AFN #2017000264 Recorded Feb 07, 2017 04:55 PM DocType: AGLS Filed by: COLUMBIA GORGE TITLE Page: 1 of 6 File Fee: \$78.00 Auditor Robert J. Waymire Skamania County, WA

After recording return to:

Water Front Recreation, Inc PO BOX 7139 Bend OR 97708

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

"ASSIGNOR"

Green Tree Servicing, LLCHKIA Direct Financial LLC

2100 East Elliot Re

Building 94

Tayor 12 BS284

"ASSIGNEE"

Federal National Mortgage Association

14221 Dallas PKW

Dallas, TX 15254

"WATER FRONT"

WATER FRONT RECREATION, INC.,

a Washington Corporation

P.O. Box 7139

Bend, OR 97708-7139

DATED:

November 17, 20 No

Parcel #96-000174

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 20, 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 April 7, 2015 as document number 2015000595 in Skamania County, WA records hereinafter referred to as "Assignment and Assumption Agreement", which pertains to property legally described as:

Lot 174, as shown on the Plat entitled 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 the Plat.

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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 licenses and permittees to use for power purposes that part withing Power Project No. 2071, 2111 and 264."
- 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

(541) 389-2793 Fax:

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 MKIA Ditech Financial LLC

2100 East Ellioted Ruiding 94 Tempe, AZ 8528

Attention: Customer Sorvice Phone: (800) 643 - 0202 (N/9) N/A

Fax:

Email: <u>customer. service@ditech.com</u>

If to Assignee to:

Federal National Mortgage Association 14221 Dallas Prau

Dallas, TX

parties.

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

- 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. <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.
- 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:

Ditect Financial LC F/H

Green Tree Servicing, LLC

Name David H. Devore

al National Mortgage

**Assistant Vice President** 

ASSIGNEE:

WATER FRONT RECREATION, INC.:

By: Deslu TV RUSSELL PRES

Association

Leslie M. Russell, President

[NOTARY ACKNOWLEDGMENTS ON THE FOLLOWING PAGES.]

State of Arizona )
County of Maricopa )
On December 9, 20 16 before me, Desta Desta A.Dessa, a Notary Public for the State of A.Dessa, 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 Arizonal that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature / Signat
Maricopa County, Arizona
State of Texas ) County of Dallas )
Dallac
County of Davas
On NOV. 17th, 2016 before me, Norcy R. Collins, a Notary Public for the State of Texas, personally appeared funtion, 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.
On NOV. 17th, 2016 before me, Noncy R. Collins, a Notary Public for the State of Texas, personally appeared funthia Tax ton, 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
On Now, 17th, 2016 before me, Norcy R. Collins, a Notary Public for the State of Texas, personally appeared funthia Taxiton, 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

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[NOTARY ACKNOWLEDGMENTS CONTINUED.]

#125202314

State of <u>California</u>)
County of <u>San Make</u>)

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: 12/13/3016

(Signature)

Title

My Appointment Expires:

4/30/2000

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

PLEASE SEE ATTACHED ACKNOWLEDGEMENT/JURAT FROM NOTARY PUBLIC

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## **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	
On December 13, 2014 before me, Maria (ins	Sanchez, Notary Public
(ins	ert name and title of the officer)
personally appeared //S/re. W. Dusseld who proved to me on the basis of satisfactory evidence subscribed to the within instrument and acknowledged this/her/their authorized capacity(ies), and that by his/he person(s), or the entity upon behalf of which the person	to be the person(s) whose name(s) is/are o me that he/she/they executed the same in r/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws paragraph is true and correct.	of the State of California that the foregoing
WITNESS my hand and official seal.	MARIA SANCHEZ COMIN. # 2151406 NOTARY PUBLIC ® CALIFORNIA SAN MATEO COUNTY Comm. Exp. APRIL 30, 2020
Signature Ann Seeks (Se	al) .