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Submitted for Recordation
By and Return to

Loan Number 3302341031
FL9-700-05-22, JACKSONVILLE POST
BANK OF AMERICA
BLDG 700, FILE RECEIPT DEPT.
9000 SOUTHSIDE BLVD.
JACKSONVILLE, FL 32256

CHICAGO TITLE CO. 1035552✓

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONSENT TO ENCUMBRANCE OF LEASE AND AMENDMENT TO LEASE

MARIE AND JOHN A PAXSON

is Lessee ("Lessee") under an Agreement of Lease (the "Lease"), dated , 11 July 2005,
with *Shelter Bay Company*

as Lessor ("Lessor") recorded on a Memorandum of which was recorded on , 20 July 2005;
in Book , Page , Official Instrument No. * of Official Records of
SKAGIT County, state of WASHINGTON , pertaining to the
property described in Exhibit "A" hereto (the "Leased Property"). * 200507200054
Lot 75A Shelter Bay Div 4

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 \$150,000.00 , 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.

under Auditors File No. 200507200055



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

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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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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 20 2005

Amount Paid \$
Skagit Co. Treasurer
By Deputy


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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:

Judy L. Grovenor

7/13/05

Date

Date

Date

Date

LESSEE:

John A. Paxson

7-12-05

JOHN A. PAXSON

Date

Marie E. Paxson

7-12-05

MARIE E. PAXSON

Date

Date

Date

(Attach Acknowledgments)

El

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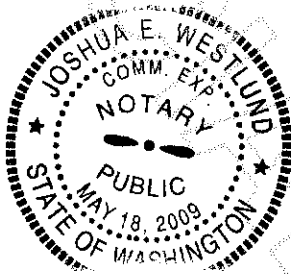
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ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this 12th day of July, 2005 before me, the undersigned, a Notary Public in and for the State of WASHINGTON, duly commissioned and sworn, personally appeared **JOHN A. PAXSON and MARIE E. PAXSON** 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 hereto affixed the day and year in the certificate above written.



Joshua E. Westlund
Notary public in and for the State of
WASHINGTON

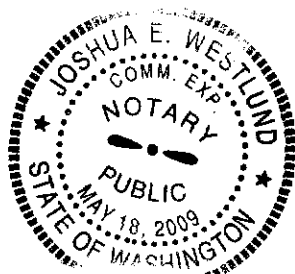
Residing at Woodinville
My Commission Expires 5-18-2009

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **JUDY GROSVENOR** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the **MANAGER of Shelter Bay Company** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

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

Dated: 7-13-2005



Joshua E. Westlund
Notary Public in and for the State of
WASHINGTON
Residing at Woodinville
My Commission Expires: 5-18-2009



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APPROVAL OF ENCUMBRANCE

This form and terms of the within and foregoing Encumbrance are approved this 13th day of July, 2005.

United States Department of the Interior
Bureau of Indian Affairs

By: Judith N. Joseph
Title: Superintendent



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EXHIBIT "A"

Lot 759, SURVEY OF SHELTER BAY DIVISION 4, according to the survey recorded July 8, 1970, in Volume 48 of Official Records, pages 627 through 631, under Auditor's File No. 740962, records of Skagit County, Washington.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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