

WHEN RECORDED RETURN TO:

WOODRICH & ARCHER LLP
PO Box 510
Stevenson WA 98648

REAL ESTATE EXCISE TAX

28257

OCT - 7 2009

PAID exempt
Vicki Chelland, Deputy
SKAMANIA COUNTY TREASURER

ADDENDUM TO REAL ESTATE CONTRACT

Seller(s): McGuire Enterprises LLC, A Washington Limited Liability Corporation

Purchaser(s): Grace Westlund, A married woman dealing in her separate property

Abbreviated Legal: Lots 1 2, 3 and 4 of the McGuire Short Plat, according to the plat thereof, recorded in Book 3 of Short Plats, Page 335, in the County of Skamania, State of Washington

Assessor's Tax Parcel No's: 03-08-29-0-0-0502-00, 03-08-29-0-0-0503-00, 03-08-29-0-0-0504-00 & 03-08-29-0-0-0505-00

Skamania County Assessor
Date 10-7-09 Parcel# 5411

WHEREAS, Purchaser and Seller previously executed a Real Estate Contract recorded on September 28, 2004, Skamania County Records, Auditor's File Number 2004154607.

WHEREAS, the Purchaser and Seller have mutually agreed to amend Section 1.3 of the Real Estate Contract recorded on September 28, 2004, Skamania County Records, Auditor's File Number 2004154607.

WHEREAS, the Real Estate Contract recorded on September 28, 2004, Skamania County Records, Auditor's File Number 2004154607 shall remain the same in all other respects and this modification, which may be executed in counterparts, shall only modify Section 1.3 of the Real Estate Contract recorded on September 28, 2004, Skamania County Records, Auditor's File Number 2004154607.

NOW THEREFORE in consideration of the forgoing the Seller and Purchaser agree as follows:

Section 1.3 which previously provided as follows:

Purchaser agrees to pay the remaining principal balance of this Agreement, being the sum of Ninety Thousand and 00/100 Dollars (\$90,000.00) in monthly installments of One Hundred and 00/100 Dollars (\$100.00), or more at Purchaser's option, commencing on October 1, 2004, and continuing on the same day of each succeeding month until the entire unpaid principal balance and interest thereon have been paid in full. **The entire remaining balance of both principal and accrued interest shall be paid on or before October 1, 2009.** 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. The unpaid principal balance shall bear interest from the date of closing at the rate of seven point zero percent (7.0%) per annum. **The parties acknowledge and understand that the periodic payments do not cover the accruing interest (i.e. a negative amortization), so the balance owed on this Contract will exceed the original principal balance stated above.** Any payments that are made in excess of the monthly installment shall be applied towards late penalties and accrued interest, if any, then to principal.

Shall be amended to provide as follows:

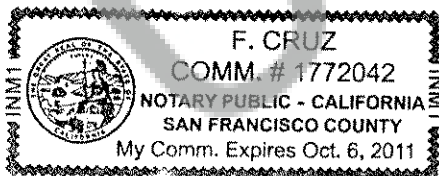
Purchaser agrees to pay the remaining principal balance of this October 1, 2009, being the sum of One Hundred Fifteen Thousand Six Hundred Seventy and 00/100 Dollars (\$115,670.00), in monthly installments of Seven Hundred and 00/100 Dollars (\$700.00), or more at Purchaser's option, commencing on October 1, 2009, and continuing on the same day of each succeeding month until October 1, 2010 at which point Purchaser agrees to pay the remaining principal balance of this Agreement, being the sum of One Hundred Fourteen Thousand Four Hundred and Twenty Four and 64/100 Dollars (\$114,424.64) in monthly installments of One Thousand and 00/100 Dollars (\$1000.00), or more at Purchaser's option, and continuing on the same day of each succeeding month until the entire unpaid principal balance and interest thereon have been paid in full. The entire remaining balance of both principal and accrued interest shall be paid on or before October 1, 2012. 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. The unpaid principal balance shall bear interest from the date of closing at the rate of seven

point zero percent (7.0%) per annum. The parties acknowledge and understand that the periodic payments referenced herein are amortized in the schedule attached hereto as Exhibit "A" and that said Amortization Schedule contained in Exhibit "A" shall replace the prior Amortization Schedule attached hereto as Exhibit "B". Any payments that are made in excess of the monthly installment shall be applied towards late penalties and accrued interest, if any, then to principal.

