

AMENDMENT TO REAL ESTATE CONTRACT

THIS AMENDMENT, made and entered into on this 30th day of August, 1976, by and between GROVER C. BURCH, JR. and FREDA J. BURCH, husband and wife, hereinafter referred to as "SELLERS", and BARK ASSOCIATES, a Joint Venture, hereinafter referred to as "BUYER".

WHEREAS, the said Sellers and PHILLIP J. HARDER and MELINDA D. HARDER, husband and wife, entered into a Real Estate Contract on the 29th day of July, 1974, for the sale of the following described real property:

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

The North half of the Southwest Quarter (N 1/2 SW 1/4) of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.

SUBJECT TO Easements and rights of way for County Road No. 109, known and designated as the Shields-Skye Road,

and

WHEREAS, the Purchaser's right, title and interest was assigned to BARK ASSOCIATES, and

WHEREAS, the monthly payments for the payment of a balance due under the Real Estate Contract are FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$517.00) per month, and

WHEREAS, the declining balances of the purchase price shall bear interest at the rate of seven and one-half per cent (7 1/2%) per annum, and

WHEREAS, the said Parties hereto are desirous of amending the Real Estate Contract.

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No. 4777
TRANSACTION EXCISE TAX

JUN 7 - 1977

Amount Paid: \$2,547.00

Skamania County Treasurer

By: [Signature] Clerk

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

I. It is specifically understood by the Parties hereto that this Contract shall be amended by reducing the monthly payment from FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$517.00) to THREE HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$327.00) per month. That the reduced monthly payment shall be effective as of the June, 1976, payment.

II. It is specifically understood that the interest rate on the balance of the purchase price which is now due, shall be increased to the rate of eight and one-half per cent (8 1/2%) per annum, and that said increased rate of interest shall be effective as of July 5, 1976 on a balance due of TWENTY-THREE THOUSAND ONE HUNDRED SIX AND 52/100 DOLLARS (\$23,106.52).

All other terms of the Contract of Sale shall remain the same.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

GROVER C. BURCH, JR.

FREDA J. BURCH

SELLERS

BARK ASSOCIATES, a Joint Venture

by [Signature]

attest [Signature]

BAXIARD & CO., an Idaho corporation

VERNON CLARK

GENEVIEVE CLARK

BUYER

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That we, Genevieve Clark and Vernon Clark, of the City of Emmett, County of Gen, State of Idaho have made, constituted and appointed, and by these presents do make, constitute, and appoint Richard Clark of the City of Boise, County of Ada, and State of Idaho, our true and lawful attorney for us and in our name, place and stead, and for our use and benefit to ask, demand sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now, or shall hereafter become due, owing, payable or belonging to us, and have, use and take all lawful ways and means in our name or otherwise for the recovery thereof by attachments, arrests, distress or others sufficient discharges for the same, for us, or in our name, to make, seal and deliver; to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments and accept the seizin and possession of all lands and all deeds and other assurances, in the law therefor, and to lease, let, mortgage, demise, bargain, sell, remise, release, convey, and hypothecate lands, tenements and hereditaments, upon such terms and conditions and under such covenants, as he shall think fit. Also, to bargain and agree for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action and other property in possession or in action, and to make, do and transact all and every kind of business of what nature or kind soever, and also for us and in our name, and as our act or deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignment of leases, covenants, indentures, agreements, mortgages, hypothecations, bills of lading, bills, bonds, notes,

receipts, evidences of debts, checks, releases and satisfactions of mortgage, judgments, and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises,

Giving and granting unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as we might or could do if personally present, with full power of substitution or delegation, hereby ratifying and confirming all that our said attorney or his substitute or substitutes, shall lawfully do or cause to be done by virtue of these presents, it being specifically understood that this power of attorney shall apply to all but only transactions covering our interest in Bark Associates, a joint venture.

IN WITNESS WHEREOF, I have hereunto signed our name this 1st day of July, 1945

Vernon Clark
Vernon Clark
Genevieve Clark
Genevieve Clark

State of Idaho
County of Ada

On this 1st day of July, 1945, before me a notary public in and for said State, personally appeared Vernon Clark and Genevieve Clark, his wife and all wife known to me to be the persons whose names subscribed to the within instrument, and acknowledge that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

James T. Nunn
Notary Public, residing at 212 E. 2nd St.
Commission Expires 7-1-47

