

115358

BOOK 127 PAGE 144

## NOVATION AND AMENDED CONTRACT AGREEMENT

THIS AGREEMENT, entered into this 14th day of December, 1992, by and between HAZEL R. GRESLI, the original contract seller under that certain Real Estate Contract dated the 22nd day of December, 1980, by and between Hazel R. Gresli, as Seller, and Theodore L. Austad and Rosemary J. Austad, husband and wife, as Purchasers ("the Austads"), and recorded under Auditor's File No. 91797, on December 22, 1980, in Book 79, Page 107, Deed records of Skamania County, Washington, hereinafter referred to as "Gresli", and SHANE JORDAN, in his capacity as Personal Representative of the estate of JOSEPH G. JONES and SHERI LYNN JONES, deceased, who were the assignees of the original purchasers under the above referenced contract, the Austads, hereinafter referred to as "the Estate", and as heir to said estate, hereinafter referred to as "Jordan", and DENNIS CLARK and PAULA CLARK, husband and wife, the assignees/purchasers from the estate, hereinafter referred to as "the Clarks", WITNESSETH:

WHEREAS, Gresli is willing to consent to and agree to a novation occurring whereby she will look solely to the subject property of the above-referenced contract and to the new contract assignees/purchasers, the Clarks, NOW, THEREFORE,

1. In consideration of Gresli's consent, Jordan and the Clarks agree that the contract referred to above is hereby amended by the addition of the following clause:

**"Costs and Attorney's Fees:** If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce their rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, arbitration and court costs, notice expenses, title search expenses, and reasonable attorney's fees (with or without arbitration or liti-

FILED FOR RECORD

SKAMANIA

BY Robert Leach

JAN 25 11 43 AM '93

GARY L. SON

N/A  
REAL ESTATE EXCISE TAX

Novation and Amended Contract Agreement - Page 1 of 3

JAN 25 1993

PAID See Ex 15484JW  
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Auditor  
 By: J. L. Parcel # 2-6-24-4-2000

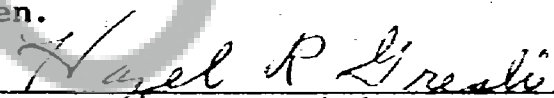
gation), and the failure of the defaulting party to promptly pay the same shall in itself constitute a further and additional default. In the event either party hereto institutes any action (including arbitration) to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for their court costs and reasonable attorney's fees. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate of 12% from the date of demand to and including the date of collection or the due date of any sum against which the same is offset. As regards the monthly payments called for in the contract, a default shall occur any time such payment is not made prior to the actual due date; i.e., the 5th day of each and every month during the term of said contract."

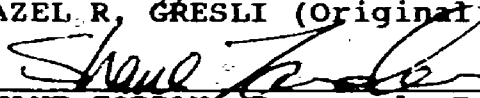
and

2. In further consideration of Jordan's payment of sufficient funds bringing the contract current, Gresli agrees that the novation substituting the Clarks for the Estate and the heirs of the Estate, and all of those from whom the Estate claimed their interest through, are hereby released from further liability under the contract and a novation has occurred; that she will look to the Clarks for all subsequent payments under the contract with the real estate itself as security for said payments.

3. NOTHING HEREIN shall prevent Jordan from protecting his interest in the property by curing any default on behalf of the Clarks and assuming the Clarks' position as contract purchaser.

IN WITNESS WHEREOF, all of the parties have executed this Novation and Amended Contract Agreement, effective as of the date and year first above written.

  
HAZEL R. GRESLI (Original Contract Seller)

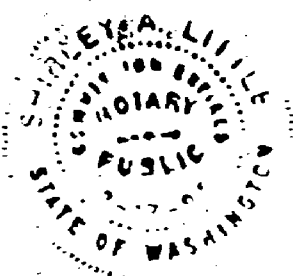
  
SHANE JORDAN, Personal Representative of the Estates of JOSEPH G. JONES and SHERI LYNN JONES, Deceased, and Heir to said Estate.

Dennis R. Clark  
DENNIS CLARK  
(Amended Contract Assignee/Purchaser)

Paula Clark  
PAULA CLARK  
(Amended Contract Assignee/Purchaser)

STATE OF WASHINGTON )  
County of Skamania ) ss.

On this 22<sup>nd</sup> day of January, 1992, personally appeared before me, HAZEL R. GRESLI, and acknowledged the foregoing instrument as her voluntary act and deed.



Shirley A. Preece  
Notary Public in and for the State of  
Washington, residing at Stevenson  
My commission expires 8-17-95

STATE OF Washington )  
County of King ) ss.

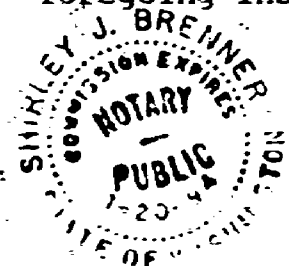
On this 14<sup>TH</sup> day of December, 1992, personally appeared before me, SHANE JORDAN, and acknowledged the foregoing instrument as his voluntary act and deed both in his individual capacity and in the capacity as Personal Representative of the estate of Joseph F. Jones and Sheri Lynn Jones, deceased.



Kim Jennings  
Notary Public in and for the State of  
Washington, residing at Seattle  
My commission expires 8-29-95

STATE OF WASHINGTON )  
County of Skamania ) ss.

On this 31<sup>st</sup> day of December, 1992, personally appeared before me DENNIS CLARK and PAULA CLARK, and acknowledged the foregoing instrument as their voluntary act and deed.



Shirley J. Brenner  
Notary Public in and for the State of  
Washington, residing at Stevenson, North Bonneville  
My commission expires 1-20-94