#### MORTGAGE OF LEASEHOLD INTEREST

Detween J.E.D. LAND COMPANY, a partnership, and JOHN E.

LOFGREN and JULIE M. LOFGREN, husband and wife, and ELDON A.

LUBANK, a single man, and DEAN L. STERNER, a single man,
herein referred to as "mortgagor", and GEORGE LOFGREN and
THELMA A. LOFGREN, husband and wife, herein referred to as
"mortgagee",

### WITHESSETH

WHEREAS, mortgagor is the assigned under a certain; assignment of lease, dated the "" as of November."

1979, under which there was assigned to mortgagor, all of the right, title and interest of mortgagee in the premises hereinafter mentioned and described, together with the appurtenances and improvements existing thereon; to have and to hold the same unto mortgagor, as lessee, and to his executors, administrators, and assigns, until June 1, 2025 or until subsequent assignment at option of mortgagor, said assignment being attached hereto as Exhibit "A" and incorporated herein by reference.

WHEREAS, mortgagor is justly indebted to mortgagee in the sum of Twenty-Three Thousand and Five Hundred Dollars (\$23,500.00) lawful money of the United States, evidenced by a note dated the 10 day of 1974, conditioned on the payment of such sum as provided for in said note, with interest computed at the rate of 97 percent per annum, as provided therein.

It is expressly agreed that the whole of such principal sum shall become due at the option of mortgagee after default of the payment of any installment of interest or principal, or any taxes, assessments, or rents, as hereinafter provided.

It is further agreed that mortgagor, as additional security for the payment of such sum of money mentioned in the rote, a copy of which is attached hereto as Exhibit "B", and interest thereon, and also for and in consideration of the sum of North The Hundred Color of the sum of North The Hundred Color of the sum of North The Hundred Color of the sum of North the receipt of which is acknowledged, does grant and release, assign, transfer and set over unto mortgagee, his heirs and assigns forever, all of mortgagor's right, title and interest to the following described real property:

Cabin Site No. 39 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lors 4 and 8, Section 26, Township 7 North, Range 6 East of Willamette Meridian, Skamania County, Washington,

SUBJECT, however, to an easement for right of way for access road acquired by the United States of America, United States Forest Service.

together with appurtenances existing thereon at the time of the execution of this mortgage and all future improvements and appurtenances constructed thereon during the life of this mortgage, and all the estate and right of mortgager in and to the premises under the above-mentioned lease.

To have and to hold the lease and renewals, and the estate of lessee thereunder, unto mortgagee, his heirs and assigns, for and during the remainder of the unexpired term therounder, and in any renewals thereof; subject, however,

to the rents, covenants, conditions and provisions of the lesse.

provided that if mortgagor shall pay to mortgage the sum of money mentioned in the note, a copy of which is attached hereto as Exhibit "B", and the interest thereon, at the time or times and in the manner mentioned in this note then these presents and the estate hereby granted shall cease, determine and be void.

Mortgagor hereby covenants with mortgagee as follows:

- 1. Mortgager will pay the indebtedness as provided in such note; and if default shall be made in the payment of any part thereof, mortgages shall have the power to sell the leasehold interest hereinabove described according to law.
- 2. Mortgagor will keep the buildings on the leased premises insured against loss by fire, for the benefit of mortgagee, in a sum sufficient to cover the outstanding balance on the note, and shall provide mortgagee with a Certificate of Insurance showing mortgagee as an additional insured thereon and that mortgagee is entitled to notice of cancellation.
- 3. Mortgagor will pay the rents and other charges provided for and made payable in the lease within ten (10) days after such rent or charges are payable.
- 4. Mortgagor will at all times fully perform and comply with all agreements, covenants, terms and conditions imposed on or assumed by him as lessee under the lease, and if mortgagor shall fail to do so, nortgages may, at its

