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Charles and Celeste Fender  
Claimant  
Lee Lupfer and heirs vs.  
Name of person indebted to Claimant:

CLAIM OF LIEN

Notice is hereby given that the person named below claims a lien pursuant to chapter 64.04 RCW. In support of this lien the following information is submitted:

- NAME OF LIEN CLAIMANT: Charles and Celeste Fender  
TELEPHONE NUMBER: 360 263-1626  
ADDRESS: 38109 NE 85th Ave, La Center wa 98629
- DATE ON WHICH THE CLAIMANT BEGAN TO PERFORM LABOR, PROVIDE PROFESSIONAL SERVICES, SUPPLY MATERIAL OR EQUIPMENT OR THE DATE ON WHICH EMPLOYEE BENEFIT CONTRIBUTIONS BECAME DUE: see attached A
- NAME OF PERSON INDEBTED TO THE CLAIMANT: Lee Lupfer Estate and heirs
- DESCRIPTION OF THE PROPERTY AGAINST WHICH A LIEN IS CLAIMED (street address, legal description, or other information that will reasonably describe the property): 902 Alder Road, Washya / Washington Tax ID # 020530001507000
- NAME OF THE OWNER OR REPUTED OWNER (if not known state "unknown"): Lee Lupfer Estate and heirs
- THE LAST DATE ON WHICH LABOR WAS PERFORMED PROFESSIONAL SERVICES WERE FURNISHED; CONTRIBUTIONS TO AN EMPLOYEE BENEFIT PLAN WERE DUE; OR MATERIAL, OR EQUIPMENT WAS FURNISHED: on, or about, July 15 2006
- PRINCIPAL AMOUNT FOR WHICH THE LIEN IS CLAIMED IS: \$1157.00
- IF THE CLAIMANT IS THE ASSIGNEE OF THIS CLAIM SO STATE HERE:

Charles Fender / Celeste Fender  
Claimant  
Charles Fender and Celeste Fender  
Print or Type Name  
38109 NE 85th Ave  
Address  
La Center, wa. 98629  
360 263-1626  
Telephone Number

012601  
STATE OF WASHINGTON, COUNTY OF

Multnomah

ss. }

Charles Fender & Celeste Fender being sworn, says: I am the claimant (or attorney of the claimant, or administrator, representative, or agent of the trustees of an employee benefit plan) above named; I have read or heard the foregoing claim, read and know the contents thereof, and believe the same to be true and correct and that the claim of lien is not frivolous and is made with reasonable cause, and is not clearly excessive under penalty of perjury.

Subscribed and sworn to before me this 19<sup>th</sup> day of October, 2006



Debra M. Hodges  
Notary Public in and for the State of Oregon

My appointment expires: June 5, 2006

NOTE: THE CLAIM OF LIEN MUST BE FILED FOR RECORDING IN THE COUNTY WHERE THE REAL PROPERTY IS LOCATED NO LATER THAN NINETY (90) DAYS AFTER THE CLAIMANT HAS CEASED TO FURNISH LABOR, PROFESSIONAL SERVICES, MATERIALS OR EQUIPMENT OR THE LAST DATE ON WHICH EMPLOYEE BENEFIT CONTRIBUTIONS WERE DUE, IN ADDITION TO ANY NOTICE REQUIREMENTS THAT MAY BE PROVIDED BY LAW.

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## Attachment A

During the month of May, 2006, negotiations started between the heirs of Lee Lupfer (deceased owner of listed property) and Charles and Celeste Fender (Claimants) to purchase property at 902 Alder Road Washougal, Washington. A mutual agreement was entered for a purchase price of \$237,500.00 between all parties involved. All parties signed a purchase contract for this price, the last signature to the contract was dated 5/30/06 and on this date the contract went into affect. A section of the contract (attached) stipulated that the buyers (Claimants) were allowed to conduct a "feasibility" study to ensure that the property allowed for them to build a house. This study included the assurance of water and septic feasibility.

