106671

BOOK 113 PAGE 212

AFTER RECORDING RETURN TO:
Metropolitan Mortgage & Securities Co., Inc.
West 929 Sprague Avenue
Spokane, Washington 99204
Attn: Barbara Carlson

File #22479

SK-15150
02-06-29-502

AMENDMENT TO REAL ESTATE CONTRACT
(Washington State Form)

This agreement is for the purpose of amending, as set forth below, the terms and conditions of that certain Real Estate Contract dated July 27, 1979, recorded under ~~Auditor's File~~ Recording No. 89102, Book 76, Page 920, official records of Skamania County, State of Washington and made by and between Walter William Fellman, Jr., as his separate * as Seller, whose interest is now held of record by Western United Life Assurance ** and David Zine and Margaret Stroebe*** Buyer(s), covering property legally described as follows: See Schedule A, attached hereto and incorporated herein by this reference.

Index S
Indirect S
Filmed
Mailed

* estate
** Company, a corporation
*** husband and wife

For and in consideration of the mutual benefits to be derived by the parties herein, and more particularly in consideration of Seller

☒ waiving the balloon payment now due and payable under the terms of the aforementioned Real Estate Contract
☒ extending the payment term of the aforementioned Real Estate Contract
☒ ~~reducing~~ increasing the amount of the regularly scheduled monthly payment under the terms of the aforementioned Real Estate Contract.****
☐ Other

it is hereby understood and agreed that said Real Estate Contract described above is hereby amended as follows:

**** will increase.

BALANCE OWING. The unpaid principal balance shall increase in the amount of $ 1,315.81. Said increase represents an extension fee of $ 986.35, which is ten percent (10 %) figured on the outstanding principal balance of $ 9,863.48, as of the date of January 27, 19 89.

Commencing on the 27th day of February, 19 89, Buyer(s) shall pay interest at the increased rate of twelve percent (12 %) on the unpaid principal balance of $ 11,179.29. Said balance includes addbacks for delinquent taxes for the year(s) in the amount of $ -0-, insurance premiums in the amount of $ -0-, which pays insurance through N/A; and interest for the month(s) of 12/27/88 to 1/27/89 in the amount of $ 79.46, in addition to the aforementioned extension fee, plus $250.00 Title/Closing Fees.

PAYMENTS. Commencing on or before the 27th day of February, 19 89, said increased principal balance shall be paid in monthly installments of One Hundred Sixty & 39/100 ($ 160.39) or more at Buyer(s)' option, with like amounts due on or before the 27th day of each and every succeeding calendar month thereafter until said balance is paid in full. Interest shall be deducted from each installment payment and the balance applied in reduction of principal. Provided, however, that the entire balance, together with interest, shall be paid in full on or before the 27th day of February, 1999.

FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS, IF ANY. If Buyer(s) fail(s) to make any payments on assumed obligation(s) Seller may give written notice to Buyer(s) that unless Buyer(s) make(s) the delinquent payment(s) within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the assumed obligation. Buyer(s) shall immediately after such payment by Seller reimburse Seller for the amount of such payment(s) plus a late charge equal to ten percent (10%) of the amount so paid plus all costs and attorney fees incurred by Seller in connection with making such payment.

LATE CHARGES. If any payment on purchase price is not made within ten (10) days after the date it is due, Buyer(s) agree(s) to pay a late charge equal to 10% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer(s) after such late charges are due shall be applied to the late charges.

TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer(s) agree(s) to pay by date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer(s) may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer(s) agree(s) to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract from Open Space, Farm, Agricultural or Citizen's Declaration to Defer Property Taxes filed prior to date of this Contract, Buyer(s) may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer(s) may pay and deduct the amount thereof from payments next becoming due Seller under the Contract.

(Check box if appropriate)
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Initials

INSURANCE. Buyer(s) agree(s) to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer(s) plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the escrow agent and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer(s). Buyer(s) may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer(s) deposit(s) in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. The insurance proceeds shall be held by Seller and disbursed as deemed necessary by the Seller to insure that the premises are properly restored. Seller may impose such conditions as it deems necessary to provide assurance that the proceeds will be used to restore the property, including, without limitation, Seller's prior approval of plans and specifications for restoration, construction contracts for such restoration and Seller's requirements concerning periodic inspections of the work as it progresses. Upon completion of the restoration, Seller shall pay the net proceeds to Buyer(s) upon receipt of satisfactory evidence that the premises have been restored to the required condition in accordance with state, local and other governmental laws and regulations and free from liens and encumbrances. If Buyer(s) fail(s) to satisfy any of the foregoing conditions or fail(s) to exercise diligence in commencing and completing the work, Seller may at its option complete the necessary repairs and use the proceeds for the payment thereof. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of foreclosure, all rights of Buyer(s) in insurance policies then in force shall pass to Seller.

