

REVISED REAL ESTATE CONTRACT

THIS AGREEMENT made this day by and between ROGER MALFAIT and LORETTA MALFAIT, husband and wife, hereinafter referred to as "Sellers", and EDDIE L. BANKS and PATRICIA G. BANKS, husband and wife, hereinafter called "Purchasers",

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Real Estate Contract dated August 20, 1981, recorded August 25, 1981, under Auditor's File No. 92989; and

WHEREAS, said contract provided that the Purchasers were to pay the entire purchase price on September 10, 1988; and

WHEREAS, Purchasers could not make said payment but desire to retain the real property; and

WHEREAS, Sellers are agreeable that Purchasers continue to pay the unpaid balance of said Real Estate Contract in monthly installments providing that certain revisions and amendments to said contract were made, which Purchasers are agreeable to.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree that the aforescribed Real Estate Contract is revised and amended in the following particulars:

1. Balance of Purchase Price and Payments: The parties hereby acknowledge that the present balance of the purchase price owed on said Real Estate Contract is the sum of \$23,643.42, with interest owed from June 1, 1989. The monthly installments are hereby reduced to the sum of \$325.70 per month, with the first revised installment to be due and paid on July 10, 1989, with a like sum due on the same day of each month thereafter until June 15, 1999, at which date the entire balance of the purchase price, together with interest, shall be paid in full. The interest rate of eleven (11%) percent per annum shall remain the same.

2. Late Charge: In the event the Purchasers shall be delinquent more than fifteen (15) days in making any payment, a late charge of five (5%) percent of the delinquent payment shall be made. The late charge will be computed monthly on all sums which are delinquent.

Registered ☒
Indexed, air ☒
Indirect ☒
Filed ☒
Mailed ☒

HEAR ☒ TAX ☒
AID ☒
Vtd Deputy
KAMAHIA COUNTY TREASURER

12789

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3. Change in Title and Occupancy: The rights to purchase granted by this Real Estate Contract are personal to the Purchasers, and Sellers' reliance upon Purchasers' ability and integrity are a part of the condition for this contract. Neither this contract, nor any interest therein, nor possession of the property may be assigned or transferred by the Purchasers, nor shall Purchasers make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of the Sellers. Any attempt at assignment and transfer by Purchasers in violation of the foregoing provisions may, at Sellers' option, be deemed a default by Purchasers and Sellers may declare the remaining contract balance, accrued interest and other sums owing by Purchasers to Sellers hereunder, immediately due and payable. Should Sellers give consent to Purchasers to transfer their interest in this contract, such consent shall not be considered a waiver of the provisions of this section on any subsequent purchasers, but shall remain in full force and effect during the entire term of this agreement.

In all other respects, the aforescribed contract between the parties shall remain in full force and effect.

DATED this 1st day of June, 1989.

Roger Malfait
Roger Malfait
Loretta Malfait
Loretta Malfait
"Sellers"

Eddie L. Banks
Eddie L. Banks
Patricia G. Banks
Patricia G. Banks
"Purchasers"

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me ROGER MALFAIT and LORETTA MALFAIT, husband and wife, 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 1st day of June, 1989.

[Signature]
Notary Public in and for the State of Washington, Residing at Carras
My appointment expires: 9-22-89

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STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me EDDIE L. BANKS and PATRICIA G. BANKS, husband and wife, 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 9th day of June, 1989.



Linda O. McDonald
Notary Public in and for the State of
Washington, Residing at Yacolt
My appointment expires: June 15, 1991

Unofficial Copy

AUDITOR
GARY M. OLSON

JUN 12 3 45 PM '89

FILED FOR RECORD
SKAMIA CO. WASH
BY MIADAMS TITLE

BOOK 114 PAGE 412

Form No. 1056-4
All Policy Forms

COMMITMENT NO. 2879

SCHEDULE C

The land referred to in this policy is situated in the State of WASHINGTON
County of SKAMANIA

and is described as follows:

That portion of the West half of Section 32, Township 2 North, Range 5 East, of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at a point South $89^{\circ}16'31''$ East 628.10 feet from the quarter corner common to Sections 31 and 32 of said Township and Range; thence North $00^{\circ}43'17''$ East 272.83 feet to the point of beginning of the tract herein described (said point being the Northwest corner of Lot 4 of the Short Plat hereinafter mentioned); thence South $89^{\circ}16'31''$ East 323.16 feet; thence South $00^{\circ}43'17''$ West 272.83 feet; thence South $26^{\circ}12'47''$ West 465.48 feet to the Buhman County Road; thence North $80^{\circ}13'59''$ West along said road 73.51 feet; thence North $0^{\circ}43'17''$ East 777.19 feet to the point of beginning of the tract herein described.

Also known as Lot 4 of Molfait Short Plat No. 3, recorded in Book 2 of Plats, Page 220B, in the Skamania County Records.

EXCEPT that portion lying within Buhman County Road.