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## MODIFICATION OF REAL ESTATE CONTRACTSON

It is mutually agreed by the parties hereto that that certain Real Estate Contract executed by and between NELSON L. MEAGHERS and RUTH M. MEAGHERS, husband and wife, therein called the "Seller", and DAMIEL L. LILLEGARD and JUDIE A. LILLEGARD, husband and wife, therein called the "Purchaser", dated August 1, 1979, and recorded August 30, 1979 in Book 77 at page 65 under Auditor's File No. 89325, Records of Skamania County, Washington, and amended by instrument dated May 25, 1990, in Book 119 at page 66, Auditor's File No. 109312, Records of Skamania County, Washington, and further amended by instrument dated october 12, 1990, with respect to the following described real estate in Skamania County, Washington:

That portion of Section 1, Township 2 North, Range 7 E.W.M., described as follows: Beginning at a point on the south line of Second Street 602 feet south and 260 feet north 89° 06' west of the intersection of the west line of the Henry Shepard D.L.C. with the north line of the said Section 1; thence south 80° feet to the initial point of the tract hereby described; thence north 86° feet to a point on the south line of Second Street; thence north 89° 06' west 50 feet; thence south 110 feet; thence east 32 feet; thence south 34 feet, nore or less, to the northerly right of way line of State Road 14; thence northeasterly along said right of way line to a point east of the initial point; thence west 40 feet, more or less, to the initial point.

TOGETHER WITH an easement for the use, maintenance and repair of the existing blower system 8 feet by 14 feet in size as now installed against the west wall of the existing body shop building on said premises.

is hereby modified as follows:

- 1. The unpaid balance in the amount of \$41,398.01 shall be paid in monthly instalments of \$650.00. The first payment is due on October 15th, 1992, and shall continue until the contract balance is paid in full.
- All payments to be made under said contract shall be made to Seller's account number 21-075925, at First Independent Bank, Stevenson, WA 98648.

EXCEPT as expressly modified and changed herein and by said instrument recorded under Auditor's File No. 109312, said contract shall remain in full force and effect as originally executed.

IN WITHESS WHEREOF, the parties hereto have executed this instrument this 16th day of November, 1992.

SEALER:

PHTH M. WEAGHERS

PURCHASERS:

DANIEL L. LILLEGARD

JODIE A. LILLEGARD

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exempt

7-1-1-250 P. 1-250 P. 1-4-1-450 P. 1-4-1-450

STATE OF OREGON )

SECOUNTY OF MARION )

On this day personally appeared before me RUTH M. MEAGHERS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13% day of October, 1992.

OFFICIAL SEAL

K. FETERSON

NOTARY PUBLIC - CREGON
COMMISSION NO A016297
MY COMMISSION EXPIRES AUG. 31, 1998

Notary Public in and for the State of Oregon, residing at Milm, Arigon

Commission expires

STATE OF WASHINGTON )

County of Skamania )

on this day personally appeared before me DANIEL L. LILLEGARD and JUDIE A. LILLEGARD, 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  $16 \, \mathrm{th}$  day of this 1992.

Notary Public in and for the State of Washington, residing at <u>Carson</u>

Commission expires 6-13-93

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