

99327

BOOK 7

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## LEASE WITH OPTION TO PURCHASE

This indenture made and entered into this day by and between Harold T. Hays, and Susan W. Hays, husband and wife, of 405 East Second Street, The Dalles, OR 97058, (Lessor) and L. K. Savage and Nancy A. Savage, husband and wife, of 570 N. E. 14th Street, Canby, OR 97013, (Lessee), Witnesseth:

1. Description: The Lessor, for and in consideration of the rentals hereinafter provided and for the covenants and agreements hereinafter contained hereby demises, lets and leases unto the Lessee the home, outbuildings and two lots at 205 Far West Drive, North Bonneville, Washington, recorded in Skamania County Washington as follows:

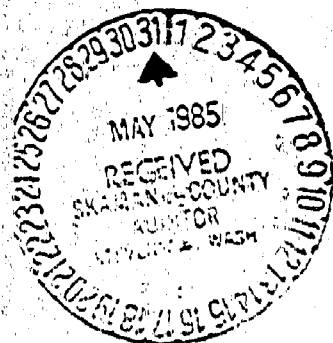
Lots 5 and 6, Block 2 of the Plat of the relocated North Bonneville ecoreded in Book B of Plats, Page 8, under Skamania County file number 83466. Also recorded in Book B of Plats, Page 24, under Skamania County file number 84429, records of Skamania County, Washington.

2. Length of Term and Rent: To have and to hold the premises for the term of twenty months beginning June 1, 1985, for a rental of \$475.00 per month with the first and last months rental payment due on or before June 1, 1985, and subsequent monthly payments due on or before the tenth day of each succeeding month, beginning July, 1985, until the expiration of this lease or until the option to purchase herein is exercised by the Lessee. Renewal of this lease and option for an additional and equal period shall be automatically granted to the Lessee three times.

3. Property Included & Excluded: All built-in appliances, wall-to-wall carpeting, draperies, window and door screens, irrigation, plumbing, ventilating, cooling and heating fixtures and equipment, water heaters, attached electric light and bathroom fixtures and all fixtures are to be left on the premises as part of the property leased, except:

1. The kitchen wood stove,
2. The built-in washer and dryer,
3. The ceiling lighting fixtures in the upstairs bedroom and family room.

4. Damage and Cleaning Deposit: On or before June 1, 1985, the Lessee shall pay to the Lessor the sum of \$200.00 as a damage and cleaning deposit. Such deposit shall be returned to the Lessee upon the expiration of this lease provided that the premises are left in the same condition as they were at the beginning of the lease-hold period, normal wear and tear excepted. However, should there be damages to the property incurred by the Lessee in an amount exceeding \$200.00, the Lessee shall be responsible for all damages done to the premises, normal wear and tear excepted, and these liabilities shall not be limited to \$200.00. Should the Lessee exercise his option to purchase herein, said \$200.00 shall be applied toward the purchase price of the property.



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5. Limitation on Liability of the Lessor: The Lessee accepts the demised premises and the building thereon in their present condition and agrees to repair and maintain at its expense. The Lessor shall not be liable for any damages occasioned by failure to keep the premises in repair and shall not be liable for any damage done or occasioned by plumbing, electrical wiring fixtures, water or other pipes or sewage or the bursting or leaking thereof, nor for damages occasioned by water, snow or ice being upon or coming through the roof, doors, or other parts of the premises.

6. The Lessee shall have the right to:
- (1.) Revamp the kitchen;
  - (2.) Revamp the laundry room;
  - (3.) Complete sidewalks (repair and replace as needed);
  - (4.) Build appurtenant structures as needed;
  - (5.) Add a door to the wood shed;
  - (6.) Take whatever steps are necessary to fix the sky lights;
  - (7.) Repaint and recarpet as needed;
  - (8.) Add and delete or prune shrubs and trees as necessary to enhance the property;
  - (9.) Repair the green house;
  - (10.) Convert stove duct in the kitchen to a microwave exhaust duct;
  - (11.) Add new cabinets in the kitchen and dining room as needed;
  - (12.) Paint the garage and cabinets in the garage;
  - (13.) Insulate the garage doors;
  - (14.) And make other improvements which enhance the property.

