**RETURN TO:** 

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



## SHELTER BAY ASSIGNMENT OF SUBLEASE

FIRST AMERICAN TITLE CO.

MONDLOOE

KNOW ALL MEN BY THESE PRESENT THAT: RICHARD J. WALKER and LUCETTA WALKER, husband and wife

Lessee(s) of a certain sublease dated the 31st day of July, 1972 Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 3rd day of August, 1972 in accordance with Short Form Sublease No. 305 (Master Lease No. 5020 Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No.772029 Volume 91 Pages 438-439 hereinafter known as Assignor, for and in consideration of the sum of ten dollars and other valuable consideration paid for assignment of said sublease, receipt of which is hereby

acknowledged by RICHARD J. WALKER and LUCETTA WALKER, husband and wife

Assignor(s), whose address is: 305 Snohomish Dr., LaConner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said HELENA M. LIDDIL, Trustee of the Charles R, and Helena M. Liddil Living Trust dated January 5, 1995

Assignee(s), whose address is: 8811 Madison Avenue, Apt 304B, Indianapolis, IN 46227

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 appurtenances 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 Nonprofit 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 \$426.00 is due and payable on the 1st day of July 2005

PRIOR ASSIGNMENT of Sublease from:

Richard and Mary Barger to Richard and Lucetta Walker under Auditor's File No. 8103230058

154302 THE REAL ESTATE described in said lease is as follows: Lot No. 305, 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

IN WITNESS WHEREOF the parties have hereto signed this instrument this \_\_\_\_\_ day of September, 2004.

Assignor(s)

Assignee(s)

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

# 5131

SEP 2 4 2004

STATE OF WASHINGTON	)
COUNTY OF SKAGIT	) SS.
COOMITION BIVACII	,

On this day of September, 2004 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD J. WALKER and LUCETTA WALKER to me known to be the individual 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 the certificate above written.



Notary public in and for the State of Washington

Residing at Anacortes
My Commission Expires // 1/07

STATE OF INDIANA

COUNTY OF JOHNSON ) SS.

Or this \_\_\_\_\_ tay of September, 2004 before me, the undersigned, a Notary Public in and for the State of Interpretation of the State of Interpretation of the State of Interpretation of the September of the State of Interpretation of the State of Interpretation of the September of the September

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

Notary Public if and for the State of Indiana

Residing at MAKION

My Commission Expires: 10-5-2008

## 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 payment, and by this consent Shelter Bay Company does hereby consent to the assignment of member ship in Shelter Bay Community, Inc. to the Assignee(s) subject to the approval of the Board of Trustees of Shelter Bay Community, Inc.

Date: 9/21/04

<del>SHEL</del>TER BAY COMPANY

Allan E sberg, President

200409240044

Skagit County Auditor

9/24/2004 Page

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