

REAL ESTATE LEASE, NO.

(Lease No. Inters. 1)

RECORDED IN THE OFFICE OF THE AUDITOR OF SKAMANIA COUNTY, WASHINGTON,  
ON AUGUST 11, 1971, BY JAMES V. HARVEY AND MARIA KARLETAH HARVEY,

PUBLISHERS, EDITORS AND PUBLISHING ASSOCIATION OF VANCOUVER, A CORPORATION.

RECORDED IN THE STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES,  
WATER FRONT RECREATION, LEASE NO. 10019, BEARING NO. 10, AUGUST 11, 1971,  
AS A LEASE FOR THE USE AND ENJOYMENT OF LAND OWNED BY THE  
UNITED STATES OF AMERICA, AND PREVIOUSLY ALLOCATED TO THE  
STATE OF WASHINGTON, AS OTHER STATE DESIGNATIONS, FOR THE PURPOSE  
OF WATER FRONT RECREATION, AND FOR THE CONSTRUCTION AND  
OPERATION, MAINTENANCE AND ENHANCEMENT OF THE FOREST SERVICE, ALL  
AS LOCATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, TO VIZ.

ACREMENT LOT 1 AND 2, SECTION 21, TOWNSHIP 1, RANGE 6  
EAST OF THE WILLAMETTE PARCEL, CONSISTING OF AN AREA OF 0.10 acres, more  
or less. Subject however, to an easement for right of way for access  
and required by the United States of America, United States Forest  
Service; and

THAT THE, the term of said lease is for a period of fifty-five  
(55) years from June 1, 1970 to June 1, 2025, subject to a renewal  
by agreement by James V. Water Front Recreation, Inc., a Washington  
Corporation, in writing to the State of Washington with such at such  
time as a place designated, all in accordance with the terms of said  
Lease No. 100019, filed in the office of the Department of Natural  
Resources, State of Washington, and as recorded under Auditor's File  
No. 10019, in the County of Skamania, Washington; and

IT IS HEREBY AGREED, in accordance with the terms of the lease and  
the development plan submitted to the State of Washington, the  
property herein described is not used principally for agricultural  
or other "rural" purposes; and

IT IS FURTHER AGREED, Water Front Recreation, Inc. has submitted, and approved,  
and record in the Office of the Auditor of Skamania County, Washington,  
a Plat and Survey of the above described property entitled "Water Front  
Recreation, Inc." dated May 11, 1971, on file and of record under Auditor's  
File No. 73619, page 106 in book "J" of Miscellaneous Records of Skamania  
County, Washington, together with appropriate easement as established in  
writing and plat for the joint use of the area shown as boundaries on the  
plat, by JAMES V. HARVEY AND MARIA KARLETAH HARVEY, husband and wife.

IT IS FURTHER AGREED, that the parties hereto shall pay to the State of Washington  
the amount due thereon, and shall pay to the State of Washington, the amount  
of taxes and assessments, and shall pay to the State of Washington, the amount  
of insurance premiums, and shall pay to the State of Washington, the amount  
of interest, into this mortgage to First Federal Savings and Loan Association  
of Vancouver to secure an indebtedness, to First Federal Savings and Loan  
Association of Vancouver a sum being loaned by it and borrowed by the  
parties hereto to construct a single family home on Lot 1, as hereinafter  
described, referred to Plat and Survey, which is a part of the above described  
property, as recorded in the office of the Auditor of Skamania County,  
Washington, and within the set out bounds of the legal description in  
Plat, by James V. HARVEY and Maria Karletha Harvey.

KNOW ALL MEN BY THESE PRESENTS: Waterfront Recreation, Inc. did with approval of the State of Washington and in compliance with the primary terms hereinafter described, make, execute and deliver to the mortgagor herein a document entitled "Cabin Lease Agreement" a copy of which is hereto attached and incorporated herein as if set out in full.

