

Return Address:

Brian S. Sommer
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Bellevue, WA 98006

RCO File No. 7258.50175

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. CONSENT TO ASSUMPTION OF LEASE BY LENDER

Reference Number(s) of Documents assigned or released:

REAL ESTATE EXCISE TAX

Additional reference #'s on page ____ of document

N/A

Grantor(s) (Last name, first name, initials)

1. WATERFRONT RECREATION, INC.

MAY 26 2010

Additional names on page ____ of document.

PAID

Victoria J. Geller
SKAMANIA COUNTY TREASURER

Grantee(s) (Last name first, then first name and initials)

1. JPMORGAN CHASE BANK, N.A.

Additional names on page ____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LOT(S) 45, OF WATERFRONT RECREATION, INC.

Additional legal is on page ____ of document.

Assessor's Property Tax Parcel/Account Number

☐ Assessor Tax # not yet assigned

96-000045 ☒

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, hereby I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/ formatting requirements.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sussman Shank LLP
1000 SW Broadway, Suite 1400
Portland, OR 97205
Attn: Harry M. Hanna

Space Above for Recorder's Use

CONSENT TO ASSUMPTION OF LEASE BY LENDER

This Consent to Assumption of Lease by Lender ("Consent Agreement"), dated as of April 12, 2010 is entered into by and between WATER FRONT RECREATION, INC., a Washington corporation, ("Lessor"), and JPMorgan Chase Bank, a(n) National Association, ("Lender") with respect to the following:

Recitals

A. Lessor and Michael and Elizabeth Booth as lessee ("Lessee") entered into a Cabin Site Lease for Cabin Site 45 by document entitled "Assignment, Assumption and Consent", dated June 21, 2005, recorded in Skamania County, Washington Records as document #2005158227 ("Lease"), pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

Cabin Site #45 of the Northwoods being part of Government Lots 4 and 8, Section 28, Township 7 N, Range 6 E Willamette Meridian, Skamania County, Washington (Tax Parcel ID# 96-000045)

B. Without consent of Lessor as required by the terms of the Lease, Lessee encumbered Lessee's leasehold interest in the Leased Property by assignment for security purposes of Lease in the form of a trust deed ("Leasehold Encumbrance") in favor of Lender to secure Lessee's obligations under a loan agreement, which Leasehold Encumbrance was recorded in the official records of Skamania County on August 5, 2005 as fee no. 2005158228.

C. The Lease prohibits assignment without prior consent of the Lessor. Lessor is willing to consent to the assumption of the Lease by Lender subject to the terms and conditions of this Consent Agreement.

D. Lessee is currently in default under the terms of the Lease and the Leasehold Encumbrance.

Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. **Consent.** Lessor hereby consents to the assumption of the Lease by Lender, provided however, and upon the express conditions that Lender:

1.1 Upon execution of this Agreement, cure all defaults under the Lease, including without limitation, payment of all past due rent, taxes, Northwoods Association dues, fees and assessments and legal fees and costs incurred by Lessor related to Lessee's default under the Lease;

1.2 Extinguish any interests of Lessee in the Cabin and Leased Property by appropriate legal actions or proceedings which Cabin shall remain subject to the terms of the Lease; and

1.3 Assume and fulfill all obligations under the Lease as lessee in accordance with its terms and conditions.

3. **Non-waiver; Subsequent Transfers.** This consent shall not be deemed a waiver for the future of the covenant against further assignment or subletting without consent of Lessor. Any subsequent transfer of the Lease may be made by Lender only with written consent of the Lessor and subject to the conditions relating to such transfer as are set forth in the Lease and transfer approval requirements of Lessor.

4 **Notices.** All Notices hereunder shall be in writing and deemed given (a) when delivered personally, (b) three (3) days after the date the Notice is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, (c) on the day the Notice is sent by electronic transmission, with receipt mechanically confirmed, or (d) one (1) day after the date the Notice is deposited for next day overnight delivery with a nationally recognized overnight courier service, addressed and/or sent by electronic transmission, as the case may be, as follows:

If to Lessor to: Water Front Recreation, Inc.
P.O. Box 7139
Bend, OR 97708-7139

Attention: Leslie M. Russell
Fax: (541) 389-2793
Email: waterfrontrecreation@ykwco.net

With a copy to: Sussman Shank LLP
1000 SW Broadway, Suite 1400
Portland, OR 97205

Attention: Harry M. Hanna
Fax: (503) 248-0130
Email: harry@sussmanshank.com

If to Lender to: Maltonia Julian, Sr. Lead Operations Specialist
JPMorgan Chase Bank, N.A.
7757 Bayberry Road (Mail Stop: FL5-7701), Jacksonville, FL 32256
Tel: (904) 462-2158, Email: maltonia.julian@chase.com

Attention: _____

Fax: () _____

Email: _____

Or to any other address as the parties may from time to time designate by a Notice in writing to the other parties.

5. Successors and Assigns. The terms of this Consent Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

6. Effect of this Consent to Agreement. Except as provided in this Consent Agreement, the Lease shall remain in full force and effect as originally written. The Lease is subject to a Master Lease with the State of Washington and all parties hereto agree that the terms of the Master Lease shall govern any inconsistent or conflicting provisions in this Consent Agreement and the Lease and assignments of Lease are subject to the terms of the Master Lease.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Recitals. The recitals are true and correct and are a part of this Agreement.

Lessor:

Lender:

Water Front Recreation, Inc.

Caleb J.

By:

Leslie M. Russell
Leslie M. Russell, President

By:

Cicely Johnson
AVP / Operations Unit Manager
JP Morgan Chase

STATE OF Florida
County of Duval

) ss.

I certify that I know or have satisfactory evidence that Cicely Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Assistant Vice President of JP Morgan Chase to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

3/2/10

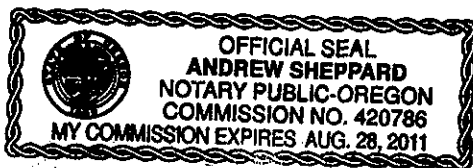
LORI ELIZABETH BRECHEEN
Notary Public, State of Florida
My comm. exp. Apr. 12, 2011
Comm. No. DD 662699

Lori Elizabeth Brecheen
(Signature)
Florida Notary
Title
My Appointment Expires: 4-12-2011

STATE OF OREGON)
 County of DESSCHUTES) ss.

I certify that I know or have satisfactory evidence that Leslie M. Russell is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as President of Water Front Recreation, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 04-12-10



[Signature]
 (Signature)
NOTARY PUBLIC - OREGON
 Title
 My Appointment Expires: AUG. 28, 2011