



200204260128

Skagit County Auditor

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Submitted for Recordation
By and Return to:Loan Number 10025588Banner Bank
PO Box 907
Walla Walla, WA 99362

LAND TITLE COMPANY OF SKAGIT COUNTY

LT#P-100687-E

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

CONSENT TO ENCUMBRANCE OF LEASE
AND AMENDMENT TO LEASE

Gregory L. Finch and Vanessa D. Finch, husband and wife is Lessee ("Lessee") under an agreement of Lease (the "Lease"), dated 10/19/2001 with Shelter Bay Company as Lessor ("Lessor") recorded or a Memorandum of which was recorded on 10/31/2001 in Book _____, Page _____, Official Instrument No 20011031-0038 or Official Records of Skagit County, state of Washington, pertaining to the property described in Exhibit "A" hereto (the "Leased Property").

lot 857 Shelter Bay Div 5 5100-005-857-0000

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 Banner Bank ("Encumbrancer") to secure a note in the principal sum of \$300,700.00, 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.
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:
 - (1) Cures the default or breach if it can be cured by the payment of 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 cause 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
 - (2) 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 release or reconveyed thereunder, or is transferred upon judicial foreclosure of 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 and sent to the following address:
Banner Bank, P.O. Box 907, Walla Walla, WA 99362
6. Notwithstanding any Lease provision to the contrary, policies of fire and extended coverage insurance shall be carried by Lessee covering the building 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.
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.

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

Lessor:

Dated:

April 23, 2002

Shelter Bay Company

By:

By:

Lessee: Gregory L. Finch

Dated:

April 22, 2002

Vanessa D. Finch

(Attach Notary Acknowledgement)

APPROVAL OF ENCUMBRANCE

This form and terms of the within and foregoing Encumbrance are approved this 24th day of April, 2002

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

By:

Title:

Stanley S. Surridge, Acting Supt.

Puget Sound Agency

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 26 2002

Amount Paid \$ 0
By SK Skagit Co. Treasurer
Deputy

STATE OF WASHINGTON
County of King

SS:

I certify that I know or have satisfactory evidence that ALAN F. OBERG

the person HE who appeared before me, and said person HE acknowledged that HE signed this instrument, on oath stated that HE WAS authorized to execute the instrument and acknowledge it as the

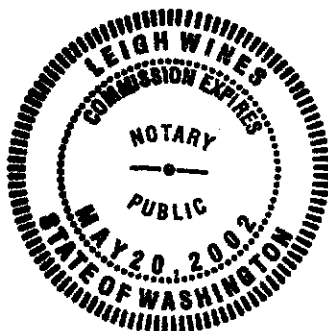
PRESIDENT of Shelter Bay Company to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: APRIL 25, 2002

Leigh Wines
LEIGH WINES
Notary Public in and for the State of WASHINGTON

Residing at SEATTLE

My appointment expires: 5/29/02



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Skagit County Auditor

Exhibit A

LT#P100687-E

DESCRIPTION:

A leasehold interest in the following described tract:

Lot 857, "AMENDED SURVEY OF SHELTER BAY DIV. 5, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded on June 2, 1976, as recorded in Volume 1 of Surveys, pages 184 through 186, inclusive, records of Skagit County, Washington, under Auditor's File No. 836134.

Situate in the County of Skagit, State of Washington.

STATE OF WASHINGTON)

) ss.

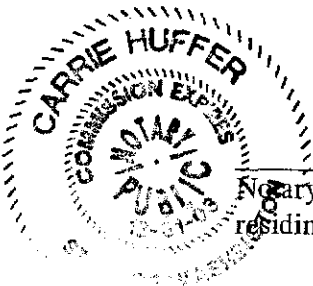
COUNTY OF Skagit)

On this 22nd day of April, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gregory L. Finch and Vanessa D. Finch

To me known to be the individual(s) 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 affixed the day and year in this certificate above written.

My Commission Expires: 12/31/2003



Carrie Huffer
Notary Public in and for the State of Washington
residing at: Burlington



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