



W I T N E S S E T H :

IT IS HEREBY AGREED AS FOLLOWS:

2. Demised Premises. The demised premises is described as follows:

4. Rental. The Grantees shall pay to the Grantors the sum of \$425.00 per month, commencing with the first payment due on the 1st day of September, 1981, and \$425.00 on the 1st day of each succeeding calendar month until the option to purchase has been exercised, which shall be no later than February 1, 1982. The above amount is for rental only and shall not apply toward the purchase price

in the event Lessees exercise their option to purchase.

5. Termination. In the event the Grantees decide not to exercise the option to purchase they shall notify the Grantors in writing not less than thirty (30) days prior to the expiration of the term of this Lease at Grantor's address: M.P.O. 058R, Cooper Avenue, Underwood, Washington 98651, or at such other address as is furnished by the Grantors to the Grantees.

6. Option to Purchase. The Grantors hereby grant and extend to the Grantees an option to purchase the demised premises upon the terms and conditions noted next below.

- a. Purchase Price. \$75,000.00.
- b. Down Payment. \$28,000.00; down payment, which shall be an exchange for real property situate in Klickitat County, Washington, described as:

The North 209 feet of the West 416 feet of the East 916 feet of the Northeast Quarter of the Southwest Quarter of Section 22, Township 3 North, Range 11 East of the Willamette Meridian, EXCEPT County Road No. 1167, known as Bristol Road.

and the Grantees agree to deliver to the Grantors good and marketable title to the property described above.

- c. Balance of Purchase Price. Assumption of a note payable to Klickitat Valley Bank, White Salmon, Washington Branch in the approximate sum of \$25,000.00 and the balance of \$22,000.00 shall be paid pursuant to a real estate contract on a form similar to the contract attached hereto as Exhibit "A" which by this reference is incorporated herein as if fully set forth, with the requirement that the Grantees pay the balance of the purchase price, after down payment and assumption of the note with Klickitat Valley Bank, together with interest thereon at the rate of twelve (12%) per cent per annum on the declining principal balance, in monthly installments of not less than \$_____ with the first payment to be due and payable on or before the _____ day of March, 1982, with succeeding payments, in the aforesaid amount, to be due and payable on or before the _____ day of each succeeding month thereafter until paid and the

Grantees further agree to pay interest thereon at the rate of twelve (12%) per cent per annum, on the declining principal balance. The balance of the purchase price, both principal and interest, shall all be due and payable within five (5) years from the closing date of the contract. If in the event the Grantees pay the obligation due to the Grantors in the sum of \$22,000.00 at the end of this Lease then Grantors will give credit for \$2,000.00 on the above amount and will accept \$20,000.00 cash for that portion of the purchase price due to Grantors.

d. Default Clause on Contract. In addition to the default clause in the contract, Grantors may declare the entire balance due hereunder to be immediately due and payable, with interest thereon at twelve (12%) per cent per annum, including the amounts then payable upon the indebtedness assumed by Grantees hereunder.

7. Notice of Intention to Exercise Option. In the event the Grantees exercise the right herein afforded to them to purchase the demised premises, they shall give notice of such intention to the Grantors on or before thirty (30) days prior to such intent to exercise the option to purchase the property.

8. Property Tax, Insurance and Expenses. During the term of this Lease the Grantees shall be responsible and pay the property taxes and fire insurance and all utilities and expenses incurred on the property and if any major problems arise then Grantees shall either contact the Lessors about the problem or work out the problem themselves.

9. Hold Harmless Agreement Concerning Swimming Pool. The Grantees agree to indemnify and hold harmless, the Grantors for any and all causes of action had by Grantees or third parties arising out of any use and/or accident occurring at or about the swimming pool located on the premises.

10. Assignment/Subletting. The Grantees shall not assign nor sublet the demised premises or any portion thereof without first obtaining the written consent of the Grantors.

11. Condition of Title. The Grantors agree to deliver to the Grantees good and marketable title to the property with the exception of the following: Grantees are aware that there is a mortgage and note due to Klickitat Valley Bank, White Salmon, Washington Branch and agree that the above mortgage and note take priority, which the Grantees have agreed to assume.

12. Condition of Property. The property is represented by Grantors in regard to all physical conditions or improvements "as is" and Grantees agree to rent same "as is" and purchase same "as is" to such physical conditions or improvements.

13. Binding Effect. The terms and provisions hereof shall be binding on the heirs, personal representatives and assigns of each of the parties hereto.

DONE and DATED at White Salmon, Washington, this 2nd day of September, 1981.

BEN A. BROOKS

MIKE S. WIDMIER

JENINE M. BROOKS

GAYLE WIDMIER

Grantors

Grantees

STATE OF WASHINGTON)

ss

County of Klickitat)

On this day personally appeared before me BEN A. BROOKS and JENINE M. BROOKS, 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.

IN WITNESS WHEREOF, I have set my hand and official seal this 2nd day of September, 1981.

Notary Public for Washington
residing at White Salmon, therein.

STATE OF WASHINGTON)

ss

County of Klickitat)

On this day personally appeared before me MIKE S. WIDMIER and GAYLE WIDMIER, 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.

IN WITNESS WHEREOF, I have set my hand and official seal this 2nd day of September, 1981.

Notary Public for Washington
residing at White Salmon, therein.