

AMENDMENT TO REAL ESTATE CONTRACT

THIS AMENDMENT is entered into the 29 day of January, 1959, by and between VERA M. BORIN, a widow, hereinafter called the "seller" and the PORTLAND COUNCIL OF CAMP FIRE GIRLS, INC., An Oregon corporation, hereinafter called the "purchaser",

W I T N E S S E T H:

WHEREAS, the parties did, of even date, enter into a real estate contract for the sale and purchase of the following described real estate situated in the County of Skamania, State of Washington, to-wit:

The East Half of the East Half ($E\frac{1}{2} E\frac{1}{2}$), and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4} NE\frac{1}{4}$), of Section 7; all of Section 8; the North Half ($N\frac{1}{2}$) of Section 9; and all of Section 17; All in Township 2 North, Range 5 E.W.M.; containing 1,800 acres, more or less.

SUBJECT TO: All easements, reservations and restrictions of record, together with easements and reservations to the public for any public roads heretofore laid out or established or now existing over and across any part of the acreage above described and further, SUBJECT TO such encroachments and conditions as a survey may disclose; and,

WHEREAS, the parties hereto desire to amend a said contract in the particulars hereinafter stated, and in all ^{other} particulars said contract shall remain in full force and effect,

NOW, THEREFORE, in and for consideration of the mutual promises hereinafter entered into between the parties, and in and for the consideration the parties entering into the original real estate contract of sale and purchase, it is agreed by the parties as follows:

1. That the seller will, provided if said contract is not in default at the time, execute and deliver to the purchaser a warranty deed to the property subject to the conditions and matters herein described, and excepting any part which may hereafter be ~~contained~~ ^{conveyed} free and clear of encumbrances except those mentioned herein and any that may accrue hereafter through any person other than the seller, at the ~~time~~ ^{end} of the year 1962; provided that, the purchaser will, at the time of the delivery of the deed, give to the seller herein as mortgagee, a first mortgage to secure the

balance of the money owed under the terms of the contract at the end of the year 1962; and provided further, that said mortgage shall maintain the same payment schedule and all other terms now in the real estate contract above referred to that are there for the protection of the seller.

2. It is further agreed by the parties, that in relation to the insurance provision of the real estate contract above-referred to and entered into by these parties, that in the event of a catastrophe for which insurance is payable, the seller may elect if this contract above referred to is in default, to apply her share of the proceeds of said insurance to bring the contract up to date with the balance applicable to replacing the item for which the insurance was collected. Or the seller may apply the whole of the proceeds of her share to the reconstruction of the item lost; and the purchaser herein agrees that any portion of insurance money received by them will be applied to the reconstruction of the item lost, and it is further agreed by the seller that if this contract is not in default at the time of a catastrophe, all of her portion of the insurance proceeds shall be applied to the reconstruction of the item lost.

3. It is further agreed by these parties that the real estate contract entered into by them on the date as described above, and the provisions therein stated, shall remain in full force and effect except as herein modified.

DATED this 29th day of January, 1959.

Vera M. Borin
Seller

PORTLAND COUNCIL OF CAMP FIRE GIRLS, INC.

By: Mrs. Roscoe C. Nelson
President

By: Mrs. Lennard W. Avalin
Secretary