

WHEN RECORDED RETURN TO:

Clark County Title Company Inc
1400 Washington St., STE 100
Vancouver, WA
98660

DOCUMENT TITLE(S)

First Amendment to Real Estate Contract (document signed in counterparts)

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

2014000936

GRANTOR(S):

Corrine Tucker

GRANTEE(S):

Arthur Dayton and Carrie Dayton

ABBREVIATED LEGAL DESCRIPTION:

LOT 2 SP 2007168273

TAX PARCEL NUMBER(S):

01 05 04 0 0 0814 00

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. The fee for non-standard processing is \$50.00.

Signature of Requesting Party

FIRST AMENDMENT TO REAL ESTATE CONTRACT

This FIRST AMENDMENT TO REAL ESTATE CONTRACT (this "First Amendment") is entered into effective as of the 1st day of November, 2016, by and between Corrine Tucker, as her separate estate ("Seller"), and Arthur Dayton and Carrie Dayton, as husband and wife (collectively, the "Purchaser").

RECITALS

Seller and Russell Tolle and Quandao Tolle (collectively, the "Tolles") entered into that certain Real Estate Contract dated June 11, 2014 and recorded with the Skamania County Assessor's office on June 12, 2014 (AFN # 2014000936) (the "Contract"), pertaining to the sale and purchase of the property described in Exhibit "A" to the Purchase Agreement (defined below).

On or about October 23, 2016, the Tolles and Purchaser entered into that certain Vacant Land Purchase and Sale Agreement, including the exhibits and the addenda thereto (the "Purchase Agreement"), whereby the Tolles agreed to assign all their right, title and interest in and to the Contract to Purchaser, and Purchaser agreed to assume all such rights, title and interests in the Contract, pursuant to the terms and provisions of the Purchase Agreement.

On or about November 4th, 2016, the Tolles executed a Deed and Seller's Assignment of Real Estate Contract (the "Assignment"), whereby the Tolles assigned all their right, title and interest in and to the Contract and the Property (as defined below) to Purchaser.

Seller and Purchaser have agreed to amend and modify the Contract and are entering into this First Amendment for purposes of memorializing the terms of such amendment and modification of the Contract.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and for such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Terms used in this First Amendment with an initial capitalized letter which are not otherwise defined herein, shall have the meanings ascribed to them by the Contract.
2. Section 2 of the Contract shall be amended and restated in its entirety, as follows:
 2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in SKAMANIA County, State of Washington (the "Property"):

LOT 2 OF CRISPEN ROAD SHORT PLAT, RECORDED
UNDER SHORT PLAT NO. 2007168273, RECORDS OF
SKAMANIA COUNTY, WASHINGTON.

Tax Parcel Number: 01 05 04 0 0 0814 00

Abbreviated Legal: Lot 2 of Crispin Road Short Plat

3. Section 4 of the Contract shall be amended and restated in its entirety, as follows:

4. PURCHASE PRICE & PAYMENT. The purchase price to be paid for the Property shall be Seventy-Five Thousand Dollars (\$75,000) (the "Purchase Price"), payable by Purchaser to Seller's agent, Evergreen Contract Services ("Evergreen"), who shall deliver all such payments to Seller, as follows:

(a) INTEREST. Until the Purchase Price is paid in full, commencing December 1, 2016, interest shall accrue on the unpaid declining balance of the Purchase Price at the rate of five percent (5%) per annum, which shall be calculated on the actual number of days elapsed and a year of three hundred sixty (360) days.

(b) INSTALLMENT PAYMENTS. The Purchase Price and accrued interest shall be due payable on the first (1st) day of each calendar month, commencing December 1, 2016, in fifty-nine (59) equal and consecutive principal and interest payments of One Thousand Dollars (\$1,000) (the "Installment Payments") and one (1) final payment equal to the then-outstanding balance of the Purchase Price, and accrued but unpaid interest due thereon, to be made on or before November 1, 2021 (the "Final Payment Date").

(c) ASSUMED OBLIGATIONS. Purchaser is not assuming any monetary obligations which represent a lien, mortgage, or deed of trust on the Property, regardless of whether any such obligations are recorded against the Property or not. Seller agrees to deliver the Property to Purchaser free and clear of any monetary obligations against the Property, which are not caused by, or resulting from, Purchaser's possession of the Property.

