AFN #2015000479 Recorded 03/19/2015 at 04:57 PM DocType: AGLS Filed by: COLUMBIA GORGE TITLE Page: 1 of 5 Auditor Robert J. Waymire Skamania County,

After recording return to:

Federal National Mortgage Association C/O Green Tree Servicing LLC 7360 S Kyrene Road Tempe, AZ 85283

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

"ASSIGNOR"

Green Tree Servicing LLC

7360 S Kyrene Road Tempe, AZ 85283

"ASSIGNEE"

Federal National Mortgage Association

C/O Green Tree Servicing LLC

7360 S Kyrene Road Tempe, AZ 85283

"WATER FRONT"

WATER FRONT RECREATION, INC.,

a Washington Corporation

P.O. Box 7139

Bend, OR 97708-7139

Skamania County Assessor

Date 3-/9-/5 Parcel# 96000157

LM

DATED:

February 11, 2015

au-00-01-6-7-0000-00

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee, and Water Front hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest Assignor has in and to:

That agreement entitled "Consent to Assumption of Lease by Lender", dated June 27, 2014 entered into by and between Water Front Recreation, Inc., a Washington Corporation as Lessor, and Green Tree Servicing LLC as Lender, and recorded on 08/04/2014 as document number 2014001254 in Skamania County, WA records hereinafter referred to as "Assignment and Assumption Agreement", which pertains to property legally described as:

Lot 157, as shown on the Plat and Survey entitled Recorded 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 Auditor's File No. 62114, records of Skamania County as follows:

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- "....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 the use for power purposes that part within Power Projects No. 2071, 2111, and 264."
- 2. <u>Notices</u>. 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 the 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 Waterfront to:

Water Front Recreation, Inc.

P.O. Box 7139

Bend, OR 97708-7139

Attention: Leslie M. Russell Fax: (541) 389-2793

Email: waterfrontrecreation@ykwc.net

With a copy to:

Sussman Shank LLP

1000 SW Broadway, Suite 1400

Portland, OR 97205

Attention: Harry M. Hanna Phone: (503) 227-1111 Fax: (503) 248-0130

Email: hhanna@sussmanshank.com

If to Assignor to:

Green Tree Servicing LLC 7360 S Kyrene Road Tempe, AZ 85283

If to Assignee to:

Federal National Mortgage Association

C/O Green Tree Servicing LLC

7360 S Kyrene Road Tempe, AZ 85283

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

- 3. Assignee hereby accepts this Assignment and hereby assumes and agrees to perform all obligations of the Assignment and Assumption Agreement.
- 4. Water Front hereby consents to the foregoing assignment and assumption.
- 5. <u>Successors and Assigns</u>. The terms of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

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- 6. <u>Counterparts</u>. 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.
- 7. <u>Authority of Parties</u>. Assignor and Assignee covenant and warrant to each other that each has the legal power, right, and authority to effect this Agreement.
- 8. <u>Authority of Representative</u>. The persons executing this Agreement each represent that they have the legal power, right, and actual authority to bind the party on whose behalf each is acting, to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in triplicate as of the date first herein above written.

ASSIGNOR:

Green Tree Servicing LLC

Greichen Waggener, Assistant Vice Presiden

ASSIGNEE:

Federal National Mortgage Association by Green Tree Servicing LLC as attorney in fact

Gretchen Waggener, Assistant Vice President

Green Tree Servicing LLC

WATER FRONT RECREATION, INC.:

Laclia M. Bussall Dresident

[NOTARY ACKNOWLEDGMENTS ON THE FOLLOWING PAGES.]

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STATE OF ARIZONA COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this \(\frac{1}{2} \) day of \(\frac{1}{2} \) day of \(\frac{1}{2} \) (2015) by Gretchen Waggener, Assistant Vice President of Green Tree Servicing LLC, a Delaware Limited Liability Company, on behalf of the Company.

Notary for State of Arizona

32U2U5 Commission expires:

ADRIANA IRENE ROMERO Notary Public - Arizona Maricopa County My Commission Expires May 2, 2017

STATE OF ARIZONA **COUNTY OF MARICOPA**

The foregoing instrument was acknowledged before me this χ day of χ χ , 2015 by Gretchen Waggener, Assistant Vice President of Green Tree Servicing LLC as attorney in fact for Federal National Mortgage Association, a Delaware Limited Liability Company, on behalf of the Company.

Notary for State of Arizona

32U2U Commission expires

ADRIANA IRENE ROMERO Notary Public - Arizona Maricopa County
My Commission Expires May 2, 2017

[NOTARY ACKNOWLEDGMENTS CONTINUED.]

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State of Organ

County of Doschuk)

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: February 17th 2015

(Signature) Notary Public for the State of Oregon

Title

My Appointment Expires: 03 21 201

*17780-001\ASSIGNMENT LENDER TO LENDER - 157 (02023970);1



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