option, take any action mortgages deems necessary or desirable to prevent or to cure any default by mortgagor in the performance of or compliance of any of mortgagor's covenants or obligations under the lease. Upon receipt by mortgagee from the lessor under the lease of any written notice of default by the lessee thereunder, mortgagee may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof is questioned or denied by mortgagor or by any party on behalf of mortgagor. Mortgagor hereby expressly grants to mortgagee, and agrees that mortgagee shall have the absolute and immediate right to enter in and on the encumbered premises or any part thereof to such extent and as often as mortgagee, in its sole discretion, deems necessary on desirable in order to prevent or to cure any such default By mortgagor. Mortgagee may pay and expend such sums of money as mortgagee in its sole discretion deems necessary for any such purpose, and mortgagor hereby agrees to pay to mortgagee, immediately and without demand, all such cums so paid on behalf of mortgagor and expended by mortgagee, together with interest thereon from the date of each such payment at the rate of 92 percent per annum. All sums so paid and excended by mortgagee and the interest thereon shall be added to and be secured by the lien of this mortgage.

5. Mortgagor will not surrender his leasehold interest and interest hereinabove described, nor terminate or cancel the lease, and will not without the express written consent

of mortgagee sell, transfer, encumber, modify, change, supplement, alter or amend the lease either orally or in writing, and any such termination, cancellation, modification, change, supplement, alteration, or amendment of the lease without the prior written consent thereto by mortgagee shall be void and of no force and effect. As further security to mortgagee, mortgager does hereby deposit with mortgagee his lessee's original of the lease and all amendments thereto or certified copy thereof, to be retained by mortgagee until all indebtedness secured hereby in fully paid.

- obligations under the lease, pursuant to the lease or otherwise, shall release mortgagor from any of his obligations hereunder, including his obligations with respect to payment of rent as provided for in the lease and the performance of all of the terms, provisions, covenants, conditions, and agreements contained in the lease, to be kept, performed and complied with the lessee therein.
- 7. Unless mortgagee shall otherwise expressly consent in writing the fee title to the property demised by the lease and the leasehold estate shall not merge, but shall always remain separate and distinct, notwithstanding the union of such estates either in the lessor or in the lessee, or in a third party by purchase or otherwise.

It is hereby expressly agreed that the whole of the principal sum and all accrued interest thereon shall become due at the option of the mortagee after default in the payment of any installment or principal or interest, for 10

days, or after default of the payment of any rent or other charge made payable by the lease for 30 days, or after default in the payment of any tax or assessment for 30 days after notice and demand by the holder hereof.

The word "mortgagor" shall be construed as if it is read "mortgagors", the word "mortgagees" shall be construct as if it read "mortgagees", and the masculine gender shall include the feminine or neuter, whenever the sense of this mortgage so requires.

Any decree of foreclosure of this mortgage shall include all costs, expenses, and fees, including reasonable attorney fees and costs of title search. In case such foreclosure should be settled before judgment is recorded therein, such costs, expenses and fees shall nevertheless be paid by mortgagor.

IN WITNESS WHEREOF, nortgagor has executed this mortgage at MITCHELSON & POYFAIR, 10507 E. Mill Plain Blvd., Vancouver, Washington, the day and year first above written.

Eldas HEddard

DE Home

Sixque Doon & Stener

GEATE (IF WASHINGTON)

COUNTY OF CLARK

On this day personally appeared before me JOEN E.
LOFGREN, to me known to be the individual the executed the
foregoing instrument and acknowledged to me that he did the
same as his free and voluntary act and deed for the uses and
purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SELL this 26th day of

01307/

NOTAN PUBLIC In and for the III State of Washington, residing

STATE OF WACHINGTON)

COUNTY OF CLARK

:88

On this day personally appeared before me JULIE M. LOFGREN to me known to be the individual who executed the foregoing instrument and acknowledged to me that he did the same as his this and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 25th day of November , 1979.

NOTARY PUBLIC in and for the State of Washington, residing to so known to be the individual who executed the foregoing instrument and acknowledged to se that he did the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 26th day of November , 1979.

NOTARY PUBLIC in and for the State of Mashington, residing at Vancouver.

STATE OF (ASHINGTON)

COUNTY OF CLARK

On this day personally appeared before me DEAN L. STERNER, to me known to be the individual who executed the foregoing instrument and acknowledged to me that he lid the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 26th day of November , 1975.

