

Doc # 2005159740  
Page 1 of 4  
Date: 12/02/2005 01:12P  
Filed by: CHRISTOPHER R LANZ  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$35.00

Filed for Record at Request of:

CHRISTOPHER R. LANZ  
Attorney at Law  
P.O. Box 848  
330 S.W. Vancouver Avenue  
Stevenson, WA 98648

Gary H. Martin, Skamania County Assessor

Date 12/2/05 Parcel # 3-7-25-3-106  
J.M. 3-7-25-3-120

## Addendum to Real Estate Contract

AUDITOR'S FILE NUMBER 2004152700 *onh*

The Real Estate Contract of November 18, 2003, between RUSSELL D. GAYNOR, a single person, hereinafter referred to as SELLER, and KODY A. PRICE and AMY L. PRICE, husband and wife, hereinafter referred to as PURCHASERS, and amended on July 1, 2004, is further amended as follows:

WHEREAS, the parties entered into the subject Real Estate Contract on November 18, 2003, wherein the SELLER agreed to sell to PURCHASER and PURCHASER agreed to purchase from SELLER the following described real estate in Skamania County, Washington:

A tract of land in the South Half of Section 25, Township 3 North, Range 7 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Lot 1 of the COTTONWOOD GROVE SHORT PLAT, as recorded on September 27, 1999 at Book 3, Page 356 of Short Plats, Auditor's File No. 136388, Records of Skamania County, Washington.

SUBJECT TO: PROTECTIVE COVENANTS, including the terms and provisions thereof recorded September 27, 1999 in Book 193, Page 595, Auditors File No. 136389; ROAD MAINTENANCE AGREEMENT, including the terms and provisions thereof recorded September 27, 1999 in Book 193, Page 598, Auditor's File No. 136390; and ENGINEER'S REPORT recorded September 27, 1999 in Book 193, Page 602, Auditor's File No. 136391; and CONTRACT, including the terms and provisions thereof, between HAMBLETON BROS. LUMBER CO. as seller, and RUSSELL GAYNOR, a single man as purchaser, dated July 26, 1989, recorded July 26, 1989 in Book 115, Page 83, Auditor's File

No. 107515, Skamania County Records. Excise Tax Receipt No. 12901; and EASEMENTS as shown on the recorded short plat.

Tax Lot No. 03 07 25 3 0 0106 00;

WHEREAS, under the same contract, within paragraph 8, the PURCHASERS were granted the right to subdivide the above-referenced parcel, and the PURCHASERS have exercised that right and made such a subdivision of the above-referenced parcel as reflected in the KODY PRICE SHORT PLAT, recorded under Skamania County Auditor File #2005159250, thereby creating two separated and distinct parcels, now described as below:

**Parcel Number 1:**

Lot 1 of the KODY PRICE SHORT PLAT, recorded under Skamania County Auditor File No. 2005159250

Tax Lot No. 03-07-25-3-0-0106-00

**Parcel Number 2:**

Lot 2 of the KODY PRICE SHORT PLAT, recorded under Skamania County Auditor File #2005159250

Tax Lot No. 03-07-25-3-0-0120-00

WHEREAS, through a Statutory Warranty Deed, dated November 18, 2005, the SELLER has conveyed to PURCHASERS any and all interest in Lot 1 of the KODY PRICE SHORT PLAT, recorded under Skamania County Auditor File No. 2005159250, Tax Lot No. 03-07-25-3-0-0106-00, for and in consideration of a partial release based upon payment of \$29,200.00 towards the outstanding balance of amount financed by SELLER, as referenced in Paragraph 3 of the subject Real Estate Contract on November 18, 2003, which, as of November 14, 2005, was \$59,022.46;

WHEREAS, SELLER, in and for the consideration of the same partial release based upon payment of \$29,200.00 towards the outstanding balance of amount financed by SELLER, as referenced in Paragraph 3 of the subject Real Estate Contract on November 18, 2003, which, as of November 14, 2005, was \$59,022.46, and PURCHASERS agree to modify the terms of the same contract as follows:

- a. Paragraph 3(b) shall now read:

**PAYMENT OF AMOUNT FINANCED BY SELLER:** PURCHASER agrees to pay the sum of TWENTY-NINE THOUSAND, EIGHT HUNDRED, and TWENTY-TWO and 46/100 Dollars (\$29,822.46) as follows:

THREE HUNDRED and 00/100 Dollars (\$300.00), or more at PURCHASER's option on or before the 30<sup>th</sup> day of November 2005, then by a monthly payment in the amount of THREE HUNDRED and 00/100 Dollars (\$300.00), or more at PURCHASER's option, by the last day of each month until paid in full and no later than October 31, 2011. The outstanding balance of the purchase price shall at all times bear interest at the rate of seven percent (7%) per annum from the 31<sup>st</sup> day of October 2003. From each such payment so made shall first be deducted interest due to date and the balance thereof shall be applied in reduction of principal.

- b. All other terms of the Real Estate Contract of November 18, 2003, and amended on July 1, 2004, but for the above-referenced changes in Paragraphs 3 and 8 of the same contract, shall remain the same.

DATED: 12/11/2005

SELLER:

Russell D. Gaynor  
RUSSELL D. GAYNOR

PURCHASER:

Kody A. Price  
KODY A. PRICE

Amy L. Price  
AMY L. PRICE

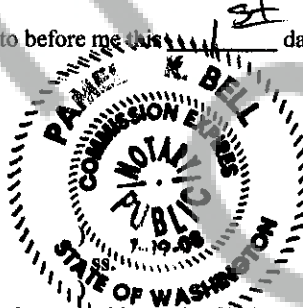
STATE OF WASHINGTON )

: ss.

County of Skamania )

I certify that I know or have satisfactory evidence that CHRISTOPHER R. LANZ signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 11<sup>th</sup> day of December, 2005.



Pamela K. Bell  
Notary Public for Washington

Residing at Carson

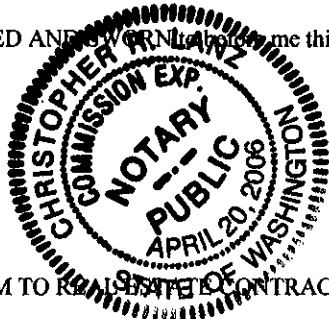
My commission expires 1-9-08

STATE OF WASHINGTON )

County of Skamania )

I certify that I know or have satisfactory evidence that KODY A. PRICE signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 11<sup>th</sup> day of December, 2005.



Christopher R. Lanz  
Notary Public for Washington

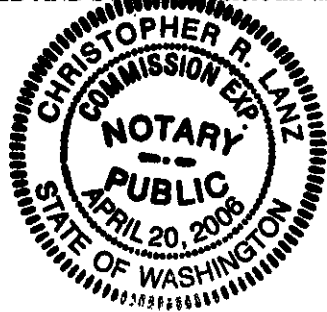
Residing at Revenson, WA

My commission expires 4/20/2006

STATE OF WASHINGTON )  
 : ss.  
County of Skamania )

I certify that I know or have satisfactory evidence that AMY L. PRICE signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 1st day of December, 2005.



Christopher R. Lanz  
Notary Public for Washington  
Residing at Bellevue, WA  
My commission expires 4/20/2008

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