

SK-13730 ES-295 ASSIGNMENT OF LANDLORD/LESSOR'S INTEREST IN
02-07-20-1-3-1400-00 EXISTING LEASES AND/OR RENTAL AGREEMENTS
02-07-20-1-3-1500-00 OF THE "RANDALL APARTMENTS" IN
02-07-20-1-3-1600-00 NORTH BONNEVILLE, WASHINGTON

THIS ASSIGNMENT (hereinafter "Assignment") made and entered into this 29TH day of APRIL, 1985, by and between JERRY L. RANDALL and LOU ANN RANDALL, husband and wife, (hereinafter "Assignors") and DOUGLAS P. MCKENZIE and MARLEA K. MCKENZIE, husband and wife, (hereinafter "Assignees") with reference to the following facts:

Assignors hold the lessor/landlord interests in existing leases and/or rental agreements for the twelve (12) apartment units of the Randall Apartments in North Bonneville, Washington, more particularly described in Exhibit 1 attached hereto.

Assignees hereby represent that they have inspected the existing leases and/or rental agreements and are aware of the terms and provisions of each such existing lease and/or rental agreement.

Assignors desire to assign Assignees' Assignors' interest in each such existing lease and/or rental agreement.

Assignees desire to acquire Assignors' interest in each such existing lease and/or rental agreement.

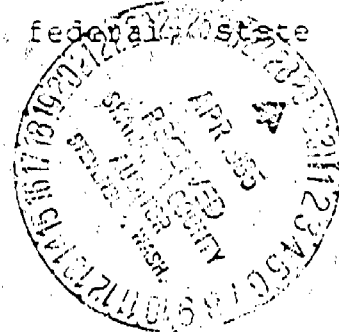
NOW, THEREFORE, the parties agree as follows:

1. For valuable consideration, and pursuant to the sale of the Randall Apartments as between Assignors and Assignees, Assignors hereby assign and transfer to Assignees the above-mentioned leases and/or rental agreements for the unexpired term thereof. Assignees hereby agree to perform all of the landlord/lessor covenants and agreements in the leases and/or rental agreements.

2. Assignors hereby represent that as of the date of execution and signing of this Assignment:

A. The Randall Apartments, and the use and occupancy thereof, are not in violation of federal, state or

ASSIGNMENT OF LANDLORD/LESSOR'S INTEREST - 15



local laws, rules, regulations or ordinances affecting the use, occupancy or condition of the premises.

B. Assignors have not failed to comply with the order of any court or governmental authority or agency pertaining to the premises or the use, occupancy or condition thereof.

C. Assignors have no knowledge of any threatened or pending litigation or proceeding relating to the premises or the use, occupancy or condition thereof, including but not limited to any claims by lessees or tenants of any nature whatsoever, any eviction or unlawful detainer actions, and any other potential claim.

D. There are no lessee/tenants in default in payment of rent or in default of other terms and provisions of the leases and/or rental agreements.

E. Assignors agree to indemnify and hold Assignees harmless from any claims of any nature of lessee/tenants, or third parties, valid or invalid, arising from the use, occupancy or condition of the premises prior to the date of this Assignment. Assignors agree to defend and/or compromise any such claims at their own expense, and if Assignors fail to do so, Assignees may so defend and/or compromise such claims, and the cost of doing so, including reasonable attorney fees, may be deducted from the next payment or payments due on the promissory note pertaining to the sale of the premises as between these parties. Assignees shall immediately notify Assignors of any such claims in writing personally delivered, or sent by U. S. mail, certified, to Assignors at the address set forth in paragraph 7.1.

3. Assignors agree to pay and/or transfer to Assignees on the date this Assignment is executed and signed the sums in Assignors' possession which represent the lessee/tenant cleaning and damage deposits for the apartment units.

4. Assignors' Remedies. In the event Assignees default on their obligations hereunder, Assignors may, at their

option, either enforce specific performance, recover damages, or pursue any other remedies authorized by law.

5. Assignees' Remedies. In the event Assignors default on their obligations hereunder, Assignees may, at their option, either enforce specific performance, recover damages, or pursue any other remedies authorized by law.

6. Attorney Fees. It is agreed that the parties hereto shall each pay their own legal fees incurred with respect to this Assignment. In the event suit or action is brought to terminate this Assignment or to enforce any of the provisions hereof, the prevailing party shall be entitled to recover all costs including title search, costs and expenses incurred in connection with said action, in addition to such sum for attorney's fees as the court may deem just and equitable. If because of the failure of either party to perform according to the terms and conditions herein a party places this Assignment in the hands of an attorney, the other party agrees to pay a reasonable attorney's fee.

7. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by U.S. Mail, certified, addressed as set forth below:

7.1 All notice to be given to Assignors shall be addressed as follows:

P. O. Box 456
North Bonneville, Washington 98639

7.2 All notices to be given to the Assignees shall be addressed as follows:

P. O. Box 273
North Bonneville, Washington 98639

8. Succession. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

9. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of Washington.

10. Entire Agreement. This Assignment and the Earnest Money Agreement and all Exhibits thereto supersede any prior agreement of the parties as to the matter covered. No other agreement, statement or promise made by any party or to any employee or agent of any party shall be binding unless made in writing and signed by both parties to this Agreement.

ASSIGNORS:

Jerry L. Randall
JERRY L. RANDALL

Lou Ann Randall
LOU ANN RANDALL

ASSIGNEES:

Douglas P. McKenzie
DOUGLAS P. MCKENZIE

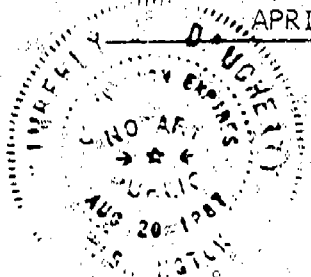
Marlea K. McKenzie
MARLEA K. MCKENZIE

STATE OF WASHINGTON)
 : ss.
 County of SKAMANIA)

On this day personally appeared before me JERRY L. RANDALL and LOU ANN RANDALL, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary acts and deeds for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29TH day of

APRIL, 1985.



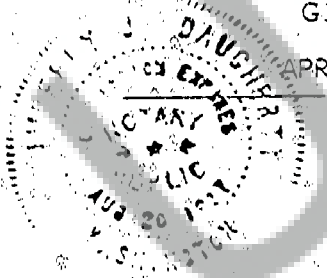
Kimberly J. Daugherty
 NOTARY PUBLIC in and for the State of
 Washington, residing at CARSON

STATE OF WASHINGTON)
 : ss.
 County of SKAMANIA)

On this day personally appeared before me DOUGLAS P. MCKENZIE and MARLEA K. MCKENZIE, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary acts and deeds for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29TH day of

APRIL, 1985.



Kimberly J. Daugherty
 NOTARY PUBLIC in and for the State of
 Washington, residing at CARSON

99179

BOOK 7-157-26

EXHIBIT 1

Lots MF-1, MF-2 and MF-3, Plat of Relocated North Bonneville, recorded in Book B of Plats, Page 15, under Skamania County File No. 83466, also recorded in Book B of Plats, Page 31, under Skamania County File No. 84429, Records of Skamania County, Washington.

Reserving to the United States of America the right to grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement(s), if any, as shown on said recorded plats.

STATE OF WASHINGTON
COUNTY OF SKAMANIA
FILE NO. 83466
RECORDED AT 2:40 P. 4/29/85
BY [Signature] 1
[Signature] 31
RECORDED BY [Signature]
[Signature]