

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Water Front Recreation, Inc.  
PO Box 7139  
Bend, OR 97708  
Attn: Leslie Russell

Space Above for Recorder's Use

SCR 32437

**CONSENT TO ENCUMBRANCE OF LEASEHOLD INTEREST**

This Consent to Encumbrance of Leasehold Interest ("Consent to Encumbrance"), dated as of **October 10, 2011** is entered into by and among **Scott and Leslie Handley**, as lessee ("Lessee"), **Water Front Recreation, Inc., a(n) Washington, Corporation**, as lessor ("Lessor"), and **PrimeLending, a(n) PlainsCapital Company, A Texas Corporation**, ("Lender") with respect to the following:

**Recitals**

A. Lessor and Lessee entered into a Cabin Site Lease for Cabin Site #106 dated **August 3, 1975**, recorded in Skamania County, Washington Records in **Document #2005157913**, ("Lease"), by document entitled "Assignment, Assumption and Consent", dated, 11-3-2011 recorded in Skamania County, Washington Records as **AFN #, 201179400** pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

Abbreviated Legal: Lot #106

Tax Parcel Number (s) **96-000106000000**

B. Lessee wishes to encumber 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 is being recorded concurrently with this Consent to Encumbrance in the official records of Skamania County.

C. The Lease prohibits assignment without prior consent of the Lessor. Lessor is willing to consent to the Leasehold Encumbrance subject to the terms and conditions of this Consent to Encumbrance.

### Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. Consent to Encumbrance. Lessor hereby consents to the Leasehold Encumbrance, provided however, and upon the express condition, that neither such consent nor the collection of rent from the Lender shall be deemed a waiver or relinquishment for the future of the covenant against assignment or subletting and such conditional acceptance of the Lender as Lessee shall not be deemed a release or waiver from any further performance of the provisions of the Lease from and after the effective date of any assignment.

2. Assignment of the Lease Becoming Absolute. Lessor hereby further agrees that upon default by Lessee under the Leasehold Encumbrance to Lender, Lessor agrees to assignment by Lessee of all Lessee's leasehold interest in the Property becoming absolute to Lender upon written notice to Lessor, the cure of all defaults under the Lease, if any, and fulfillment and assumption of Lessee's obligations under the lease by Lender, subject to the terms and conditions of the Lease. This consent shall not be deemed a waiver for the future of the covenant against further assignment or subletting of the Lease without consent of Lessor.

Any subsequent transfer of the Leasehold may be made only with such written consent of Lessor and subject to the conditions relating to such transfer as are set forth in the Lease.

3. Time for Notice. Any notice to Lender under Section 5 may be given concurrently with the notice of default to Lessee, as provided in the Lease.

4. Lender's Right to Cure. Lessor may not terminate the Lease because of any default or breach under the Lease on the part of Lessee if Lender within thirty (30) days after Lessor's written notice to Lender of Lessor's intention to so terminate:

4.1 cures the default or breach within the time provided above; and

4.2 keeps and performs all of the covenants and conditions of the Lease including those requiring the payment of money by Lessee.

Lender's right to possession and quiet enjoyment of the Leasehold shall be subject to payment of all unpaid obligations owing to Lessor and full and faithful performance of all terms and conditions under the Lease by Lender.

5. 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 Russell  
Fax: 541/388-9058  
Email: leslierussell79@gmail.com

If to Lessee to: Scott and Leslie Handley  
10572 SE Waterford Ct  
Happy Valley, OR 97086  
Phone: (503) 777-1781  
Email: \_\_\_\_\_

If to Lender to: PrimeLending, A Plains Capital Company  
A Texas Corporation  
18111 Preston Road  
Suite 900  
Attention: Kristi Harris  
Fax: 866/908-3258  
Email: kharris@primelending.com

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

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

7. Effect of this Consent to Encumbrance. Except as provided in this Consent to Encumbrance, the Lease shall remain in full force and effect as originally written. The Leased Property 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 to Encumbrance and all leases and assignments of lease are subject to the terms of the Master Lease.

8. 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.

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

Lessor:

Water Front Recreation, Inc.

By: Leslie M Russell, pres.  
Leslie M. Russell, President

Lessee:

By: Scott Handley  
Scott Handley

By: Leslie Handley  
Leslie Handley

Lender:

PrimeLending, A PlainsCapital  
Company, A Texas Corporation

By: Kristi Harris  
Kristi HARRIS  
Senior Vice President

STATE OF CA San Diego )  
County of San Diego ) ss.

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

Dated: \_\_\_\_\_, 20\_\_

SEE ATTACHED CALIFORNIA NOTARIAL DOCUMENT

☒ All-Purpose Acknowledgement ☐ Jurat With Affiant Statement

☐ Copy Certification by Document Custodian

11-02-2011

(Signature)

Title

My Appointment Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San DiegoOn 11-02-2011

Date

before me,

Sarah Alam, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Leslie M Russell

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document:

Consent to Encumbrance of Leasehold Interest

Document Date:

11-02-2011

Number of Pages:

Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

Leslie M Russell☐ Individual☒ Corporate Officer — Title(s):President☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here



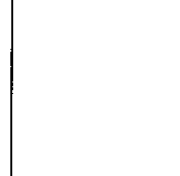
Signer's Name: \_\_\_\_\_

☐ Individual☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

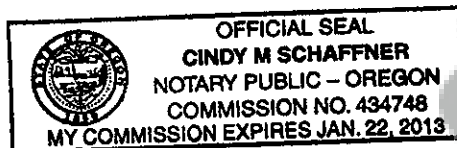
Top of thumb here



STATE OF Oregon )  
 County of Multnomah ) ss.

I certify that I know or have satisfactory evidence that Scott Handley  
 is the person who appeared before me, and said person  
 acknowledged that he/she signed this instrument, on oath stated that he/she was authorized  
 to execute the instrument and acknowledged it as the \_\_\_\_\_ of  
 \_\_\_\_\_ to be the free and voluntary act of such party for the  
 uses and purposes mentioned in the instrument.

Dated: 11/1, 2011



Cindy M Schaffner  
 (Signature)  
Notary Public  
 Title  
 My Appointment Expires: 1/22/13

STATE OF Texas )  
 County of Collin ) ss.

I certify that I know or have satisfactory evidence that Kristi Harris  
 is the person who appeared before me, and said person  
 acknowledged that he/she signed this instrument, on oath stated that he/she was authorized  
 to execute the instrument and acknowledged it as the SVP of  
PrimeLending, A Plans Capital Co to be the free and voluntary act of such party for the  
 uses and purposes mentioned in the instrument.

Dated: 10-26, 2011

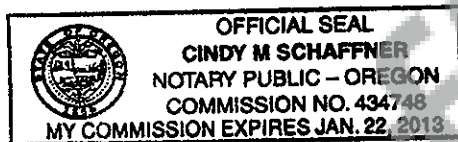


Vicki Marler  
 (Signature)  
AUP Condo Department  
 Title  
 My Appointment Expires: MAY 25, 2013

STATE OF Oregon )  
 County of Multnomah ) ss.

I <sup>do</sup> certify that I know or have satisfactory evidence that Leslie Handley  
 \_\_\_\_\_ is the person who appeared before me, and said person  
 acknowledged that he/she signed this instrument, on oath stated that he/she was authorized  
 to execute the instrument and acknowledged it as the \_\_\_\_\_ of  
 \_\_\_\_\_ to be the free and voluntary act of such party for the  
 uses and purposes mentioned in the instrument.

Dated: 11/11, 2011



Cindy M Schaffner  
 (Signature)  
Notary Public  
 Title  
 My Appointment Expires: 4/22/13