NOTARY PUFLIC in and arche state of Washington, realeing...

CONTRACT CASMINGRAPIA

CHARGE CERTIFY THAT THE MITTEE

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Section of the Sectio

MICHAEL & STANDARD COUNTY, WARM

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EXHIDIT "A" since from NO. 25, 1991 ETC, 1994 THE RESPONDED TO PROPERTY A SUPPLY HOUSE AND SERVED. Section 1 Laborator # EAST

#### CASIN SITE LEASE

BOOK 56 PAGE 1/2

WATER FRONT RECREATION, INC., a Washington corporation, hereinafter called Lessor, in

Acrematter called Lesses, leases to Lesses the following described cabin site on the terms and conditions stated herein.

Cabin site number "89" of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and ", Section 26, Township 7 North, Range 6 East, W.M., Skamania County, Washington, SUBJECT, however to an essement for right of way for access road acquired by the United States of America, United States Forest Serv...a

# SECTION 1. OCCUPANCY

1.02 Master Losso. Lessor holds the shove-described premises under a lease, hereinafter referred to as the "master lease," dated August 11, 1970, from the Stars of Washington, acting by and through the Department of Natural Resources.

1.03 Master Lesse incorporated. The master ferre is on file with Lottor and is available fill it maction. Lessee's rights hereunder are subject to all the terms, provisions, cuceptions and reserrations set forth in said must in lesse last to which Lessee it a subject so and incorporated herein by refer are including, without limiting the foreign. The easement for "ight of kity for an access road equilibrium the United States of America, On ted State. Forest Service, and the right of the State of Mashington to inspect the profinses at reasonable times.

#### SECTION 2. RENTAL

2.01 Basis Rental. As ant. I for each lease year, the Lause shall pay the s Four handred

2.02 Bent Adjustments. Lesson may, as of any antiversary date, increase the similar centarial following all Under them is of case, Lesson's rental to the State of Washington on the State of St

Lesser's share Increase under moster lease X Lessee - ual rental of increase to Lessor Total using a rental set sites

(b) In addition to the increar point ated under subparagraph (at above. Lutter mullipaid explanations) date, increase the annual rental hereuntlation account of taxes and essentiants, shall not extend the total property in an amount, which together with prior increases on account of taxes and assessments, shall not extend to the amount by which taxes and assessments on the land covered by the matter lease exceeds such taxes for 1970, divided by the number of improved cobin sites on each anniversary date.

(c) Finally, every ten years beginning September 1, 1800, the annual rental in the option of the Lessor, be adjusted to reflect the percent of increase from September 1,1970, in the Contumer P in index as a little by the Bureau citching statistics, U.S. Department of Labor, that is, the annual rental costs year for the succeeding ten year that is summared with the configuration as the ferth herein by the same percentage of the increase in sind. Consumts: Price to look differs from said testars for September 1, 1970.

#### SECT. ON 3. LESSON'S CONVENANTS

3.01 Declaration. In order to preserve the naturalities, by of the 1 mh y 1 to precise for the control of structures erected the continuous markets to be made thereon, and for the put 1 million to the recisions the greatest possible peace, enjoyment, privacy, health, comfort, safety, and precision of the precision of the safety certify and district that with the safe excention of the safety, and precision of the safety certify and district that with the safety exception of the North Woods as the safety of the map survey recarded in the office of the County Auditor of Skemania County, Washington

In the event constructor of s. I boat dock is not complete, by Sentember 1, 1972, it is keeply agreed that in liquid such construction, Lester ship can bout \$5.1 boat dock is not complete, by Sentember 1, 1972, it is keeply agreed that in liquid such construction, Lester ship can both \$5.10 00 to the North Woods Association, hereinafter described in paragraph 5.00, for construction of the result.

#### SECTION 4. USE OF CITE

4.01 Permitted Use. The cabin site that the used only for residential purpose, Ava building shall like ereated, altered, placed, or purmitted to remained the cobin site other than one detected single family fixeding and buildings incidental to residential use, and the cabin site that not be further subdivided into building logs.

