RETURN TO:

SHELTER BAY COMPANY P.O. Box 33368 Seattle, WA 98133

199909140061

Kathy Hill, Skagit County Auditor 9/14/1999 Page 1 of 2

LAND TITLE COMPANY OF SKAGIT COUNTY

P-89895-E

SHELTER BAY

Tax # 5100-002-304-000 ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT ELLIOTT L. FEINER and

BETTYR. FEINER, husband and wife Lessee(s) of a certain sublease dated the 1st day of August, 1973, wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 1st day of August, 1985 in accordance with Short Form Sublease No. 304 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in the records of Skagit County, Auditor's Filing No. 8508010021, Volume 611 Pages 557-558 hereinafter known as Assignor, for and in consideration of the sum of ten dollars and other valuable considerations paid for assignment of said sublease, receipt of which is hereby acknowledged by ELLIOTT FEINER and BETTY R. FEINER, husband and wife

Assignor(s), whose address is P.O. Box 622

Englewood, FL 34295
ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said KARL A. MALMBERG and KERSTIN M. MALMBERG, bushend and wife husband and wife

Assignee(s), whose address is 304 Snohomish Drive LaConner, WA 98257

the within indenture of Sublease, and all right, title and interest now owned or hereafter acquired, of said Assignor(s), in said Sublease including any buildings and appurtances thereto, and also all estate, right, title, term of years yet to come, claim and demand whatsoever of, in to or out of the same, to have and to hold the said estate and right, title and interest of the Lessee(s) as a member of Shelter Bay Community, Inc., a non-profit Washington corporation in accordance with the subject to the Articles of Incorporation and By-Laws and rules and regulations of Shelter Bay Community, Inc. As a part of the consideration the Assignee(s) assumes and agrees to pay the annual lease payments provided for in said sublease and the maintenance fees and assessments, if any, of Shelter Bay Community, Inc. from time to time as they become due. The next annual sublease payment payable to Shelter Bay Company, in the amount of \$315.00 is due and payable on the 1st day of July, 2000 and the next annual maintenance fee payable to Shelter Bay Community, Inc., in the amount of \$370.00 is due and payable on the 1st day of July, 2000.

PRIOR ASSIGNMENT of Sublease from LELAND K. MOSLEY and FRANCES K. MOSLEY to ELLIOTT L. FEINER and BETTY R. FEINER under Auditor's Filing No. 9410310097

**who acquired title as Betty L. Feiner

THE REAL ESTATE described in said lease is as follows:

Lot No. 304, Survey of Shelter Bay Division No. 2 as recorded June 27, 1969 in official records of Skagit County, Washington under Auditor's Filing No. 728258

iott L.

IN WITNESS WHEREOF the parties have hereto signed this instrument this 23rd day of August 1999

31445 SKAGIT COUNTY WASHINGTON Roal Estate Excise Tax PAID

SEP 1 4 1999

Amount Paid \$ 264.06 Skagit County Treasurer y:

Kerstin M. Malmberg

signee(s)

, **1**

(Assignor(s)

199909140061

Kathy Hill, Skagit County Auditor 9/14/1999 Page 2 of 2 1:35:41PM

STATE OF WASHINGTON)	SS
COUNTY OF SKAGIT		55

On this 23rd day of August , 199 9 before me, the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ELLIOTT L. FEINER and BETTY R FEINER 199 9 before me, the undersigned, a

to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

> Notgry Public State In and for Washington, residing at Mount Vernon Nancy Lea Cleave

My Commission Expires: 9/01/02

STATE OF WASHINGTON

COUNTY OF Kingit

On this 27 day of August , 1999 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KARI. A. MALMBERG and KERSTIN M. MALMBERG

to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the sald instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

> Totary Public in and for Washington, residing at Kulk

My Commission Expires:

CONSENT OF LESSOR

SHELTER BAY COMPANY, Seller in the above described Sublease, does hereby consent to the above assignment of the aforesaid Sublease, subject to payments being made from time to time by the Assignee(s) hereof in accordance with said Sublease to cover purchase of Sublease, annual lease payments and maintenance fees and assessments for Shelter Bay Community, inc. as they become due. This consent does not relieve the Assignor(s) from the obligation to make said payments in the event the Assignee(s) does not make said payments, and by the consent Shelter Bay Company does hereby consent to the assignment of removable in Shelter Bay Community, Inc. to the Assignee(s) subject to the assignment of the Bay Community, Inc. to the Assignee(s) subject to the Assignee Board of Trustees of Shelter Bay Community, Inc.

Date:

Allan F. Osberg, Presiden