

103686

BOOK 106 PAGE 374

June 11, 1987

AMENDMENT TO PARAGRAPH NINE OF ASSIGNMENT OF LEASE  
MITCHEK TO YOUNGQUIST DATED February 4, 1983:

For good and valuable consideration in the premises, receipt and adequacy of which is hereby acknowledged by both parties, the provisions of Paragraph Nine of the original lease between the parties is hereby amended to read as follows:

Y.M.D. shall pay to Mitchek the sum of \$100,000.00 as an advanced royalty payment each year, said sum due and payable annually, first payment due on or before July 12, 1983, and every July 12th thereafter, through 1986, and every July 12th thereafter, except for the calendar year 1987, which such payment shall be made on or before January 2nd, 1988, in the manner as hereinafter set forth below, or the royalties as set forth in Paragraph Ten of the original lease, whichever is greater.

The parties acknowledge that the payments called for to be made pursuant to the terms of the original agreement have from time to time been late and that for additional consideration the adequacy of which is hereby acknowledged by Mitchek, those defaults have heretofore been excused and waived. Mitchek further acknowledges that the quit claim deed heretofore executed by Youngquist to Mitchek and duly recorded, did not constitute an "abandonment" of the property by reason of the fact that there were parol agreements entered into by the parties and not of record, with the effect that such deed now has no force and effect and the same is declared to be void by the parties,

Mitchek hereby agrees to accept the payment otherwise called for to be made of \$100,000.00 on or before July 12, 1987, in monthly payments as follows:

(page 1 of 2)

Registered	S
Ind. X. J. Jr.	S
Insured	S
Filed	
Mailed	

Amendment to Paragraph Nine of Assignment of Lease  
Mitchek to Youngquist Dated February 4, 1983

Page Two

FILED FOR RECORD  
SKAMIA CO WASH  
BY RISS B. ROKAL, JR.  
ATTORNEY AT LAW  
117 E. MAIN  
AUG 18 11 58 AM '87  
GOLDENDALE, WA 986  
AUDITOR  
CARY M. OLSON

On or before July 12, 1987, the sum of \$10,000.00, and the sum of \$5,000.00 per month, commencing August 12 1987, and continuing on the like day of each month through and including December 12, 1987; and the balance of \$65,000.00 due on or before January 15, 1988.

In consideration for the granting of deferred payments as hereinabove provided for, Y.M.D. shall pay in cash upon the execution of this amendment the sum of \$6,000.00.

Commencing July 12, 1988, and each July 12th thereafter, Y.M.D. shall pay to Mitchek the sum of \$100,000.00 as a further advanced royalty payment each year, or the royalty as set forth in Paragraph Ten of the lease, whichever is greater.

IT IS FULLY UNDERSTOOD AND AGREED that should Y.M.D. fail or neglect to pay the sums as hereinabove set forth in a prompt and timely manner, then, and in that event, all right, title and interest of Y.M.D. in or to the property of every kind or nature whatsoever shall be forthwith terminated as more fully provided by the remaining clauses of this lease.

This amendment agreement shall have full force and effect upon the date of the execution of the last signatory hereto.

STATE OF OREGON,  
COUNTY OF UNION

Y.M.D. - President

Milton Mitchek

Milton Mitchek

Personally appeared Milton Mitchek and signed said instrument in my presence August 6, 1987

Milton Mitchek

Notary Public

MY COMMISSION EXPIRES JULY 18, 1988