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K- 35549

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AMENDMENT TO CONTRACT OF SALE

\* \* \* \* \*

THIS AGREEMENT made and entered into this 2nd day of August, 1982, by and between BERTHA A. HULTMAN, hereinafter called Seller and JAMES R. MIGLIACCIO, hereinafter called Purchaser;

W I T N E S S E T H:

WHEREAS, Seller entered into a Contract of Sale for purchase of certain real and personal property on the 6th day of November, 1978 with ROBERT T. MALCOMB and ROBERT T. MALCOMB subsequently assigned all of his Purchaser's interest in said Contract of Sale to JAMES R. MIGLIACCIO as of the 2nd day of August, 1982.

WHEREAS, the Seller and Purchaser wish to amend certain terms of the Contract of Sale.

IN CONSIDERATION of the mutual covenants contained herein, Seller and Purchaser agree as follows:

1. We hereby amend Paragraph 2., sub-paragraphs a, b, c, and d of Purchase Price of said Contract of Sale, on page one and two thereof, which now reads:

"2. Purchase Price. Purchaser promises to pay as the total purchase price for the property the sum of \$50,000.00. Such amount shall be paid as follows:

(A) The sum of \$500.00 which has previously been paid as earnest money;

(B) The further sum of \$6,500.00 which shall be paid upon the execution of this Contract of Sale;

(C) The remaining balance of \$43,000.00, including interest from the date of this Contract, at 8 1/2% per annum, shall be paid in monthly installments of \$373.17, including interest. The first of said installments shall be paid on the 6th day of December, 1978, and a like payment on the 6th day of

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each and every month thereafter, until five years from the date of this Contract, at which the entire balance of principal and interest shall be immediately due and payable.

(D) It is specifically understood by and between the parties that in the event of an assignment by the Purchaser of this Contract, before the fifth anniversary of this Contract of Sale, the balance of principal and interest shall become immediately due and payable."

so that the same shall now read:

"2. Purchase Price. The remaining principal and interest, as of August 2, 1982, for the said property is the sum of \$39,630.46, and such amount shall be paid as follows:

(A) The sum of \$10,000.00 which shall be paid upon the execution of this Amendment to Contract of Sale;

(B) The remaining balance of \$29,630.46 shall bear interest at the rate of 13% from August 2, 1982 and shall be paid in monthly installments of \$674.64, including interest. The first of said installments shall be paid on the 6th day of September, 1982, and a like payment on the 6th day of each and every month thereafter, until five years from the date of this Amendment to Contract, at which time the entire remaining balance of both principal and interest shall be immediately due and payable.

(C) It is specifically understood by and between the parties that in the event Purchaser wishes to pay the remaining principal and interest in any other manner than as set forth in sub-paragraph (B) above or to pay the balance of the principal and interest in full prior to the expiration of five years from the date of this Amendment to Contract of Sale, in that event the Purchaser agrees to first obtain the written consent of Seller.

2. Except as hereinabove modified, the provisions of that certain Contract of Sale, dated the 6th day of November, 1978,

which was subsequently assigned on the 2nd day of August, 1982,  
shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed  
this instrument as of the day and year first above written.

SELLER:

*Bertha A. Hultman*  
BERTHA A. HULTMAN

PURCHASER:

*James R. Migliaccio*  
JAMES R. MIGLIACCIO

STATE OF OREGON           )  
County of Klamath       ) ss.

Personally appeared the above-named BERTHA A. HULTMAN and  
acknowledges the foregoing instrument to be her voluntary act  
and deed.

BEFORE ME:

*Susan Kay Way*  
Susan Kay Way  
Notary Public for Oregon  
My commission expires 6/4/1985

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON           )  
County of Klamath       ) ss.

Personally appeared the above-named JAMES R. MIGLIACCIO and  
acknowledges the foregoing instrument to be his voluntary act  
and deed.

BEFORE ME:

*Susan Kay Way*  
Susan Kay Way  
Notary Public for Oregon  
My commission expires 6/4/1985

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

Unless a change is requested  
all future tax statements shall  
be sent to:

Mr. James R. Migliaccio

AFTER RECORDING RETURN TO:

BOIVIN & BOIVIN, P. C.  
Attorneys at Law  
110 North Sixth Street  
Klamath Falls, Oregon 97601

AMENDMENT, PAGE THREE.

STATE OF OREGON, )  
County of Klamath )

Filed for record at request of K.C.T.

On this 11 day of August A.D. 19 82  
at 11:34 o'clock A M, and duly  
recorded in Vol. M 82 of Deeds  
page 10316

EVELYN BIEHN, County Clerk

By *[Signature]* Deputy

Fee 12.00