

LEASE WITH OPTION TO PURCHASE

THIS AGREEMENT is made and executed in duplicate original and entered into this day by and between HARRY C. ELLIOTT and ILO VORCE ELLIOTT, husband and wife, hereinafter called Lessor, and ELLIS B. SMITH, a single man, hereinafter called Lessee,

WITNESSETH:

WHEREAS, the Lessor is the owner of certain real property hereinbelow described and the Lessee is desirous of occupying same on agreed terms as hereinbelow set forth and of securing the privilege of purchasing same for a period of two (2) years; now, therefore, in consideration of the foregoing, the mutual promises hereby given from each party to the other, for mutual benefits to be derived hereunder and for other good and valuable consideration this day given and received by each of the parties,

IT IS HEREBY AGREED AS FOLLOWS:

1. Indenture of Lease. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor, as is, that certain real property located in Skamania County, State of Washington, hereinafter referred to as the demised premises.

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

Lots 1, 2, and 3, Block 1 of Hamilton's First Addition to the Town of Underwood, Washington, as per plat recorded in Book A of Plats, at page 53, records of Skamania County, Washington.

TOGETHER WITH 1977 48 x 24 Gibraltar Mobile Home, Vehicle I. D. No. 93197.

3. Term of Lease. The Lessees shall have possession of the afore-described premises on Jan 1, 1988, and shall have continued right of possession through March 28, 1990, and any subsequent renewals hereof.

4. Rental. The Lessee shall pay to the Lessor the sum of \$300.00 per month beginning the 1st day of Jan, 1988, and continuing thereafter on the 1st day of each succeeding calendar month until the option to purchase has been exercised, or this lease shall terminate, whichever shall first occur. All of the above lease payments shall apply to the down payment if the option to purchase the demised premises is exercised.

All the above monthly payments shall be made at: P. O. Box 183, Bingen,

REAL ESTATE EXCISE TAX

MAR 20 1988

PAID

Example

and Dep't

RECEIVED

11893

Received \$
by ST
for SC
date
initials

Glenda J. Kimmel, Skamania County Assessor
Parcel Number: 3-10-23-2-2-801 By: DM

WA 98605, or at such other place as the Lessor may direct in writing.

5. Option to Purchase. The Lessor hereby grants and extends to the Lessee an option to purchase the demised premises upon the terms and conditions noted next below.

a. Purchase Price - \$32,000.00.

b. Down Payment - The total amount of lease payments made at the time the option to purchase is exercised.

c. Balance of Purchase Price to be paid pursuant to Real Estate Contract, with the requirement that the Lessee pay the balance of the purchase price, together with interest thereon equal to the average mortgage rate being charged by the White Salmon, WA banks at the time of the option purchase on a per annum basis on the declining principal balance, in monthly installments of not less than \$300.00, or more at Lessee's option, with the first payment to be due and payable on or before the thirty (30) days from closing.

7. Notice of Intention to Exercise Option. In the event the Lessee exercises the right herein afforded to him to purchase the demised premises, he shall give notice of such intention in writing to the Lessors at their address herein stated above on or before thirty (30) days prior to such intent to exercise the option to purchase the property; which, in any event, shall be done no later than March 31, 1990.

8. Property Taxes and Insurance. The Lessee herein agrees to pay Real Property Taxes pro-rated during the term of this lease. Commencing with the inception of this lease, Lessee shall be responsible for the utilities, any upkeep required to keep the building and premises in a good state of repair and, he shall also be responsible for providing fire insurance on the structure in full replacement value thereof.

9. Assignment/Subletting. The Lessees shall not assign nor sublet the demised premises or any portion thereof without first obtaining the written consent of the Lessor.

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

11. Default of Lease Payments. If any rent shall be due and unpaid, or

if default shall be made in any of the covenants herein contained, then it shall be lawful for the said Lessor to re-enter the said premises and remove all persons therefrom; and the said Lessee does hereby covenant, promise and agree to pay the said rent in the manner hereinbefore specified.

12. Expiration of this Lease Term. If, in the event the Lessee decides not to exercise his option to purchase the demised premises, then the Lessee shall quit and surrender the said demised premises in as good state and condition as they now are, (ordinary wear excepted), together with any permanent improvements thereon.

DONE and DATED at White Salmon, Washington, this 28th day of March, 1988.

Harry C. Elliott Ellis B. Smith
HARRY C. ELLIOTT ELLIS B. SMITH
Lessee

Ilo Vorce Elliott
ILO VORCE ELLIOTT
Lessor

STATE OF WASHINGTON)
County of Klickitat)^{SS}

I certify that I know or have satisfactory evidence that HARRY C. ELLIOTT and ILO VORCE ELLIOTT, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: March 28, 1988.

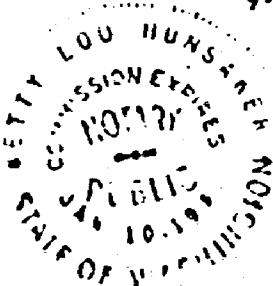
Betty Lou Hunsaker
Notary Public for Washington
residing at White Salmon, therein.

My appointment expires 1-10-89

STATE OF WASHINGTON)
County of Klickitat)^{SS}

I certify that I know or have satisfactory evidence that ELLIS B. SMITH, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: March 28, 1988.



FILED FOR RECORD
SKAMANIA CO. WASH
BY L. EVGENE HANSEN

MAR 29 2 31 PM '88

Betty Lou Hunsaker
Notary Public for Washington
residing at White Salmon, therein.
My appointment expires 1-10-89
Auditor
GARY M. OLSON

ELLIOTT - SMITH
Lease With Option to Purchase
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