

SALE AND LEASE ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered this 1 day of May, 1981, by and between Dwayne A. Hansen and Julie A. Hansen, husband and wife, and George Lee Held and Sharron M. Held, husband and wife, herein called "Sellers," and Ronald G. Lynch and Eunice M. Lynch, husband and wife, herein called "Purchasers."

Under this Agreement Sellers agree to sell to Purchasers and Purchasers agree to buy a certain recreational cabin situated on real property in which Sellers have a leasehold interest. Because the cabin is not permanently affixed to the land, it may be regarded as personal property. Whether personal property or real property, the parties intend a transfer of title and interest in the cabin, and assignment of the lease, to the Purchasers.

The cabin is subject to a mortgage obligation. Sellers are delinquent in payments to the mortgagee. Also, Sellers are delinquent in payments on the underlying land lease. The property is subject to membership in the North Woods Association, and certain membership dues are now owing by Sellers and past due. Access to the property has been restricted under regulations of the State of Washington, and possibly other governmental authority, due to the volcanic activity of Mt. St. Helens, and the proximity of this property to the volcano.

NOW, THEREFORE, the parties agree as follows:

1. Sellers agree to grant, bargain, sell, and deliver unto Purchasers, and Purchasers accept, the recreational cabin and other improvements known and described as:

That certain cabin and all furniture situated therein on Lot 49, as shown on the Plat and Survey entitled Record of Survey for Water Front Recreation, Inc., dated May 14, 1971 on file and of record under Auditor's File No. 73635, Page 306, Book "J" of Miscellaneous Record of Skamania County, Washington.

2. Sellers agree to assign and transfer to Purchasers, and Purchasers accept the assignment of, the Lessee's interest in that lease and leasehold estate for and in those certain premises situated in the County of Skamania, State of Washington, more particularly described as:

Lot 49, as shown on the Plat and Survey entitled Record of Survey for Water Front Recreation, Inc., dated May 14, 1971, on file and of record under Auditor's File No. 73635, at Page 306 of Book "J"

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of Miscellaneous Records of Skamania County, Washington, TOGETHER with an appurtenant easement as established in writing on said plat, for the joint use of the areas shown as roadways on the plat.

Such assignment is subject to written consent of the Lessor, Water Front Recreation, Inc., a Washington corporation. Sellers and Purchasers shall cooperate in good faith in obtaining the consent of said Lessor.

3. The cabin is sold, and the Lessee's interest is assigned, to Purchasers subject to a Mortgage, including the terms and provisions thereof, from Century 21-Horizon's West, Inc., and Marvin R. Fuhrman, a single man, mortgagor, and Denis D. Meunier and Shyrl Meunier, his wife, as mortgagee, dated July 27, 1979, recorded September 13, 1979, in Book 56, Page 712, Skamania County Mortgage Records, given to secure the payment of \$16,950.00.

4. For and in consideration of the sale, assignment, and transfer of such property, Purchasers agree to pay to Sellers the sum of one dollar (\$1.00), plus other valuable consideration described as follows:

(a) Purchasers shall fully assume Seller's obligation under the mortgage to Denis D. Meunier and Shyrl Meunier, described above, including all past due amounts, amounts currently due, and amounts to become due in the future. Purchasers shall pay all such amounts directly to such mortgagee as the same become due which, exclusive of past due amounts, are payable in installments of \$165.00 per month, due on or before the 13th day of each month. The unpaid principal balance owing to said mortgagee is \$16,625.32, together with interest thereon from December 26, 1980, at the rate of ten percent per annum on unpaid balances.

(b) Purchasers shall fully assume and pay all lease rentals under the lease for the real property, described above, including all past due amounts, amounts currently due, and amounts to become due in the future. Purchasers shall pay all such rentals directly to the Lessor as the same become due.

(c) Purchasers shall fully assume and pay all membership dues and other amounts required to be paid to the North Woods Association, including all past due amounts, amounts currently due, and amounts to become due in the future. Purchasers shall pay all such amounts directly to such Association, or its designate, as the same become due.

(d) With respect to all such obligations and amounts assumed by Purchasers, Purchasers agree to defend, indemnify,

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and hold Sellers harmless for and from any liability for such amounts, and any claims arising in connection with such obligations and the payments required thereunder.

5. Purchasers and Sellers shall each fully cooperate in the execution and recordation of any additional instruments required to evidence these transactions, including all sales, transfers, assignments, and assumptions herein described.

6. Sellers make no representations as to the condition of the various properties herein described, and hereby expressly disclaim any warranties, express or implied, including any warranties of merchantability or fitness for purpose. Purchasers accept the property in its present condition, "AS IS," subject to all regulations of governmental authority, the North Woods Association, and otherwise. Purchasers assume all liability with respect to the condition of the property, and Purchaser's use and occupancy thereof, and agree to defend, indemnify, and hold Sellers harmless for and from any liability arising in connection therewith.

7. In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

8. This Agreement is binding upon and shall inure to the benefit of the parties, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first above written.

Dwayne A. Hansen

Julie A. Hansen

George Lee Held

Sharron M. Held

Ronald G. Lynch

Eunice M. Lynch

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STATE OF WASHINGTON)
County of Franklin) ss.

On June 4th, 1981, personally appeared before me the above-named DWAYNE A. HANSEN and JULIE A. HANSEN, and acknowledged the foregoing instrument to be their voluntary act and deed.

NOTARY PUBLIC FOR Washington
My Commission Expires: 8/31/84

STATE OF WASHINGTON)
County of Franklin) ss.

On June 4th, 1981, personally appeared before me the above-named GEORGE LEE HELD and SHARRON M. HELD, and acknowledged the foregoing instrument to be their voluntary act and deed.

NOTARY PUBLIC FOR Washington
My Commission Expires: 8/31/84

STATE OF WASHINGTON)
County of Franklin) ss.

On June 4th, 1981, personally appeared before me the above-named RONALD G. LYNCH and EUNICE M. LYNCH, and acknowledged the foregoing instrument to be their voluntary act and deed.

NOTARY PUBLIC FOR Washington
My Commission Expires: 2/1/85

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