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BOOK 162 PAGE 82

FILED IN BOOK
SKAMANIA COUNTY WASH
BY *L Eugene Hanson*

JAN 23 2 52 PM '97

O Lowry
AUDITOR
GARY H. OLSON

RETURN ADDRESS
L. EUGENE HANSON
Attorney at Law
P. O. Box 417
White Salmon, WA 98672

COVER SHEET FOR
Addendum to Real Estate contract

Reference Numbers for the Real Estate Contract:

Skamania County Auditor's File No. 121510
Book 147, Pages 988 - 991
Excise Tax Receipt No. 17143

FISHER, John K. and
FISHER, Vivian L.
as Joint Trustees under the terms of
such Declaration of Trust,
Grantors

MEYERS, Matthew and
MEYERS, Carrie J.,
husband and wife,
Grantees

consisting of Two Pages

A tract of land in the SE1/4, Sec. 22, Twp 4 N., Rge 9 EWM, in County of
Skamania, State of Washington, described as Lot 1 of John Fisher No. 2 Short
Plat, recorded in Book 3 of Short Plats, Page 241.

Assessor's Property Tax Parcel Number 04-09-22-10-0-0200/00

18566

REAL ESTATE EXCISE TAX

JAN 23 1997
PAID *exempt*
SW

SKAMANIA COUNTY TREASURER

Gary H. Martin, Skamania County Assessor
Date 1-23-97 Parcel # 4-9-22-1-200
SW

AFTER RECORDING RETURN TO
L. EUGENE HANSON
Attorney at Law
P. O. Box 417
White Salmon, WA 98672

BOOK 162 PAGE 83

ADDENDUM TO REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this day by and between JOHN K. FISHER and VIVIAN L. FISHER, as Joint Trustees under the terms of such Declaration of Trust, hereinafter called Seller, and MATTHEW MEYERS and CARRIE J. MEYERS, husband and wife, hereinafter called Purchasers, agree as follows:

WHEREAS, Sellers entered into a Real Estate Contract dated the 19th day of January, 1995, between Seller and Purchasers, which was recorded January 23, 1995, in Volume 147, pages 988-991, under Skamania County Auditor's File No. 121510, excise tax receipt number 17143 for the following described real property situate in the County of Skamania, State of Washington, to-wit:

A tract of land in the Southeast Quarter of the Northeast Quarter of Section 22, Township 4 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the John Fisher No. 2 Short Plat, recorded in Book 3 of Short Plats, Page 241, Skamania County Records.

SUBJECT TO and TOGETHER WITH: Rights of the Public in and to that portion lying with the public road transferring the northeasterly portion of such realty; Rights of others thereto entitled in and to the continued uninterrupted flow of Gravel Creek, and rights of upper and lower riparian owners in and to the use of the waters and the natural flow thereof; Any adverse claims based upon the assertion that Gravel Creek has moved; Easement for ingress, egress and utilities, including the terms and provisions thereof, as recorded in Book 108, Page 6; Private Road Easement, including the terms and provisions thereof as recorded in Book 108, Page 7; Easement for Road, driveway and Utilities as shown on the recorded Short Plat; Private Road Agreement as recorded in Book 142, Page 938; A water line easement along Gravel Creek in the Northwest corner of the herein described property for the benefit of the Seller's property lying to the West; and an easement for ingress, egress and utilities twenty (20) feet in width over and across Serenity Lane; ALL Skamania County Deed Records.

NOW, THEREFORE, in consideration of the mutual promises hereby given from each party to the other and the mutual benefits to be derived hereunder, IT IS HEREBY AGREED AS FOLLOWS:

1. The parties hereto do herewith extinguish and eliminate the following: that certain Easement granted to Purchasers over and across the Southernmost portion of Seller's Property described as the NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T4N., R9 E, W.M.; EXCEPT THAT, henceforth, by boundary change, this parcel shall be a tract of 20 acres legally described as: NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T4N., R9 E, W.M., said tract containing 20 acres more or less, for the purpose

Gary H. Martin, Skamania County Auditor
Date 1-23-97 Parcel # 1-9-22-1-200

of non-vehicular, recreational access to the Little White Salmon River, the same to run with the property purchased herein; and further agree to extinguish an easement for the benefit of Sellers for ingress, egress and utilities twenty (20) feet in width over and across Serenity Lane; and from Serenity Lane West along the Southerly line of the herein described property.

2. In all other respects not herein expressly modified or amended, the terms of the said real estate contract dated January 19, 1995, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ~~1st~~ day of October, 1996.

Seller:

John K. Fisher, Trustee
JOHN K. FISHER, Trustee

Vivian L. Fisher, Trustee
VIVIAN L. FISHER, Trustee

Purchaser:

Matthew Meyers
MATTHEW MEYERS

Carrie J. Meyers
CARRIE J. MEYERS

STATE OF WASHINGTON)

County of Klickitat) SS

I certify that I know or have satisfactory evidence that JOHN K. FISHER and VIVIAN L. FISHER are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Trustees under the Declaration of Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 28, 1996
NOTARY PUBLIC
STATE OF WASHINGTON
BETTY LOU HUNSAKER
My Appointment Expires JAN 10, 1997

Betty Lou Hunsaker
Notary Public in and for
the State of Washington
My Commission Expires: 1-10-97

STATE OF WASHINGTON)

County of Klickitat) SS

I certify that I know or have satisfactory evidence that MATTHEW MEYERS and CARRIE J. MEYERS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: January 10, 1996
NOTARY PUBLIC
STATE OF WASHINGTON
NOTARY — PUBLIC
My Commission Expires Jan. 10, 2001

Betty Lou Hunsaker
Notary Public in and for
the State of Washington
My Commission Expires: 1-10-2001

FISHER TRUST - MEYERS
Addendum to Real Estate Contract
Page 2.

BOOK 761 PAGE 787

Loan #:01-973-857604-3

Loan Agreement beginning on the 1st day of March, 1997
and on that day of each of the following 5 calendar months. I will begin making payments of principal and
interest as provided in the Note on the 1st day of September, 1997

Notwithstanding the above, if construction of the improvements has been completed in accordance with the
provisions of the Construction Loan Agreement and the loan is fully disbursed prior to the due date of any interest
only payment to be made under the immediately preceding paragraph, I will instead begin making payments of
principal and interest as provided in the Note on the next Monthly Payment Date if requested to do so by the Lender.

C. SALE OR TRANSFER OF PROPERTY DURING CONSTRUCTION LOAN PERIOD.

Any provisions in the Note and Security Instrument which permit me to sell or otherwise transfer the property
without paying my loan off in full are inapplicable until construction of the improvements has been completed, the loan
has been fully disbursed, and I have commenced making principal and interest payments as provided above.

D. OCCUPANCY AS PRINCIPAL RESIDENCE.

Borrower's obligation pursuant to Section 6 of the Security Instrument to use the Property as Borrower's principal
residence shall commence 60 days after construction of the improvements have been completed.

IN WITNESS WHEREOF, Borrower has executed this Construction Term Rider as of the day and year first written
above.

X John D. Swearingen
JOHN D. SWEARINGEN