

148036

BOOK 239 PAGE 173

When Recorded return to:

Kenneth B. Woodrich
PO Box 510
Stevenson, WA 98648

REAL ESTATE EXCISE TAX

22874

MAR 21 2003

PAID Exempt

Vicki Chisholm
SKAMANIA COUNTY TREASURER

Gary H. Martin, Skamania County Assessor
Date 3/20/03 94 2-6-27-4-105 Parcel # _____

FILED
Kielpriski & Woodrich
Mar 20 11 14 AM '03
O. Lavy
J. HICK

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ADDENDUM TO REAL ESTATE CONTRACT

THIS ADDENDUM TO REAL ESTATE CONTRACT, made and entered into this 20th day of March, 2003, modifying and amending that certain Real Estate Contract between Edward Klima, a single person, hereinafter called the "Seller" and Mark Walker and Cheryl Walker, husband and wife, a marital community, hereinafter called the "Purchaser", dated February 4, 2000 and recorded as Book 196 and Page 517, and reception No. 137348, deed records of Skamania County, Washington (hereinafter "the Contract"), concerning the following described real estate, with the appurtenances, in Skamania County, State of Washington:

A tract of land in the North Half of the Southeast Quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 3 Landerholm Short Plat recorded in Book 3 of Short Plats, Page 95, Skamania County Records.

Tax Account No. 02-06-27-4-0-0105-00

AGREEMENT

1. Amendment of Contract Term.

Pursuant to Paragraph 31 of the Contract, the parties amend Paragraph 1(b) which reads as follows:

b. On or before March 1, 2003, Purchaser agrees to pay an additional lump sum payment of Forty Thousand and 00/100 Dollars (\$40,000). On or before March 1, 2008, the

ADDENDUM TO REAL ESTATE CONTRACT - Page 1

remaining balance of said purchase price, together with interest as specified herein, shall be paid in full. The amount of the final payment shall be the total of the principal and interest remaining unpaid plus any unpaid late charges, at the time of the final payment.

To the following:

b. On or before March 1, 2004, Purchaser agrees to pay an additional lump sum payment of Forty Thousand and 00/100 Dollars (\$40,000). Purchaser may prepay this sum at any time after October 1, 2003, but shall have no right to prepay this sum before that date. This sum shall bear interest at the rate of twelve percent (12%) per annum beginning March 1, 2003. Interest shall be paid monthly at the rate of Four Hundred Dollars (\$400) per month, with the first payment due and payable on April 1, 2003 and each successive payment due and payable on the 1st day of each month thereafter. Each interest payment shall be in addition to all other payments required by the Contract. On or before March 1, 2008, the remaining balance of said purchase price, together with interest as specified herein, shall be paid in full. The amount of the final payment shall be the total of the principal and interest remaining unpaid plus any unpaid late charges, at the time of the final payment.

2. Seller's Consent to Transfer to Revocable Trust

Purchasers wish to transfer their Vendee's interest in the Contract to Cheryl A. Walker, Trustee, or her Successor In Trust, of the Cheryl A. Walker Revocable Living Trust dated January 24, 2003, and any Amendments thereto, established for estate planning purposes only. Purchasers represent this trust is a Grantor Trust and is freely revocable and amendable by the Purchasers as Grantors. Based upon this representation, Seller consents to the transfer of Purchaser's Vendee's interest to the Trust, provided Purchasers continue to remain individually liable under the Contract.

Except as so amended, the Contract is hereby ratified in its entirety.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

SELLERS:

PURCHASERS:

Ed Klima
Ed Klima

Mark Walker
Mark Walker, Individually

Cheryl A. Walker
Cheryl Walker, Individually and as Trustee

STATE OF FLORIDA)

County of MARTIN)

ss

I certify that I know or have satisfactory evidence Ed Klima, who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 17th day of March, 2003.

Celeste M. Pattison

Notary Public in and for the State of FLORIDA

Residing at: 501 East Ocean Blvd. Suite 72

Commission expires



STATE OF WASHINGTON)

County of Skamania)

ss

I certify that I know or have satisfactory evidence that Mark Walker and Cheryl A. Walker, individually and as Trustee of the Cheryl A. Walker Revocable Living Trust dated January 24, 2003, 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 this 27th day of February, 2003.

Katy Jane Archer

Notary Public in and for the State of WASHINGTON

Residing at: WHITE SALMON

Commission expires 5/17/04