STATE OF IDAHO
COUNTY OF _____

In this 27th day of August, 1976, before me, a Notary Public in and for said State, personally appeared ROBERT E. CLARK, JR. and FRANK J. CLARK, husband and wife, and JOAN E. CLARK and JOAN E. CLARK, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Robert E. Clark
NOTARY PUBLIC
Residing in IDAHO
My Commission expires OCT 9, 1978

STATE OF IDAHO }
COUNTY OF Ada } ss

On this 30th day of August, 1976, before me, a Notary Public in and for said state, personally appeared Robert E. Clark, Jr. and Joan E. Clark, known to me to be the President and Secretary of the corporation that executed this instrument on behalf of the Joint Venture, and acknowledged to me that such corporation executed the same instrument on behalf of said Joint Venture.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Joan E. Clark
NOTARY PUBLIC
Residing in Idaho
My Commission expires 1-14-80

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State of Idaho
County of Ada

On the 30th day of August, 1976, before me, a notary public in and for said State, personally appeared Richard P. Clark, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Robert E. Clark and Joan E. Clark, husband and wife, and acknowledged to me that they executed the same.

persons, witnesses of data, release, release and satisfaction of mortgages, judgments, and other debts, and each other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

Order and granting unto our said attorney full power and authority to do and perform all and every act and thing whichsoever requisite and necessary, to be done in and about the premises, as fully in all intents and purposes as we might or shall do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that our said attorney or his substitutes or substitutes, shall lawfully do or cause to be done by virtue of these presents, it being specially understood that this power of attorney shall apply to all but only transactions covering our interest in Bank Associates, a joint venture.

IN WITNESS WHEREOF, I have hereunto signed our name this 1st day of July, 1935.

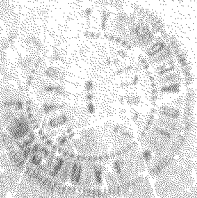
Veronica Clark
Veronica Clark
Genevieve Clark
Genevieve Clark

State of Idaho
County of Blaine

On this 1st day of July, 1935, before me a notary public in and for said State, personally appeared Veronica Clark and Genevieve Clark husband and wife known to me to be the persons whose names subscribed to the within instrument, and acknowledge that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Frederic J. Murphy
Notary Public Residing at Idaho
Commission Expires July 1st 1935



POWER OF ATTORNEY

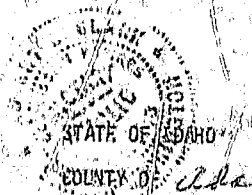
KNOW ALL MEN BY THESE PRESENTS:

That we, Genevieve Clark and Vernon Clark, of the City of Emmett, County of Gen, State of Idaho have made, constituted and appointed, and by these presents do make, constitute, and appoint Richard Clark of the City of Boise, County of Ada, and State of Idaho, our true and lawful attorney for us and in our name, place and stead, and for our use and benefit to ask, demand sue for, recover collect and receive all such sums of money debts, dues, accounts, legacies, requests, interests, dividends, annuities and demands whatsoever as are now, or shall hereafter become due, owing, payable or belonging to us, and have, use and take all lawful ways and means in our name or otherwise for the recovery thereof by attachments, arrests, distress or others sufficient discharges for the same, for us, and in our name, to make, seal and deliver; to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments and accept the seizure and possession of all lands and all deeds and other assurances, in the law therefor, and to lease, let, mortgage, demise, bargain, sell, remise, release, convey, and hypothecate lands, tenements and hereditaments, upon such terms and conditions and under such covenants, as he shall think fit. Also, to bargain and agree for, buy sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action and other property in possession or in action, and to make, do and transact all and every kind of business of what nature or kind soever, and also for us and in our name and as our act or deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignment of leases, covenants, indentures, agreements, mortgages, hypothecations, bills of lading, bills, bonds, notes,

... ATTNEYS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Robert C. Clark
NOTARY PUBLIC
Residing in Idaho

My Commission expires 1977



On this 30th day of August, 1976, before me, a Notary Public, and for said state, personally appeared Richard P. Clark James C. Mitchell, known to me to be the President and Secretary of the corporation that executed this instrument on behalf of the Joint Venture, and acknowledged to me that such corporation executed the same instrument on behalf of said Joint Venture.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

James C. Mitchell
NOTARY PUBLIC
Residing in Idaho
My Commission expires 1977

AMENDMENT TO REAL ESTATE CONTRACT, p.3

State of Idaho
County of Ada

On the 30th day of August, 1976, before me, a notary public, in and for said State, personally appeared Richard P. Clark, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Vernon Clark and Genevieve Clark, husband and wife, and acknowledged to me that he subscribed the names of Vernon Clark and Genevieve Clark thereto as principals and his own name as