

9784

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BOOK 83

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AMENDMENT TO PURCHASE AGREEMENT

WHEREAS, on the 2nd day of November, 1981, E. June McQueen, a single person, hereinafter referred to as "Seller" and Patrick A. Smith and Viva E. Smith, husband and wife, hereinafter referred to as "Buyers", entered into a purchase agreement for the sale and purchase of a leasehold interest in real property. A copy of said agreement is attached as Attachment A and incorporated herein by reference;

WHEREAS, said Purchase Agreement was recorded on November 18, 1981, in Volume 6 of Leases, Page 536-542, under Auditor's File No. 93353, Records of Skamania County, Washington;

WHEREAS, said Purchase Agreement provided that the full amount of the purchase price, including interest, would be due or payable on or before April 15, 1984;

WHEREAS, the parties are desirous of amending said Purchase Agreement to extend its length and modify its terms for payment and to have the amendment relate back to April 15, 1984;

NOW THEREFORE, in consideration of the mutual promises contained herein, the above-mentioned Purchase Agreement is amended as follows:

1. The balance of the purchase price plus interest at rate of 15 percent per annum on the unpaid balance, computed from the date of closing, shall be paid in quarterly installments of at least \$1,500.00 or more at the purchaser's option until the full purchase price, including interest, shall have been paid.

No. _____
TRANSACTION EXCISE TAX
JUL 6 1984
Amount Paid see above
9886
Skamania County Treasurer
By [Signature]

The installments shall be due on the 1st day of February, May, August and November. The full amount of the purchase price, including interest, shall be paid on or before April 15, 1989.

2. This amendment shall relate back to February 15, 1984.

3. All other terms of the original Purchase Agreement of November 2, 1981, not inconsistent with this amendment are herein reverified.

IN WITNESS WHEREOF, the parties have executed this instrument on the 28th day of June, 1984.

E. June McQueen
E. June McQueen
Seller

Patrick J. Smith
Patrick J. Smith
Buyer

Viva E. Smith
Viva E. Smith
Buyer

STATE OF WASHINGTON)
) ss.
County of Klickitat)

On this day personally appeared before me E. June McQueen, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of June, 1984.

Robert White
Notary public for
Washington, residing at
White Plains therein.

STATE OF WASHINGTON)
) ss.
County of Klickitat)

On this day personally appeared before me Patrick J. Smith and Viva E. Smith, 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 12th day of June, 1934.

Ernie White
Notary public for
Washington, residing at
White Salmon therein.

UNOFFICIAL COPY

WASH.) ss
BY ME,)
NOTARY PUBLIC)
E. THOMAS REXFORD
OF WHITE SALMON, WA. 98672
AT 4:30 P. JULY 6, 1934
DEEDS 93
652
G. M. Olson
A. New

93353

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ATTACHMENT A
PURCHASE AGREEMENT

Purchase Agreement dated the 21st day of November, 1981, between E. June McQueen, a single person, (Seller), and Patrick J. Smith and Viva E. Smith, husband and wife, (Buyers).

Seller desires to sell and buyer desires to purchase all of the structures, docks, boats, two Johnson two horse power outboard motors, except boat number 10 and Ramona's Fiberglass boat with a four horse power motor, located on a parcel of leased property described on Schedule A attached hereto and incorporated herein by reference; for an installment purchase price on the terms and conditions hereinafter set forth.

In consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. SALE: On the terms and subject to the conditions set forth in this agreement, the seller hereby agrees to sell and deliver to buyer and buyer agrees to purchase from seller all of the structures, docks, boats, two Johnson two horse power outboard motors, except boat number 10 and Ramona's Fiberglass boat with a four horse power motor, located on the leased property described on Schedule A attached hereto.

2. PURCHASE PRICE: The total purchase price to be paid by the buyer for the above-described property shall be Forty Five Thousand Dollars (\$45,000.00). The buyer further agrees to pay all closing costs, including attorneys fees, connected with this transaction.

3. PAYMENT: The purchase price shall be payable by the buyer to the seller as follows:

A. Twenty Thousand Dollars (\$20,000.00) including earnest money on the closing date.

B. The balance of Twenty Five Thousand Dollars (\$25,000.00)

plus interest at the rate of Fifteen Percent (15%) per annum from the closing date shall be paid in quarterly installments of at least \$1,500.00 or more at the purchaser's option until the full purchase price, including interest, shall have been paid. The first installment shall be due on February 1, 1982, and on the first day of May, August, and November thereafter. The full amount of the purchase price, including interest, shall be due and payable on or before April 15, 1984.

4. LEASE: It is understood and agreed that the above-described personal property is on a parcel of real estate which is leased from Pacific Power and Light Company. The parties agree that the buyer shall negotiate a new lease with said Pacific Power and Light Company for said real property and abide by the terms of that Lease Hold Agreement. The seller makes no warranties and is no way responsible for any provisions and restrictions imposed by Pacific Power and Light Company under their Lease Hold Agreement.

5. MISCELLANEOUS: This agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns provided that neither party shall assign any of his rights or privileges hereunder without the prior written consent of the other.

Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorneys fees and all costs and expenses in connection with such suit. Which sum shall be included in any judgment or decree entered in such suit.

The title to all property herein and to each item thereof shall be and remain in the sellers until the entire purchase price, with interest thereon, is paid in full, at which time the title to the same shall, without any further action on the part of the seller, be vested in the buyers and the seller shall provide to the

buyers a Bill of Sale for said personal property.

The buyers shall not sell, pledge, mortgage or attempt to sell, pledge or mortgage any of the property herein without the written consent of the sellers.

The buyers shall, during the life of this contract and until fully paid and satisfied, insure the above-described property against fire and theft in an amount equal to the amount of the unpaid balance with loss, if any, to be paid to the seller as her interest may appear.

The buyers shall pay the taxes, if any, which may be assessed or levied against the above-described property and shall also pay all other costs and charges reasonably necessary to protect and preserve the property until it is fully paid for.

Any injury, loss or destruction of the property after delivery to the buyer shall not release the buyers for their obligation to pay the purchase price.

On default of buyers in the payment of any installment or any breach of any agreement of the buyers herein, the entire price at that time remaining due and unpaid shall, at seller's option without notice, become immediately due and payable.

On default by buyers in the payment of any installments of the price or in the performance of any term or condition imposed on them herein, the seller may, without notice, take immediate possession of said property as seller's own, individual and sole property, free and clear of any claim by buyers and retain any and all payments made as liquidated damages for the use by buyers and for depreciation and for expense to sellers of taking possession of said property.

This instrument contains the entire agreement between the parties hereto with respect to the purchase and sale and other transactions contemplated herein.

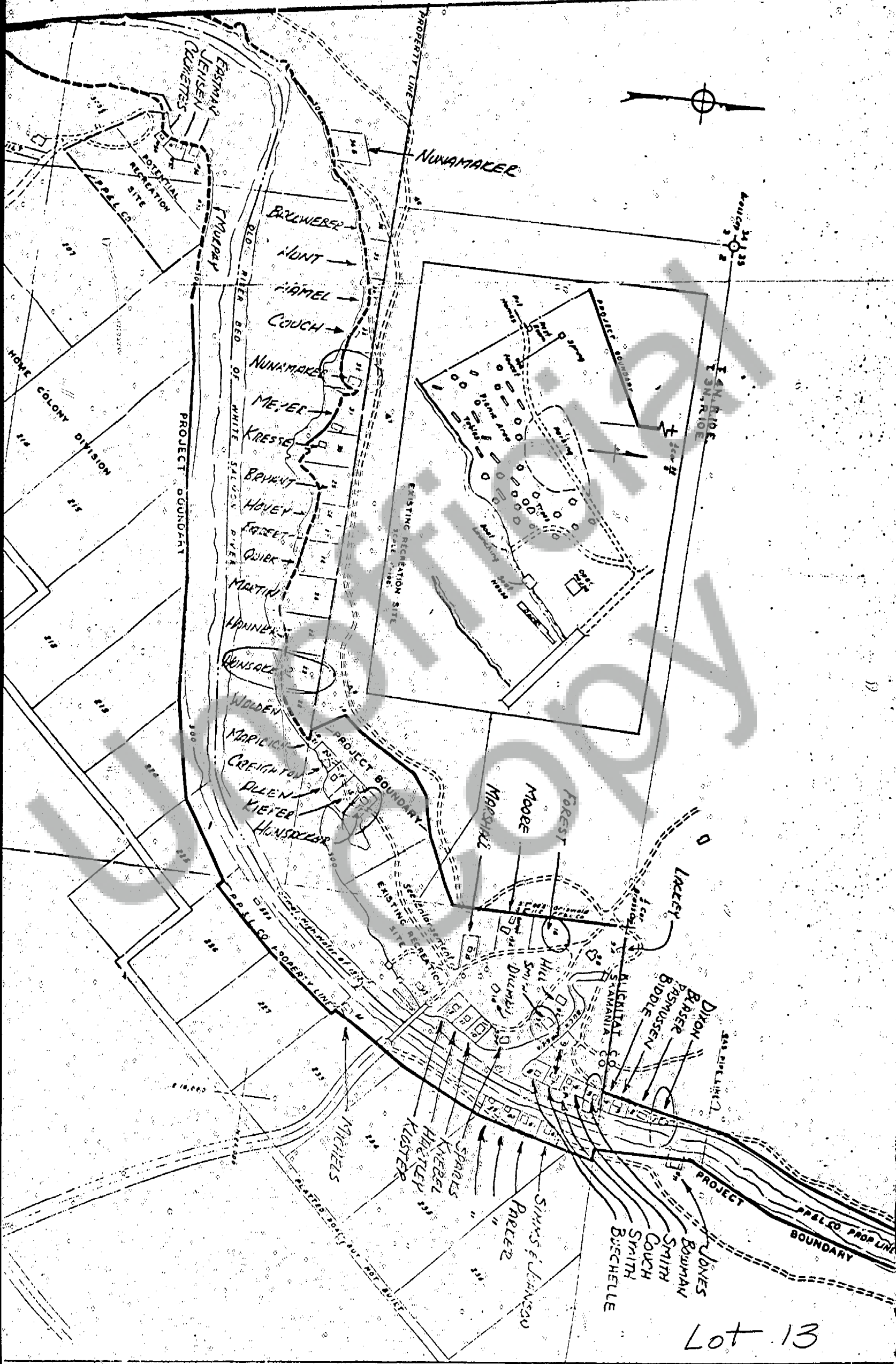
This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SCHEDULE A

