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BOOK 84 PAGE 135

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SKAMANIA COUNTY

AMENDMENT OF REAL ESTATE CONTRACT

This AMENDMENT OF REAL ESTATE CONTRACT executed this date between LEE KINART and JEANNE A. KINART, husband and wife, herein-after referred to as "Seller", and EVERETT E. NEWTON, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

WHEREAS, the parties heretofore entered into a Real Estate Contract bearing date of November 27, 1979, and recorded in Book 77 of Deeds, page 596, records of Skamania County, Washington, and which contract provides for the sale and purchase of the following described real property situated in said County and State, to-wit:

Lot 17, Block 9, Plat of Relocated North Bonneville recorded in Book B of Plats, Page 16, under Skamania County File No. 83466 also recorded in Book B of Plats, Page 32, under Skamania County File No. 84429, Records of Skamania County, Washington.

Reserving to the United States of America the right to grant easement to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement(s) if any, as shown on said recorded plats.

WHEREAS, the parties desire to modify and amend said Real Estate Contract concerning the amount of the purchase price remaining unpaid,

NOW THEREFORE, in consideration of the mutual agreements herein contained it is agreed that the terms of the aforesaid Real Estate Contract regarding the balance of the purchase price and the terms of payment of the same are amended to read as follows:

"The balance of the purchase price remaining unpaid is the sum of THIRTY FIVE THOUSAND EIGHT HUNDRED EIGHTY FIVE AND 25/100 DOLLARS (\$35,885.25) as of November 1, 1984, and which sum shall be due and payable by Purchaser to Seller in monthly installments of FOUR HUNDRED FORTY TWO AND 50/100 DOLLARS (\$442.50) or more at Purchaser's election, commencing on December 1, 1984, and continuing on the same day of each month thereafter until December 1, 1999, upon which date the entire balance of the purchase price and interest shall be paid in full. The declining principal balances of the purchase price shall bear interest from November 1, 1984, at the rate of TWELVE AND ONE HALF (12.5%) per annum, and the monthly installments aforesaid shall be first applied to the interest accruing from month to month, and the balance credited to the principal. Said installments shall be paid to Riverview Savings Association, Stevenson, Washington, or to such other agency for collection as Seller may hereafter designate."

That the aforesaid Real Estate Contract as herein above amended shall be and continue in full force and effect.

MILLER & LAHMANN  
ATTORNEYS AT LAW  
335 N.E. 5TH AVE.  
CAMAS WASHINGTON 98607

AREA CODE 206 - TELEPHONE 624 3502

IN WITNESS WHEREOF, the parties have executed this instrument this 14<sup>th</sup> day of November, 1984.

Lee Kinart  
Lee Kinart

Everett E. Newton  
Everett E. Newton

Jeanne A. Kinart  
Jeanne A. Kinart

SELLER

PURCHASER

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

on this day personally appeared before me LEE KINART and JEANNE A. KINART, 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 14<sup>th</sup> day of Nov., 1984.

Jefferson D. Stein  
Notary Public in and for the State  
of Washington,  
Residing at Camas.

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

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

GIVEN under my hand and official seal this 10<sup>th</sup> day of November, 1984.

Julie A. Ewing  
Notary Public in and for the State  
of Oregon,  
Residing at Portland  
My Commission expires: 10/26/88