

Loan Number  
35368209000526999

**Bank of America**



P. O. BOX 2314  
RANCHO CORDOVA, CA 95741

Cap I.D. # 031820822170



200309030106  
Skagit County Auditor

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**FIRST AMERICAN TITLE CO.**

SPACE ABOVE THIS LINE IF FOR RECORDERS'S USE

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

5100-004-710-0000

GARY L. POWELL AND JUDY D. POWELL,

is Lessee ("Lessee") under an Agreement of Lease (the "Lease"), dated May 5, 1990, with Shelter Bay Company as Lessor ("Lessor") recorded or a Memorandum of which was recorded on May 10, 1990 in Book N/A, Page N/A, Official Instrument No. 9005100088 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 \$ 67000.00, 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; **MODIFICATION AF # 200309030105**

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, N. A., P. O. BOX 2314, RANCHO CORDOVA, CA 95741

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 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.

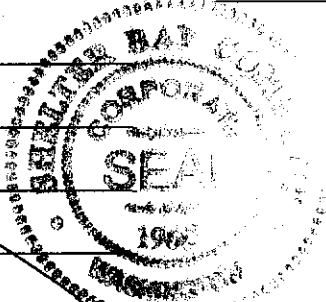
In this Consent the singular number includes the plural, whenever the context so requires.

LESSOR:

Dated: August 29, 2003

Shelter Bay Company

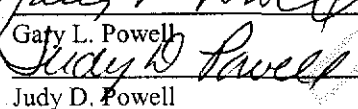
  
Allan F. Osberg, President



LESSEE:

Dated: 8/28/03

  
Gary L. Powell

  
Judy D. Powell

(Attach Acknowledgements)

APPROVAL OF ENCUMBRANCE

This form and terms of the within and foregoing Encumbrance are approved  
this 2nd day of September, 2003.

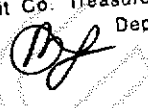
United States Department of the Interior  
Bureau of Indian Affairs

By: 

Title: Acting Superintendent

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 03 2003

Amount Paid \$  
Skagit Co. Treasurer  
By  Deputy



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Skagit County Auditor

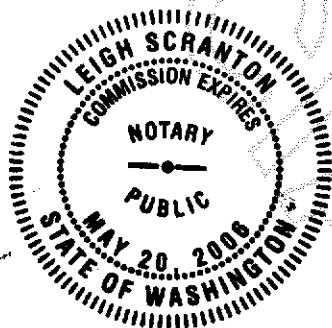
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# ACKNOWLEDGMENT

ATTACHED TO and made a part  
of Deed of Trust

STATE OF Washington }  
County of King } SS:

I certify that I know or have satisfactory evidence that Allan F. Osberg  
the person who appeared before  
me, and said person he acknowledged that he signed this instrument, on oath stated that  
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: August 29, 2003

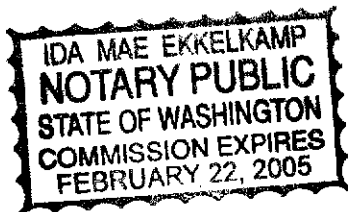


Leigh Scranton  
Leigh Scranton  
Notary Public in and for the State of Washington  
Residing at Seattle  
My appointment expires: 5/20/06

State of Washington }  
County of Skagit } SS:

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

Dated: 8/28/03



Ida Mae Ekkelkamp  
Notary Public in and for the State of Washington  
Residing at: Mount Vernon  
My appointment expires: 2/22/2005



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Escrow No.: 14075-PE1

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Leasehold interest in the following described property:

Tract 710, "SURVEY OF SHELTER BAY DIVISION 4, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded in Volume 48 of Official Records, pages 627 to 631, inclusive, records of Skagit County, Washington.



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