

Return to:
SCHACHT & HICKS
Attorneys at Law
P. O. Box 1165
Mount Vernon, WA 98273

SKAGIT COUNTY AUDITOR
KATHY HILL

96 JAN 10 A10:06

AGREEMENT AMENDING

9601100015

AGREEMENT TERMINATING TENANCY IN COMMON AGREEMENT

RECORDED _____ FILE _____
REQUEST OF _____

The undersigned parties on or about the 10th day of January, 1994, executed an Agreement Terminating Tenancy in Common Agreement which the parties by this agreement desire to further amend and modify, which agreement was recorded under Skagit County Auditor's No. 9401260093 and secured by a Deed of Trust recorded under Auditor's File No. 9401260094.

The parties agree as follows:

1. The principal balance effective January 10, 1996, shall be the sum of Sixty-nine Thousand Dollars (\$69,000.00), which sum includes the Sixty-five Thousand Dollar (\$65,000.00) original principal balance plus interest at the rate of three percent (3%) per annum which has accrued upon the Sixty-five Thousand Dollar (\$65,000.00) original principal balance.

2. The new principal balance of Sixty-nine Thousand Dollars (\$69,000.00) commencing January 10, 1996, shall bear interest at the rate of seven percent (7%) per annum.

3. Principal and interest payments of One Thousand Forty-one Dollars (\$1,041.00) shall commence on the 10th day of February, 1996, and shall be paid on the 10th day of every month thereafter until paid, provided, however, the entire principal and interest balance shall be all due and payable on or before January 10, 1999. A five percent (5%) late charge of the then payment due shall be payable in addition to the regular principal and interest payment of One Thousand Forty-one Dollars (\$1,041.00) if any such payment is not received by the close of business on the 20th day of any such month.

4. The entire principal and interest shall be due and payable in the event that PLAZZA CONSTRUCTION, INC., shall sell the property which is the subject of this agreement to any third party or in any way transfer any interest in and to the property.

9601100015

EX 1510P60201

5. The parties shall divide equally any attorney's fees and costs incurred for the services of SCHACHT & HICKS, attorneys, in the preparation of these documents.

6. In the event the services of an attorney are incurred to enforce any covenant, condition or term of this agreement or to procure an adjudicated or voluntary termination of any party's rights hereunder, including an action to collect any payment required hereunder, the parties agree that the nonprevailing party shall pay a reasonable sum as attorney's fees, whether or not suit is commenced, together with all court costs, costs of searching records, and costs of serving any notices required by law. Failure to pay said attorney's fee and costs incurred shall be deemed a substantial breach of this agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands this 29 day of December, 1995.

PIAZZA CONSTRUCTION, INC.

By

JOHN J. PIAZZA, President

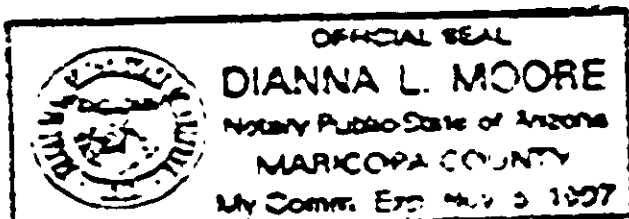
Dennis J. Beaton
DENNIS J. BEATON

Lynda R. Beaton
LYNDA R. BEATON

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

I certify that I know or have satisfactory evidence that DENNIS J. BEATON and LYNDA R. BEATON, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 22nd, 1995.



Dianna L. Moore
Printed name: DIANNA L. MOORE
Notary Public in and for the state of
Arizona, residing at San City West
My commission expires: 11-5-97

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JOHN J. PIAZZA 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 President of PIAZZA CONSTRUCTION, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 29, 1995.

Ray L. Negley
Printed name: RAY L. NEGLEY
Notary Public in and for the state of
Washington, residing at Mount Vernon
My appointment expires: 2-15-96

3601100015

BK151060203