



## AMENDED REAL ESTATE EXCHANGE AGREEMENT

THIS AGREEMENT made and entered into this 13th day of August, 1979, by and between BONNIE D. HUMPHREYS hereinafter referred to as the Seller and BERNARD J. HEAVEY, JR. hereinafter referred to as the Purchaser:

## W I T N E S S E T H :

The parties hereto previously entered into a real estate exchange agreement dated December 22, 1976, consisting of four (4) pages and recorded at pages 121, 122, 123, and 124 of Book 72 of Deeds, under Auditor's File No. 83412, Records of Skamania County, Washington. Said contract by this reference is incorporated herein as though fully set out and attached hereto.

The seller understood the above referenced contract to have conveyed a parcel of real estate free and clear of any liens from the purchaser to the seller. In fact, the property conveyed to the seller was subject to an existing lien in favor of Riverview Savings Association.

NOW, THEREFORE in order to correct said mutual mistake the parties agree as follows:

Said contract is hereby amended in total as follows: The purchaser agrees to purchase from the seller the following described property:

All that portion of Lots 11 and 12, Section 36, Township 3 North, Range 7 1/2 E.W.M., lying south of the Spokane, Portland and Seattle Railroad right of way and east of a line described as follows: Commencing at a point on the south line of the S. P. & S Railway Company's right of way which is 917.34 feet south and 422.3 feet east of the northeast corner of the Shepard Donation Land Claim, thence south 07° 35' 00" west to the Columbia River.

EXCEPTING that portion conveyed by Skamania County to

J.H. Zeverly by deed recorded at page 535, Volume "T" of Deed Records of said County.

ALSO EXCEPTING a plot of ground 35' by 35' in dimension upon which is located a private cemetery of the Samantha E. Bevans family. Said property is located in Skamania County, Washington.

SUBJECT TO a flowage easement granted to the United States of America as follows: All that portion of the above-described tract of land lying above elevation 72.00 feet Mean Sea Level and below elevation 82.40 feet Mean Sea Level.

TOGETHER WITH all right, title and interest of the Grantor, if any, in the shorelands of the second class conveyed by the State of Washington fronting and abutting upon Government Lots 11 and 12 aforesaid.

for the total purchase price of \$ 74,089.92. Said purchase price is computed as follows: (1) the unpaid balance of the promissory note referred to in Paragraph 1 of the above referenced contract plus (2) the unpaid balance of the outstanding mortgage to Riverview Savings Association recorded at Volume 52, Page 413, Book of Mortgages, Records of Skamania County, Washington, in the approximate amount of Twenty-Six Thousand and No/100 (\$26,000.00) Dollars and (3) Three Hundred and No/100 (\$300.00) Dollars of the attorney's fees incurred by the seller to date to Larry O. Klossner with regard to this matter. The total of said purchase price shall bear interest at the rate of nine per-cent (9%) per annum on the unpaid principal balance and shall be amortized over a 15 year period payable monthly at the rate of \$ 760.70 per month. The first payment being due on the 22nd day of September, 1979, and a similar payment due on the same day of each month thereafter until paid.

In consideration of the increased interest rate on the whole of said contract balance and the increase in the principal amount of the contract balance the parties agree that the property pre-

iously conveyed to the seller by the purchaser is hereby ~~recited~~  
and the seller assumes and agrees to pay the outstanding mortgage  
according to its terms, recorded at Volume 52, Page 413,  
Book of Mortgages, Skamania County Auditor.

Seller agrees the buyer shall have the right to make larger monthly payments or to pay said purchase price sooner than fifteen years or at any time without penalty. Interest shall be computed monthly upon the unpaid principal balance. All payments shall be applied first to interest due and then to the principal balance.

Bonnie D. Humphreys  
BONNIE D. HUMPHREYS

Bernard J. Heavey, Jr.  
BERNARD J. HEAVEY, JR.

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STATE OF WASHINGTON) ) ss:  
COUNTY OF SKAMANIA )

On this day personally appeared before me BONNIE DB. HUMPHREYS, 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 13th day of  
 August, 1979.

NOTARY PUBLIC in and for the State  
of Washington, residing at Stevenson.

STATE OF WASHINGTON) ss:  
COUNTY OF KING )

On this day personally appeared before me BERNARD J. HEAVEY, JR., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of April 1979.

NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle