

Skamania County, WA
Total: \$206.50 Pgs=4
MODAG
Request of: AMERITITLE - WHITE SALMON
eRecorded by: Simplifile

2022-000769

04/13/2022 02:34 PM

AFTER RECORDING RETURN TO:

**Amerititle
PO Box 735
White Salmon, WA 98672**

Document Title(s): Modification Agreement – Real Estate Contract

Reference Number(s) of Related Documents: 2017-002187

**Grantor(s): Carol S. York and Peter J. Fotheringham, Trustees of the York Fotheringham
Revocable Living Trust dated April 30, 2014**

Grantee(s): Erik Larson and Ana Pfister

Trustee: N/A

**Abbreviated Legal Description: Cabin Site #24 Northwester Lake, White Salmon, WA
98672**

Assessor's Property Tax Parcel/Account Number(s):

43 10 02 0 0 0424 00

Real Estate Excise Tax was paid on October 19, 2017, Excise #32867

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

When Recorded return to:
Carol S. York and Peter J. Fotheringham
C/O 1495 NW Garden Valley Blvd.
Roseburg, OR 97471

MODIFICATION AGREEMENT REAL ESTATE CONTRACT

This Agreement is made on April 12, 2022, by and between Carol S. York and Peter J. Fotheringham, Trustees of the York Fotheringham Revocable Living Trust dated April 30, 2014, as Seller and Erik Larson and Ana Pfister, a married couple, as Purchaser,

RECITALS

- A.** Purchaser is the maker of that certain Real Estate Contract dated October 12, 2017, with an amount financed by the Seller in the original amount of \$249,000.00, recorded on October 19, 2017 under Auditor's File No. 2017-002187, Records of Skamania County, Washington, and
- B.** The current unpaid principal balance of the Contract \$228,639.79 as of March 14, 2022 and interest on that sum is payable under the Contract at the rate of 5.00% per annum from March 14, 2022; and
- C.** Purchaser and Seller desire to modify the terms of the Contract as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement, Purchaser and Seller agree as follows:

- 1.** Purchaser hereby (a) agrees and guarantees that any extensions, renewals, or forbearance of any portion of the obligation evidenced by the Real Estate Contract shall in no way affect Purchaser's liability under the Contract; and (b) agrees to pay all principal and interest of the Contract in the time and manner set forth in paragraph 2, below.
- 2.** The terms for payment of the unpaid balance owing on the Contract and interest on that amount are modified as follows: interest shall continue to accrue at the rate of 5.00% per annum from March 14, 2022, and principal and interest payments shall be increased to \$1,808.07, beginning April 16, 2022 and continuing monthly thereafter until March 16, 2037, or upon the sale or refinance of the property secured herein, whichever

occurs first, at which time the entire unpaid principal balance and all accrued interest shall be due and payable in full.

3. Purchaser expressly represents that the property described in the Real Estate Contract is subject to no encumbrances subsequent to the Contract except taxes for the present fiscal year if not delinquent and that no one other than Purchaser has any interest in the property. This Agreement is executed by Seller, and is to be effective, only upon the foregoing conditions.

4. Seller hereby agrees to the amendment of the terms of the Real Estate Contract to the extent specifically set forth in this Agreement but only on the conditions stated in paragraph 3, above and on the further condition that the amendment shall not prejudice any present or future rights, remedies, or powers belonging or accruing to Seller under the terms of the Contract as hereby amended.

5. Except as otherwise provided in this Agreement, the Real Estate Contract shall remain unaffected, unchanged, and unimpaired by reason of the foregoing amendment.

6. In this Agreement, whenever the context so requires, the masculine gender includes the feminine and /or neuter, and the singular number includes the plural.

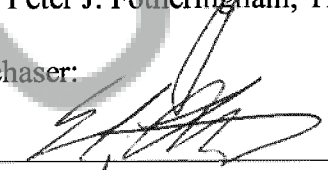

Seller:

The York Fotheringham Revocable Living Trust
Dated April 30, 2014

BY: 
Carol S. York, Trustee

BY: 
Peter J. Fotheringham, Trustee

Purchaser:


Erik Larson

Ana Pfister

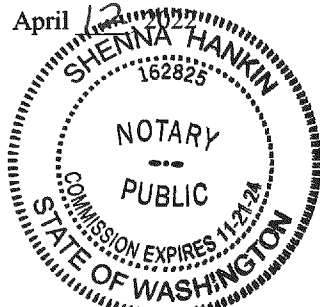
STATE OF WASHINGTON

SS.

COUNTY OF KLIKITAT

I certify that I know or have satisfactory evidence that PETER J. FOTHERINGHAM and CAROL S. YORK (is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: April 12, 2022



Notary name printed or typed: Shenna Hankin
Notary Public in and for the State of Washington
Residing at White Salmon
My appointment expires: 11/21/2024

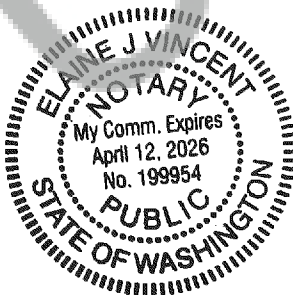
STATE OF WASHINGTON

SS.

COUNTY OF KLIKITAT

I certify that I know or have satisfactory evidence that ERIK LARSON and ANA PFISTER (is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: April 13, 2022



Notary name printed or typed: Elaine Vincent
Notary Public in and for the State of Washington
Residing at White Salmon
My appointment expires: 04.12.2026