

Doc # 2006162946  
Page 1 of 4  
Date: 09/11/2006 03:26P  
Filed by: TONY & CAROL HENDERSON  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$35.00

WHEN RECORDED RETURN TO:

**DOCUMENT TITLE(S)**

Loan contract

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_ of document.

~~GRANTEES(S):~~ Mirayia Chacon, Baker  
Grantees  
T.H.

☐ Additional names on page \_\_\_\_ of document.

~~GRANTORS(S):~~ Tony S. Henderson, Carol E. Henderson  
Grantors  
T.H.

☐ Additional names on page \_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lot 11 Plat of Willard, Parcel number 03-09-02-1-1-1100-00  
commonly known as 111 Oklahoma Rd Cook Wa 98605

☐ Complete legal on page \_\_\_\_ of document. Book - B Pg # 62 & 63

**TAX PARCEL NUMBER(S):**

03-09-02-1-1-1100-00

☐ Additional parcel numbers on page \_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT

## LOAN CONTRACT

IT IS AGREED between Mirayia Chacon-Baker (LEND") and Tony S. and Carol E. Henderson ("Borrower") That:

Lender agrees to lend and Borrower agrees to borrow the sum of \$1500.00 in lawful money of the United States on the following terms and conditions to wit;

That, all sums, herein borrowed, is to be paid back to Lender on or before 60 days from the date of execution of the contract with no exceptions.

That the Borrower is to rigorously seek refinancing of their home to pay back all sums herein borrowed.

That Borrower agrees to give the Lender a mortgage, herein stated, on the principal residence and real-estate belonging to the Borrowers, with the properly legal description as follows:

Lot 11 Plat of Willard, Parcel number 03-09-02-1-1-1100-00, commonly known as 111 Oklahoma Road, Cook, Washington 98605.

With any easements and appurtenant subservient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways.

REAL ESTATE TAXES and INSURANCE, Borrower shall pay taxes and at all times keep Hazard Insurance on the above named real-estates.

POSSESSION on EXCUCTION. Borrowers shall keep possession of the Real Estate on execution of the contact.

FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades,, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning, equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gate, landscaping and outbuildings shall be considered a part of Real Estate and are included herein except:

A. Rental items.

CARE OF PROPERTY. Borrower shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract.

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CONTRACT IN LU OF DEED. Upon payment of loan proceeds mentioned above, Borrowers shall file this contract in the county where the property is situated. Any general warranties of tile shall extend only to the date of this contract, with special warranties as to acts of Borrowers continuing up to time of delivery of the contract. The Lenders are well aware that there are other encumbrances placed upon the property and that they are in second position. That this contract constitutes a second mortgage upon said real-estate.

ACTION IN COURT. In any action or proceeding relating to this contract the successful party shall be entitle to receive reasonable attorney's fees and costs as permitted by law. The law of the State of Washington shall apply to this contract.

In lieu of this contract Mirayia Chacon- baker will receive 5% of our Civil Suit against GMC, which is pending in the US District Court in Tacoma Washington Case Number 3:05-CV-05781 RBL.

TIME IS OF THE ESSENCE. Time is of essence in this contract.

CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

I/WE UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PRTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALES; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PRTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Under penalties of perjury under the laws of the United State of America, the undersign agree to this contracts terms and conditions, so help us God.

Date this 11 day of September, 2006

Mirayia Chacon Baker  
Mirayia Chacon-Baker (Lender)

Toney S. Henderson  
Toney S. Henderson (Borrower)

Carol E. Henderson  
Carol E. Henderson

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Notary:

I certify that I know or have satisfactory evidence that Mirayia Chacon-Baker is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (he/she) free and voluntary act for the uses and purposes mentioned in the instrument.

Renee M. Holtmann

Notary

4-19-07

My commission Expires



Notary:

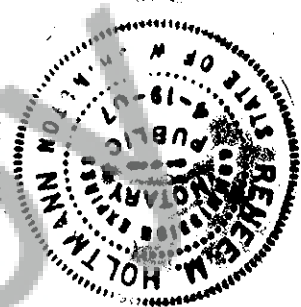
I certify that I know or have satisfactory evidence that Toney S. Henderson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (he/she) free and voluntary act for the uses and purposes mentioned in the instrument.

Renee M. Holtmann

Notary

4-19-07

My commission Expires



Notary:

I certify that I know or have satisfactory evidence that Carol E. Henderson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (he/she) free and voluntary act for the uses and purposes mentioned in the instrument.

Renee M. Holtmann

Notary

My commission Expires

4-19-07

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