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BOOK 106 PAGE 270

RECORDED  
BY RAINIER BANK  
OREGON, N.A.  
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Recording Requested by:

Rainier ~~National~~ Bank Oregon, N.A.

Commercial Banking Group  
1001 S. W. Fifth - Suite 2100  
Portland, Oregon 97204

When Recorded Mail To:

Rainier ~~National~~ Bank Oregon, N.A.  
Commercial Banking Group  
1001 S. W. Fifth - Suite 2100  
Portland, Oregon 97204

(Reserved for Auditor's Use Only)

## ASSIGNMENT OF LEASE BY LESSEE FOR SECURITY PURPOSES

FOR VALUE RECEIVED, Raymond L. Carter and Nancy Carter, husband and wife as Assignor, hereby transfers, conveys, assigns, grants and delivers unto RAINIER BANK OREGON, N.A. ("Rainier"), a national banking association, at its Portland Office, all of Assignor's right, title, estate and interest in and to that certain lease (and all renewals, modifications and extensions thereof) entered into on June 15, 19 71, between Water Front Recreation, Inc., a Washington corp., as Lessor, and Assignor, as Lessee, ("the Lease") covering a certain parcel of real property situated in Skamania County, Washington ("premises") as more particularly described in Exhibit "A" attached hereto.

This Assignment is given as security for all of Assignor's indebtedness to Rainier and all renewals, modifications or extensions thereof, and all such further sums as may be advanced or loaned by Rainier to Assignor, and all renewals, modifications or extensions thereof.

Rainier shall not have any obligations under the Lease or with respect to the premises until such time as it elects to take, and does acquire, possession of the premises. So long as Assignor is not in default under this Assignment, nor in default under any obligations secured hereby, Assignor shall have exclusive right to possession of the premises.

- 1 -

Registered \$  
Index \$  
Filing \$  
Total \$

Notwithstanding the above, Assignor shall not make any material alteration or amendment in the Lease without the prior written consent of Rainier, which consent shall not be unreasonably withheld.

Assignor shall faithfully and promptly perform all Assignor's obligations under the Lease. Assignor shall pay all taxes and assessments before due, and shall keep the premises in good condition and continuously insured, at Assignor's expense, against such risks and such amounts as Rainier may request. Assignor shall permit Rainier to examine and inspect the premises at any reasonable time.

Rainier shall have the right to take immediate possession of the premises should Assignor be in default under the terms of (i) any Note, Loan Agreement, or other obligation with Rainier, (ii) the Lease, or (iii) this Assignment. If Assignor should be in default under the terms of the Lease, Rainier shall have the right, but not the obligation, to cure such default on behalf of Assignor, and Assignor shall immediately pay to Rainier any amounts or expenses reasonably incurred by Rainier in curing such default, or performing Assignor's duties under the Lease.

The remedies granted to Rainier hereunder are in addition to any other remedies provided by agreement between the parties or by law. If this Assignment or any obligation secured hereby is referred to an attorney for enforcement, collection or realization, Assignor shall pay to Rainier a reasonable fee for attorney's services (including the reasonable value of the services of in-house counsel), and all other legal expenses of whatever kind or nature.

DATED this 2nd day of July, 19 87.

Raymond L. Carter  
Name of Assignor/Lessee

Raymond L. Carter

Nancy Carter  
By

Nancy Carter

Its

its

#### CONSENT OF LESSOR

Lessor has read the above Assignment of Lease By Lessee For Security Purposes, and consents to the Lessee's execution of same. Lessor agrees that:

1. Upon default by Lessee under the Lease, Lessor shall not terminate the Lease without having first given Rainier such notice and right to cure said default as is granted to Lessee under the Lease. If Rainier elects to cure any such default, Lessor agrees to accept such tender of cure on behalf of Lessee, but further agrees that Rainier shall not be liable under the terms of the Lease unless Rainier elects to take, and does acquire, possession of the premises.

2. Upon default by Lessee under the terms of the above Assignment of Lease, Rainier, if it so elects, may take possession of the premises and Lessor agrees to accept Rainier as Lessee under the Lease.

3. Rainier shall have all rights of reassignment granted to Lessee under the Lease Agreement, except that if Rainier locates a credit worthy assignee that otherwise meets the Assignment criteria of the Lease Agreement, Lessor shall consent to a reassignment by Rainier without any further liability of Rainier, it being expressly understood that if Rainier takes possession of the premises it shall be doing so for the sole purpose of ultimate reassignment.

4. No material amendment or modification of Lease shall be made without the prior written consent of Rainier.

5. The Lessor waives and disclaims any interest in and to any ~~XXXXXXX~~ equipment or other personal property placed on the premises by Lessee and subject to a security interest of Rainier.

DATED this 2nd day of July 19 87.

LESSOR:

Water Front Recreation, Inc., a Washington corp.

By *James Thompson*

Its *Secretary*

asgnlsee.efi

Raymond L. Carter and Nancy Carter  
July 2, 1987

EXHIBIT "A"

Lot 26 as shown on the plat survey entitled Record of Survey for Waterfront Recreation, Inc., dated July 2, 1971, on file and of record at Page 306 of Book "J" of miscellaneous records under auditor's file No. 73635, records of Skamania County, Washington.

Unofficial  
Copy



LESSOR

CALIFORNIA  
STATE OF WASHINGTON  
COUNTY OF SAN DIEGO

On this 12th day of August, 1987, before me personally appeared Donna Thompson to me know to be the Secretary of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



NOTARY PUBLIC in and for the  
State of Washington, residing  
xxx California.

My commission expires on

9-9-38

STATE OF WASHINGTON )  
County of )

On this day personally appeared before me \_\_\_\_\_ and \_\_\_\_\_ to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.

My commission expires on

ASSIGNOR

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

On this 12th day of August, 1987, before me personally appeared Donna Thompson to me known to be the Secretary of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Leslie Russell  
NOTARY PUBLIC in and for the  
State of California

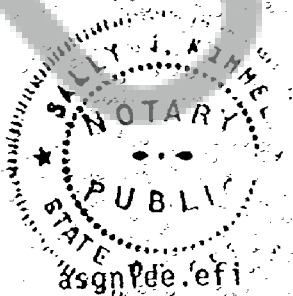
My commission expires on  
9.2.88

STATE OF OREGON )

County of Washington

On this day personally appeared before me Raymond L. Carter and Dancy Carter, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of July, 1987.



Sally J. Kimmel  
NOTARY PUBLIC in and for the State of  
OREGON

My commission expires on  
3/10/91