THIS ASSIGNMENT OF LEASE made and entered into this 444 day of August, 1994, between ROBERT D. MITCHELSON, a single man, hereinafter called "assignor" and "borrower", and RICHARD ANTHONY and MARYANN ANTHONY, hereinafter called "assignees" and "Lender".

120248

## WITNESSETH

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Section 1: Assignment of Lease:

For value received and consideration hereinafter set forth, Assignor grants, (a) transfers and assigns to Assignees, Assignor's entire interest as Lessee, in the certain lease or real property commonly known as cabin site #80, and more particularly described as follows:

Cabin Site Number #80 of the NORTH WOODS as shown in red on ILED FOR RECORD Exhibit "A" attached hereto (all distances being approximations) ARAMA 00. WASH being part of Government Lots 4 and 8, Section 26, Township Ty Robert D. This let North, Range 6 East, Willamette Meridian, Skamania County, Washington, SUBJECT, however, to an easement for right of way, process road acquired by the United States of America, United States Forest Service.

- | (b) The lease entered into between POBERT D. MITCHELSON, (at いままたの) 和成り Assignor, is dated 544 24, 1972, and by its terms is to continue in full force and effect for a period of viet 1 2000 (x) years, expiring on Aug. 1 - 19-2050.
- This Assignment of Lease is for security purposes and shall secure performance by Assignor of the payment of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, (\$17,500.00) according to the terms of a promissory note dated August 44, 1994, payable by Assignor to Assignees.
- Section 2: Assignor's Covenants: Assignor hereby covenants and warrants that he is the legal owner and holder of the lessees' right, title and interest in and to that certain Lease Agreement described above. Assignor further warrants that he is not in default under any of the terms, conditions or covenants of the lease.
- Section 3: Full Performance: Should Assignor pay the promissory note hereby secured according to its terms and conditions, then the Assignment of Lease shall be void and of no effect.
- Section 4: Default: In the event of Assignor defaults herein, Assignees, may, at their option, without notice or regard to the adequacy of any others security personally or by its agents, take possession of the above described premises and hold, lease and manage the same on terms and for such period of time as provided in said Lease Agreement. The exercise or non-exercise by Assignees of the option granted in this paragraph shall not be construed a waiver of any default by Assignor under the note.

ASSIGNMENT OF LEASE AND AGREEMENT FOR COLLATERAL PURPOSES - 1

Section 5: Remedies of Assignee Not Exclusive: Nothing contained in the Assignment of Lease, nor any act done or omitted by Assignee pursuant to the terms of this Assignment shall be deemed a walver by the Assignee of any of the rights or remedies under the note, and this Assignment is executed without prejudice to any right or remedies possessed by the Assignees under the terms of any other instruments between the parties. The right of Assignees to collect the principal, interest and other indebtedness, and to enforce any other security may be exercised by Assignees prior to or subsequent to any action taken under the Assignment.

Section 8: <u>Effect of Assignment</u>: This Assignment, together with the agreements, covenants and warranties contained herein shall inure to the benefit of Assignee and any subsequent holders of the hereinbefore described promissory note.

IN WITNESS THEREOF, the parties hereto have executed this Agreement at Vancouver, Washington, on the day and year first above written.

312 SE Stonemill Dr. Vancouver, WA 98684

23301 NE 240th Ave Battle Ground, WA 98604

Jolest W. Mo.

ROBERT D. MITCHELSON

"Assignor"

MARYANN ANTHONY

RICHARD ANTHONY

RICHARD ANTHONY "Assignees"

STATE OF WASHINGTON)

County of Clark )

On this day personally appeared before me ROBERT D. MITCHELSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN unclearly hand and official seal this 444 day of August, 1994.

PUBLIC S MY O

NOTARY PUBLIC in and for the State of Washington residing at Vancouver

My commission expires: 9-23-97

Identity of affiant verified by

Personal knowledge

ASSIGNMENT OF LEASE AND AGREEMENT FOR COLLATERAL PURPOSES - 2

