

After Recording Return to:

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Title of Document: First Amendment to Real Estate Contract  
Grantor: Ramona A. Bennett Living Trust of March 17, 2006, Ramona A. Bennett, Trustee  
Grantee: John E. Ensley and Sharon Ensley, husband and wife  
Legal Description: NW 1/4 Sec 31 T2N R5E  
Reference Numbers: 146143  
Assessor Parcel Number: 02-05-31-2-0-0701-000 and 02-05-31-2-0-0700-00

### **FIRST AMENDMENT TO REAL ESTATE CONTRACT**

First Amendment to Real Estate Contract made this 3/ day of March, 2008; by and between the RAMONA A. BENNETT LIVING TRUST OF MARCH 17, 2006, RAMONA A. BENNETT, TRUSTEE, as the "Seller" and JOHN E. ENSLEY and SHARON ENSLEY, husband and wife as the "Buyer".

#### **RECITALS**

A. On October 1, 2002, Ramona A. Bennett, a single person, executed a Real Estate Contract ("Contract") with the Buyers, recorded under Auditor's File No. 146143, records of Skamania County, Washington (Recorded October 8, 2002, Excise No. 22530) calling for the sale of real property legally described as follows:

A tract of land in the Northwest quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

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Lots 1 and 2 of the Baars Short Plat, recorded in Book 3 of Short Plats, Page 396, Skamania County Records.

Together with a mobile home, VIN WH11283, Size 16/52, Make VINTR, Yr. 1992, Title Number 9233705004.

B. On February 16, 2006, Ramona A. Bennett executed a Partial Warranty Fulfillment Deed conveying a portion of the subject property (Lot 1 of Baars Short Plat) to the Buyer. The deed was recorded on February 17, 2006, under Auditor's File No. 2006160606, records of Skamania County.

C. On May 2, 2006, Ramona A. Bennett assigned her Seller's interest in the Contract to the Ramona A. Bennett Living Trust of March 17, 2006, Ramona A. Bennett Trustee, and this Seller's Assignment of Real Estate Contract and Deed was recorded under Auditor's File No. 2006161416, records of Skamania County, Washington.

D. Under the terms of the Contract the balance of the purchase price is now due and owing. Seller is willing to extend the due date until the end of 2008 upon certain terms and conditions as outlined herein.

Therefore, based upon good and valuable consideration and the terms and provisions as contained herein, the parties hereby agree to amend, modify and supplement the Contract as follows:

1. Extension of Due Date. Section 4.(c) is hereby amended such that the entire balance of principal and interest is due in full on or before December 31, 2008, with the same monthly payment schedule.

2. Interest Rate. Section 4.(c) is hereby amended in that the interest rate on the declining principal balance shall be increased from six percent (6%) to eight percent (8%) per annum effective March 15, 2008.

3. Default Rate of Interest. There shall be a new section added to the Contract which shall read in its entirety as follows:

Default Rate of Interest. If any installment or final payment under this Contract remains past due for thirty (30) calendar days or more, the outstanding principal balance of the Contract shall bear the interest during the period in which the Buyer is in default at the rate of twelve percent (12%) per annum, or, if such increased rate of interest may not be collected from the Buyer under applicable law, then at the maximum increased rate of interest, if any,

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which may be collected from the Buyer under applicable law.

4. Attorney's Fees. Buyer shall reimburse the Seller for the attorney's fees incurred by the Seller in preparing this document.

5. Balance of Contract. The parties acknowledge that the balance owed on the Contract as of February 15, 2008, was Ninety Five Thousand Seven Hundred Seventy Nine Dollars and 09/100 (\$95,779.09).

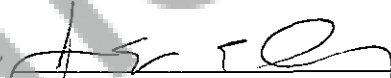
6. Fees of Collection. Any and all fees for the cost of maintaining the collection account at Riverview Bank shall be paid for by the Buyer.


7. Except as specifically amended, modified or supplemented, all terms, provisions and conditions of the Contract shall remain in full force and effect.

SELLER:

BUYER:

  
RAMONA A. BENNETT, Trustee

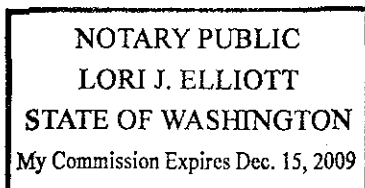
  
JOHN E. ENSLEY

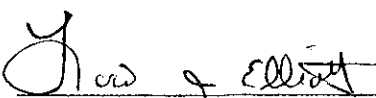
  
SHARON ENSLEY

STATE OF WASHINGTON )  
 )  
County of Clark )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared RAMONA A. BENNETT, Trustee of the Ramona A. Bennett Living Trust of March 17, 2006, the trust that executed the foregoing instrument, and acknowledged said instrument be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of March, 2008.





NOTARY PUBLIC in and for the State of Washington, residing at Vancouver.

My Commission Expires: Dec 15 2009

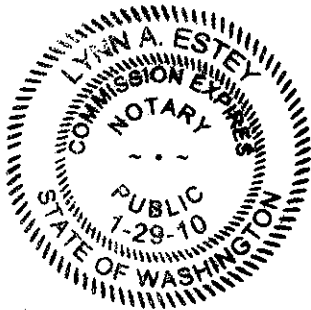
STATE OF WASHINGTON )

County of Clark )

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On this day personally appeared before me appeared JOHN E. ENSLEY and SHARON ENSLEY, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of March, 2008.



Lynn A. Estey  
NOTARY PUBLIC in and for the State  
of Washington, residing at Vancouver  
My Commission Expires: 1-29-10

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