

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

CONSENT TO ENCUMBRANCE OF LEASEHOLD INTEREST

This Consent to Encumbrance of Leasehold Interest ("Consent to Encumbrance"), dated as of May 13, 2013 is entered into by and among Luke Stansfield and Jennifer Stansfield, husband and wife as lessee ("Lessee"), Water Front Recreation, Inc., a Washington corporation, as lessor ("Lessor"), and Sun Trust Mortgage, Inc., a Virginia corporation ("Lender") with respect to the following:

Recitals

A. Lessor and Lessee entered into a Cabin Site Lease for Cabin Site 208 dated March 13, 1976, recorded in Skamania County, Washington Records as document #2008170616 ("Lease"), by document entitled "Assignment, Assumption and Consent," dated July 2, 2008, recorded in Skamania County, Washington Records as document #2008170620, pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

Lot 208, as shown on the Plat and Survey entitled "Record of survey for Water Front Recreation, Inc." dated May 14, 1971, on file and of record under Auditor's File No. 73635 at Page 306 of Book "J" of Miscellaneous Records of Skamania County, Washington.

(Referred to in the Lease as: Cabin Site 208 of the Northwood's being part of Government Lots 4 and 8, Section 26, Township 7 N, Range 6E Willamette Meridian, Skamania County, Washington.)

Assessor's Parcel No. 96-000208.

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 M. Russell
Fax: (541) 289-2793
Email: waterfrontrecreation@ykw.net

With copy to: Sussman Shank LLP
1000 SW Broadway, Suite 1400
Portland, OR 972056

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

If to Lessee to: Luke and Jennifer Stansfield
1014 11th Avenue
Milton, WA 98354

Phone: (253) 951-9625
Email: JenStansfield@msn.com

If to Lender to: Sun Trust Mortgage, Inc.
901 Semmes Avenue
Richmond, VA 23224

Attention: Pattie Stahl
Phone: (407) 762-6823
Mortgage Servicing: (800) 330-4684
Fax: (866) 229-2512
Email: patricia.stahl@suntrust.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. Lessor acknowledges that the maturity date of the Lease was extended from June 1, 2025 to June 1, 2069 pursuant to section 10.3 of the North Woods Settlement Agreement dated May 24, 1984 and approved by judgment in Oregon Circuit Court case A80-10-06115 dated September 27, 1987.

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
Leslie M. Russell, President

Lessee:

Luke Stansfield
Luke Stansfield

Jennifer Stansfield
Jennifer Stansfield

Lender:

Sun Trust Mortgage, Inc.

By: Michael M. McFarlane
Vice President



STATE OF Washington
County of Cowlitz) 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 he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Water Front Recreation, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/28/, 2013

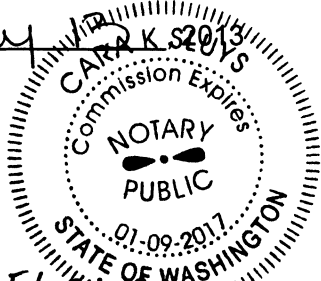
Katie M. Martinsen
(Signature)

Title

My Appointment Expires: 9/5/2015

STATE OF Washington)
County of Pierce) ss.

I certify that I know or have satisfactory evidence that Luke Stansfield and Jennifer Stansfield 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: May 17, 2013


Carrie K. Stansfield
(Signature)
Payables manager
Title
My Appointment Expires: Jun 9, 2017

STATE OF Florida)
County of Orange) ss.

I certify that I know or have satisfactory evidence that Michael Medvitz/Suntrust 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 MANAGER /VP of Sun Trust Mortgage, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/20/, 2013



Patricia Stahl
(Signature)
Mortgage Loan Processor
Title
My Appointment Expires: 8/29/13