

Return Address:



P.O. Box 1099  
STEVENSON, WA 98648

<p><i>Document Title(s) or transactions contained herein:</i></p> <p style="text-align: center;">Mathany Real Estate Contract Modification</p>
<p><i>GRANTOR(S) (Last name, first name, middle initial)</i></p> <p style="text-align: center;">Port of Skamania County</p> <p><input type="checkbox"/> Additional names on page _____ of document.</p>
<p><i>GRANTEE(S) (Last name, first name, middle initial)</i></p> <p style="text-align: center;">Mathany, Bryan Scott and Kimberlen S.</p> <p><input type="checkbox"/> Additional names on page _____ of document.</p>
<p><i>LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)</i></p> <p style="text-align: center;">Lot 1 of the PORT OF SKAMANIA SHORT PLAT, recorded in Book 3 of short plats, Page 130, Skamania County Records</p> <p><input type="checkbox"/> Complete legal on page _____ of document.</p>
<p><i>REFERENCE NUMBER(S) of Documents assigned or released:</i></p> <p style="text-align: center;">AF 2005156971</p> <p><input type="checkbox"/> Additional numbers on page _____ of document.</p>
<p><i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i></p> <p style="text-align: center;">03-75-01-00-0301-00</p> <p><input type="checkbox"/> Property Tax Parcel ID is not yet assigned</p> <p><input type="checkbox"/> Additional parcel numbers on page _____ of document.</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.</p>

**MODIFICATION OF  
REAL ESTATE CONTRACT**

**PARTIES:** **PORT OF SKAMANIA COUNTY**, a Washington Municipal Corporation, hereinafter called the "Seller" and **BRYAN SCOTT MATHANY** and **KIMBERLEN S. MATHANY**, a Washington Marital Community, hereinafter called the "Purchaser."

**RECITALS:**

1. The parties entered into a Real Estate Contract dated April 18, 2005, for the sale and purchase of real property located in Skamania County, described as follows:

Lot 1 of the PORT OF SKAMANIA SHORT PLAT, recorded in Book 3 of short plats, Page 130, Skamania County records.

Tax Parcel No. 03-75-01-0-0-0301-00

2. The Purchaser has requested change to the payment terms contained in the Real Estate Contract. Specifically, Purchaser has requested that the Seller delete the lump-sum balloon payment due April 15, 2010, and the Port is willing to allow this change.

**MODIFICATION TO REAL ESTATE CONTRACT:**

**The original Price and Payment Terms are as follows:**

Price and Payment Terms

1. The purchase price is One Hundred Eighty Six Thousand Eight Hundred and 00/100 Dollars **(\$186,800.00)**, of which One Thousand and 00/100 Dollars **(\$1,000.00)** earnest money deposit has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the amount of One Hundred Eighty Five Thousand Eight Hundred and 00/100 Dollars **(\$185,800.00)** shall be paid as follows:
  - a. Purchaser shall pay an additional Seventeen Thousand Six Hundred Eighty Dollars **(\$17,680.00)** as a down payment at time of closing.
  - b. The remaining balance in the amount of One Hundred Sixty Eight Thousand Dollars One Hundred Twenty and 00/100 Dollars **(\$168,120.00)** shall be paid in monthly installments of One Thousand Eight Hundred Sixty Six and 78/100 Dollars **(\$1,866.78)** or more on or before the fifteenth day of each succeeding calendar month for the duration of this contract beginning May 15, 2005 and continuing until April 15, 2006. In addition to the monthly principal and interest payment, Purchaser shall pay an additional Nine Thousand Three Hundred Forty and

00/100 (**\$9,340.00**) Dollars (the "lump sum" payment) on or before April 15, 2006. The monthly payment of **\$1,866.78** shall thereafter be reduced, to One Thousand Seven Hundred Sixty Seven and 35/100 (**\$1767.35**) per month until the remaining loan balance shall be due and payable on April 15, 2010 (the "balloon payment" date). The amount due on the balloon payment date shall be the total of the principal and interest remaining unpaid plus any unpaid late charges, due at the time of the balloon payment.

c. Purchaser's monthly payment includes interest on the diminishing balance of the purchase price at the rate of six percent (6%) per annum from the 15<sup>th</sup> day of April, 2005 which interest shall be computed on the outstanding diminishing principal balance commencing on the first full month following closing of the Agreement, interim interest to be adjusted in escrow.

2. Purchaser agrees to pay five percent (5%) of any payment (for example, \$93.34) for the regular monthly payment due prior to payment of the lump sum) as reasonable liquidated damages, and not as a penalty, in the event that any regularly scheduled payment is made after the due date but prior to the expiration of 10 days from the due date, including, without limitation, the lump sum payment and the balloon payment. Such amounts shall be added to the principal balance remaining unpaid.

