

**WHEN RECORDED RETURN TO:**

Landerholm, P.S.  
PO Box 1086  
Vancouver, WA 98666

**DOCUMENT TITLE(S):**

Amendment of Real Estate Contract and Consent to Assignment of Real Estate Contract

*Reference Numbers of Documents Assigned:  
Real Estate Contract AFN # 2015001146*

**GRANTOR:**

Desmond E. Verley and Sheryl J. Verley, husband and wife and Laurrien Gilman, a single person

**GRANTEE:**

Kay Alton, a single person and Robert S. Cushman, a single person

**ABBREVIATED LEGAL DESCRIPTION:**

Ptn SEC 3 T3N R10E W.M.

Full Legal Description on Page 7

**TAX PARCEL NUMBER(S):**

03-10-03-0-0-0100-00



## AMENDMENT OF REAL ESTATE CONTRACT and CONSENT TO ASSIGNMENT OF REAL ESTATE CONTRACT

This Amendment of Real Estate Contract and Consent to Assignment of Real Estate Contract ("Agreement") is by and between DESMOND E. VERLEY and SHERYL J. VERLEY, husband and wife (together, "The Verleys"), LAURRIEN GILMAN ("Assignor"), and KAY ALTON and ROBERT SCOTT CUSHMAN (together, "Assignee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Verleys, Assignor and Assignee do hereby agree as follows:

1. **Consent to Assignment.** The Verleys consent to the assignment by Assignor to Assignee of the entirety of the rights, title and interest Assignor may have in and to that certain Real Estate Contract dated June 12, 2015, between The Verleys, as seller, and Laurrien Gilman, as purchaser, and recorded in the public records of Skamania County, Washington, on June 15, 2015, as Instrument Number 2015001146 (the "Real Estate Contract"). The Real Estate Contract is for the sale and purchase of the real property described in Exhibit A to this Agreement (the "Property"). The Verleys consent to Assignor and Assignee completing the assignment by recording a Deed and Purchaser's Assignment of Real Estate Contract in the Public Records of Skamania County, Washington.

2. **Extension of Repayment Date.** In order to extend the final loan repayment date from June 11, 2020 to June 11, 2022, the second paragraph of Section 5 of the Real Estate Contract is hereby deleted in its entirety and replaced with the following:

"Notwithstanding the foregoing payment provisions of this Contract, purchase price, any accrued interest and costs, and interest shall be paid in full on or before seven (7) years from the date of recording of this Contract."

3. **Consent to Subdivide.** The Verleys consent to Assignees preparing an application with Skamania County to subdivide the Property into two separate lots. Assignees agree to present their application to The Verleys for comment and final approval before officially filing with the County, and The Verleys agree that their final consent to file will not be unreasonably conditioned or withheld. In the event the County approves a subdivision, the Verleys consent to Assignee recording such subdivision in the Public Record provided that the Real Estate Contract continues to encumber both of the subdivided lots.

4. **Conditional Consent to Release Subdivided Lot From Real Estate Contract.** In the event the County approves a subdivision of the Property, the Verleys consent to Assignee listing one or both of the subdivided lots for sale to the public. If Assignee procures a buyer for a subdivided lot, then, using an escrow service to facilitate closing, the The Verleys agree to release such subdivided lot from the Real Estate Contract, and convey fee simple title for the subdivided lot, on the condition that: 1) that Assignees pay all costs and expenses of the subdivision and sale, including but not limited to, County mandated infrastructure improvements,

filing fees, access improvements, improvements shown on approved subdivision plan, escrow costs, appraisals, broker commissions, legal fees, and any legal fees for The Verleys' to have contract release paperwork reviewed (together, the "Costs"); 2) the net proceeds of the sale of the subdivided lot (the sale price minus all Costs) are first applied to pay down the remaining purchase price due under the Real Estate Contract, and 3) that the appraised value of the land remaining encumbered by the Real Estate Contract is greater than one hundred and fifty percent (150%) of the remaining purchase price due under the Real Estate Contract after application of the proceeds from condition 2 above.

5. **Full Force and Effect.** Except as explicitly modified by this Agreement, the Real Estate Contract continues in full force and effect.

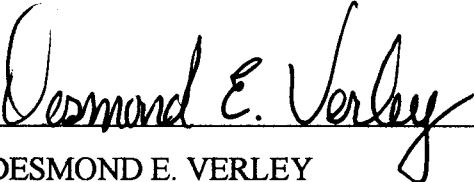
6. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

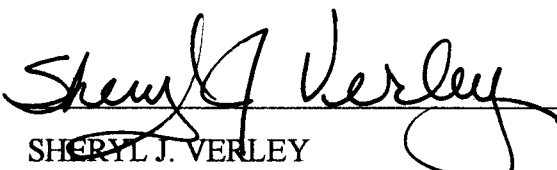
7. **Recording.** The parties intend for this Agreement to be recorded in the public records of Skamania County.

8. **Counterparts.** This Agreement may be signed in counter parts and shall be binding upon execution by all parties.


