

126625

RECORDATION REQUESTED BY:

KLUCKITAT VALLEY BANK  
390 NE TOHOMISH ST  
P O BOX 279  
WHITE SALMON, WA 98672

WHEN RECORDED MAIL TO:

KLUCKITAT VALLEY BANK  
390 NE TOHOMISH ST  
P O BOX 279  
WHITE SALMON, WA 98672

SEND TAX NOTICES TO:

KLUCKITAT VALLEY BANK  
390 NE TOHOMISH ST  
P O BOX 279  
WHITE SALMON, WA 98672

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BOOK 160 PAGE 578

FILED FOR RECORD  
SKAMANIA CO WASH  
BY Kluclkitat Valley Bank  
Nov 1 4 07 PM '96  
O Laury  
AUDITOR  
GARY H. OLSON

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

LANDLORD'S CONSENT

THIS LANDLORD'S CONSENT is entered into among R. L. ENSMINGER and JODY C ENSMINGER ("Borrower"), whose address is 602 KOLLOCK-KNAPP RD, UNDERWOOD, WA 98651; KLUCKITAT VALLEY BANK ("Lender"), whose address is 390 NE TOHOMISH ST, P O BOX 279, WHITE SALMON, WA 98672; and WILLIAM E & MARGARET L MCANDREW ("Landlord"), whose address is 21616 76TH W, SUITE 210, EDMONDS, WA 98026. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Landlord's Consent, as this Landlord's Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent from time to time.

Borrower. The word "Borrower" means R. L. ENSMINGER and JODY C ENSMINGER.

Collateral. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

1986 VALLEY MANSION MODEL 2832 SER# VMH12832W62212 AB&C

Landlord. The word "Landlord" means WILLIAM E & MARGARET L MCANDREW. The term "Landlord" is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lease. The word "Lease" means that certain lease of the Premises, dated June 1, 1996, between Landlord and Borrower.

Lender. The word "Lender" means KLUCKITAT VALLEY BANK, its successors and assigns.

Loan. The word "Loan" means the loan, or any other financial accommodations, Lender has made or is making to Borrower.

Premises. The word "Premises" means the real property located in SKAMANIA County, State of Washington, commonly known as 602 KOLLOCK-KNAPP RD, UNDERWOOD, WA 98651, and legally described as:

SE 1/4 NE CORNER OF SECTION 19, TOWNSHIP 3N, RANGE 10E OF SKAMANIA COUNTY, TAX LOT 701. THIS NE CORNER RUNS 205' E & W, AND 200' N & S.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan, including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any one instance shall not constitute consent to subsequent instances where such consent is required.

5-10-19-701

OK

08-02-1996  
Loan No 17010445

LANDLORD'S CONSENT  
(Continued)

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EACH BORROWER AND LANDLORD ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND EACH BORROWER AND LANDLORD AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 2, 1996.

BORROWER:

X R. L. Ensminger  
R. L. ENSMINGER

X Jody C Ensminger  
JODY C ENSMINGER

LANDLORD:

WILLIAM E & MARGARET L MCANDREW  
William E. McAndrew  
X Margaret L. McAndrew  
Landlord's Signature

LENDER:  
KLICKITAT VALLEY BANK  
By: [Signature]  
Authorized Officer

LENDER ACKNOWLEDGMENT

STATE OF Washington )  
COUNTY OF Klickitat ) SS

On this 30 day of September, 1996, before me, the undersigned Notary Public, personally appeared [Signature], and personally known to me or proved to me on the basis of satisfactory evidence to be the authorized agent for the Lender that executed the within and foregoing instrument and acknowledged the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is that of the said Lender.

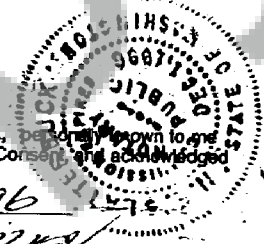


INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
COUNTY OF Klickitat ) SS

On this day before me, the undersigned Notary Public, personally appeared R. L. ENSMINGER and JODY C ENSMINGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Landlord's Consent, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of August, 1996  
By: [Signature] Residing at [Address]  
Notary Public in and for the State of \_\_\_\_\_ My commission expires 12/1/96



LANDLORD ACKNOWLEDGMENT

STATE OF Washington )  
COUNTY OF Snohomish ) SS

On this day before me, the undersigned Notary Public, personally appeared WILLIAM E & MARGARET L MCANDREW, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Landlord's Consent, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of September, 1996  
By: [Signature] Residing at Seattle WA  
Notary Public in and for the State of Washington My commission expires 1/4/98

