

After recording return to:

Water Front Recreation, Inc.
PO Box 7139
Bend, OR 97708

**ASSIGNMENT, ASSUMPTION,
AND CONSENT AGREEMENT**

“ASSIGNOR”

Wells Fargo Bank N.A.
3476 Stateview Blvd.
Fort Mill, SC 29715

“ASSIGNEE”

Federal Home Loan Mortgage Corporation
5000 Plano Parkway
Carrollton, TX 75010

“WATER FRONT”

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

DATED: October 3rd, 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 February 19, 2013 entered into by and between Water Front Recreation, Inc., a Washington Corporation as Lessor, and Wells Fargo Bank, N.A., as Lender, and recorded on April 8, 2013 as document number 2013000694 in Skamania County, WA records hereinafter referred to as “Consent To Assumption”, which pertains to property legally described as:

LOT 49, AS SHOWN ON THE PLAT ENTITLED RECORD OF SURVEY FOR WATER FRONT RECREATION, INC DATED MAY 16, 1974 ON FILE AND OF 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 ON SAID PLAT, FOR THE JOINT USE OF THE AREAS SHOWN AS ROADWAY ON PLAT. SUBJECT TO RESERVATIONS 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

DEED, UNDER AUDITOR 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 PROJECT NO. 2071, 2111, AND 264."

Parcel #96000049000000

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: leslierussell79@gmail.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:

Wells Fargo Bank N.A.
3476 Stateview Blvd.
Fort Mill, SC 29715

Attention: Joseph C. Chatellier
Phone: 803-396-6269
Fax: N/A
Email: Joseph.C.Chatellier@wellsfargo.com

If to Assignee to:

Federal Home Loan Mortgage Corporation
5000 Plano Parkway
Carrollton, TX 75010

Attention: _____
Phone: (972)395-2617
Email: jeremiah_hale@freddiemac.com

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:

Wells Fargo Bank N.A.

Name Ashley L. Dellinger, Vice President Loan Documentation
Wells Fargo Bank, N.A., 10/3/2016

ASSIGNEE:

Federal Home Loan Mortgage Corporation

Name

WATERFRONT RECREATION, INC.:

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

[NOTARY ACKNOWLEDGMENTS ON THE FOLLOWING PAGES.]

State of SOUTH CAROLINA)
 County of YORK)

On October 3rd, 2016 before me, Adrieen J. Holbrooks, a Notary Public for the State of South Carolina, personally appeared Ashley L. Dellinger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the 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 South Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Adrieen J. Holbrooks (Seal)
 My Commission Expires 07/02/2024

ADRIEAN J HOLBROOKS
 Notary Public, State of South Carolina
 My Commission Expires July 2, 2024

State of _____)
 County of _____)

On _____, 2016 before me, _____, a Notary Public for the State of _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

See Attached

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

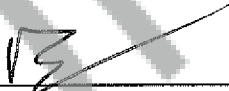
On Oct 10, 2016 before me, Regina Jay Eggen - Notary Public
(insert name and title of the officer)

personally appeared MEGAN MILLS
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.

Signature



(Seal)




State of Oregon)
County of Clackamas)

On Oct 17, 2016 before me, Donald G Kenworthy, a Notary Public for the State of Oregon, personally appeared Leslie M Russell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

