

MTB LN #4000690406  
MIN #100392411207085385  
MERS telephone number is (888) 679-MERS

Skamania County, WA  
Total: \$208.50  
AGLS  
Pgs=6

**2022-001740**

08/23/2022 08:33 AM

Request of: SALMON CREEK LAW OFFICES



00014049202200017400060062

RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

Water Front Recreation, Inc.  
P.O. Box 100  
Castle Rock, WA 98611

Space Above for Recorder's Use

**CONSENT TO ENCUMBRANCE OF LEASEHOLD INTEREST  
REQUIRED BY MASTER LEASE & CABIN LEASE**

This Consent to Encumbrance of Leasehold Interest ("Consent to Encumbrance") is entered into by and among **David Todd Manny and Kristina Kay Manny, Co-Trustees of the Manny Family Revocable Trust, dated 8/28/19, as lessee ("Lessee"), Water Front Recreation, Inc. a Washington Corporation, as lessor ("Lessor"), and Mortgage Electronic Registration Systems, Inc., as designated nominee for Fairway Independent Mortgage Corp, beneficiary of the security instrument, its successors and assigns, having an address at 1901 E. Voorhees Street, Suite C, Danville, IL 61834; PO Box 2026, Flint MI 48501-2026, ("Lender")** with respect to the following:

**Recitals**

- A. Lessor leases property from the state of Washington under a Master Lease recorded in February 1986 in the Skamania County property records as document No. 102041, book 103, pages 20-28 and as amended in September 1994, by a Lease Amendment recorded in the Skamania County property records as document No. 122475, book 150, pages 340-343 (collectively the "Master Lease").
- B. The cabin site that is the subject of this Consent to Encumbrance is subject to and governed by the Master Lease and the Cabin Site Lease identified in § C directly below.
- C. Lessor and Lessee entered into a Cabin Site Lease for Cabin Site **#47** dated **September 17, 1976**, recorded in Skamania County, Washington Records as **AFN# Book 5, Page 286**, ("Lease"), by document entitled "Assignment, Assumption and Consent", dated **October 5, 2020**, recorded in Skamania County, Washington Records as **AFN #2020-002983**, pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

Abbreviated Legal: Lot **#47**

Tax Parcel Number (s) **96-000047000000**

D. 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.

E. The Master Lease and Lease prohibit 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 100  
Castle Rock, WA 98611  
Email: leslierussell79@gmail.com

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

If to Lessee to: David Todd Manny and Kristina Kay Manny, Co-Trustees of the  
Manny Family Revocable Trust, dated 8/28/19  
1802 NW 157<sup>th</sup> Street  
Vancouver, WA 98685  
360-265-8177  
DTManny@gmail.com

If to Lender to: Mortgage Electronic Registration Systems, Inc.  
1901 E. Voorhees Street  
Danville, IL 61834  
PO Box 2026  
Flint, MI 48501-2026  
MIN # 100392411207085385

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. Change of Lender. The Lessee agrees to promptly notify Lessor of any new or different Lender who is not a MERS member. Lessee and any new Lender agree to execute a new Consent to Encumbrance within 15 days of an Assignment of the Beneficiary of the Leasehold Encumbrance being recorded that names a party other than MERS as the beneficiary, or the designated nominee for the beneficiary, of the Leasehold Encumbrance.

8. Effect of this Consent to Encumbrance & Master Lease. 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.

9. 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.

10. 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:**

David Todd Manny and Kristina Kay  
Manny, Co-Trustees of the Manny  
Family Revocable Trust, dated 8/28/19

By: David Todd Manny, Trustee  
David Todd Manny, trustee

**Lender**

Mortgage Electronic Registration  
Systems, Inc., as designated nominee  
for Fairway Independent Mortgage Corp.,  
and its successors and assigns

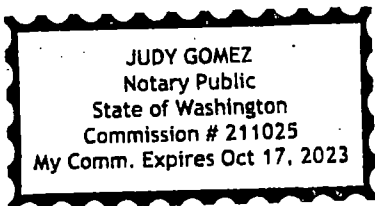
By: Traci L Stabler  
Traci L Stabler-Assistant Secretary

By: Kristina Kay Manny, Trustee  
Kristina Kay Manny, trustee

STATE OF Washington )  
 ) ss.  
County of Cowlitz )

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: May 30, 2022.

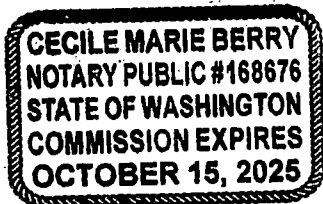


Judy Gomez  
(Signature)  
Notary Public  
Title  
My Appointment Expires: 10/17/2023

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that David Todd Manny is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of David Todd Manny and Kristina Kay Manny, Co-Trustees of the Manny Family Revocable Trust, dated 8/28/19, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/22/2022, 2022,



Cecile Marie Berry  
(Signature)  
Notary Public  
Title  
My Appointment Expires: 10/15/2025

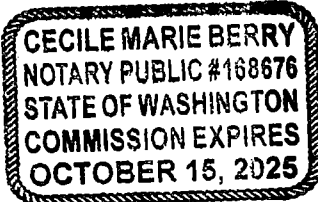
STATE OF WASHINGTON )

) ss.

County of Clark )

I certify that I know or have satisfactory evidence that Kristina Kay Manny is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of David Todd Manny and Kristina Kay Manny, Co-Trustees of the Manny Family Revocable Trust, dated 8/28/19, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/23/2022, 2022.



Cecile Marie Berry  
(Signature)  
Notary Public  
Title  
My Appointment Expires: 10/15/2025

STATE OF NEW YORK )

) ss.

COUNTY OF ERIE )

I certify that I know or have satisfactory evidence that **Traci L Stabler** 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 is acknowledged as the Assistant Secretary, to be the free and voluntary act of such party for the use and purposes mentioned in the instrument.

Dated: May 12, 2022.

Maria L. Reese  
(Signature)  
Assistant Vice President  
Title  
My Appointment Expires: Notary Public  
MARIA L. REESE  
STATE OF NEW YORK  
ERIE COUNTY  
LIC. #01RE6169918  
COMM. EXP. JULY 2, 2023