

61-322 MODIFICATION OF REAL ESTATE CONTRACT

IT IS HEREBY agreed that that certain real estate contract by and between MELVIN L. EADES and DORIS J. EADES, husband and wife, sellers, and WILLIAM E. PERRY and LOIS J. PERRY, husband and wife, purchasers, said contract being dated April 29, 1980, recorded July 29, 1977 in Book 78 of Deeds, page 195 under Auditor's File No. 90729, is hereby partially modified by the inclusion therein of the following language:

"SUBJECT TO: Declaration of Conditions and Restrictions for developments known as West Fork Estates I, II, III, IV, recorded April 14, 1980 in Book 78 of Deeds, Page 106, under Auditor's File No. 90588, and any future modifications or additions thereto."

It is further agreed that said contract is subject to said Conditions and Restrictions as referred to herein. In all other respects said contract is confirmed and re-ratified hereby.

A copy of said contract is attached hereto as Exhibit "A" and by this reference made a part hereof.

DATED this 21st day of May, 1981.

No. 8233
TRANSACTION EXCISE TAX

JUN 3 1981
Amount Paid Excise

Shamania County Treasurer
By Barry J. Ballinger

Melvin L. Eades
MELVIN L. EADES

Doris J. Eades
DORIS J. EADES

William E. Perry
WILLIAM E. PERRY

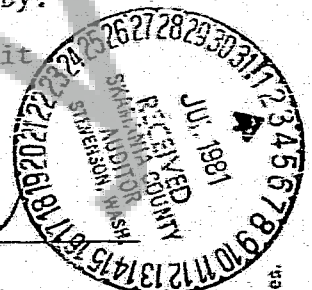
Lois J. Perry
LOIS J. PERRY

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS

On this day personally appeared before me Melvin L. Eades and Doris J. Eades, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me 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 21st day of May, 1981.

Barry J. Ballinger
NOTARY PUBLIC in and for the State of Oregon, residing at 16800 SE Maple Hill Lane
My commission expires 10-11-82 BORING, OREGON



Transaction in compliance with County subdivision ordinances.
Shamania County Assessor - BY: 21

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this day personally appeared before me William E. Perry and Lois J. Perry, husband and wife, 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 28th day of May, 1981.

Thann M. White
NOTARY PUBLIC in and for the state
of Washington, residing at Stevenson.

92526

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

BY CERTIFY THAT THE WITHIN

INSTRUMENT IS TRUE AND CORRECTLY

Shirley C. Little

J. Stevenson

AT 10:45 6-3 19 81

WITNESSED BY ME 79

OF Book PAGE 778

RECORDED IN SKAMANIA COUNTY, WASH.

Deel Messenger
COUNTY AUDITOR

E. M. M. M. DEPUTY

Registered E. M. M. M.
Indexed, Dir. E. M. M. M.
ndirect E. M. M. M.
Recorded E. M. M. M.
Mailed E. M. M. M.

29TH day of APRIL, 1980

WILLIAM L. EADES AND DORIS J. EADES, HUSBAND AND WIFE,

WILLIAM E. PERRY AND LOIS J. PERRY, HUSBAND AND WIFE,

SKANANIA

County State of Washington

The terms and conditions of this contract are as follows. The purchase price is **THIRTY-FIVE THOUSAND AND 00/100** - \$35,000.00.

SEVEN THOUSAND AND 00/100 - \$7,000.00.

TWO HUNDRED FORTY AND 00/100 - \$240.00.

or more at purchaser's option, on or before the 29TH day of MAY 1980.

and **TWO HUNDRED FORTY AND 00/100** - \$240.00.

or more at purchaser's option, on or before the 29TH day of MAY 1980.

rate of **3 5/4** per cent per annum from the 29TH day of APRIL 1980.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.



APRIL 29, 1980

As referred to in this contract, date of closing is April 29, 1980.

11. The purchaser agrees and covenants to pay for the purchase price in full on the date of closing, or if the purchase price is not paid in full on the date of closing, the purchaser agrees to pay the same by check or money order.

12. The purchaser agrees, until the purchase price is paid in full, to hold the seller harmless from all claims, damages, losses, and expenses, including reasonable attorney's fees, which may be asserted against the seller by any third party.

13. The purchaser agrees, until the purchase price is paid in full, to hold the seller harmless from all claims, damages, losses, and expenses, including reasonable attorney's fees, which may be asserted against the seller by any third party.

14. The purchaser agrees, until the purchase price is paid in full, to hold the seller harmless from all claims, damages, losses, and expenses, including reasonable attorney's fees, which may be asserted against the seller by any third party.

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20. The purchaser agrees, until the purchase price is paid in full, to hold the seller harmless from all claims, damages, losses, and expenses, including reasonable attorney's fees, which may be asserted against the seller by any third party.

21. The purchaser agrees, until the purchase price is paid in full, to hold the seller harmless from all claims, damages, losses, and expenses, including reasonable attorney's fees, which may be asserted against the seller by any third party.

22. The purchaser agrees, until the purchase price is paid in full, to hold the seller harmless from all claims, damages, losses, and expenses, including reasonable attorney's fees, which may be asserted against the seller by any third party.

23. The purchaser agrees, until the purchase price is paid in full, to hold the seller harmless from all claims, damages, losses, and expenses, including reasonable attorney's fees, which may be asserted against the seller by any third party.

24. The purchaser agrees, until the purchase price is paid in full, to hold the seller harmless from all claims, damages, losses, and expenses, including reasonable attorney's fees, which may be asserted against the seller by any third party.

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MELVIN E. EADES, DORIS J. EADES,
WILLIAM E. PERRY AND LOIS J. PERRY

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29 APRIL 1953

7499

No.

PORTLAND, OREGON

TRANSACTION EXCISE TAX

COMMISSION EXPIRES 7-28-81

333

Amount Paid \$ 22.50

Stamania County Treas.

By _____

[illegible]

Filed for Record at Request of

NAME MELVIN L. EADES

ADDRESS 253 S. W. FRONT AVE.

CITY AND STATE **PORTLAND, OREGON 97204**

MAILED 10

STATE OF KANSAS DEPARTMENT OF REVENUE
COUNTY OF SEAWARD

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT, OF SEAWARD FILED BY
W. L. Little, Co.
OF SEAWARD WASH.
AT 3:08 P. M. 5/7 1921
WAS RECORDED IN BOOK 117
OF SEAWARD AT PAGE 195
RECORD OF SEAWARD COUNTY, WASH.
W. L. Little
COUNTY CLERK