

LEASE AGREEMENT  
(With Option to Purchase)

THIS AGREEMENT, made this 23<sup>rd</sup> day of June, 1986, by and between PHEOBE YEO, individually, and in her capacity as Personal Representative of the estate of Thomas E. Yeo, deceased, hereinafter designated as the "Lessor", and PATRICK BROWN and SHERRIE BROWN, husband and wife, hereinafter designated as the "Lessees", WITNESSETH:

That the Lessor does by these presents lease and demise unto the said Lessees the following described real estate and premises, situated in the City of Stevenson, County of Skamania, State of Washington, to-wit:

(Legal Description to be attached as Exhibit A)

for a term of one (1) year, beginning on July 1, 1986, and ending on July 1, 1987, at a monthly rental of Four Hundred and no/100 Dollars (\$400.00), the first and last months rent payable in advance on the 1st day of July, 1986, and thereafter, commencing on August 1, 1986, regular monthly payments shall be made on the 1st day of each month during the term of this lease.

1. Option to Purchase: On or before the expiration of the lease period the Lessees shall have the option to purchase the subject property on the following terms and conditions:

A) The total purchase price shall be SIXTY THOUSAND and no/100 DOLLARS (\$60,000.00) and the parties agree that upon Lessees exercising their option to purchase, a standard form real estate contract, with the additional following provisions, will be executed covering the sales transaction:

1) There shall be no timber removed from the property without the express written consent of the seller. In the event consent is given the entire proceeds from the sale of any such timber shall be used to reduce the principal balance owing under the real estate contract; and

2) The real estate contract shall contain all of the statutory required default clauses.

Registered S  
 Returned S  
 Filed S  
 Mailed S

Transaction in compliance with County subdivision ordinances.  
 Skamania County Recorder - BY: DM  
 5-7-86-2-9-400-401

B) Lessees shall receive credit of \$300.00 from each months rent previously paid under this lease agreement, or a total of \$3,600.00, to be credited towards the principal payment; provided Lessees shall pay an additional \$2,400.00 cash at the time of closing for a total downpayment of \$6,000.00.

C) The balance of the purchase price; to-wit: FIFTY-FOUR THOUSAND and no/100 DOLLARS (\$54,000.00) shall be paid in the following manner: in monthly installments of \$500.00 on or before the 1st day of each month during the term of the contract of sale. Each monthly payment shall include interest at the rate of nine percent (9%) per annum on the unpaid principal balance.

2. Taxes and Insurance: In addition to the monthly rental set out hereinabove the Lessees agree to pay all utilities, taxes and insurances connected with the leased premises and to do all minor maintenance and repairs thereto at their expense.

And it is expressly understood and agreed between the parties hereto as follows:

1. That the premises are leased as a dwelling house and shall be used for no other purpose whatsoever by the Lessees.

2. Said premises are accepted by Lessees in their present condition, and shall be kept in good order, condition and repair during the term of this lease by Lessees.

3. That unless notice of intent to exercise the option is received by the Lessor thirty (30) days prior to the expiration of this lease, the Lessees' right to exercise said option shall terminate and all payments previously paid shall be the property of the Lessor as rent and, upon such happening, the Lessees agree to quit and surrender said premises without notice, and in good order, condition and repair, damage by the elements or fire excepted.

4. Lessor or Lessor's agents shall not be held liable for any damage to property, or personal injuries caused by any defects now in said premises or hereafter OCCURRING in or in front of said premises.

5. This lease, or any part hereof, shall not be assigned by Lessees, or by operation of law, or otherwise, nor said premises or any part thereof sublet, without the written consent of Lessor first had and obtained.

6. Lessees agree, to keep the side-walks adjacent to the subject premises, in a clean and sanitary condition, and to comply with all laws and ordinances, and the directions of all proper officers in relation thereto; and Lessees, at Lessees' own cost and expense agree to keep all drainage pipes free and open, and to protect water, heating and all other pipes so they will not freeze or become clogged, and to immediately repair the same as well as all damage that may be caused by leakage or otherwise.

7. Lessees agree not to commit or permit any waste, damage or injury to said premises, or appurtenances, and to keep the grounds upon which said premises are situate in good order, and not to permit any rubbish to be deposited or ACCUMULATED thereon, and to mow and water the grass, flowers and other shrubbery on said grounds.

8. Lessees agree not to commit or permit anything to be done or carried on upon said premises that is contrary to any law of the State of Washington or Ordinance of the Town of Stevenson.

9. Lessor or Lessor's agent shall have access to said premises at all reasonable hours for the purpose of making inspection of said premises.

10. If said premises shall be destroyed or damage by fire or the elements to such an extent as to render the same untenable, this lease shall terminate.

11. Lessees shall make no alterations, additions or improvements in said premises, or upon the said grounds, without the previous consent of Lessor first had in writing and in the event such consent is given all such alterations, additions or improvements shall be made at the sole expense of Lessees and shall become the property of Lessor, and shall remain in and be surrendered with the premises as a part thereof if this lease is terminated, without disturbance, molestation or injury.