7. Insurance: The Lessee shall provide fire and windstorm insurance for the premises, as well as insuring the contents of the premises. In addition, Lessee shall be responsible for having sufficient liability insurance coverage to pay for any damage to the premises occasioned by Lessee's negligence.

8. Utilities: The Lessee shall be responsible for payment of all utilities used on the demised premises during the term of the lease and hold the Lessor harmless from the collection thereof.

9. Subleasing: The Lessee can sublet the premises or any part thereof or assign this lease or the option contained herein. However, this does not release the Lessee from responsibility for the property.

10. Option to Purchase: The Lessor hereby grants to the Lessee the exclusive right, at Lessee's option, for and during the period of this lease and all renewals thereof to purchase the property described herein for the price of \$101,000.00 (one hundred one thousand dollars), which shall be paid in cash or kind upon the delivery of a Statutory Warranty Deed at the time the option is exercised.

If the Lessee exercises this option, all rentals paid hereunder, including the \$200.00 damage and cleaning deposit shall be credited toward the purchase price.

In case the Lessee shall elect to purchase said property, it shall signify such election by written notice to the Lessor at the last address provided by the Lessor for notifications at least 30 days prior to the anticipated closing of the sale.



If the Lessee shall complete the purchase, the Lessor shall give to the Lessee a good and marketable title in fee simple to the property, free and clear of any taxes or encumbrances, shall convey the same by Statutory Warranty Deed, and shall provide title insurance on the property in the amount of the purchase price.

11. Address for Notifications: The Lessor shall provide to the Lessee an address to be used for any notifications relative to this agreement. In the event this address shall change, the Lessor shall provide the new address to the Lessee by sending notification to the Lessee at 205 Far West Drive, North Bonneville, Washington at least 30 days prior to the effective date of the new address. Any notifications or payments required of the Lessee by this agreement, may be made by mailing the payment or notification to the address provided by the Lessor.

12. Registration of Option: The Lessor shall record this lease with option to purchase at the office of the County Recorder for Skamania County in Stevenson, Washington, and shall provide a duly registered copy to the Lessee at the time of the initial payment of \$1150.00 under the terms of this agreement.

13. Attorneys Fees: If the Lessor shall incur any attorney's fees and/or costs due to Lessee's default of any of the terms of this lease, the Lessee agrees to pay a reasonable sum as attorney's fees and costs and expenses incurred by the Lessor due to Lessee's default.

14. Covenant Binding Assigns: The covenants, conditions and terms of this lease shall be binding upon the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have signed and countersigned this instrument this 27 day of March, 1985.

E. K. Savage, Lessee

Harold T. Hays, Lessor

Nancy A. Savage, Lessee

Susan T. Hays, Lessor

STATE OF Oregon ss.  
County of Harney

On this day personally appeared before me Harold T. Hays and Susan W. Hays, 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 act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of March, 1985.

Susan T. Hays 10-22-87  
Notary Public for  
Oregon residing at  
Harney therein.

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STATE OF Oregon )  
 ) ss.  
 County of Washington )

On this day personally appeared before me Louis K. Savage and Nancy A. Savage, 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 act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of March, 1985.

Donald K. [Signature]  
 Notary Public for  
Oregon, residing at  
Tualatin, therein.

EM 1-6-19

STATE OF WASHINGTON)  
 ) ss.  
 County of Skamania )

I hereby certify that the written instrument of witness filed by LOUIS K. SAVAGE at 205 FAR WEST DRIVE NORTH BEND, OREGON at 1:45 P.M. MAY 31 1985 was recorded in Book 7 of Books at page 25, records of Skamania County, Washington.

[Signature]  
 County Auditor

[Signature]  
 Deputy

N/A  
 REAL ESTATE EXCISE TAX  
 MAY 31 1985

PAID N/A  
[Signature]  
 SKAMANIA COUNTY TREASURER