## AMENDMENT TO REAL ESTATE CONTRACT

This agreement is made and entered into this day below last written by and between Melvin J. Erpelding and Pilar E. Erpelding, husband and wife, and Benedict C. Sinatra,

## WITNESSETH:

WHEREAS, the parties have heretofore entered into a Real Estate Contract dated December, 1991 and recorded under Skamania County Auditor's number 112607; VOL 126 PAGE 542 ON 12-17-91.

WHEREAS, the said contract is in good standing and free of default;

WHEREAS, Purchaser is desirous of borrowing \$7,000.00,

WHEREAS, Sellers are willing to grant to purchaser the sum of \$7,000.00, and

WHEREAS, the parties desire to amend the aforesaid contract adding the above described grant to the outstanding balance and to increase the payments therein otherwise called for to be made;

NOW THEREFORE, it is hereby agreed by and between the parties that the above described contract shall be deemed to be amended to add thereto the following provisions to the same extent, purpose and effect as if the same had been included therein at the time of its original execution

- (1) Sellers have advanced and purchaser has received the sum of \$7,000.00 in cash which such amount shall be added to the outstanding balance due under the said contract and such additional amount shall bear interest at the rate of ten (10) percent per annum until paid; and
- (2) That in addition to the monthly payments of \$277.52 therein called for to be paid Purchaser shall pay the additional sum of \$12.94 per month for a total of \$290.46 per month or more at purchaser's election, commencing on November 1<sup>st</sup>, 2002 and continuing on the like date of each month thereafter until the entire amount, including the \$7,000.00 plus interest as above provided, shall have been paid in full.

Payments that are received by sellers that are more than 10 days late shall bear a late charge of \$50.00 the 1<sup>st</sup> day and \$10.00 each succeeding day to a maximum of \$100.00 each and any remaining late charge left unpaid by end of late month shall be added to balance of loan at like rate of interest in addition to all other remedies of Sellers in said contract provided.

In all other respects not inconsistent with the foregoing the said contract is hereby reaffirmed.

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