

FORM 408

AMENDED
REAL ESTATE CONTRACT
 For Unimproved Property

THIS AMENDED CONTRACT, made this 23rd day of June, 1969 between
 CHATEAU PROPERTIES, INC., a Washington corporation hereinafter called the "seller" and
 BILL HOLMES, whose true name is WILLIAM E. HOLMES, hereinafter called the "purchaser,"
 an unmarried man since prior to August 15, 1966
 WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in SKAMANIA County,
 Washington:

LOT 17 of Block One of RIVER GLEN ON THE WASHOUGAL, according to the plat
 thereof recorded in Book "A" of Plats at page 132.

(Corrected from Lot 15)

Free of incumbrances, except: Covenants and Reservations of record

No. 6139
TRANSACTION EXCISE TAX

JUN 24 1969
 Amount Paid Paid - See No. 5235
Michael D. Damsell
 Skamania County Treasurer
 By

On the following terms and conditions: The purchase price is TWO THOUSAND SIX HUNDRED FIFTY
 and no/100----- (\$ 2,650.00) dollars, of which
 TWENTY FIVE and no/100 ----- (\$ 25.00) dollars

has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

\$ 25.00 on September 15, 1966 and \$ 25.00 on the 15th day of each succeeding
 calendar month, until the balance is paid in full. Said monthly payments
 shall included interest on diminishing balances at the rate of seven percent
 per annum beginning September 15, 1966.

Purchaser shall pay all taxes and assessments hereinafter levied against said
 property due and owing after the date of the original agreement.

THIS INSTRUMENT IS EXECUTED FOR THE PURPOSE OF CORRECTING CERTAIN ERRORS
 IN A PREVIOUSLY EXECUTED BUT UNRECORDED REAL ESTATE CONTRACT DATED AUGUST
 15, 1966, BETWEEN THE SAME PARTIES, ON WHICH EXCISE TAX HAS BEEN PAID AS
 OF SEPTEMBER 28, 1966 UNDER RECEIPT NO. 5235. ALL TERMS AND CONDITIONS
 HEREIN SHALL BE RETROACTIVE TO AUGUST 15, 1966, the date of the Original
 instrument.

The purchaser may enter into possession upon closing.

The property has been carefully inspected by the purchaser, and no agreements or representations per-
 taining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and
 any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste;
 and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any
 such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the
 purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without
 prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that
 any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason
 thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be
 required to expend in procuring such moneys.

If seller's title to said real estate is subject to an existing contract or contracts under which seller
 is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to
 make such payments in accordance with the terms thereof, and upon default, the purchaser shall have
 the right to make any payments necessary to remove the default, and any payments so made shall be
 applied to the payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a **Statutory Warranty Deed** deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a **Transamerica Title Insurance Company** standard form purchaser's title policy when the purchaser shall have paid **the balance owing in full** insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

SELLER CHATEAU PROPERTIES, INC., (Seal) XXXX
By [Signature] President (Seal)
PURCHASER [Signature] (Bill Holmes) (Seal)
Bill Holmes, whose true name is WILLIAM E. HOLMES



STATE OF WASHINGTON, } ss.
County of Clark

On this 23rd day of June, 1969, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Raymond J. Kittleson xxx President xxx Secretary, respectively, of Chateau Properties, Inc.

the corporation, who 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 authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness in hand and official seal hereto affixed the day and year first above written.

[Signature: Carol A. Alling]
Notary Public in and for the State of Washington,
residing at Vancouver

FORM 253, ACKNOWLEDGMENT OF CORPORATION

Transamerica Title Insurance Co

A Service of
Transamerica Corporation

71139

Filed for Record at Request of
Name.....
Address.....
City and State.....

REGISTERED	<u>6</u>
INDEXED-DIR	<u>6</u>
INDIRECT	<u>6</u>
RECORDED	<u>6</u>
COMPALED	<u>6</u>

THIS SPACE RESERVED FOR RECORDER'S USE:
STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
[Signature]
OF Stinson & Son, Inc.
AT 3:00 June 24, 1969
WAS RECORDED IN BOOK 61
OF Deed AT PAGE 15-16
RECORDS OF SKAMANIA COUNTY, WASH
[Signature]
COUNTY AUDITOR
[Signature]