

## ADDENDUM TO REAL ESTATE CONTRACT

THIS ADDENDUM dated this 6th day of August, 1980, by and between MERLE TALENT as his separate estate, Seller, and WILLAMETTE LAND, INC., an Oregon Corporation, Purchaser,

As partial consideration for the settlement of the lawsuit initiated by the Seller against Purchaser in the Superior Court of the State of Washington for Skamania County under Cause No. 6597, it is hereby agreed that the Real Estate Contract entered into by the parties on the 27th day of March, 1978 and recorded under Skamania County Auditor's No. 86027 in Book 74, Page 499, is hereby amended to include the following addendum:

Addendum No. 1: Seller may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Purchaser, it being stipulated that Purchaser's agreement to pay intermediate installments or to repay items repayable by the Purchaser, is independent of Seller's agreement to execute and deliver to Purchaser deed releases or a statutory warranty fulfillment deed, and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

Addendum No. 2: It is stipulated by and between the parties that a condition precedent to the assertion of any claim, counter-claim or defense under this contract by Purchaser is that all payments required to be made by Purchaser shall be current as of the time of making such claim, counter-claim or defense.

Addendum No. 3: In the event the Purchaser is in default of any provision of this contract with respect to payment of money, in addition to any other remedy which the Seller may have, the Seller may elect to accelerate this contract by declaring the entire unpaid balance due and owing.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Merle Talent  
MERLE TALENT

WILLAMETTE LAND, INC.

By: Timothy N. Sapp  
TIMOTHY N. SAPP, President

J. E. Sapp  
J. E. SAPP, Secretary

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me MERLE TALENT, 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 30<sup>th</sup> day of July, 1980.

Wayne L. Ferguson  
Notary Public in and for the  
State of Washington, residing  
at Stevenson.

STATE OF WASHINGTON )  
 ) SS.  
County of Clark )

On this 16<sup>th</sup> day of August, 1980, personally appeared before me TIMOTHY N. SAPP and J. E. SAPP, to me known to be the President and Secretary, respectively, of WILLAMETTE LAND, INC., the corporation that executed the foregoing instrument, and acknowledged 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 they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 16<sup>th</sup> day of August, 1980.

Wayne L. Ferguson  
Notary Public in and for the  
State of Washington, residing  
at Vancouver