Clifford F. McGuire
 CLIFFORD F. McGUIRE, PRESIDENT of
 McGUIRE ENTERPRISES LLC, SELLER

STATE OF CALIFORNIA)
) SS.
 County of Marin)

I, the undersigned, a notary public in and for the State of California hereby certify that on this 01 day of September, 2009, personally appeared before me **CLIFFORD F. McGUIRE**, to me know to be the individual described in and who executed the foregoing instrument, and acknowledged that ~~they~~^{he} had the authority to sign and seal the same, as ~~their~~^{his} free and voluntary act and deed for the purposes therein mentioned. Given under my hand and official seal the day and year last above written.



[Signature]
 NOTARY PUBLIC,
 in and for the State of California
 My commission expires Oct. 06, 2011

Grace Westlund
GRACE WESTLUND, A Married Woman dealing
In her Separate Estate, PURCHASER

STATE OF CALIFORNIA)
) SS.
County of Santa Clara)

I, the undersigned, a notary public in and for the State of Washington hereby certify that on this _____ day of September, 2009, personally appeared before me **GRACE WESTLUND**, to me know to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the purposes therein mentioned. Given under my hand and official seal the day and year last above written.

NOTARY PUBLIC,
in and for the State of California
My commission expires _____

*See attachment
for Notary sig
9/23/09*

EXHIBIT "A"

Date	Payment	7.00% Interest	Principal	Balance
9/1/2009				\$ 115,670.00
10/1/2009	\$ 700.00	\$ 674.74	\$ 25.26	\$ 115,644.74
11/1/2009	\$ 700.00	\$ 674.59	\$ 25.41	\$ 115,619.34
12/1/2009	\$ 700.00	\$ 674.45	\$ 25.55	\$ 115,593.78
1/1/2010	\$ 700.00	\$ 674.30	\$ 25.70	\$ 115,568.08
2/1/2010	\$ 700.00	\$ 674.15	\$ 25.85	\$ 115,542.23
3/1/2010	\$ 700.00	\$ 674.00	\$ 26.00	\$ 115,516.22
4/1/2010	\$ 700.00	\$ 673.84	\$ 26.16	\$ 115,490.07
5/1/2010	\$ 700.00	\$ 673.69	\$ 26.31	\$ 115,463.76
6/1/2010	\$ 700.00	\$ 673.54	\$ 26.46	\$ 115,437.30
7/1/2010	\$ 700.00	\$ 673.38	\$ 26.62	\$ 115,410.68
8/1/2010	\$ 1,000.00	\$ 673.23	\$ 326.77	\$ 115,083.91
9/1/2010	\$ 1,000.00	\$ 671.32	\$ 328.68	\$ 114,755.23
10/1/2010	\$ 1,000.00	\$ 669.41	\$ 330.59	\$ 114,424.64
11/1/2010	\$ 1,000.00	\$ 667.48	\$ 332.52	\$ 114,092.12
12/1/2010	\$ 1,000.00	\$ 665.54	\$ 334.46	\$ 113,757.65
1/1/2011	\$ 1,000.00	\$ 663.59	\$ 336.41	\$ 113,421.24
2/1/2011	\$ 1,000.00	\$ 661.62	\$ 338.38	\$ 113,082.86
3/1/2011	\$ 1,000.00	\$ 659.65	\$ 340.35	\$ 112,742.51
4/1/2011	\$ 1,000.00	\$ 657.66	\$ 342.34	\$ 112,400.18
5/1/2011	\$ 1,000.00	\$ 655.67	\$ 344.33	\$ 112,055.85
6/1/2011	\$ 1,000.00	\$ 653.66	\$ 346.34	\$ 111,709.51
7/1/2011	\$ 1,000.00	\$ 651.64	\$ 348.36	\$ 111,361.14
8/1/2011	\$ 1,000.00	\$ 649.61	\$ 350.39	\$ 111,010.75
9/1/2011	\$ 1,000.00	\$ 647.56	\$ 352.44	\$ 110,658.31
10/1/2011	\$ 1,000.00	\$ 645.51	\$ 354.49	\$ 110,303.82
11/1/2011	\$ 1,000.00	\$ 643.44	\$ 356.56	\$ 109,947.26
12/1/2011	\$ 1,000.00	\$ 641.36	\$ 358.64	\$ 109,588.62
1/1/2012	\$ 1,000.00	\$ 639.27	\$ 360.73	\$ 109,227.89
2/1/2012	\$ 1,000.00	\$ 637.16	\$ 362.84	\$ 108,865.05
3/1/2012	\$ 1,000.00	\$ 635.05	\$ 364.95	\$ 108,500.09
4/1/2012	\$ 1,000.00	\$ 632.92	\$ 367.08	\$ 108,133.01
5/1/2012	\$ 1,000.00	\$ 630.78	\$ 369.22	\$ 107,763.79
6/1/2012	\$ 1,000.00	\$ 628.62	\$ 371.38	\$ 107,392.41
7/1/2012	\$ 1,000.00	\$ 626.46	\$ 373.54	\$ 107,018.87
8/1/2012	\$ 1,000.00	\$ 624.28	\$ 375.72	\$ 106,643.14
9/1/2012	\$ 1,000.00	\$ 622.08	\$ 377.92	\$ 106,265.23
10/1/2012	\$ 1,000.00	\$ 619.88	\$ 380.12	\$ 105,885.11

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Clifford McGuire
Note receivable - Grace M. Westlund
Principle Amount 90,000.00
Loan Fee \$0.00
Present Value \$90,000.00
Interest Rate 7.00%
Term 60
Payment \$100.00
First Month of Year (#) 1.00

EXHIBIT "B"

Pay #	Date	Days	Interest Rate	Payment	Interest	Principal	Balance	Interest Computation			Taken	Ending Balance
								Beginning Balance	Interest for Period	Total Available		
1	1 2004	31	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	1 2004	29	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	1 2004	31	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	1 2004	30	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	1 2004	31	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	1 2004	30	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	1 2004	31	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	1 2004	31	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	1 2004	27	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	1 2004	34	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	1 2004	30	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	1 2004	30	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Year 1				200.00	200.00	0.00	0.00	904.66	535.07	1,439.73	100.00	1,339.73
1	1 2005	31	7.00%	100.00	100.00	0.00	90,000.00	1,339.73	535.07	1,874.80	100.00	1,774.80
2	1 2005	31	7.00%	100.00	100.00	0.00	90,000.00	1,774.80	483.29	2,258.09	100.00	2,158.09
3	1 2005	28	7.00%	100.00	100.00	0.00	90,000.00	2,158.09	535.07	2,693.16	100.00	2,593.16
4	1 2005	31	7.00%	100.00	100.00	0.00	90,000.00	2,593.16	517.81	3,110.97	100.00	3,010.97
5	1 2005	30	7.00%	100.00	100.00	0.00	90,000.00	3,010.97	535.07	3,546.04	100.00	3,446.04
6	1 2005	31	7.00%	100.00	100.00	0.00	90,000.00	3,446.04	517.81	3,963.85	100.00	3,863.85
7	1 2005	30	7.00%	100.00	100.00	0.00	90,000.00	3,863.85	535.07	4,398.92	100.00	4,298.92
8	1 2005	31	7.00%	100.00	100.00	0.00	90,000.00	4,298.92	535.07	4,833.99	100.00	4,733.99
9	1 2005	31	7.00%	100.00	100.00	0.00	90,000.00	4,733.99	517.81	5,251.80	100.00	5,151.80
10	1 2005	30	7.00%	100.00	100.00	0.00	90,000.00	5,151.80	535.07	5,686.87	100.00	5,586.87
11	1 2005	31	7.00%	100.00	100.00	0.00	90,000.00	5,586.87	517.81	6,104.68	100.00	6,004.68
12	1 2005	30	7.00%	100.00	100.00	0.00	90,000.00	6,004.68				
Total Year 2				1,200.00	1,200.00	0.00						

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Clifford McGuire
Note receivable - Grace M. Westlund

Principle Amount 90,000.00
Loan Fee \$0.00
Present Value \$90,000.00
Interest Rate 7.00%
Term 60
Payment \$100.00
First Month of Year (#) 1.00