12. If any rents above reserved, or any part thereof, shall be and remain unpaid when the same become due, or if the Lessees shall violate or default in any of the covenants, agreements or terms of this lease, then it shall be optional for the Lessor to declare this lease forfeited and the said term ended, and to re-enter said PREMISES, with or without process of law, using such force as may be necessary TO REMOVE all persons or chattels therefrom, and the Lessors shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding such re-entry by the Lessor the liability of the Lessees for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this lease.

13. If, by reason of any default on the part of the Lessees in the performance of any provision of this lease, it becomes necessary for the Lessor to employ an attorney, Lessees agree to pay all costs, EXPENSES and attorney's fees expended or incurred by the Lessors in connection therewith.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Pheobe Yeo  
PHEOBE YEO, Individually and as Personal Representative of the Estate of Thomas E. Yeo, Deceased - Lessor

Patrick Brown  
PATRICK BROWN - Lessee

Sherry Brown  
SHERRIE BROWN - Lessee

11372

REALESTATE EXCISE TAX  
JUN 1 1987

PAID Exempt  
Yvonne Williams  
SKAMANIA COUNTY TREASURER

STATE OF WASHINGTON )  
County of Skamania ) ss.

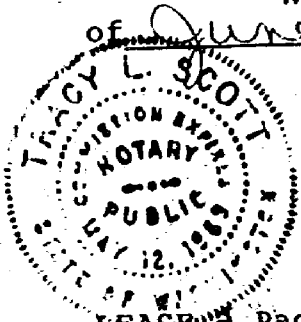
I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 23rd day of June, 1986, personally appeared before me PHEOBE YEO, known to me to be the Lessor described in the foregoing instrument, who executed said instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 23rd day of June, 1986.  
[Signature]  
Notary Public in and for the State of Washington, residing at Stevenson

STATE OF Washington )  
County of Kulisp ) ss.

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 13th day of June, 1986, personally appeared before me PATRICK BROWN and SHERRIE BROWN, husband and wife, personally known to me to be the Lessees described in the foregoing instrument, who executed said instrument, and acknowledged to me that they each signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 13 day of June, 1986.



Tracy L. Scott  
Notary Public in and for the State of Wash, residing at Bremerton



FILED FOR RECORD  
SKAMANIA CO. WASH  
BY CAROLYN WORTENDYKE

BOOK 105 PAGE 582

JUN 5 11 27 AM '87

EXHIBIT A

J. N. W. Dep.  
AUDITOR  
GARY M. OLSON

Parcel 1. Beginning at a point 500 feet south of the southwest corner of the H. Shepard D.L.C.; thence South 222.60 feet; thence South 74 deg. 52 min. East 353.50 feet; thence North 24 deg. 46 min. West 292.90 feet; thence North 74 deg. 52 min. West 222.20 feet to the place of beginning, containing 1.50 acres more or

less, situate in Lot numbered 8 of Stevenson Park Addition, according to the plat thereof. EXCEPTING that portion thereof conveyed to Montie Caldwell described as follows: Beginning at a point 500 feet south of the northwest corner of the H. Shepard D.L.C.; thence South 74 deg. 52 min. East a distance of 36.5 feet to the initial point of the tract hereby conveyed; thence South 11 deg. 25 min. East 155.6 feet; thence North 85 deg. 30 min. East 55.0 feet; thence North 13 deg. 05 min. West 140.2 feet; thence North 76 deg. 30 min. West 55.0 feet to the place of beginning, being a part of Lot 8, Stevenson Park Addition.

Parcel 2. Beginning at a point 722.60 feet south of the Northwest corner of the H. Shepard D.L.C.; thence South 74 deg. 52 min. East 353.60 feet; thence South 24 deg. 46 min. East 77.10 feet; thence South 16 deg. 17 min. West 110.00 feet; thence North 74 deg. 52 min. West 359.50 feet; thence North 180.40 feet to point of beginning, containing 1.50 acres more or less, situate in Lot numbered 8 of Stevenson Park Addition according to the plat thereof filed by P.C. Sly and recorded on page 39 of Plat Book Number 1 in the office of the County Auditor for Skamania County, Washington.

Parcel 3. That portion of Block Two (2) of the SUBDIVISION OF LOT 8 OF STEVENSON PARK ADDITION according to the official plat thereof on file and of record at page 79 of Book A of Plats, records of Skamania County, Washington, described as follows: Beginning at the Northwest corner of the said Block Two; thence South 74 deg. 52 min. East along the northerly line of said Block Two 278.29 feet; thence South 81 deg. 05 min. West 271.93 feet to intersection with the West line of the said Block Two; thence North 114.8 feet to the point of beginning; said tract containing .36 acres, more or less.

EXCEPTING from Parcels 2 and 3 above described a right of way conveyed to the TOWN OF STEVENSON on August 14, 1963, by Deed recorded in Book 52, at Page 275, Deed Records of Skamania County, Washington; and

EXCEPTING that portion of Parcel 2 above described conveyed to Henry E. Rogers and Alotta F. Rogers, his wife, by Deed dated August 14, 1963, and filed for record in Book 52, at Page 274, Deed Records of Skamania County, Washington; and

EXCEPTING that portion of Parcels 1, 2 and 3 above described conveyed to School District No. 3, a municipal corporation, by Deed dated January 24, 1964, and filed for record in Book 52, at Page 276, Deed Records of Skamania County, Washington.