The Claimants then hired a septic company to dig 'perc' test holes, applied for a septic permit with Skamania County, and conducted field mowing to accomplish this work. The Claimants paid out a total of \$1157.00 in this process.

On 6/19/06 the Claimants signed title purchase papers with Stewart Title Company and deposited a check for closing costs and the down payment for the purchase. One signature for the sellers was on the title contract, but Claimants were told by the title company that things were put on hold by the sellers. On 6/21/06, Claimants had a phone conversation with one of the sellers (Theresa Martinez), who told the Claimants that the sale was put on hold because some of her siblings now wanted more money from the Claimants to purchase the property. On or about 6/22/06 Claimants had a phone conversation with another sibling seller (Shelly and Jerry Thomas) who told Claimants that they now felt the property was worth more money and if the Claimants wanted to buy it the purchase price was now \$500,000.00. Claimants told the Thomas' that they had a signed purchase contract with all the parties involved for the price of \$237,500.00.

On, or about, 7/14/06 Claimants had another phone conversation with Thomas, who told Claimants that the sellers wanted to break the contract, but that the sellers were going to reimburse Claimants for the amount of money Claimants had into the property, \$1157.00. Between this date and 9/05/06, Claimants had several other phone conversations with Thomas who continued to reiterate that the sellers were going to reimburse Claimants for the \$1157.00, they just needed more time. Claimants and Thomas agreed that a deadline for this reimbursement would be no later than 10/01/06. Claimants also told Thomas that if they were not reimbursed by this date, they would apply for a lien against the property. Thomas told Claimants he agreed and understood.

On 9/05/06, Claimants had another phone conversation with Thomas, who told Claimants that the sellers would not be able to pay Claimants, as agreed, until after the sale of the property. The sellers, despite their contract to sell the property to Claimants, had now placed the property up for sale through a real estate agent. Claimants advised Thomas that this was not what was agreed to, nor was it acceptable by them, and that Claimants were going to go through with the lien process.

## Land and Dwelling Purchase Contract

Date: May 10, 2006

Buyers: Charles and Celeste Fender

Sellers: Listed Below

Property: Tax Parcel Number: 020530001507000, Skamania County, Washington, 10 acres +/-.

Street Address: 902 Alder Road, to include all permanent structures.

Legal Description: The North 328.99 Feet (measured along the West line of the Southwest quarter of section 30) of the West half of the Southwest quarter of section 30. Township 2 North, Range 5 East of the Willamette Meridan, Skamania County, State of Washington.

Purchase price: \$237,500

Closing Date: 30 days after the final signature to this contract and completed feasibility study

Possession date: On closing

1. The sellers agree to 5% down, of the purchase price, and monthly payments to the sellers to be distributed by an agreed upon title company at a rate of 6%, amortized over 30 years, with a balloon payment within 6 months, or when the buyers sell their current residence, which ever is sooner.
2. **Feasibility:** This offer is contingent upon a satisfactory feasibility study by the buyer to build a residence to include locating an acceptable water source for a residence. The buyers have 30 days, after the final signing of this contract, to complete a feasibility study. If the feasibility study is not approved in writing, this entire contract is cancelled. Buyer, and it's representatives or contractors, shall be granted full access to the property for the purpose of conducting the feasibility study.

**Buyers:**

Charles A. Fender 5/13/06  
Charles A. Fender

Celeste R. Fender 5/30/06  
Celeste R. Fender

**Sellers:**

Theresa Martinez 05/19/06  
Theresa Martinez

Lee Lupfer  
Lee Lupfer

Julie McIntosh 05/21/06  
Julie McIntosh

Shelly Lupfer Thomas  
Shelly Lupfer Thomas

Troy Lupfer 5-16-06  
Troy Lupfer

Lorne Lupfer 5-21-06  
Lorne Lupfer

George Lupfer  
George Lupfer

Jill Yarwood 05/21/06  
Jill Yarwood

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**RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT**