

After recording return to:

Water Front Recreation, Inc.  
P.O. Box 7139  
Bend, OR 97708

SKAMANIA CO TREASURER

MAR 16 2016

N/A  
PAID

Excise # 3762 March 01, 2016  
Vicki Chellard Treasurer

**ASSIGNMENT, ASSUMPTION,  
AND CONSENT AGREEMENT**

**“ASSIGNOR”**

Ditech Financial LLC FKA Green Tree Servicing LLC  
3000 Bayport Drive  
Tampa, FL 33607 Suite 880

**“ASSIGNEE”**

Federal National Mortgage Association  
3900 Wisconsin Ave NW  
Washington DC 20016

**“WATER FRONT”**

WATER FRONT RECREATION, INC.,  
a Washington Corporation  
P.O. Box 7139  
Bend, OR 97708-7139

**DATED:**

February 11, 2016

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 29, 2015 entered into by and between Water Front Recreation, Inc., a Washington Corporation as Lessor, and Green Tree Servicing LLC as Lender, and recorded on July 1, 2015 as document number # 2015001309 in Skamania County, WA records hereinafter referred to as “Assignment and Assumption Agreement”, which pertains to property legally described as:

Cabin Site #114 of the Northwoods being part of Government Lots 4 and 8, Section 26, Township 7 N Range 6E Willamette Meridian, Skamania County, Washington

2. 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 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@ykw.com

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: Ditech Financial LLC FKA Green Tree Servicing LLC  
  
3000 Bayport Drive, Suite 880  
Tampa, FL 33607  
\_\_\_\_\_  
\_\_\_\_\_  
  
Attention: \_\_\_\_\_  
Phone: (800) 643-0202\_  
Fax: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

If to Assignee to: Federal National Mortgage Association  
  
3900 Wisconsin Ave NW  
Washington DC 20016  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Assignor under the Assignment and Assumption Agreement.
4. Water Front hereby consents to the foregoing assignment and assumption.
5. Successors and Assigns. The terms of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.
6. 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.
7. Authority of Parties. Assignor and Assignee covenant and warrant to each other that each has the legal power, right, and authority to effect this Agreement.
8. Authority of Representative. 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:

Ditech Financial FKA Green Tree Servicing LLC

Brandon Schildts 2-11-16

Brandon Schildts, Foreclosure Supervisor

ASSIGNEE:

Federal National Mortgage Association, by Ditech Financial LLC FKA Green Tree Servicing LLC as attorney in fact

Brandon Schildts 2-11-16

Brandon Schildts, Foreclosure Supervisor

WATER FRONT RECREATION, INC.:

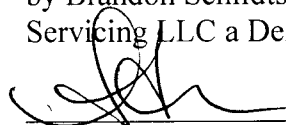
By: Leslie M. Russell President

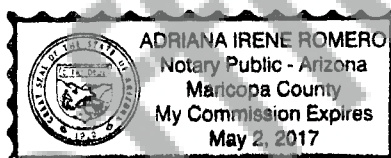
Leslie M. Russell, President

[NOTARY ACKNOWLEDGMENTS ON THE FOLLOWING PAGES.]

STATE OF ARIZONA       )  
  )ss  
COUNTY OF MARICOPA   )

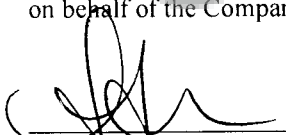
The foregoing instrument was acknowledged before me this 11 day of January, 2016  
by Brandon Schildts, Foreclosure Supervisor of Ditech Financial LLC FKA Green Tree  
Servicing LLC a Delaware Limited Liability Company, on behalf of the Company.

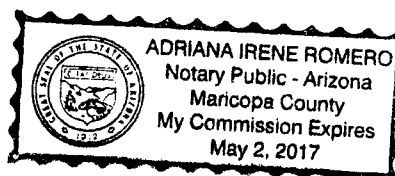
  
\_\_\_\_\_  
Notary for State of Arizona  
# 329245  
Commission expires:  
5/2/17



STATE OF ARIZONA       )  
  )ss  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged before me this 11 day of January, 2016  
by Brandon Schildts, Foreclosure Supervisor of Ditech Financial LLC FKA 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  
# 329245  
Commission expires:  
5/2/17



[NOTARY ACKNOWLEDGMENTS CONTINUED.]

State of California )  
 County of San Mateo )

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: 3/10/16

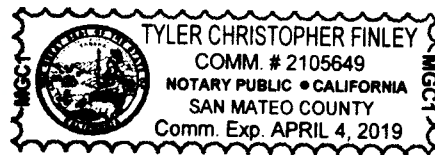
(Signature)

Notary Public

Title

My Appointment Expires: 4/4/2019

\*17780-001 FORM ASSIGNMENT - LENDER TO LENDER (02242326);1



AFN #2016001309 Recorded 07/01/2015 at 01:05 PM  
 DocType: AGLS Filed by: WATER FRONT RECREATION  
 INC Page: 1 of 4 Auditor Robert J. Waymire Skamania  
 County, WA

RECORDING REQUESTED BY  
 AND WHEN RECORDED MAIL TO:

Water Front Recreation, Inc.  
 P.O. Box 7139  
 Bend, OR 97708

Attn:

**SKAMANIA COUNTY  
 REAL ESTATE EXCISE TAX**

*N/A*  
 JUL - 1 2015

PAID

*N/A*  
*Wm. Chestland, Treasurer*  
 SKAMANIA COUNTY TREASURER

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 29, 2015, 2015 is entered into by and between WATER FRONT RECREATION, INC., a Washington corporation, ("Lessor"), and Green Tree Servicing LLC, a Delaware limited liability company, ("Lender") with respect to the following:

**Recitals**

A. Lessor and Shawn and Amy Pratt as lessee ("Lessee") entered into a Cabin Site Lease for Cabin Site 114 by document entitled "Assignment, Assumption and Consent", dated May 12, 2007 recorded in Skamania County, Washington Records as document #2007166325 ("Lease"), pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

Cabin Site #114 of the Northwoods being part of Government Lots 4 and 8, Section 26, Township 7 N Range 6E Willamette Meridian, Skamania County, Washington.

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 May 31, 2007 as fee no. 2007166326.

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.

Skamania County Assessor  
 Date 7-1-15 Parcel # 96-000114000000

**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@susmanshank.com](mailto:harry@susmanshank.com)

If to Lender to:

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

Attention: Brandon Schildts  
Foreclosure Supervisor  
Fax: (480) 333-6457  
Email: Brandon.Schildts@gtsservicing.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

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

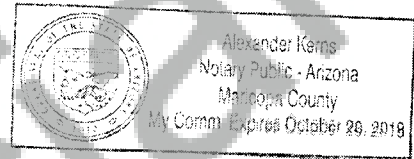
By: Brandon Schildts 6-22-15  
Brandon Schildts  
Foreclosure Supervisor



STATE OF ARIZONA                     )  
   )ss  
 COUNTY OF MARICOPA             )

The foregoing instrument was acknowledged before me this 22 day of JUNE, 2015 by Brandon Schildts, Foreclosure Supervisor of Green Tree Servicing LLC a Delaware Limited Liability Company, on behalf of the Company.

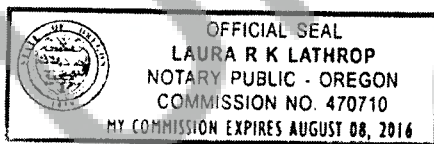
[Signature]  
 Notary for State of Arizona  
#335424  
 Commission Expires: 10/28/2018



STATE OF Oregon                     )  
   ) ss.  
 County of Deschutes             )

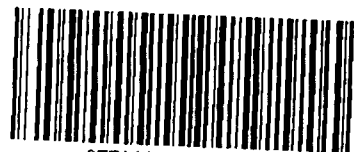
I certify that I know or have satisfactory evidence that Leslie M. Russell is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as President of Water Front Recreation, Inc.,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

Dated: June 29, 2015



[Signature]  
 (Signature)  
Notary Public  
 Title  
 My Appointment Expires: August 08, 2016

When Recorded Return To:  
Green Tree Servicing LLC  
Attn: Document Custody, T326  
7360 South Kyrene Rd  
Tempe, AZ 85283



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2011-0673486 08/12/11 02:12 PM  
3 OF 5

H07P

**LIMITED POWER OF ATTORNEY**

<b>TO</b>	<b>GREEN TREE SERVICING LLC</b>
<b>FROM</b>	<b>Federal National Mortgage Association (FNMA)</b>
<b>DATED</b>	<b>7/18/11</b>
<b>DEAL</b>	<b>FNMA Loans</b>

## LIMITED POWER OF ATTORNEY

Federal National Mortgage Association, a corporation organized and existing under the laws of the United States of America, having an office for the conduct of business at 13150 Worldgate Drive, Herndon, Virginia 20170, constitute and appoints Green Tree Servicing, LLC, a Limited Liability Company organized and existing under the laws of Delaware, its true and lawful Attorney-in-Fact, and in its name, place, and stead and for its use and benefits, to execute, endorse, and acknowledge all documents customarily and reasonably necessary and appropriate for:

1. the release of a borrower from personal liability under the mortgage or deed of trust following an approved transfer of ownership of the security property;
2. the full satisfaction or release of a mortgage or the request to a trustee for a full reconveyance of a deed of trust;
3. the partial release or discharge of a mortgage or the request to a trustee for a partial reconveyance or discharge of a deed of trust;
4. the modification or extension of a mortgage or deed of trust;
5. the subordination of the lien of a mortgage or deed of trust;
6. the completion, termination, cancellation, or rescission of foreclosure relating to a mortgage or deed of trust, including (but not limited to) the following actions:
  - a. the appointment of a successor or substitute trustee under a deed of trust, in accordance with state law and the deed of trust;
  - b. the issuance of a statement of breach or nonperformance;
  - c. the issuance or cancellation or rescission of notices of default;
  - d. the cancellation or rescission of notices of sale; and
  - e. the issuance of such other documents as may be necessary under the terms of the mortgage, deed of trust, or state law to expeditiously complete said transactions, including, but not limited to, assignments or endorsements of mortgages, deeds of trust, or promissory notes to convey title from Fannie Mae to the Attorney-in-Fact under this Limited Power of Attorney;
7. the conveyance of properties to the Federal Housing Administration (FHA), the Department of Housing and Urban Development (HUD), the Department of Veterans Affairs (VA), the Rural Housing Service (RHS), or a state or private mortgage insurer; and
8. the assignment or endorsement of mortgages, deeds of trust, or promissory notes to the Federal Housing Administration (FHA), the Department of Housing and Urban Development (HUD), the Department of Veterans Affairs (VA), the Rural Housing Service (RHS), a state or private mortgage insurer, or Mortgage Electronic Registration System (MERS™).

The undersigned gives to said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary, and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power of the Attorney-in-Fact that all conditions precedent to such exercise of power has been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

IN WITNESS WHEREOF, I have hereunto set my hand this 18<sup>th</sup> day of July, 2011.

Federal National Mortgage Association

Witness:

Jeanine Dooley

By:

Barbara Cushman  
Asst. Vice President

Witness:

Michael Woods

By:

Francisco Nicco-Annan  
Assistant Secretary

STATE OF VIRGINIA     }  
COUNTY OF FAIRFAX    }

The foregoing instrument was acknowledged before me, a notary public commissioned in Fairfax County, Virginia this 18<sup>th</sup> day of July, 2011 by Barbara Cushman, Assistant Vice President, and Francisco Nicco-Annan, Assistant Secretary of Federal National Mortgage Association, a United States Corporation, on behalf of the corporation.

Notary Public: Shanicka Singleton  
My Commission Expires: 10/31/2015



# Delaware

PAGE 1

## The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"DITECH MORTGAGE CORP", A CALIFORNIA CORPORATION,

"DT HOLDINGS LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "GREEN TREE SERVICING LLC" UNDER THE NAME OF "GREEN TREE SERVICING LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF AUGUST, A.D. 2015, AT 1:35 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF AUGUST, A.D. 2015, AT 12:05 O'CLOCK A.M.

2458190 8100M

151168309

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2641973

DATE: 08-13-15

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:35 PM 08/13/2015  
FILED 01:35 PM 08/13/2015  
SRV 151168309 - 2458190 FILE

## STATE OF DELAWARE CERTIFICATE OF MERGER

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned hereby executes the following Certificate of Merger:

**FIRST:** The surviving limited liability company is **Green Tree Servicing LLC**, a Delaware limited liability company, and the corporation and limited liability company being merged into this surviving limited liability company are:

**DT Holdings LLC**, a Delaware limited liability company, and  
**Ditech Mortgage Corp**, a California corporation.

**SECOND:** The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations and limited liability companies pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

**THIRD:** The name of the surviving limited liability company is hereby amended to **Ditech Financial LLC**, a Delaware limited liability company (as such surviving entity, the "Surviving Limited Liability Company").

**FOURTH:** The mergers are to become effective as of 12:05 AM EDT on August 31, 2015.

**FIFTH:** The Agreement and Plan of Merger is on file at 3000 Bayport Drive, Suite 880, Tampa, FL 33607, the principal place of business of the Surviving Limited Liability Company.

**SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by the Surviving Limited Liability Company on request, without cost, to any stockholder or member of the constituent corporations or limited liability companies, as applicable.

[The remainder of page intentionally left blank.]

IN WITNESS WHEREOF, said Surviving Limited Liability Company has caused this certificate to be signed by an authorized officer, the 4<sup>th</sup> day of August, 2015.

GREEN TREE SERVICING LLC

By: Wanda Lamb-Lindow  
Name: Wanda Lamb-Lindow  
Title: Assistant Secretary

Unofficial Copy