

Submitted for Recordation
By and Return to

Loan Number:

35300007018072905

Bank of America
300 Ellinwood Way, Ste 201
Pleasant Hill, Ca. 94523

ACAP I.D. 23030949070



200302100246

Skagit County Auditor

2/10/2003 Page 1 of 2 3:32PM

LAND TITLE COMPANY OF SKAGIT COUNTY

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

984389

CONSENT TO ENCUMBRANCE OF LEASE AND AMENDMENT TO LEASE

«BuyAllNames» Rolf C. and Agnes M. Nieuwejaar, husband and wife is Lessee ("Lessee") under an Agreement of Lease (the "Lease"), dated , with Shelter Bay Company, a Washington Corporation as Lessor ("Lessor") recorded or a Memorandum of which was recorded on in Book N/A, Page N/A, Official Instrument No. 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 Encumbrancer") to secure a note in the principal sum of \$, 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 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 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: Bank of America, 300 Ellinwood Way, Ste 201, Pleasant Hill, CA 94523
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.
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 insure 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.

A Leasehold interest in the following described tract:

Lot 392, "SURVEY OF SHELTER BAY DIV. 2, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded in Volume 43 of Official Records, page 833, records of Skagit County, Washington.
Situate in the County of Skagit, State of Washington.

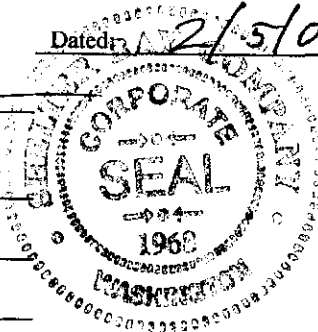
In this Consent the singular number includes the plural, whenever the context so requires.

LESSOR:

Shelter Bay Company, a Washington corporation

SEC/TREAS.

Dated: 2/5/03



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 10 2003

Amount Paid \$
Skagit Co. Treasurer
By Deputy

APPROVAL OF ENCUMBRANCE

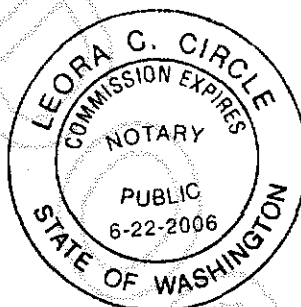
This form and terms of the within and foregoing Encumbrance are approved this 6th day of February, 2003

United States Department of the Interior
Bureau of Indian Affairs

By: Judith K. Joseph

Title Sgt.

Puget Sound Agency



«Buyer»

State of Washington

County of Skagit } Innomish } SS:

I certify that I know or have satisfactory evidence that «BuyAllNames»
the person(s) who appeared before me, and said person(s) acknowledged that
signed this instrument and acknowledge it to be his/her/their he/she/they free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: 02/06/03

Leora C. Circle

Notary Public in and for the State of Washington

Residing at: Everett, WA

My appointment expires:

06/22/2006

