

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

JAN 24 11 18 AM '96

P. Lowry
AUDITOR
GARY H. OLSON

124326

BOOK 154 PAGE 979

AMENDMENT TO REAL ESTATE CONTRACT

For and in consideration of the mutual promises of the parties herein that certain real estate contract dated August 24, 1995, between Tracy and Lorraine Zoller, husband and wife, as Sellers, and Phillip T. and Sherri L. Zoller, husband and wife, as Purchasers, and was recorded September 6, 1995, under Auditor's File Number 123241, at Pages 240-249, Volume 152 of Deeds, records of Skamania County, Washington, and which real estate contract concerned itself with the purchase and sale of Northwestern Lake Cabin Site No. 15 (PD-13-WA-257) located in Section 2, Township 3 North, Range 10 East, Skamania County, Washington, is hereby amended as follows:

Article 5 titled Purchase Price is amended to read: "Purchase price for the Property is \$80,000.00 of which \$32,176.78 has been paid, the receipt of which is hereby acknowledged. The balance of \$47,823.22 shall be paid in monthly installments of \$485.16, or more, beginning January 1, 1999, and continuing on the same day of each month thereafter until the entire unpaid principal balance and any accrued unpaid interest shall be paid in full. Sellers understand that Purchasers have received funds from a lending institution under a signature loan allowing Purchasers to make a lump sum acceleration of payments under the Real Estate Contract to Purchasers. In exchange for Sellers' receiving \$32,176.78 from Purchasers, Sellers agree to allow Purchasers to forego making their monthly

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Amendment to Real Estate Contract
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17874

ESTATE EXCISE TAX
JAN 24 1996
AID exempt
W. H. G. N. Deputy
SKAMANIA COUNTY TREASURER

payments on the \$47,823.32 balance from January 1, 1996, until January 1, 1999.
 No interest shall accrue on the remaining principal balance until January 1, 1999, at
 which time the unpaid principal balance shall bear interest at the rate of nine
 percent (9%) per annum. Any payments made by purchaser to seller prior to
 January 1, 1999, shall reduce the remaining principal balance dollar for dollar.

"Sellers and Purchasers agree that this Amendment to the Real Estate
 Contract whereby Sellers forego receipt and Purchasers forego payment of the
 monthly amounts due, and interest on the principal balance is likewise frozen until
 January 1, 1999, is contingent upon Purchasers' agreement that the Sellers shall
 have the right to inquire of the lending institution as to whether Purchasers are
 current under their repayment schedule with the lending institution. Purchasers
 shall request that the lending institution notify Sellers in the event Purchasers are in
 default in their payments under the lending institution's loan repayment schedule.

"In the event Purchasers fail to cure their default and maintain a current
 repayment schedule with the lending institution under the signature loan
 agreement, Sellers shall have the right to immediately reinstitute the terms under
 the original Real Estate Contract and shall have the remedies available to them
 under Paragraph 18 of that agreement."

Article 8 titled Possession is amended to read: "Purchasers shall be entitled
 to the possession of the office space and business entrance described herein
 immediately. The remainder of Cabin Site No. 15 shall be available for occupancy
 by the purchasers on April 1, 1996, provided however that a sixty (60) day grace
 period is allowed to sellers."

The Purchasers herein further agree to fully comply with the Klickitat Valley
 Bank contract dated 1/18, 1996.

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Amendment to Real Estate Contract
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In all other respects the above-referenced real estate contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Purchaser and Sellers have signed and sealed this instrument on this ___ day of January, 1996.

Tracy Zoller
TRACY ZOLLER

Lorraine Zoller
LORRAINE ZOLLER

Phillip T. Zoller
PHILLIP T. ZOLLER

Sherri L. Zoller
SHERRI L. ZOLLER

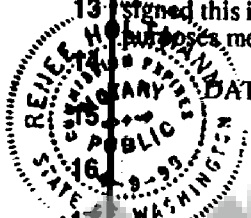
STATE OF WASHINGTON

COUNTY OF KICKITAT

} ss.

I certify that I know or have satisfactory evidence that Tracy Zoller and Lorraine Zoller signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 19, 1996



RENEE HOLTMANN

Renee Holtmann
Notary Public for Washington
Residing at Trout Lake
Commission expires: 9-99

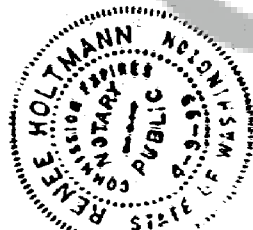
STATE OF WASHINGTON

COUNTY OF KICKITAT

} ss.

I certify that I know or have satisfactory evidence that Phillip T. Zoller and Sherri L. Zoller signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 19, 1996



RENEE HOLTMANN

Renee Holtmann
Notary Public for Washington
Residing at Trout Lake
Commission expires: 9-99

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