



125059

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
OFFICE OF SUPPORT ENFORCEMENT (OSE)

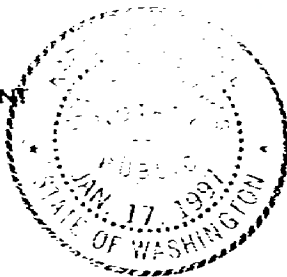
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FILED FOR RECORD
SKAMANIA CO. WASH
BY DS/HS

RELEASE - PARTIAL RELEASE OF LIEN

APR 18 3 19 PM '96
P. Olson
AUDITOR
GARY H. OLSONTO: 299615-0031-19960414-201129-5
Skamania County Auditor
POB 790
Stevenson WA 98648The Office of Support Enforcement (OSE) filed a lien with the County Auditor, Skamania
County, Washington. The lien was filed on May 31, 1983The lien is under the name John C. Winegarden birth date 04/20/38
and social security number [REDACTED]. The recording number is 95856

- ☒ OSE releases the lien in full.
- ☐ OSE releases a portion of the lien. The part that is released applies to the following property:

I, D. Rogers completed this form for OSE.April 14, 1996
DateD. Rogers
Authorized Representative
OFFICE OF SUPPORT ENFORCEMENTState of Washington
County of SnohomishI certify that I know or have evidence that D. Rogers is the person who
appeared before me. The person acknowledged signing this instrument.Date 4-14-96If you have questions, contact:
OFFICE OF SUPPORT ENFORCEMENT
5415 Evergreen Way
P.O. Box 4282 MS: N31-2
Everett Wa 98203-9282
(206) 290-3200Karal K. Arnold
SignatureTitle NotaryMy appointment expires 1-17-97In reply, refer to:
D #: 299615RELEASE - PARTIAL RELEASE OF LIEN
DSHS 09-296 (Rev. 9/92)

Registered	✓
Indexed, Dir	✓
Indexed	✓
Filed	✓
Noted	✓

(FG REL 09/95)
(3280 960414 201129)
299615/3260

provide any insurance necessary to cover any property which Lessee may have in or on said premises.

7. **LESSEE'S USE OF PREMISES:** The premises leased hereby shall be used by Lessee solely for retail sales and the conducting of such activities as normally incident to the same. Lessee covenants to conduct such business in a good businesslike manner and in compliance with all applicable laws, ordinances and other governmental regulations pertaining to the same. Lessee agrees to maintain the premises, both interior and exterior, in a clean, safe and sanitary condition and covenants that any such use of the same by Lessee shall not constitute a public or private nuisance. Lessee shall not allow any waste on the demised premises, or allow the demised premises to be used for any illegal activity. Lessee shall be privileged to install any such building, furniture, fixtures, signs or other trade fixtures in the leased premises as Lessee may reasonably require and shall be privileged to remove the same, upon the termination of this lease.

8. **IMPROVEMENTS:** The parties acknowledge that Lessee will be moving a building with approximate dimensions of 10' x 20' onto the demised premises. This building and all appurtenances thereto shall remain the property of Lessee and Lessee shall be privileged to remove such upon the termination of this lease.

9. **ADDITIONAL TENANT ON PROPERTY:** The parties acknowledge that another tenant is currently occupying the existing building which is on the same parcel involved in this lease. Lessee herein shall have unobstructed traffic flow to and around his building as located with approval of Lessor herein, and Lessee agrees to cooperate with the other tenant in not unreasonably obstructing the other tenants parking and access.

10. **SIGNS BY LESSEE:** Lessee may at its own expense place signs on the exterior of the building. Signs shall meet local code requirements and be maintained by Lessee. At the end of the lease term, the signs shall be removed and any damage done to the premises shall be repaired, all at Lessee's expense.

11. **REPAIRS:** Lessee shall, at all times during the lease and at its own cost and expense, repair, replace and maintain in good, safe and substantial condition, any improvements, additions and alterations thereto, on the demised premises, and shall use all reasonable precaution to prevent waste, damage or injury to the demised premises.

12. **OPTION TO PURCHASE:** It is acknowledged that Lessor may desire to sell the building and property which the leased premises are a part. Lessor has previously given to J. D. Davies (other tenant on the property occupying the existing building) a right of first refusal to purchase said building and property.

In consideration of the within lease and assees payment and performance of the same, Lessor grants to Lessee during the term of this lease, including any extention or renewal of the same, a second right of refusal as to any such offer to purchase said building and property which is acceptable to Lessor, subject only to the prior first right of refusal granted to J. D. Davies. Notice

18. **DEFAULT OR BREACH:** Each of the following events shall constitute a default or breach of this lease by Lessee:

- A. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.
- B. If Lessee shall fail to pay Lessor any rent or additional rent when the rent shall become due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.
- C. If Lessee shall fail to perform or comply with any of the conditions of this lease and if the non-performance shall continue for a period of thirty (30) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the thirty (30) day period, Lessee shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

19. **SUBORDINATION:** This lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part thereof, and to any and all renewals, modifications, or extensions of any such mortgages. Lessee shall on demand execute, acknowledge and deliver to Lessor, without expense to Lessor, any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension.

20. **QUIET ENJOYMENT:** Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from an eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

21. **RENT ABATEMENT:** No abatement, diminution, or reduction of rent shall be claimed or allowed to Lessee or any person claiming under it under any circumstances, including but not limited to offsets for monies to be paid by Lessor to Lessee, unless such be past due, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements, or repairs to the premises, because of any governmental laws or arising from and during the restoration of the demised premises after the destruction or damage thereof by fire or other cause or the taking or condemnation of a portion only of the demised premises except as provided in Section 11 above.

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the reasonable cost of searching the records to determine the condition of title at the time suit is commenced.

IN WITNESS WHEREOF, we have executed this instrument this 3rd day of April, 1996.

LESSOR

Stanley Barber
STANLEY BARBER

LAURAL BARBER

Laurel Barber

Address

STATE OF WASHINGTON)

County of Skamania)
Clark ss

LESSEE

Thomas K. Green
THOMAS K. GREEN

312 Colburn St.
Address

Address

FILED FOR RECORD
SKAMANIA CO. WASH
BY Thomas Green

APR 3 9 18 AM '96

P. Lowry
AUDITOR
GARY M. OLSON

I certify that I know or have satisfactory evidence that STANLEY BARBER and LAURAL BARBER, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 3rd day of April, 1996.

Peggy B. Lowry
Notary Public in and for the State of Washington

Commission expires: 2/23/99 PEGGY B. LOWRY

STATE OF WASHINGTON)

County of Skamania)
Clark ss

STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 2-23-99

I certify that I know or have satisfactory evidence that THOMAS K. GREEN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 3rd day of April, 1996.

Peggy B. Lowry
Notary Public in and for the State of Washington

Commission expires: 2/23/99

PEGGY B. LOWRY
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 2-23-99