

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space Above for Recorder's Use

CONSENT TO ENCUMBRANCE OF LEASEHOLD INTEREST

CL7289

This Consent to Encumbrance of Leasehold Interest ("Consent to Encumbrance"), dated as of, April 24th 2017, is entered into by and among **Virginia Whitney and Nathan Coy**, as lessee ("Lessee"), **Water Front Recreation, Inc.** a Washington Corporation, as lessor ("Lessor"), and **Evergreen Moneysource Mortgage Company, a Washington Corporation**, ("Lender") with respect to the following:

Recitals

- A. Lessor and Lessee entered into a Cabin Site Lease for Cabin Site #167 dated **April 6, 1992**, recorded in Skamania County, Washington Records as **AFN # _____**, ("Lease"), by document entitled "Assignment, Assumption and Consent", dated April 24th 2017, recorded in Skamania County, Washington Records as **AFN # _____**, pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

Abbreviated Legal: Lot #167

Tax Parcel Number (s) **96-000167000000**

B. Lessee wishes to encumber 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 is being recorded concurrently with this Consent to Encumbrance in the official records of Skamania County.

C. The Lease prohibits assignment without prior consent of the Lessor. Lessor is willing to consent to the Leasehold Encumbrance subject to the terms and conditions of this Consent to Encumbrance.

Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. Consent to Encumbrance. Lessor hereby consents to the Leasehold Encumbrance, provided however, and upon the express condition, that neither such consent nor the collection of rent from the Lender shall be deemed a waiver or relinquishment for the future of the covenant against assignment or subletting and such conditional acceptance of the Lender as Lessee shall not be deemed a release or waiver from any further performance of the provisions of the Lease from and after the effective date of any assignment.

2. Assignment of the Lease Becoming Absolute. Lessor hereby further agrees that upon default by Lessee under the Leasehold Encumbrance to Lender, Lessor agrees to assignment by Lessee of all Lessee's leasehold interest in the Property becoming absolute to Lender upon written notice to Lessor, the cure of all defaults under the Lease, if any, extinguishment by Lender of any interests of Lessee in the Cabin and Leased Property by appropriate legal actions or proceedings, and fulfillment and assumption of Lessee's obligations under the lease by Lender, subject to the terms and conditions of the Lease. This consent shall not be deemed a waiver for the future of the covenant against further assignment or subletting of the Lease without consent of Lessor.

Any subsequent transfer of the Leasehold may be made only with such written consent of Lessor and subject to the conditions relating to such transfer as are set forth in the Lease. Such Lessor's consent shall not be unreasonably withheld.

3. Time for Notice. Any notice to Lender under Section 5 may be given concurrently with the notice of default to Lessee, as provided in the Lease.

4. Lender's Right to Cure. Lessor may not terminate the Lease because of any default or breach under the Lease on the part of Lessee if Lender within thirty (30) days after Lessor's written notice to Lender of Lessor's intention to so terminate:

4.1 cures the default or breach within the time provided above; and

4.2 keeps and performs all of the covenants and conditions of the Lease including those requiring the payment of money by Lessee.

Lender's right to possession and quiet enjoyment of the Leasehold shall be subject to payment of all unpaid obligations owing to Lessor and full and faithful performance of all terms and conditions under the Lease by Lender.

5. 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 Russell
P.O. Box 7139
Bend, OR, 97708
Email: leslierussell79@gmail.com

With a copy to: Sussman Shank, LLP
Attention: Harry M. Hanna
1000 SW Broadway, Suite 1400
Portland, OR 97205
Fax: 503-248-0130
Email: harry@sussmanshank.com

If to Lessee to: Virginia Whitney
Nathan Coy
12344 SW Autumn View Street
Portland, OR 97224-2581
503-930-0969
Nathancoy35@gmail.com

If to Lender to: Evergreen Moneysource Mortgage Company
915 118th Avenue SE, Suite 300
Bellevue, WA 98005

Attention: Leslie Girard
360/260-6979 x 1338

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

6. Successors and Assigns. The terms of this Consent to Encumbrance shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

7. Effect of this Consent to Encumbrance. Except as provided in this Consent to Encumbrance, the Lease shall remain in full force and effect as originally written. The Leased Property 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 to Encumbrance and all leases and assignments of lease are subject to the terms of the Master Lease. Lessor acknowledges that the maturity date of the

Lease was extended from June 1, 2025 to June 1, 2069 pursuant to section 10.3 of the North Woods Settlement Agreement dated May 24, 1984 and approved by judgment in Oregon Circuit Court case A80-10-06115 dated September 27, 1987.

8. 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.

9. Recitals. The recitals are true and correct and are a part of this Agreement.

Lessor:

Water Front Recreation, Inc.

By: Leslie Russell, President
Leslie Russell, President

Lessee:

By: Virginia Whitney
Virginia Whitney

By: Nathan Coy
Nathan Coy

Lender:

Evergreen Home Loans

By: Tamra Rieger
Tamra Rieger
EVP of Loan Fulfillment

STATE OF)
) ss.
 County of)

I certify that I know or have satisfactory evidence that ~~Leslie 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 the **President of Water Front Recreation, Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/24, 2017

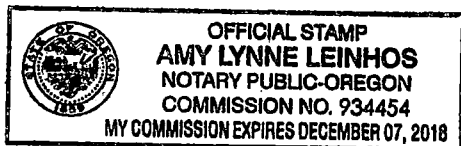
PLEASE SEE ATTACHED
 ACKNOWLEDGEMENT/JURAT
 FROM NOTARY PUBLIC

Amy L. Leinhos
 (Signature)
Notary
 Title
 My Appointment Expires: 12/07/2018

STATE OF Oregon)
) ss.
 County of Washington)

I certify that I know or have satisfactory evidence that Virginia Whitney is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/24, 2017



Amy L. Leinhos
 (Signature)
Notary
 Title
 My Appointment Expires: 12/07/2018

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 San Mateo }

On May 23, 2017 before me, Helen Sutherland, Notary Public
(Here insert name and title of the officer)

personally appeared Leslie Russell
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.

Helen Sutherland

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Consent to Encumbrance

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date 05/23/17

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

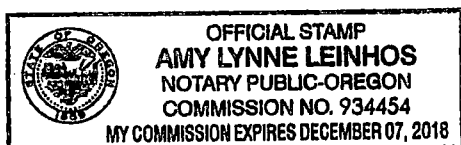
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

STATE OF Oregon)
) ss.
 County of Washington)

I certify that I know or have satisfactory evidence that Nathan Coy is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/24, 2017

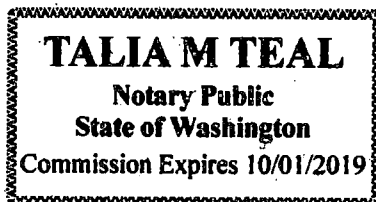


Amy Leinhos
 (Signature)
Notary
 Title
 My Appointment Expires: 12/07/2018

STATE OF WA)
) ss.
 County of KING)

I certify that I know or have satisfactory evidence that Tamra Rieger is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged is as the EMP of Loan Fulfillment, to be the free and voluntary act of such party for the use and purposes mentioned in the instrument.

Dated: May 19, 2017



Talia M Teal
 (Signature)
Notary Public
 Title
 My Appointment Expires: 10/1/2019