(Check box if appropriate)
☐
Initials

TIMBER CUTTING. Buyer(s) shall be entitled to cut or remove a limited quantity of timber from the property provided that the following conditions are first satisfied: (a) Buyer(s) shall give not less than fifteen (15) days' prior written notice to Seller that cutting is contemplated, which notice shall include an accurate legal description of the area which is to be cut, the amount of board feet, and market value of the timber proposed to be cut or removed; (b) Buyer(s) shall not be entitled to cut any timber, if, in Seller's sole opinion, such cutting would unreasonably diminish Seller's security under this Contract, except Buyer(s) has (have) the right to cut all timber in road right-of-ways set forth in any plat of the property; and (c) if any timber is cut or removed, all proceeds of sale shall be paid directly to Seller and applied towards the purchase price hereunder. The application of such proceeds shall not, however, excuse Buyer(s) from the payments required hereunder.

BUYER(S) NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer(s) fail(s) to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer(s) shall forthwith pay Seller the amount thereof plus a late charge of 10% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

2-6-29-502

BUYER'S DEFAULT - SELLER'S REMEDIES IF SELLER RETAINS TITLE TO PREMISES. If the Buyer(s) fail(s) to observe or perform any term, covenant or condition of this Contract and Seller wishes to retain title to premises, Seller may:

(a) **Suit for Installments.** Sue for any delinquent periodic payment; or

(b) **Specific Performance.** Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or

(c) **Forfeit Buyer's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer(s) and all persons claiming through the Buyer(s) shall be terminated; (ii) the Buyer(s) rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer(s) shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.

RECEIVER. If the Seller has instituted any proceedings specified in the immediately preceding paragraph and Buyer(s) is (are) receiving rental or other income from the property, Buyer(s) agree(s) that the appointment of a receiver for the property is necessary to protect Seller's interest.

BUYER'S DEFAULT — SELLER'S REMEDY OF ACCELERATING PAYMENTS AND BRINGING SUIT FOR ENTIRE BALANCE. If the Buyer(s) become(s) delinquent in payments called for by this Contract, Seller may give Buyer(s) written notice demanding reinstatement of payments and payment of a late charge of 10% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred or services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer(s) or personally delivered to the Buyer(s), the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest and reasonable attorney's fees and costs.

ABANDONMENT OF PROPERTY. Should Buyer(s) abandon the property while in default, Seller may take immediate possession of the property for the purpose of protecting and preserving the property and may mitigate damages by renting or operating the property during the period of enforcement of Seller's rights under this Contract without prejudicing Seller's remedies under this Contract. Seller shall not be liable for any loss sustained by Buyer(s) resulting from Seller's failure to lease the property or any portion thereof after default or from any other act or omission.

ATTORNEY'S FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.

BINDING EFFECT. This Amendment applies to, inures to the benefit of and binds all parties hereto, their heirs, administrators, personal representatives, successors and assigns. Any notices, demands or documents of any kind which either party may be required to serve on the other may be served by delivery of the same to either party personally or by depositing a copy of such notice, demand or document in the United States mail, postage prepaid to the address shown below.

CONTINUATION OF PRIOR OBLIGATION. The parties hereto intend this instrument to operate as an extension of the Real Estate Contract referred to herein and do not intend that a new contract be created hereby or that this instrument be in satisfaction of any existing prior indebtedness.

MODIFICATIONS. No modification of this Amendment shall be effective unless upon a signed writing executed by the parties.

All terms and conditions of the above-described Real Estate Contract, excepting those amended are hereby ratified and shall remain the same.

SIGNED AND DATED this 27th day of February, 1989

BUYER: David Zine
Margaret Stroebe
Margaret Stroebe

SELLER: Western United Life Assurance Company, a corporation
By: John Dillingham, President
By: Reuel Swanson, Secretary

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ~~27th~~ 3rd day of ~~February~~ March, 1989, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared John Dillingham and Reuel Swanson to me known to be the President and Secretary, respectively, of Western United Life Assurance Company, a * the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

* corporation

Barbara A. Cullen
Notary Public in and for the State of ~~Oregon~~ Washington, residing at ~~3165 NW Yeon, Portland, OR 97210~~ Spokane, WA
My commission expires: ~~11-16-90~~ 9-16-92

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this 27th day of February, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Zine and Margaret Stroebe, husband and wife to me known to be the individual(s) who executed the foregoing instrument and acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes herein mentioned.

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

Mary Ann O'Leary
Notary Public in and for the State of Oregon, residing at 3165 N.W. Yeon Portland, OR 97210
My commission expires: 11-16-90

SCHEDULE A

The South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

ALSO known as Tract #14 of the Dean Vogt Survey, recorded October 31, 1978 in Book 1 of Surveys at Page 171, records of Skamania County, Washington.

TOGETHER WITH AND SUBJECT TO and easement for ingress, egress and utilities over 60 feet as it now exists and as shown on map.

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE
MAR 8 11 23 AM '89
A. [signature] Dep
AUDITOR
GARY M. OLSON

NA
REAL ESTATE EXCISE TAX
MAR 8 1989
PAID See excise 6891
[signature] Deputy
SKAMANIA COUNTY TREASURER