4.02 Condition of Site. The premises he oby leased have been inspected by Lesses and are accepted their present condition.

4.03 Vehicles. No vehicles shall be carked in roadways. Vehicles shall not be operated care easy or in excess of posted speeds. No vehicle a all to operated at any time without a muffler in good working order. Excessive motor noise or annoying smoke are facilities.

4.04 Maintenines. All loss shall at all times be kent in a clean, sightly, and wholesbook modifies, and no trans, participal, littlet, junk, boxes, containers, bottles, cans, machinery, implements, lumber, or other buill ling matchiats shall be permitted to be or remain exposed on any lot and visible from any street or adjoining or nearby (femise.

6.05 Signs. No signs of any kind thall be displayed to the public view on any lot in the tract except one trollistional sign, of not more than 18 inch.: by 24 inches in size, advertising the property for sale or rent, and except signs by a builder or developer to advertise the property during the construction and sales period.

4. Since. It's now but or offentive trade or activity shall be carried on or upon any let fine trace that anything bound thereor, which may be or become an annoyance or nuisance in the area.

PAGE ONE - CABIN SITE LEASE

(\* 1) P.O.Box 603, Beaverten, Oregon 97005

# SECTION & IMPROVEMENTS continued [8.5]

.... 4.07 Animals. No animals liver lock or poultry of any kind shall be raised, bred, or kept on any lot except that eats, dogs, or other household betain. Lakept, but not for any commercial purpute. Household prises come an employance or nuits, ice to the naighborhood.

4.00 Incheration. Because of unpleasant odors and unsightliness, no individual incherator will be parmitted on any ter

4.23 First and Fireplaces. Intuition triopiaces, stoves, or other type burner must be fireproofed by use of spark-proof screens. All fires must be extinguished before leaving cabin. No fires shall be sit or maintained outside of

4.10 Tirearms and Fireworks. Discharging finiarms, firecrackers, replication any other fireworks within the North Wood, area shall be prohibited.

4.11 Commercial Use. We platted for shall be used for any commercial purpose, except that a Lesser may ront his pable from time to time, and in such east that by responsible that his terants abuse by these coverants. 6.13 Motorbices. No motorbike or motor: cle right of any nature shall he allowed except for ing on and egress.

4.11 Tr. In 2 if Tents. No tent, house trailer, or mobile not a, whether the same by or wheels or not shall be permitted on any for except during the period of eabin construction as I for guests over a well an increase.

4.15 Solscitation. There shall be no ship on on an distribution of hundbills or circula on than 2.15 without the written consent of Lesson.

£ 16 Hoss Bibs. One hase bib shall be installed an exitate wall of each called for fire protest on an or before complete motions are

## SECTIONS IMPROVEMENTS

S.01 Frans Arms of No mordant shall be excited placed or attendion the labin sit until the construction frans flowing the local or of the local or attendion by the Let of Lindson formit, with pright of produced the property at 1 for any produced the local or of the loca

Elb3 Computation. Cabins must be computed from all outside dample of some within and it most accompanies and the state of within the expectation move dat into our process. 1.00

5.4 True Removal. The person of cache of lastern weather from any site of trees, each error for fundamental and the second of th trom applied a tree out of which for est formula to pre-A CALL PROOF THE THE SELECT The state of the s

Diffa Line Martin ... Letting of the professional accepte to make person in the root may be as of the income.

CO2 (manufaction Orders Turk On Cobin Site: No americal states and the shall place of the control of the contro

Constraint Operations. The master despends of Constraint Operations of Constraint Operations. The master despends of Constraint Operations of the development of the Constraint Operation of Constraint Operation Operation of Constraint Operation Oper

The contract hereing interest in the improvements as allowed by law. Exp. 3 only parameter, and making the east ray and the least art of May 31, 2025. the service merets and a plat to a terms and conditions of the above durited paragraph shall be applicable growless.

fair That Loader sind in default under any of the terms and conditions of this lease, and sair That Loader size expose May 31, 2023, in the event of gardy contration of this lease, all buildings and emprovements treated upon the premise shall be the property of Lesser.