NOW THEREFORE, to secure the just indebtedness of the mortgagor, to First Federal Savings and Loan Association of Vancouver,

JAMES V. HARVEY AND MARIA KATHLEEN HARVEY, husband and wife take the covenants hereinafter stated and mortgages to First Federal Savings and Loan Association of Vancouver, a corporation, mortgages their cabin site leasehold interest, on the following real property located in the County of Skamania, State of Washington, to wit:

LOT 64, as shown on the Plat and Survey entitled Record of Survey for Waterfront Recreation, Inc., dated May 14, 1971, on file and of record under Auditor's File No. 73635, at page 305 of Book "J" of Miscellaneous Records of Skamania County, Washington, TOGETHER WITH an easement as established in writing on said

plot, for the joint use of the areas shown as roadways on the plat SUBJECT TO reservations by the United States of America in approved selection list number #59 dated March 4, 1953, and recorded September 4, 1953, at page 23, of Book 52 of Deeds, under Auditor's File No. 6211, records of Skamania County, Washington as follows:

"... the provisions, reservations, conditions and limitations of Section 24, Federal Power Act of June 10, 1935, as amended, ... and the prior right of the United States, its licensees and permittees to use for power purposes that part within Power Projects Nos. 2071, 2111, and 256."

The lien of this mortgage shall also extend over and to and shall cover any future interest that the mortgagor acquire in the said real property, and also all future equipment, appurtenances, fixtures, attached to or becoming a part thereof, as such equipment and appurtenances are hereinafter described, and also the rentals, issues and profits of the mortgaged property.

The debt secured by this mortgage is in the principal sum of EIGHTY THOUSAND TWO HUNDRED AND 00/100 Dollars, (\$ 80,200.00) payable in sixty (60) monthly installments of ONE HUNDRED FIFTY TWO AND 00/100 Dollars (\$ 152.00) each and the debt secured hereby matures in full on the 15<sup>th</sup> day of July, 1982, all in accordance with the terms and conditions of this instrument.

endorsement note evidencing this fact which note is to be attached to this mortgage and is made, executed and delivered by the mortgagor to the mortgagee concurrently with this mortgage and at the time of this contract.

Also, this mortgage lien shall continue in force and exist as security for any and all other advances which may from time to time be made by the mortgagor to the mortgagor, and shall continue in force and exist as security for any debt owing, or which may hereafter come to become owing, by the mortgagor to the mortgagee.

The mortgagors covenant that they are the owners of the leasehold interest in the above described premises; that they are now free of encumbrance; that this mortgage is for the sole benefit of the mortgagee for its proper use and benefit for the term of the rest, residue and remainder of said term of years next ensuing and unexpired; subject, nevertheless, to the rents, covenants, conditions, and provisions in the indenture of lease made and entered into between the State of Washington and the mortgagors, and have assigned with consent of the State of Washington, all of their right, title and interest in and to the above described leasehold interest to the mortgagee herein as a part of this transaction and contract to better secure the mortgagee; that the State of Washington has consented to the mortgagor entering into this transaction; that they will keep the buildings and other destructible property covered by this mortgage insured against loss by fire, in a sum at least equal to the mortgagee's unpaid value thereof; such insurance contract shall be issued by a responsible insurance company and the policy evidencing the same shall be delivered into the possession of the mortgagee. The said policy shall be endorsed by the mortgagor and shall contain an appropriate clause providing that the loss thereunder, if any, shall be payable to the mortgagee, in accordance with its interest at the time of loss. The mortgagor further covenants that they will pay promptly all premiums or such amounts as may be required to keep the insurance in full force and that they will pay promptly before delinquency any and all installments of taxes, special assessments and other governmental levies, together with all rentals and payments required of them under the cabin site lease hereto attached, which may hereafter be levied against or become a lien upon this mortgaged property; that they will keep the buildings and appurtenances on the said property in a good state of repair, all to the effect that the value of the said property shall not be impaired during the life of this mortgage.

The mortgagor further covenants and agrees that any and all electric wiring, furnace and heating systems, including water heaters, burners, fuel storage bins and tanks, the plumbing, ventilating, water and irrigation systems, the screens and screen doors, built-in cupboards, cupboards, cabinets, and other things of like or similar character, and all trees and garden shrubs, shall be considered as, and in case of foreclosure of this mortgage, adjudicated to be, fixtures, and a part of the mortgaged property, and shall pass to the mortgagee at the

execution sale resulting from a foreclosure of this mortgage, and in the absence of foreclosure, and during the life of this mortgage, none of such items shall be removed, nor their value, in any way impaired, by the mortgagor or their successor. In event Section 5.09 of the master lease referred to below is invoked for the protection of the mortgagee, the above items shall be considered in the same manner as if this mortgage had been foreclosed, or in the event mortgagee obtains possession through any other means the items above referred to shall be considered in like manner.

