

WHEN RECORDED RETURN TO:

Richard Steegstra  
3617 Gorin Place  
Everett WA 98208



201609140014

Skagit County Auditor

\$76.00

9/14/2016 Page

1 of

4 10:21AM

COVER SHEET

DOCUMENT TITLE: MODIFICATON OF REAL ESTATE CONTRACT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

201107050141

GUARDIAN NORTHWEST TITLE CO.

112521

GRANTOR(S): HARKER GROUP LIMITED, LLC

GRANTEE(S): RICHARD N. STEEGSTRA and JUNE L. STEEGSTRA, husband and wife

ABBREVIATED LEGAL DESCRIPTION: Portion of NW SE, 31-34-03

TAX PARCEL NUMBERS: P22991/340331-0-021-0013 and P22989/340331-0-020-0006

## MODIFICATION OF REAL ESTATE CONTRACT

**Parties:** The parties to this Modification are Harker Group Limited, LLC, a Wyoming limited liability company (hereafter "Harker" or "Purchaser"), and Richard N. Steegstra and June L. Steegstra, husband and wife (hereafter "Steegstra" or "Sellers").

**Original Contract:** This Modification is an amendment of the original Real Estate Contract dated June 23, 2011 and recorded at Skagit County recording number 201107050141 between Allen D. Elliott and Chris Stine Elliott, husband and wife, as sellers, and Harker Group Limited, LLC, a Wyoming limited liability company, as purchaser for the sale and purchase of real estate located in Skagit County, Washington (hereafter "Contract").

**Assignment of Contract:** This Modification is made upon contemplation that Steegstra will become Sellers in the Contract by a Deed and Sellers' Assignment of Real estate Contract from Allen D. Elliott and Chris Stine Elliott, husband and wife.

**Modification:** The parties agree to the following modifications and amendments of the Contract:

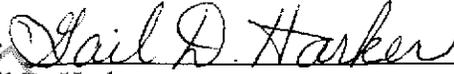
1. This modification shall be effective immediately upon recording of a Sellers' Assignment of Contract and Deed by which Steegstra becomes the Seller in the Contract.
2. The date upon which the entire balance of principal and interest is due in full is hereby extended to not later than September 10, 2019.
3. Monthly payments shall resume October 10, 2016 and continue thereafter as set forth in the Contract. Concurrently with the payment due October 10, 2016 Purchaser shall deposit sufficient funds into the "reserve" account to pay the property taxes due October 31, 2016.
4. As of September 14, 2016 the Parties agree that the Contract principal balance is \$778,512.63 which includes all interest, late charges and extension fees.
5. Purchaser shall immediately list the property for sale with a real estate broker who is a member of the Multiple Listing Service (or such other listing service approved by Seller) and keep the property listed continuously for sale until the property is sold and closed, or this contract is otherwise paid and fulfilled in full.
6. Purchaser shall provide the Seller with any and all information and/or documents relating to the ongoing management, maintenance, listing and/or sale of the property, including but not limited to any communications with potential or actual listing agents, the content of listing agreements, offers to purchase, counter offers, etc.

7. Purchaser shall within 14 days of written request by Seller provide to Seller bank statements, financial statements, tax returns, and/or Company records.
8. Failure of the purchaser to comply with any of these amended terms shall constitute default by which the seller may elect to pursue any of the remedies set forth in paragraph 20 of the Contract.
9. Purchaser shall immediately and continuously pursue any actions necessary to document and establish Company signatures and/or approvals to satisfy the Seller, and in particular to satisfy Guardian Northwest Title Company such that the Purchaser can convey insurable title to a subsequent purchaser of the property. This process shall be completed within 90 days of this modification.
10. All other terms of the Contract not specifically amended in this Modification shall remain in full force and effect.

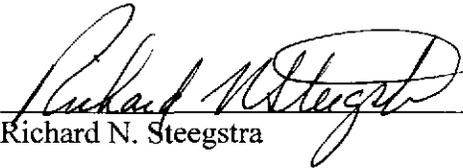
**PURCHASER:**

Harker Group Limited, LLC

By:   
Don R. Harker  
Its: Chairman of the Board

By:   
Gail D. Harker  
Its: President, CEO, and Managing Partner

**SELLER:**

  
Richard N. Steegstra

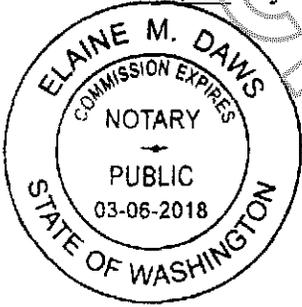
  
June L. Steegstra

**PURCHASER ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that Don R. Harker and Gail D. Harker are the persons who appeared before me, and said persons acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chairman of the Board, and President, CEO and Managing Partner, respectively of Harker Group Limited, LLC, a Wyoming limited liability company, to be the free and voluntary act and deed of the said company for the uses and purposes mentioned in the instrument.

DATED this 13<sup>th</sup> day of September, 2016



Elaine M. Daws  
NOTARY PUBLIC for the State of Washington  
Printed Name: ELAINE M. DAW'S  
My commission expires 3/6/18

**SELLER ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that Richard N. Steegsta and June L. Steegstra are the persons who appeared before me, and they signed this instrument before me, and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 13<sup>th</sup> day of September, 2016



R. A. Casteel  
NOTARY PUBLIC for the State of Washington  
Printed Name: R. A. Casteel  
My commission expires 6-1-2017