Exposition as

artises for attail or corresponding that this benefits of perspraph 8.04 of the master lease shall be enforceably solely agricust Control of Laboratory

C...2 Taxes and Assessments. The United that pay in annual payments all taxes and assessment it it are more than the country the are chargeable equally the improvements placed upon the cabin site, now or in the future, commission, united the taxes find becoming due and payeble after the date hereof, all before such taxes and assessments become

6.69 flows a poor inspection. The roads in the stat and certain other coloring measures shall be held in the name of The North Woods Association, a non-profit association, of which the Lessee of lots in the plat shall be responsible for the maintenance and report of roads, the entire water system including but not limited to water systems server. The intension in the premiser, docks and common aries and improvements the done (if any), he well as other community fill also which may be given it by its intensions are as and improvements the done from stall be recurred a to have dues of notice from one and collers (1%) per mouth at lessees of lots in the facilities of the foreign of the functions and duties of the Association. Seed dues shall remaind out that the time 50 lots or local. If it is independent and an early and it is hereby collegate this is not also as the function of the functions and duties of the Association. Seed dues shall remaind out the function of the function of the function of the function of the functions and duties of the Association. Seed dues shall remain out the function of the function of the function of the functions of the function of the functions of

PAGE TWO - CADIL SITE LEASE

#### SECTION S. UTILITIES

BOOK 5 FAGE 473 NOOL 56 PAGENDY

6.01 Sowage. Individual sewage displayations installed by Lesses must be designed, loc structed in accordance with this logal regulations, less ar , ordinances of Skamania County and the State of a

6.02 Reservation. Lessor resolves to itself and to its successors and essigns essements in, under, and along all roads and other common are is in the plat for any utilities whether presently installed or not. In addition, an expending its reserved in an area live (5) feet by ten (10) feet in one corner of each lot (to be selected by Lessor adjaining the read, for electric transferment would and or relephone and power service pedestals if any. And the assignment of the resolution in dividual lot shall be subject to the right to crust ower or under the same along the lot lines, with utility lines all such may be necessary in the development of this subdivision or adjoining subdivisions.

6.03. Water. Each cabin site has or will be furnished water at or near the lot line. Each lesses arrens no receive a stor from the water system supplying the North Woods and further agrees to pay Lessor \$225.00 for the highests

6.0.4 Mointenance. The losses shall bear the resounsibility and expense of furnishing, installing, beck-filling, and maintenance each underground transh or other digging upon such cabin site which is necessary for any using connect one or facilities to serve such cabin site.

## SECTION 7. MISCELLANEOUS

7.01 Lenn 17 later. Lesses agrees to comply strictly with the Lesses's rules and regulations and all applicable Federal, State, Co. 19, 2 or Monagon laws, rules and remissions relating so it activities contimpled leads into uding but not limited to, use of public or private roads. Taking, first and privation of first public has an option of streams or lake, and to assume all obligations that 1997 made upon the Laston. Lessor may inspect the area and other last and the last of the laston.

7.02 ft de noification. Lesses hereby agrees to assume all risk of, and indemnify and help harmises, and at the Lesses is approximated to a second from and against, any claims, less, cost, legil actions, inbuffy or improximate the foreign of purposed in jury to describe and against any claims, less, cost, legil actions, inbuffy or improximation of property of any described on the Lesses of the agent of destruction of property of the Lesses incorrection of the Lesses incorrect and it of pirtuests of your begins of property and interest property of the Lesson.

Or this age to or destruction of property and interest belonging, including but not similed to property of the lesson with an other could from Lesson's arthur or or the lasted promises. The Lessee further all os to indemnify and a lesson the Less of function of the property of the lessee of all or of control of the property of the lesson of the lesson of the property of the property of the less of

7.03 Influences. Leaves shall in the fire and all the and sureling east full list.

60: Fire and cost but insurance in a built in a required to aver the remains in a cost of any or insurance and be carried by a festion in a light of any or organized or and the built in policy of a soul be emported and delivered to Leston with a fund or term of the control of the built in policy of policy soul be emported and delivered to Leston with a fund or term of the control of t of torons and to const

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Let the the control Letter chiffs of widom said political insurance and fund in low-de the common or common conferming of the property of the control of the

7.64 Accomment. Without the print critical insent of Lester, Lesse shall not assen this less, or any interest therein, as subject, and in his resource.