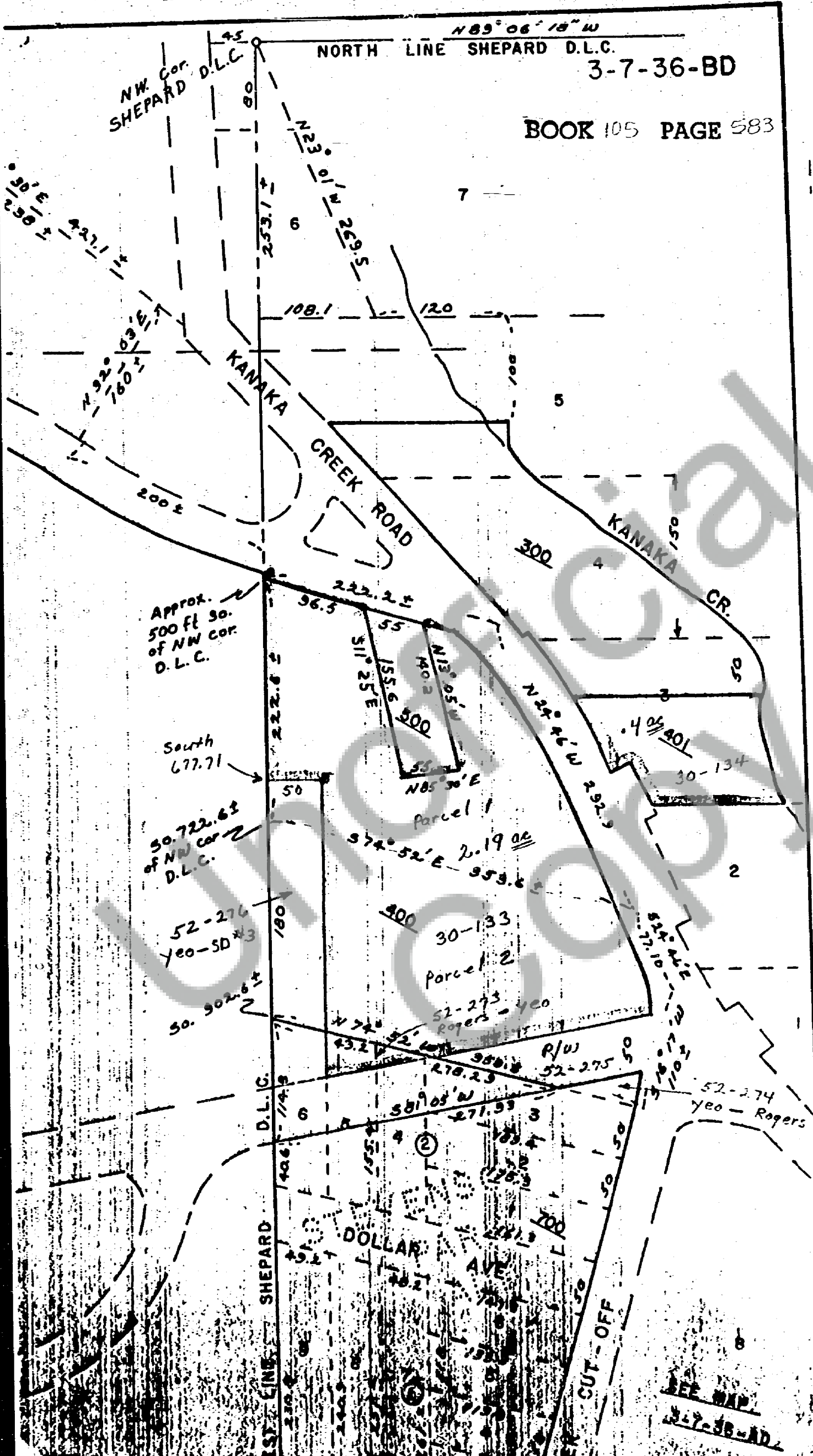
Parcel 4. Commencing at a point on the east side of Yanaka Creek Road, which is the southwest corner of Lot 3 of Stevenson Park Addition as recorded and filed with the Auditor of Skamania County; thence northerly along the east side of Kanaka Creek Road to a point 50 feet south of the north boundary of said Lot 3; thence east to the center of Kanaka Creek; thence southeasterly along the center of Kanaka Creek to the south line of said Lot 3; thence west along the south line of said Lot 3 of Stevenson Park Addition to the beginning.

RECORDER'S NOTE: PORTIONS OF THIS DOCUMENT POOR QUALITY FOR FILMING

N 89° 06' 18" W  
NORTH LINE SHEPARD D.L.C.

3-7-36-BD

BOOK 105 PAGE 583



RECORDER'S NOTE: PORTIONS OF THIS  
DOCUMENT POOR QUALITY FOR FILING

SEE MAP  
3-7-36-BD