The mortgagor further covenants and agrees that the loan secured by this mortgage is made upon the personal character and integrity of the mortgagor, as well as upon the security offered, and that therefore they will not convey this mortgaged property, or any interest therein, without the consent of the mortgagee, and if any such consent is given, and any such conveyance made, the purchaser or grantee will, personally, assume and agree to pay this debt.

Now if the mortgagor shall fail to pay any installment of principal or interest upon the debt secured hereby or should they fail to perform strictly any other covenants or conditions of this mortgage, or the note evidencing the debt secured hereby, or the covenants, conditions and terms of the lease indenture with Water Front Recreation, Inc., identified and referred to above, then, at the election of the mortgagee, the whole debt secured hereby shall become immediately due and payable and mortgagee may invoke all or any of the terms of the lease made by the mortgagor with Water Front Recreation, Inc. for the benefit of a lending agency. In addition, those premises in the master lease from the State of Washington to Water Front Recreation, Inc. for the benefit of mortgagee are hereby incorporated specifically and mortgagor agrees to assign their cabin site lease to mortgagee herein, referring to, but not limited to, Section 5.08 and Section 5.09, as amended by document dated February 10, 1972, of said lease which state as follows:

"5.08" Insolvency of Lessee. If the Lessee becomes insolvent or bankrupt, or if a receiver is appointed, the State may cancel, at its option, the lease unless the lease has been used as collateral with the State's consent. If the Lessee should default in a payment to the lending agency, the State, upon request by the lender, shall assign the lease to the lending agency who may, thereafter, either operate the leased site or, with the approval of the State, assign the lease.

"5.09" Status of Sub-leases. Termination of this lease, by cancellation or otherwise, prior to the lease termination date, shall not serve to cancel approved sub-leases, nor derogate from the rights of the lienholders of record, but shall operate as an assignment to the State of any and all such sub-leases, together with the unrestricted rights of the State to receive all sub-lease payments there-in provided for from the date of said assignment. Upon termination of this lease, by cancellation or otherwise, prior to the termination date of said lease, the Lessee shall have no claim to sub-lease payments and/or sub-lease improvement values herein contained."

Or mortgagee may immediately foreclose this mortgage and the property covered by this mortgage may be sold as provided by law, and in event of such acceleration or foreclosure sale or the invoking of any other remedy provided by law by the mortgagee, shall be a perpetual bar, both in law and equity, against the mortgagor and against all persons claiming or to obtain the premises, or any part thereof by, from, through or under the mortgagor or any of them.

At election of mortgagee; if it so desires, if mortgagor shall fail to pay any installment of taxes, special assessments or other governmental levies that may become due, or if they shall fail to purchase and pay the premium on any policy of insurance, then the mortgagee may pay or advance such sums as may be necessary to pay such assessments, or governmental levy, or such insurance premium, and the amount so paid shall be added to and become a part of the debt secured hereby.

The mortgagor further agrees that if they should fail to make the payments as herein provided, or should they fail to perform any other covenant or condition of this contract, and in case of a foreclosure action, they agree to pay, in addition to the principal and interest then due, and in addition to any items of expense as are above mentioned, such sum as the court may adjudge reasonable as attorney's fees in such foreclosure action.

The mortgagor further represents that the funds loaned by the mortgagees and secured by this mortgage are to be used for improvements of the mortgaged premises.

DATED this 26th day of July, 19 77

By James V. Harvey  
James V. Harvey

By Martha Kahlectah Harvey  
Martha Kahlectah Harvey

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF WASHINGTON )  
County of Clark : ss.  
                          )

On this day personally appeared before me James V. Harvey and  
Martha Kahlectah Harvey, husband and wife  
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 therin mentioned.

Given under my hand and official seal this 26th day of July,  
19 77.

Jan E. Wicklock  
Notary Public in and for the State of  
Washington, residing in Vancouver  
My commission expires 8/7/80