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7.00 Where Any water by the Lessen of the provisions hereof must be an and any of the color of said crops to by purpose of said crops by purpose and provisions with success to all or any purpose of said crops by by Australia by time.

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7.07 (incompation. The purities herefold in force a environment of the position of a warded by resem of any toking landemark in order toking and environment of the control of the control

connot by the control of the person of eorphic actions and the lease that Pacific Power and Light control of Light is a second of the actions of Swift in Involved any time within the provisions of Federal Power Company (Inc.) and Light is a memorial. The Lease shall be all claim or durings and shall independ year for Swift in the provisions of Federal Power Company (Inc.) and Light Company that are visionally provided in the same and shall independ year for Swift in the same and shall independ on the same of the same

7.00 Valuaby of Provisions. The determination of any Court that any provisions of this lease are unlawful or so dishall not affect the security of any other provision hereof

7.10 Enforcement of figstrictions. Without in any way limiting the rights of Lessor, if the parties upon whom the provisions harded are binding, or any of them, shall violate or attempt to violate any of the reservations, restrictions are covered to recover the provisions of any in the provisions hereof, to about and remove, at the expense of the illustrations for the provisions in violation of the provisions hereof, to about and remove, at the expense of the effecting lessor or tessees of the provisions in violation of the provisions hereof, to the provision hereof, to recover danger for any such violations of the provisions in violation of the provisions hereof and to reasonable may proceedings at law or in equity in fact thereof and the provisions removed and to reasonable remove the same of the provisions and the provisions of the provisions

7.11 Promoutions Lan. All of the receivations, conditions, coverants, agreements and to delete the receivations of all property covered hereby and all purties and arranged and of all property within a larger.

7.12 Acrignment. Without rimiting Lessor's right to sell or resign this lessor. Lessor may accept this lesso to a corporation, and if aid corpor. On a lines the obligations of Lessor hercunder, Lessor shall thereby be re-

CADIN SITE LEASE continued

DOOK J- PAGE 2

SECTION & TERMINATION

117000 B.01 Default and Rotice. It any difault shall be made on the pair of the Lesse in the observance of such default continues for such default continues for such (600) days after an indice, in lessor may, at its option, immediately forminate this facility, forfert Lesser's interest therein, and for theith exclude the Lesser from the premise and from all right thereindee but the Lesses shall nevertheless be liable to the Lessor for all high interindent prior to such termination for all such the such and formal f 56 PAGE 46

State of Washington for a period ending June 1, 2023. This master leave provides that in the event it is fermious from the reason smallscover, prior to the leave termination date, such termination shall operate us an assignment to the State of Washington of this learn together with the unrestricted right of the State to receive payment of the rents herein provides from the date of said assignment

8.03 Fallure to Provide Property Report. Lessee shall have the ontion to word this lease if he does not receive a property report prepared pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development, in advance of the time of his signing the lease, and Lessee shall have the right to revolent his fease within 45 hours effort a long as to be if he did not receive the property report as loss 48 hr int before any the lease However, this option to void the lease chall not apply where Lessie has received to property report and in the lease. or lots to be leased in advance of signing the lease of acknowlinges by his signature that he has made so the last made so has read and understands such report

Letter thall have the option to void this lease of the does not receive a neglective report precise and currents to rules and regulations of the Oregon Subdivision Control Law ORS 92 210 - 5. UBJ in distinct of this signing this

Each and every crowspor of this remainful bind and shall inure to the henefit of the respective hers representatives, successors and as igns of the parties. In the event lesser is more than one person, the liability of such presents hereunder shall be joint. As as very