Date of Loan

10 1 2004

Pay. #	Date	Days	Interest Rate	Payment	Interest	Principal	Balance	Beginning Balance	Interest for Period	Total Available	Taken	Ending Balance
10	1 2004											
15	1 2006	31	7.00%	100.00	100.00	0.00	90,000.00	6,004.68	535.07	6,539.75	100.00	6,439.75
16	2 2006	31	7.00%	100.00	100.00	0.00	90,000.00	6,439.75	535.07	6,974.82	100.00	6,874.82
17	3 2006	28	7.00%	100.00	100.00	0.00	90,000.00	6,874.82	483.29	7,358.11	100.00	7,258.11
18	4 2006	31	7.00%	100.00	100.00	0.00	90,000.00	7,258.11	535.07	7,793.18	100.00	7,693.18
19	5 2006	30	7.00%	100.00	100.00	0.00	90,000.00	7,693.18	517.81	8,210.99	100.00	8,110.99
20	6 2006	31	7.00%	100.00	100.00	0.00	90,000.00	8,110.99	535.07	8,646.06	100.00	8,546.06
21	7 2006	30	7.00%	100.00	100.00	0.00	90,000.00	8,546.06	517.81	9,063.87	100.00	8,963.87
22	8 2006	31	7.00%	100.00	100.00	0.00	90,000.00	8,963.87	535.07	9,498.94	100.00	9,398.94
23	9 2006	31	7.00%	100.00	100.00	0.00	90,000.00	9,398.94	535.07	9,934.01	100.00	9,834.01
24	10 2006	30	7.00%	100.00	100.00	0.00	90,000.00	9,834.01	517.81	10,351.82	100.00	10,251.82
25	11 2006	31	7.00%	100.00	100.00	0.00	90,000.00	10,251.82	535.07	10,786.89	100.00	10,686.89
26	12 2006	30	7.00%	100.00	100.00	0.00	90,000.00	10,686.89	517.81	11,204.70	100.00	11,104.70
Total Year 3					1,200.00		1,200.00	0.00				
27	1 2007	31	7.00%	100.00	100.00	0.00	90,000.00	11,104.70	535.07	11,639.77	100.00	11,539.77
28	2 2007	31	7.00%	100.00	100.00	0.00	90,000.00	11,539.77	535.07	12,074.84	100.00	11,974.84
29	3 2007	28	7.00%	100.00	100.00	0.00	90,000.00	11,974.84	483.29	12,458.13	100.00	12,358.13
30	4 2007	31	7.00%	100.00	100.00	0.00	90,000.00	12,358.13	535.07	12,893.20	100.00	12,793.20
31	5 2007	30	7.00%	100.00	100.00	0.00	90,000.00	12,793.20	517.81	13,311.01	100.00	13,211.01
32	6 2007	31	7.00%	100.00	100.00	0.00	90,000.00	13,211.01	535.07	13,746.08	100.00	13,646.08
33	7 2007	30	7.00%	100.00	100.00	0.00	90,000.00	13,646.08	517.81	14,163.89	100.00	14,063.89
34	8 2007	31	7.00%	100.00	100.00	0.00	90,000.00	14,063.89	535.07	14,598.96	100.00	14,498.96
35	9 2007	31	7.00%	100.00	100.00	0.00	90,000.00	14,498.96	535.07	15,034.03	100.00	14,934.03
36	10 2007	30	7.00%	100.00	100.00	0.00	90,000.00	14,934.03	517.81	15,451.84	100.00	15,351.84
37	11 2007	31	7.00%	100.00	100.00	0.00	90,000.00	15,351.84	535.07	15,886.91	100.00	15,786.91
38	12 2007	30	7.00%	100.00	100.00	0.00	90,000.00	15,786.91	517.81	16,304.72	100.00	16,204.72
Total Year 4					1,200.00		1,200.00	0.00				

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01/31/05

Clifford McGuire

Note receivable - Grace M. Westlund

Principle Amount 90,000.00
 Loan Fee 0.00%
 Present Value \$90,000.00
 Interest Rate 7.00%
 Term 60
 Payment \$100.00
 First Month of Year (#) 1.00