(d) APPLICATION OF PAYMENTS. Payments made pursuant to this First Amendment shall be applied first to accrued but unpaid interest, then to the then-outstanding principal balance of the Purchase Price.

(e) PREPAYMENT. Purchaser may prepay the Purchase Price, in whole or in part, at any time without premium or penalty, together with accrued, but unpaid, interest on the principal amount of the Purchase Price so prepaid as of date of such prepayment.

4. Section 5 of the Contract shall be deleted in its entirety.

5. Section 8 of the Contract shall be amended and restated in its entirety, as follows:

8. FULFILLMENT DEED. Upon execution of this First Amendment, Seller shall deliver, or cause to be delivered, to Evergreen a Statutory Warranty Deed, which shall be recorded in the Skamania County Assessor's office, by Evergreen upon full and complete payment of the Purchase Price. The covenants of warranty in said deed shall not apply to any encumbrances expressly assumed by Purchaser in writing, or to defects in title arising subsequent to the date of this Contract by, through, or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

6. Section 16 of the Contract shall be amended and restated in its entirety, as follows:

16. RISK OF LOSS. Upon recordation of the Statutory Warranty Deed described in Section 8 hereof, Purchaser shall bear the risk of loss for destruction or condemnation of the Property.

7. Purchaser's address for notices set forth in Section 25 of the Contract shall be amended and restated, as follows:

"9108 Z Circle, Omaha, Nebraska 68127"

8. The Addendum attached to the Contract, which is titled "ADDENDA" shall be deleted in its entirety.

9. This First Amendment at the Statutory Warranty Deed described herein, shall be recorded in the records of the Skamania County, Washington assessor's office, or such other governmental office which is responsible for the recordation of documents and agreements pertaining to real property located in Skamania County, Washington.

10. Except as amended and modified by this First Amendment, Seller and Purchaser acknowledge that the Contract remains in full force and effect in accordance with its terms and hereby ratify and confirm the same. In the event of any discrepancy between the Contract and this First Amendment, the terms and provisions of this First Amendment shall control.

11. This First Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this First Amendment by signing such counterpart. Signatures transmitted by electronic communication such as facsimile or email shall have the same force and effect as original signatures when transmitted to the other party.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]**

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Copy

IN WITNESS WHEREOF, Seller and Purchaser have executed this First Amendment to be effective as of the day and year first above written.

SELLER:

Corrine Tucker, a single person

State of Washington)
) ss
County of _____)

I certify that I know or have satisfactory evidence that Corrine Tucker, as single person, is the person who appeared before me, and said person acknowledged to be her free and voluntary act for the uses and purposes mentioned in this First Amendment on this ____ day of November, 2016.

Notary Public

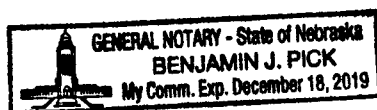
PURCHASER:

Arthur Dayton

Carrie Dayton

State of Nebraska)
) ss
County of Douglas)

I certify that I know or have satisfactory evidence that Arthur Dayton and Carrie Dayton, husband and wife, are the persons who appeared before me, and said persons acknowledged to be their free and voluntary act for the uses and purposes mentioned in this First Amendment on this 2 day of November, 2016.



Benjamin J. Pick
Notary Public

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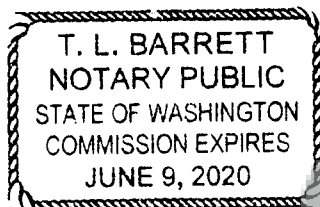
SELLER:



Corrine Tucker, a single person

State of Washington)
) ss
 County of Clark)

I certify that I know or have satisfactory evidence that Corrine Tucker, as single person, is the person who appeared before me, and said person acknowledged to be her free and voluntary act for the uses and purposes mentioned in this First Amendment on this 1st day of November, 2016.




 Notary Public

PURCHASER:

 Arthur Dayton

 Carrie Dayton

State of Nebraska)
) ss
 County of _____)

I certify that I know or have satisfactory evidence that Arthur Dayton and Carrie Dayton, husband and wife, are the persons who appeared before me, and said persons acknowledged to be their free and voluntary act for the uses and purposes mentioned in this First Amendment on this _____ day of November, 2016.

 Notary Public