AFN #2017002412 Recorded Nov 15, 2017 03:01 PM DocType: AGLS Filed by:
COLUMBIA GORGE TITLE Page: 1 of 8 File Fee: $81.00 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:	

Space Above for Recorder's Use

CONSENT TO ENCUMBRANCE OF LEASEHOLD INTEREST

This Consent to Encumbrance of Leasehold Interest ("Consent to Encumbrance"), dated as of , **November 9, 2017,** is entered into by and among **Michael D. Avery**, 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 **#99** dated **May 1, 1989**, recorded in Skamania County, Washington Records as **AFN #** Book 126, Page 363 , ("Lease"), by document entitled "Assignment, Assumption and Consent", dated **May 9, 1994,** recorded in Skamania County, Washington Records as **AFN # 2006160949**, pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

Abbreviated Legal: Lot **#99**

Tax Parcel Number (s) **96-000099000000**

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.

Unofficial Copy

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

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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:	Michael Avery PO Box 245 Cougar, WA 98616 Mavery2944@yahoo.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

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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: Michael D Avery
Michael D. Avery

Lender:

Evergreen Home Loans

By: _____

_____

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

Lessor:

Water Front Recreation, Inc.

By:_____
Leslie Russell, President

Lessee:

By:_____
Michael D. Avery

Lender:

Evergreen Home Loans

By:_____
Tamra Rieger, EVP of Loan Fulfillment

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STATE OF California)
) ss.
County of San Mateo)

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: Nov. 14, 2017

ZENOBIA MS FORBES
Notary Public - California
San Mateo County
Commission # 2187334
My Comm. Expires Mar 20, 2021

(Signature) Notary Public
Title
My Appointment Expires: 03/20/2021

STATE OF WA)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that **Michael D. Avery** 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: NOV. 13, 2017

ANGELA J. ASHTON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 29, 2017

(Signature) notary
Title
My Appointment Expires: 12/29/17

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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 EVP of Loan Fulfillment, to be the free and voluntary act of such party for the use and purposes mentioned in the instrument.

Dated: November 13, 2017

(Signature)
Notary Public
Title
My Appointment Expires: 10/01/2019

TALIA M TEAL
Notary Public
State of Washington
Commission Expires 10/01/2019

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ORDER NO. S17-0178KM

EXHIBIT "A"

Cabin 99, 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 the 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 licenses and permittees to use for power purposes that part within Power Project No. 2071, 2111 and 264."

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