3. All payments to be made hereunder shall be made to: Port of Skamania County, PO Box 1099, Stevenson, WA 98648 or at such other place as the Seller may direct in writing.

4. As referred to in this contract, "Closing" shall be the date that the sale documents are recorded and escrow is prepared to disburse funds.

**Are hereby replaced with:**

Price and Payment Terms

1. The purchase price is One Hundred Eighty Six Thousand Eight Hundred and 00/100 Dollars (**\$186,800.00**), of which One Thousand and 00/100 Dollars (**\$1,000.00**) earnest money deposit has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the amount of One Hundred Eighty Five Thousand Eight Hundred and 00/100 Dollars (**\$185,800.00**) shall be paid as follows:

a. Purchaser shall pay an additional Seventeen Thousand Six Hundred Eighty Dollars (**\$17,680.00**) as a down payment at time of closing.

b. The remaining balance in the amount of One Hundred Sixty Eight Thousand Dollars One Hundred Twenty and 00/100 Dollars (**\$168,120.00**) shall be paid in monthly installments of One Thousand Eight Hundred Sixty Six and 78/100 Dollars (**\$1,866.78**) or more on or before the fifteenth (15<sup>th</sup>) day of each succeeding calendar month for the duration of this contract beginning May 15, 2005 and continuing until April 15, 2006. In addition to the monthly principal and interest payment, Purchaser shall pay an additional Nine Thousand Three Hundred Forty and 00/100 (**\$9,340.00**) Dollars (the "lump sum" payment) on or before April 15, 2006. The monthly payment of **\$1,866.78** shall thereafter be reduced, to One Thousand Seven Hundred Sixty Seven and

35/100 (\$1767.35) per month until the remaining principal and interest plus any unpaid late charges, due are paid in full.

c. Purchaser's monthly payment includes interest on the diminishing balance of the purchase price at the rate of six percent (6%) per annum from the fifteenth (15<sup>th</sup>) day of April 2005 which interest shall be computed on the outstanding diminishing principal balance commencing on the first full month following closing of the Agreement, interim interest to be adjusted in escrow.

2. Purchaser agrees to pay five percent (5%) of any payment (for example, \$93.34) for the regular monthly payment due prior to payment of the lump sum) as reasonable liquidated damages, and not as a penalty, in the event that any regularly scheduled payment is made after the due date but prior to the expiration of 10 days from the due date, including, without limitation, the lump sum payment and the balloon payment. Such amounts shall be added to the principal balance remaining unpaid.

3. All payments to be made hereunder shall be made to: Port of Skamania County, PO Box 1099, Stevenson, WA 98648 or at such other place as the Seller may direct in writing.

4. As referred to in this contract, "Closing" shall be the date that the sale documents are recorded and escrow is prepared to disburse funds.


Except as so modified, the original Real Estate Contract, including, without limitation, the requirement that **Time is of the Essence** of this contract, is hereby reinstated in its entirety.


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


**SELLER:**

**PURCHASER:**

**PORT OF SKAMANIA COUNTY**  
a Washington Municipal Corporation

  
 \_\_\_\_\_  
 Kevin Waters, President

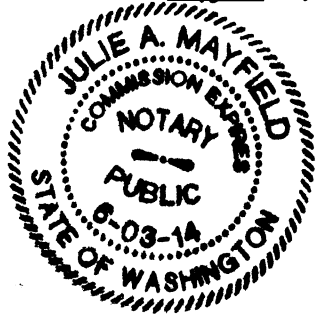
  
 Kimberlen S. Mathany

  
 \_\_\_\_\_  
 Bryan Scott Mathany

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAMANIA )

I certify that I know or have satisfactory evidence that **Kevin Waters** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **President** of the **Port of Skamania County** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 12<sup>th</sup> day of April, 2012.

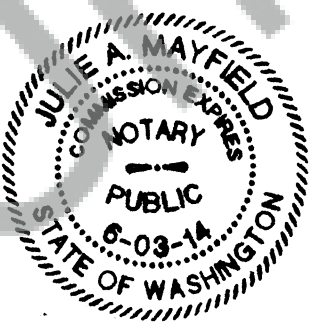


Julie A. Mayfield  
Print Julie A. Mayfield  
NOTARY PUBLIC in and for  
The State of Washington  
My commission expires 6-3-14

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAMANIA )

I certify that I know or have satisfactory evidence that **Brian Scott Mathany and Kimberlen S. Mathany** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11<sup>th</sup> day of April, 2012.



Julie A. Mayfield  
Print Julie A. Mayfield  
NOTARY PUBLIC in and for  
The State of Washington  
My commission expires 6-3-14