Lesson and a common the water from the part of the common and the

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George Loggreen

S. B. SCHOOL BY



INSTALLMENT NOTE

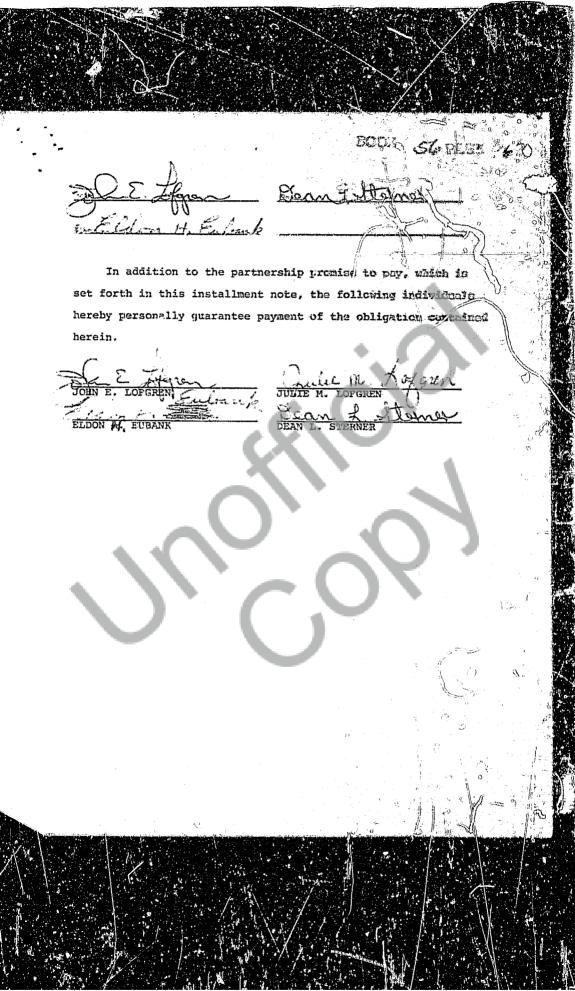
\$23,500.00

DATE: 11/26/79

FOR VALUE RECEIVED, I promise to pay to the order of GEORGE LOFGREN and THELMA A. LOFGREN, husband and wife, the sum of Twenty-Three Thousand and Five Hundred Dollars (\$23,500.00), in lawful money of the United States of America with interest thereon at the rate of 9% per annum from date until paid, payable in installments of Two Hundred and Fifty Dollars (\$250.00) per month, or more from which sum shall first be deducted interest due to the date of each installment, and the balance of each installment shall then be applied to the principal due and owing at the time of each monthly payment. The first payment shall be made on February 10, 1980, and each successive payment shall be made on the 10th day of each month thereafter, until the entire balance is paid in full. If any of the installments provided for herean are not so paid, the whole sum of both principal and interest will become immediately due and collectible at the option of the holder thereof. In case of suit or action being instituted to collect this note or any portion, we promise to pay such additional sum as the court may judge reasonable as attorney fees in said suit or action.

This note is made and executed under and to be construed by the laws of the State of Washington, and is secured by a leasehold mortgage and has been executed in conjunction with assignment of lease providing for termination of promissor's leasehold interest in real estate, in the event of the failure of promissor to make payments called for herein.

DATED this What of Nov., 1979.



### AFFIDAVIT

STATE OF WASHINGTON) COUNTY OF CLARK

JOHN E. LO THEN, JULIE M. LOPERN, PLDON A. EURANK and MAN L. STERNER, being first duly sworn upon oath, depose and state:

That we have read the Promissory Note and Assignment of Lease with Consent of Lessor, transferring to us the leasehold interest of GEORGE LOFGREN and THELMA A. LOFGREN, husbard and wife in Cabin Site #39.

We understand and agree that one provision in the Assignment of Lease provides that should we fail to make payments called for in the Promissory Note, our interest under said assignment shall terminate and all right, title and interest acquired to said leasehold shall automatically revert to and revest in GEORGE COFGREN and THEIMA A. LOFGREN, husband and wife.

We understand that this provision is given as additional security for the payment of our promissory note, and to protect GEOLGE LOFGREN and THELMA A. LOFGREN, husband and wife, in the event we should abandon the property or fail to make payments called for.

THEMEN

SUBSCRIBED AND SWORN TO before me tid's 26th day of

November , 1,975.

State of Washing at Vancouver.