

SECOND AMENDMENT TO REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 28th day of October, 1987, by and between **AMERICAN LEGION POST #137** as assignee of the seller's interest in and to that certain real estate contract dated May 30, 1980, by and between **HOUSING OUR PEOPLE ENTERPRISES, INC.**, a Washington non-profit corporation, as seller, and **CASCADE PROPERTIES**, a Partnership, as purchaser, recorded on June 4, 1980, under Auditor's File No. 90839, at Book 78, Page 288, and amended by agreement dated July 10, 1981, recorded under Auditor's File No. 92779, at Book 80, Page 11-12, on July 14, 1981, records of Skamania County, Washington, and **CARSON VILLAGE APTS., INC.**, a Washington corporation, as assignee of the purchaser's interest in said real estate contract, WITNESSETH:

1. Paragraph 1(c) of said real estate contract is hereby amended to provide that the unpaid principal balance thereof shall bear interest at the rate of eleven percent (11%) per annum computed from and after October 10, 1987; that the monthly payments shall be the sum of \$1,020.66, payable on the 10th day of each month, with the entire unpaid balance of said contract, both principal and interest, payable on or before eighteen (18) years from the date hereof.

2. **CARSON VILLAGE APTS., INC.** agrees that the balance of said contract is owed to, and shall be paid to, **AMERICAN LEGION POST #137** of Carson, Washington, as the assignee of **HOUSING OUR PEOPLE ENTERPRISES, INC.**, and **AMERICAN LEGION POST #137** accepts **CARSON VILLAGE APTS., INC.** as the debtor and the assignee of **CASCADE PROPERTIES**, a partnership, to the extent that a novation has occurred and, henceforth, the parties may deal with each other without reference to their predecessors in title.

EXCEPT AS HEREIN MODIFIED the above referenced real estate contract is reaffirmed in its entirety.

Dm 10-30-87

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first above written.

AMERICAN LEGION POST #137, by:

L. Crawford
Title Post Commander

FILED FOR RECORD
SKAMANIA COUNTY
BY ROGER K. LEICK

OCT 30 10 17 AM '81

AUDITOR
GARY M. OLSON

CARSON VILLAGE APTS., INC., a Washington Corporation, by:

Gary R. Hegewald President
Robert K. Leick Secretary

STATE OF WASHINGTON)
County of Skamania) ss.

THIS IS TO CERTIFY that on this 30th day of October, 1987, personally appeared before me LEROY CRAWFORD, known to be the Post Commander of AMERICAN LEGION POST #137, the entity described in and that executed the foregoing instrument.



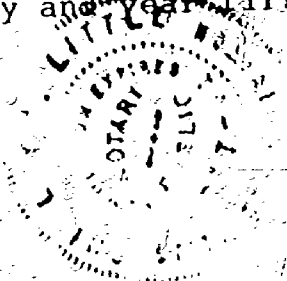
WITNESS my hand and official seal hereto affixed the day and year first above written.

Shirley A. Peters
Notary Public in and for the State of Washington, residing at Stevenson

STATE OF WASHINGTON)
County of Skamania) ss.

THIS IS TO CERTIFY that on this 28th day of Oct, 1987, personally appeared before me GARY R. HEGEWALD and ROBERT K. LEICK, to me known to be the President and Secretary, respectively, of CARSON VILLAGE APTS., INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein set out, and on oath stated that they were authorized to execute this instrument on behalf of the corporation.

WITNESS my hand and official seal affixed hereto on the day and year first above written.



Shirley A. Peters
Notary Public in and for the State of Washington, residing at Stevenson