Northwestern Lake Cabin

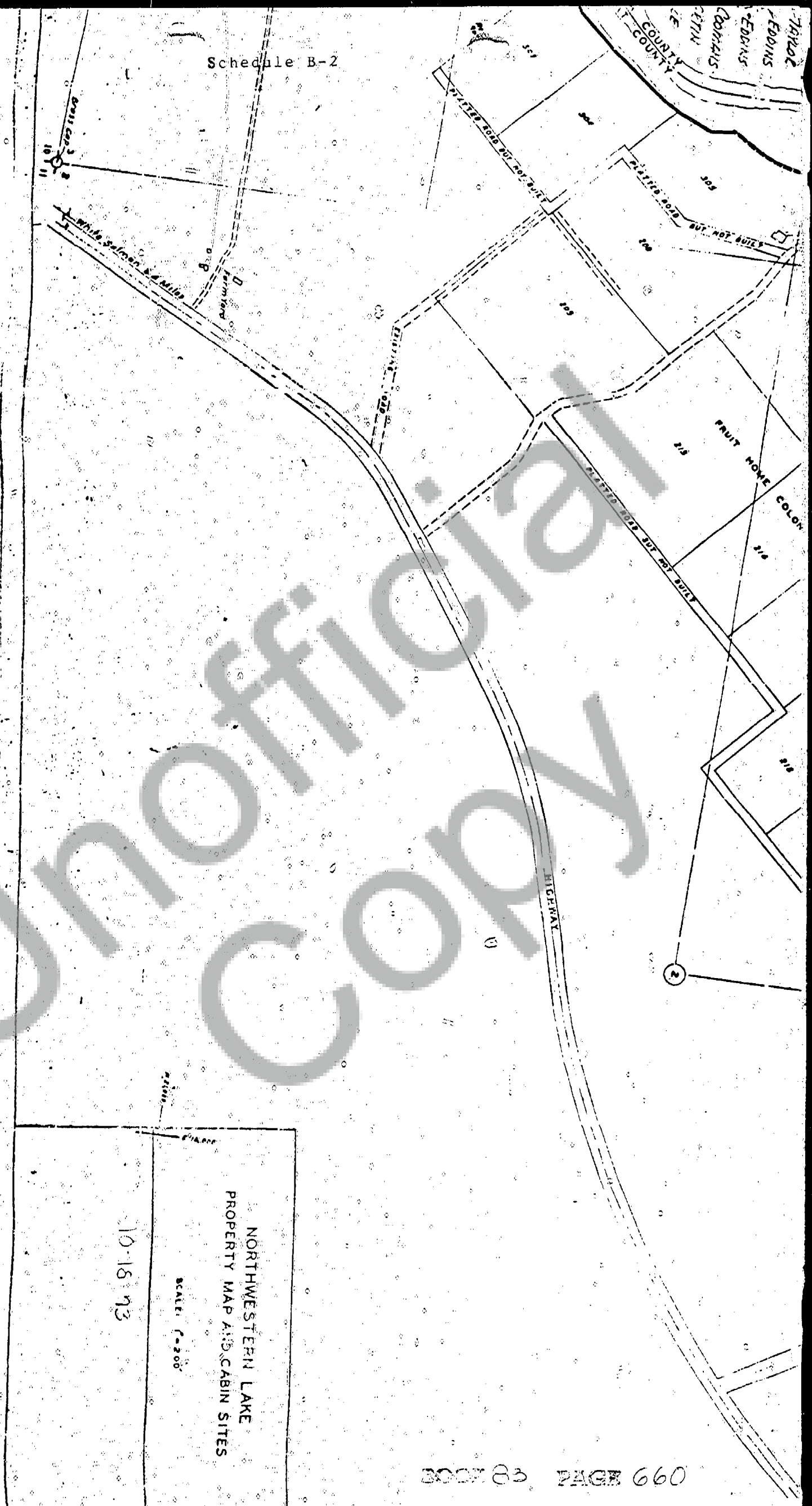
Site No. 13

Substantially as shown on schedule B-1 and schedule E-2 attached hereto and incorporated herein by reference.



Lot 13

Schedule B-2



NORTHWESTERN LAKE
PROPERTY MAP AND CABIN SITES

Scale: 1"=200'

10-18-73

PF-26076

In Witness Whereof, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

E. June McQueen, Seller

Patrick J. Smith, Buyer

Viva E. Smith, Buyer

STATE OF WASHINGTON)

County of Klickitat)

On this day personally appeared before me E. June McQueen, Patrick J. Smith, Viva E. Smith, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged that they signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of November, 1981.

Notary public for Washington,
residing at Front Lake therein.