



200203250251

Skagit County Auditor

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Submitted for Recordation
By and Return toLoan Number 6346191866
CA7-701-02-36, BREX POST CLOSING
BANK OF AMERICA - NPC
275 VALENCIA AVENUE
PO BOX 2334
BREX, CA 92822

FIRST AMERICAN TITLE CO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE-

**CONSENT TO ENCUMBRANCE OF LEASE
AND AMENDMENT TO LEASE**

B68212

ROBERT J. WILLIAMS AND SANDRA A. WILLIAMS, HUSBAND AND WIFE.

is Lessee ("Lessee") under an Agreement of Lease (the "Lease"), dated ,
with SHELTER BAY COMPANY, a Washington corporationas Lessor ("Lessor") recorded on a Memorandum of which was recorded on , MAY 28, 1974
in Book , Page , Official Instrument No. 801395 of Official Records of
SKAGIT County, state of WASHINGTON , pertaining to the
property described in Exhibit "A" hereto (the "Leased Property").1. Lessor (a) consents to Lessee's encumbrance of Lessee's leasehold interest in the Leased
Property (the "Leasehold") by mortgage, deed of trust or security deed (the "Security Instrument")
in favor of BANK OF AMERICA, N.A.("Encumbrancer") to secure a note in the principal sum of \$121,500.00 , and other
obligations set forth in the Security Instrument which is recorded concurrently herewith in the
Official Records of SKAGIT County, state of WASHINGTON , and
(b) agrees that the terms hereof shall govern over any provision inconsistent herewith in the Lease.SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

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ELECTRONIC LASER FORMS, INC. - (800)327-0545

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MAR 25 2002

Amount Paid \$
By Skagit Co. Treasurer Deputy

2. Lessor affirms that as of the date of this Consent, the Lease is in full force and effect and no default or ground for termination thereof exists.

3. An assignment of the Lease of one of the below listed types, made in connection with the Security Instrument, may be made without the consent of Lessor:

(a) Assignment by judicial or non-judicial foreclosure, subject to applicable law, under the Security Instrument, or assignment in lieu of foreclosure; and

(b) Assignment by Encumbrancer, after having obtained an assignment described in (a) above. Any Lease transferee under the provisions of this paragraph 3 shall be liable to perform the obligations of Lessee under the Lease only so long as the transferee holds title to the Leasehold. Any subsequent transfer of the Leasehold may be made only with such written consent of Lessor and subject to the conditions relating thereto as are set forth in the Lease.

4. Lessor may not terminate the Lease because of any default or breach thereunder on the part of Lessee if Encumbrancer, or the trustee under the deed of trust, if applicable, within 90 days after service of written notice on Encumbrancer by Lessor of Lessor's intention so to terminate:

(a) Cures the default or breach if it can be cured by the payment or expenditure of money provided to be paid under the terms of the Lease, or if the default or breach is not so curable, commences, or causes the trustee under the deed of trust to commence, if applicable, and thereafter pursues to completion, steps and proceedings to foreclose on the Leasehold covered by the Security Instrument; and

(b) Keeps and performs all of the covenants and conditions of the Lease requiring the payment or expenditure of money by Lessee until such time as the leasehold is sold upon foreclosure pursuant to the Security Instrument, or is released or reconveyed thereunder, or is transferred upon judicial foreclosure or by an assignment in lieu of foreclosure.

5. Any notice to Encumbrancer provided for in the preceding paragraph may be given concurrently with or after the notice of default to Lessee, as provided in the Lease.

6. Notwithstanding any Lease provision to the contrary, policies of fire and extended coverage insurance shall be carried by Lessee covering the building or buildings constructed on the Leasehold premises with loss payable clause to Encumbrancer, and any disposition of the proceeds thereof in case of loss shall be subject to the rights of the Encumbrancer as provided in the Security Instrument.



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7. Any and all eminent domain or condemnation awards or damages shall first be applied in payment of the then outstanding balance, if any, of the loan made to Lessee by Encumbrancer and the balance of the awards and damages, if any, shall be paid to Lessor and Lessee, as their interests may appear.

8. The Lease may be amended, or may be terminated by any party other than as provided in paragraph 5 hereof, only with the prior written consent of Encumbrancer.

9. Lessor hereby waives the right to obtain, for any liability of Lessee that arises, accrues, or is the subject of legal action while the Security Instrument is in existence, a lien on any equipment or furnishings of Lessee that may constitute a part of the Leasehold improvements.

10. The terms hereof shall inure to the benefit of and be binding upon the parties, their successors and assigns.

11. Lessor is aware of, and consents to, the terms and purposes of the note secured by the Security Instrument, and any extensions or renewals thereof.

12. To the extent that this document gives additional rights to Encumbrancer, the Lease is hereby amended and modified for the benefit of Encumbrancer only.

13. Except as provided herein, the Lease shall remain in full force and effect as originally written.

14. UPON AND IMMEDIATELY AFTER THE RECORDING OF THE SECURITY INSTRUMENT, LESSEE, AT LESSEE'S EXPENSE, SHALL CAUSE TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK OR RECORDER, AS APPLICABLE, IN THE COUNTY IN WHICH THE LEASED PROPERTY IS LOCATED, A DULY EXECUTED AND ACKNOWLEDGED WRITTEN REQUEST FOR A COPY TO LESSOR OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE UNDER THE SECURITY INSTRUMENT AS PROVIDED BY THE STATUTES OF THE STATE WHERE THE LEASED PROPERTY IS LOCATED.



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In this Consent the singular number includes the plural, whenever the context so requires.

LESSOR:

Harry I. Junge Acting, Seat

3-20-02

Date

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF INDIAN AFFAIRS

PUGET SOUND AGENCY

2707 Colby Avenue - Suite 1101

Everett, Washington 98201-3528

Date

Date

Date

LESSEE:

Robert J. Williams
ROBERT J. WILLIAMS

3-18-02

Date

Sandra A. Williams
SANDRA A. WILLIAMS

3-18-02

Date

Date

Date

(Attach Acknowledgments)

BA

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EXHIBIT "A"

Lot 681, "SURVEY OF SHELTER BAY DIVISION NO. 4", as recorded July 8, 1970
in Official Records of Skagit County, Washington, under Auditor's File No.
740962.



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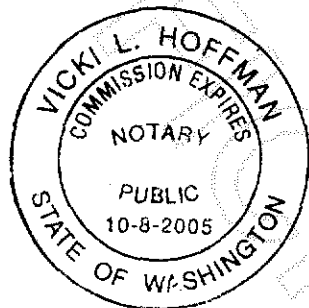
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STATE OF WASHINGTON. }
County of SKAGIT } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me ROBERT J. WILLIAMS
AND SANDRA A. WILLIAMS to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that THEY
signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18TH day of MARCH, 2002.



Vicki L. Hoffman
Notary Public in and for the State of Washington,
residing at ADACORTES, WA

My appointment expires 10-8-05

STATE OF WASHINGTON. }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____
_____ and _____ to me known to be the
_____ President and _____ Secretary, respectively, of _____
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

This jurat is page _____ of _____ and is attached to _____



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