

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Quality Loan Service Corporation

2141 5<sup>th</sup> Ave  
San Diego, CA 92101  
Attn:

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 June 27, 2014 is entered into by and between WATERFRONT RECREATION, INC., a Washington corporation, ("Lessor"), and Green Tree Servicing, LLC, ("Lender") with respect to the following:

**Recitals**

A. Lessor and Mary Susan Graham as lessee ("Lessee") entered into a Cabin Site Lease for Cabin Site 157 by the Assignment of Lease dated recorded on September 28, 2006, in Skamania County, Washington Records as document #2006163129 ("Lease"), pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

LOT 157, AS SHOWN ON THE PLAT AND SURVEY ENTITLED RECORDED OF SURVEY FOR WATER FRONT RECREATION, INC., DATED MAY 16, 1974, ON FILE AND RECORD UNDER AUDITOR FILE NO. 77523, AT PAGE 449, OF BOOK 'J' OF MISCELLANEOUS RECORDS OF SKAMANIA COUNTY, WASHINGTON; TOGETHER WITH AN APPURTENANT EASEMENT AS ESTABLISHED IN WRITING IN SAID PLAT, FOR THE JOINT USE OF THE AREAS SHOWN AS ROADWAYS ON THE PLAT.

SUBJECT TO RESERVATION BY THE UNITED STATES OF AMERICA IN APPROVED SELECTION LIST NUMBER 259 DATED MARCH 4, 1953, AND RECORDED SEPTEMBER 4, 1953, AT PAGE 23 OF BOOK 52 OF DEEDS, UNDER AUDITORS FILE NO. 62114, RECORDS OF SKAMANIA COUNTY AS FOLLOWS:

"...THE PROVISIONS, RESERVATIONS, CONDITIONS, AND LIMITATIONS OF SECTION 24, FEDERAL POWER ACT OF JUNE 10, 1920, AS AMENDED...AND THE PRIOR RIGHT OF THE UNITED STATES, ITS LICENSEES AND PERMITTEES TO USE FOR POWER PURPOSES THAT PART WITHIN POWER PROJECTS NO. 2071, 2111, AND 264.

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 September 28, 2006 as document # 2006163130.

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. Lender expressly agrees that any judicial or non-judicial foreclosure brought or pending against the Cabin and Leased Property: (a) only extinguishes the Lessee's rights to the property; (b) in no way affects the validity or enforceability of the Cabin Lease, the Master Lease or the Lessor's rights or interest in the Cabin and Leased Property; and (3) notwithstanding the foreclosure sale, Lender takes the Cabin and Leased Property subject to Lessor's interest(s) therein and the Lease and the Master Lease, which remain in full force and effect; 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@ykw.com](mailto:waterfrontrecreation@ykw.com)

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](mailto:harry@sussmanshank.com)

If to Lender to: Green Tree Servicing LLC  
7360 S Kyrene Rd  
Tempe, AZ 85283

Attention: Michelle Feltes  
Foreclosure Supervisor  
Fax: (480) 333-6457  
Email: Michelle.Feltes@greentreecreditsolutions.com

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.

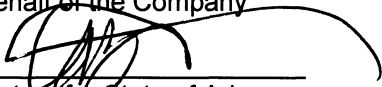
Lessor:  
Water Front Recreation, Inc.

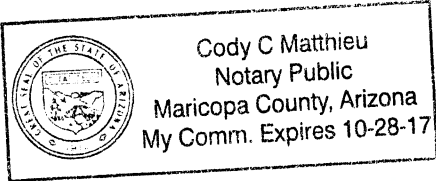
Lender: GREEN TREE SERVICING LLC  
  
10-30-2014

By: Leslie Russell, President By: Michelle Feltes  
Leslie M. Russell, President Foreclosure Supervisor

STATE OF ARIZONA  
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 30 day of June, 2014 by Michelle Feltes, Foreclosure Supervisor of Green Tree Servicing LLC, a Limited Liability Company, on behalf of the Company

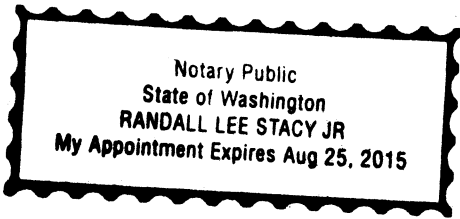
  
Notary for State of Arizona  
#327208  
Commission expires:  
10-28-17



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 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: July 15, 2014



  
(Signature) \_\_\_\_\_  
Title \_\_\_\_\_  
My Appointment Expires: Aug 25 2015

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