Date of Loan

10 1 2004

Pay #

Date

Days

Interest Rate

Payment

Interest

Principal

Balance

Beginning Balance

Interest for Period

Total Available

Taken

Ending Balance

39	1	1	2008	31	7.00%	100.00	100.00	0.00	90,000.00	16,204.72	535.07	16,739.79	100.00	16,639.79
40	2	1	2008	31	7.00%	100.00	100.00	0.00	90,000.00	16,639.79	535.07	17,174.86	100.00	17,074.86
41	3	1	2008	29	7.00%	100.00	100.00	0.00	90,000.00	17,074.86	500.55	17,575.41	100.00	17,475.41
42	4	1	2008	31	7.00%	100.00	100.00	0.00	90,000.00	17,475.41	535.07	18,010.48	100.00	17,910.48
43	5	1	2008	30	7.00%	100.00	100.00	0.00	90,000.00	17,910.48	517.81	18,428.29	100.00	18,328.29
44	6	1	2008	31	7.00%	100.00	100.00	0.00	90,000.00	18,328.29	535.07	18,863.36	100.00	18,763.36
45	7	1	2008	30	7.00%	100.00	100.00	0.00	90,000.00	18,763.36	517.81	19,281.17	100.00	19,181.17
46	8	1	2008	31	7.00%	100.00	100.00	0.00	90,000.00	19,181.17	535.07	19,716.24	100.00	19,616.24
47	9	1	2008	31	7.00%	100.00	100.00	0.00	90,000.00	19,616.24	535.07	20,151.31	100.00	20,051.31
48	10	1	2008	30	7.00%	100.00	100.00	0.00	90,000.00	20,051.31	517.81	20,569.12	100.00	20,469.12
49	11	1	2008	31	7.00%	100.00	100.00	0.00	90,000.00	20,469.12	535.07	21,004.19	100.00	20,904.19
50	12	1	2008	30	7.00%	100.00	100.00	0.00	90,000.00	20,904.19	517.81	21,422.00	100.00	21,322.00

Total Year 5

1,200.00

1,200.00

0.00

51	1	1	2009	31	7.00%	100.00	100.00	0.00	90,000.00	21,322.00	535.07	21,857.07	100.00	21,757.07
52	2	1	2009	31	7.00%	100.00	100.00	0.00	90,000.00	21,757.07	535.07	22,292.14	100.00	22,192.14
53	3	1	2009	28	7.00%	100.00	100.00	0.00	90,000.00	22,192.14	483.29	22,675.43	100.00	22,575.43
54	4	1	2009	31	7.00%	100.00	100.00	0.00	90,000.00	22,575.43	535.07	23,110.50	100.00	23,010.50
55	5	1	2009	30	7.00%	100.00	100.00	0.00	90,000.00	23,010.50	517.81	23,528.31	100.00	23,428.31
56	6	1	2009	31	7.00%	100.00	100.00	0.00	90,000.00	23,428.31	535.07	23,963.38	100.00	23,863.38
57	7	1	2009	30	7.00%	100.00	100.00	0.00	90,000.00	23,863.38	517.81	24,381.19	100.00	24,281.19
58	8	1	2009	31	7.00%	100.00	100.00	0.00	90,000.00	24,281.19	535.07	24,816.26	100.00	24,716.26
59	9	1	2009	31	7.00%	100.00	100.00	0.00	90,000.00	24,716.26	535.07	25,251.33	100.00	25,151.33
60	10	1	2009	30	7.00%	115,669.14	25,669.14	90,000.00	0.00	25,151.33	517.81	25,669.14	25,669.14	0.00
61	11	1	2009	31	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62	12	1	2009	30	7.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Year 6

116,569.14

26,569.14

90,000.00

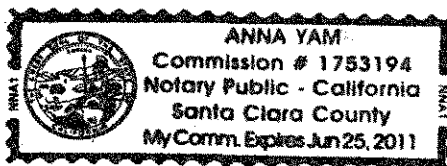
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01/31/05

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa ClaraOn September 23, 2009 before me, Anna Yam, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Grace Marie Westlund
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Addendum to Real Estate ContractDocument Date: September 23, 2009 Number of Pages: 8 pgsSigner(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
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