

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 99-3

Authorizing Amendment to Purchase and Sale Agreement to Purchaser ROBERT HAHN and SHAROLYN McCALLUM.

The Multnomah County Board of Commissioners Finds:

- a) Purchaser ROBERT HAHN and SHAROLYN McCALLUM has requested an extension of 37 days from the original deadline of November 24, 1998 as stated in the Purchase and Sale Agreement recorded September 24, 1998, in the Multnomah County Deed Records at Book 98 and Page 171911.

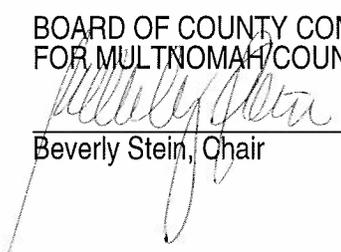
The Multnomah County Board of Commissioners Orders:

1. The Chair of Multnomah County Board of Commissioners is authorized to execute the attached amendment to the original Purchase and Sale Agreement to purchaser ROBERT HAHN and SHAROLYN McCALLUM.

Adopted this 14th day of January, 1999.

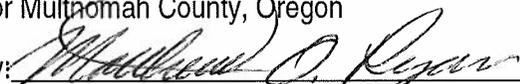


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By: 

Matthew O. Ryan, Assistant County Counsel

AMENDED REAL ESTATE PURCHASE
AND SALE AGREEMENT

RECITALS

1. Multnomah County, Oregon (Seller) and ROBERT HAHN & SHAROLYN McCALLUM, (Purchasers) entered into a Purchase and Sale Agreement (Agreement) signed by Multnomah County Chair Beverly Stein on September 17, 1998, said Agreement is recorded in the County Deed Records at Book 98 and Page 171911 for the real property described as:

LOTS 12 & 13, BLOCK 23, PENINSULAR ADD #2, a recorded subdivision in the County of Multnomah, and State of Oregon.

2. The agreement required a closing date of November 24, 1998.
3. The Purchaser requests an extension of the closing date to February 1, 1999, in order to complete their loan closing.
4. The word "assigns" was included in the Agreement for the purchaser in error.

WHEREFORE, THE PARTIES NOW AGREE TO AMEND THE ORIGINAL PURCHASE AND SALE AGREEMENT AS FOLLOWS:

1. Extension of Closing Date: Seller agrees to extend the closing date to February 1, 1999.
2. Indemnification: Purchaser shall indemnify, hold harmless and defend Seller from all liens, costs and expenses, including reasonable attorney fees and expert fees, arising from or relating to Purchaser's entry on or inspection of (including any environmental inspection or testing) the property; or any other work performed or allowed by Purchaser on the property prior to closing. This covenant to indemnify, hold harmless and defend Seller shall survive closing or any termination of this Amended Agreement.
3. Continuance: Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.
4. Removal: The word "assigns" in the second line of the Agreement is removed.

