
2 the Court, or the service on you of this Summons and Complaint will be void.

3 If you wish to seek the advice of an attorney in this matter, you should do so
4 promptly so that your written response, if any, may be served on time.

5 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
6 state of Washington.

7 DATED this 30th day of April, 2009.

8 

9 THOMAS BENNER, WSBA #9108
10 Attorney for Plaintiff
11 P.O. Box 550
12 Brewster, WA 98812
13 (509) 689-3471

FILED

MAY 01 2009

**SIRIA WOODS
CHELAN COUNTY CLERK**

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF CHELAN**

<p>KEITH ZIELKE,</p> <p>Plaintiff,</p> <p>v.</p> <p>KEN B. BRADLEY and ROSALYN K. BRADLEY, husband and wife,</p> <p>Defendants.</p>	<p>09-2 00518-9</p> <p>NO.</p> <p>COMPLAINT</p>
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COMES NOW, Plaintiff, and for cause of action against the above named Defendants, alleges as follows:

I. VENUE

Venue is based on the residence of the defendants, Ken B. Bradley and Rosalyn K. Bradley, in Chelan County, Washington.

II. FACTUAL BASIS

2.1 On or about May 25, 2005, the parties entered into an agreement for the sale and purchase of certain real property.

2.2 As consideration for the purchase of the real property, Defendants issued two Promissory Notes, annexed hereto and incorporated by this reference as Exhibits "A" and "B" in the principal sum of \$150,000.

2.3 Defendants made the payments falling due on the date of the execution of the Notes and in the following years 2006, 2007, and 2008.

THOMAS BENNER, P.S.
Attorney at Law
201 S. Bridge Street/P.O. Box 550
Brewster, WA 98812 (509) 689-3471

DEVELOPMENT REIMBURSEMENT PROMISSORY NOTE

Dated: 25 May 2005

Principal Amount: \$75,000.00

State of Washington

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of **Keith M. Zielke**. The sum of Seventy Five Thousand Dollars (\$75,000.00). Said sum shall be paid in the manner following:

Five Thousand Dollars (\$5,000.00) paid at the time of signing, then a Five Thousand-Dollar (\$5,000.00) payment per year for fourteen years.

Payment to be made during the Calendar Month of January, each year, until the sum of Seventy Five Thousand Dollars (\$75,000.00) is paid in full.

In the event that Keith M. Zielke dies prior to full payment, any remaining yearly payments will be made to *Margi Allen*. In the event that Keith M. Zielke and *Margi Allen* die prior to payoff, then this note will be considered Paid in Full.

All payments will be applied to the balance of the principal. This note may not be pre-paid, at any time, in whole or part within the first 7 years. After 7 years, expedited payments can occur ONLY if Keith M. Zielke & Guarantors agree.

This note shall at the option of the holder hereof be immediately due and payable upon the occurrence of any of the following:

1. Failure to make any yearly payment due hereunder within 30 days of its due date.
2. Breach of any condition of any agreement or guaranty granted as collateral security for this note.
3. Upon the death, of any of the undersigned guarantors hereto.
4. Upon the filing by any of the undersigned of an assignment for the benefit of creditors, Bankruptcy or for the relief under any provisions of the Bankruptcy Code; or by suffering an involuntary petition in bankruptcy or receivership not vacated within 30 days.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs for collection. Payments not made within 15 days of due date shall be subject to a late charge of \$100.00. All payments hereunder shall be made to:

Keith M. Zielke
514 Valley Road
Brewster, WA 98812

The undersigned guarantors, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder.

No modification of this note shall be allowed, nor can this note be transferred or sold.

The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Washington. The undersigned hereby execute this note as guarantors.

GUARANTY


We the undersigned jointly and severally guaranty the prompt and punctual payment of all monies due the aforesaid note and agree to remain bound until fully paid.


Ken B Bradley

25 May 2005
25 May, 2005


Rosalyn K. Bradley

25 May 2005
25 May, 2005


Sylvia Williams
Commissioner
07-09-07
EXHIBIT A

INFRASTRUCTURE & DEVELOPMENT REIMBURSEMENT PROMISSORY NOTE

Dated: 25 May 2005

Principal Amount: \$75,000.00

State of Washington

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of **Keith M. Zielke**. The sum of Seventy Five Thousand Dollars (\$75,000.00). Said sum shall be paid in the manner following:

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2. Breach of any condition of any agreement or guaranty granted as collateral security for this note.
3. Upon the death, of any of the undersigned guarantors hereto.
4. Upon the filing by any of the undersigned of an assignment for the benefit of creditors, Bankruptcy or for the relief under any provisions of the Bankruptcy Code, or by suffering an involuntary petition in bankruptcy or receivership not vacated within 30 days.

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Ken B Bradley

25 May 2005
25 May, 2005


Rosalyn K. Bradley

25 May 2005
25 May, 2005


EXHIBIT B