**SIGNATURES ON FOLLOWING PAGE**

**THE VERLEYS:**

  
\_\_\_\_\_  
DESMOND E. VERLEY

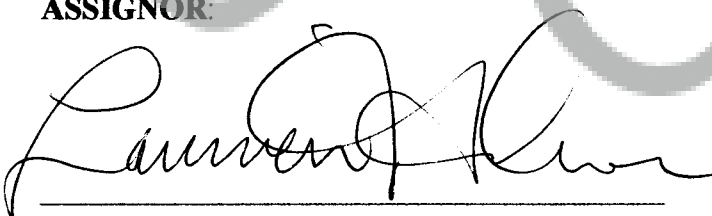
  
\_\_\_\_\_  
SHERYL J. VERLEY

**ASSIGNEE:**

  
\_\_\_\_\_  
KAY ALTON

  
\_\_\_\_\_  
ROBERT SCOTT CUSHMAN

**ASSIGNOR:**

  
\_\_\_\_\_  
LAURRIEN GILMAN

**ACKNOWLEDGMENTS ON FOLLOWING PAGES**

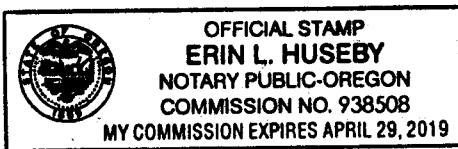
STATE OF ~~WASHINGTON~~ Oregon

COUNTY OF Hood River

SS.

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

DATED: 11/16/16



[Signature]  
NOTARY PUBLIC in and for the State of ~~Washington~~  
Residing in the County of Hood River Oregon  
My appointment expires: April 29, 2019

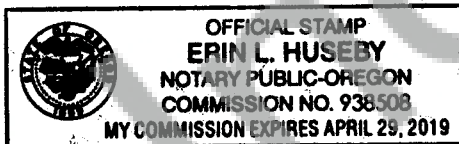
STATE OF ~~WASHINGTON~~ Oregon

COUNTY OF Hood River

SS.

I certify that I know or have satisfactory evidence that SHERYL J. VERLEY is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: November 10, 2016



[Signature]  
NOTARY PUBLIC in and for the State of ~~Washington~~  
Residing in the County of Hood River Oregon  
My appointment expires: April 29, 2019

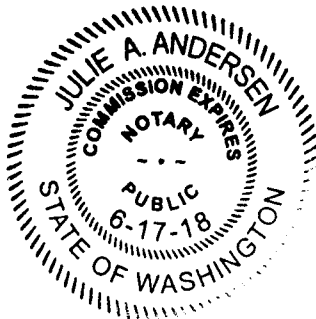
STATE OF WASHINGTON

COUNTY OF Skamania

SS.

I certify that I know or have satisfactory evidence that KAY ALTON is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: November 9, 2016



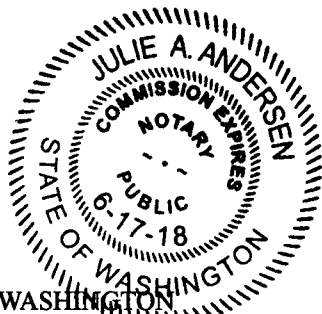
[Signature]  
NOTARY PUBLIC in and for the State of Washington  
Residing in the County of Skamania  
My appointment expires: June 17, 2018

STATE OF WASHINGTON

COUNTY OF Skamania SS.

I certify that I know or have satisfactory evidence that ROBERT SCOTT CUSHMAN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: November 9, 2016



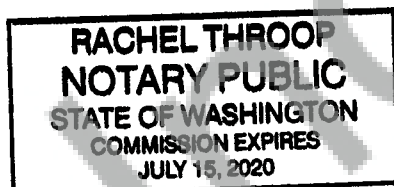
Julie A. Andersen  
NOTARY PUBLIC in and for the State of Washington  
Residing in the County of Skamania  
My appointment expires: June 17, 2018

STATE OF WASHINGTON

COUNTY OF [Klickitat] SS.

I certify that I know or have satisfactory evidence that LAURRIEN GILMAN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 10/28/2016



Rachel Throop  
NOTARY PUBLIC in and for the State of Washington  
Residing in the County of Klickitat  
My appointment expires: July 15, 2020

**EXHIBIT A****Legal Description of Property**

A tract of land lying in Government Lot 1 of Section 3, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Commencing at the Northeast corner of said Section 3; thence along the North line of said Section 3, North  $89^{\circ}41'03''$  West 338.31 feet to the true point of beginning of this description, said true point of beginning being the Northwest corner of that tract of land described in Auditor's File # 2015001083, Deed Records of Skamania County; thence leaving said North line along the West line of said tract of land, South  $00^{\circ}14'59''$  West 628.00 feet to the Southwest corner of said tract of land and

intersection with the North line of that tract of land described in Book 144, Page 816, Deed Records of Skamania County; thence along the North line of said tract of land, North  $89^{\circ}30'24''$  West 350.09 feet to the Northwest corner of said tract of land; thence along the West line of said tract of land, South  $06^{\circ}34'23''$  West 350.83 feet; thence leaving said West line, North  $21^{\circ}01'50''$  West 1,047.52 feet to the intersection with the North line of said Section 3; thence along said North line, South  $89^{\circ}41'03''$  East 768.90 feet to the true point of beginning.

Together with and subject to an easement for ingress, egress and utilities over the south 40.00 feet of even width of the above described Property for the benefit of Seller's retained property legally described on the attached Exhibit "A", for future development and short platting of the same, including residential construction.

Skamania County Assessor  
Date 11-17-10 Parcel# 3-10-3-100  
