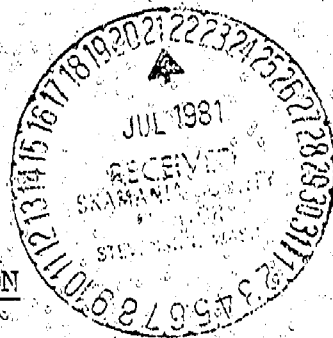


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ASSIGNMENT OF LEASE AND OPTION

This Assignment of Lease and Option made this 22nd day of May, 1981 by and between KENNETH K. WOODS and SALLIE T. WOODS, husband and wife, hereinafter referred to as "Assignor", and JOHN A. MARLETT and MARGARET B. MARLETT, husband and wife, hereinafter referred to as "Assignee".

In consideration of that certain Contract of Sale and Security Agreement dated May 22, 1981 by and between the above-named parties, the Assignor hereby assigns unto the Assignee, its successors and assigns, a certain Lease and Option entered into by and between EMERY O. OWENS and CHERI J. OWENS, husband and wife, and the Assignor herein, dated the 19th day of November, 1980, covering the premises described as follows:

Beginning at the southeasterly corner of Block 9 of the TOWN OF STEVENSON according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence north 34°30' west 30 feet to the southeast corner of the hollow title theatre building now constructed and located upon the land hereby described, said point being the initial point of the tract hereby described; thence south 55°30' west along the outer line of edge of the above mentioned theatre building 80 feet; thence north 34°30' west 33 feet; thence north 55°30' east 80 feet to the east line of the said Block 8; thence south 34°30' east along the east line of said Block 8 33 feet to the initial point; TOGETHER with an easement 3 feet in width for a sidewalk adjacent to said tract on the northerly side as more particularly described in deed dated March 10, 1925, and recorded March 19, 1925, at page 213 of Book U of Deeds, Records of Skamania County, Washington,

together with the premises therein described, and the buildings and equipment thereon, with the appurtenances and also all deposits to secure the obligations of said lease and together with any and all options for purchase of premises or renewal or extension of Lease and Option.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, from the 22nd day of May, 1981, for all the rest of the term of said lease and/or extensions thereof, subject to the rents, covenants and provisions therein also mentioned.

The Assignor hereby covenants that the said lease is free from encumbrances, and that the said lease is valid and existing according to its terms.

The Assignor agrees that it will execute or procure any further necessary consent or assurance of title to said premises and/or privileges and appurtenances belonging thereto.

By the acceptance of this assignment, the Assignee assumes all the liability and responsibility of the Assignor under the contract hereinbefore set forth and shall indemnify and save harmless the Assignor against any claim that may be made against the Assignor in any way based on the said contract and shall pay any judgment that may be recovered against the Assignor as a result of said agreement.

The Assignee does hereby accept the assignment of the contract herein mentioned and does hereby covenant and agree to perform all the terms, conditions and agreements

ASSIGNMENT OF LEASE AND OPTION - 1

Registered ☒
Indexed ☒
Indirect ☒
Recorded ☒
Mailed ☒

herein contained on their part to be performed.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNORS:

Kenneth K. Woods
KENNETH K. WOODS

Sallie T. Woods
SALLIE T. WOODS

ASSIGNEES:

John A. Marlett
JOHN A. MARLETT

Margaret B. Marlett
MARGARET B. MARLETT

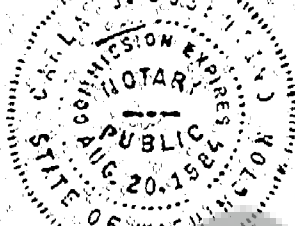
STATE OF WASHINGTON)

) ss.

County of Skamania)

On this day personally appeared before me KENNETH K. WOODS and SALLIE T. WOODS, husband and wife, to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of May, 1981.



Nala J. Rosentien
Notary Public in and for the State of
Washington, residing at Steverson

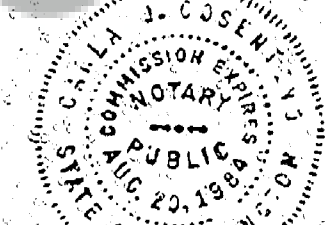
STATE OF WASHINGTON)

) ss.

County of Skamania)

On this day personally appeared before me JOHN A. MARLETT and MARGARET B. MARLETT, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of May, 1981.



Nala J. Rosentien
Notary Public in and for the State of
Washington, residing at Steverson

STATE OF WASHINGTON)

) ss.

County of Skamania)

EMERY O. OWENS and CHERI J. OWENS, husband and wife, being first duly sworn on oath, state:

The foregoing Assignment is acceptable to us, but our approval of said Assign-

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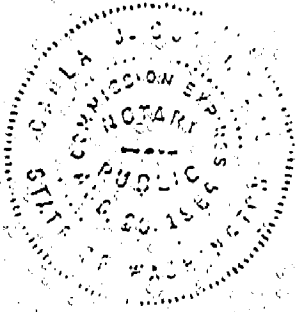
BOOK 6 PAGE 488

ment does not relieve KENNETH K. WOODS and SALLIE T. WOODS, husband and wife, from any of their obligations under that Lease and Option of November 19, 1980.

Emery O. Owens
EMERY O. OWENS

Chert J. Owens
CHERT J. OWENS

SUBSCRIBED and SWORN to before me this 22 day of May, 1981.



Nala O. Rosent
Notary Public in and for the State of
Washington, residing at Silverton.

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) SS
I HEREBY CERTIFY

INSTRUMENT OF _____
OF Stevenson, Wa
AT 4/26/81 July 21

OF Agree/Lease 426-488

Don L. Messenger
DEPUTY