

Loan Number  
35368 - 20013 - 6113599

**Bank of America**



P. O. BOX 2314  
RANCHO CORDOVA, CA 95741

ACAP I.D. # 070081316000



200702200160  
Skagit County Auditor

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Assessor's Parcel #5100-002-303-0000/L84300 Abbrev Legal: Lot 303, , REVISED MAP  
OF SURVEY OF SHELTER BAY DIVISION NO. 2

SPACE ABOVE THIS LINE IF FOR RECORDERS'S USE  
CONSENT TO ENCUMBRANCE OF LEASE

AND AMENDMENT TO LEASE

FIRST AMERICAN TITLE CO.

EUGENE B. BLYMYER, JR. AND BARBARA BLYMYER, HUSBAND AND WIFE,

A90595E-2

is Lessee ("Lessee") under an Agreement of Lease (the "Lease"), dated FEBRUARY 11, 1969, with SHELTER BAY COMPANY, A WASHINGTON CORPORATION as Lessor ("Lessor") recorded or a Memorandum of which was recorded on 05/14/1969 in Book N/A, Page N/A, Official Instrument No. 726476 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 \$ 250,000.00, 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.

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 24167, SEATTLE, WA 98142-0167

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:

Judy L. Grosvenor  
SHELTER BAY COMPANY, A WASHINGTON CORPORATION

Dated: 2/12/07

By: Judy L. Grosvenor  
MANAGER

LESSEE:

Eugene B. Blymyer, Jr.  
EUGENE B. BLYMYER, JR.  
Barbara Blymyer  
BARBARA BLYMYER

Dated: 2-8-07

(Attach Notary Acknowledgements)

#### APPROVAL OF ENCUMBRANCE

This form and terms of the within and foregoing Encumbrance are approved this 14<sup>th</sup> day of Feb., 2007.

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

By Judith K. Joseph  
Title Superintendent

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 20 2007

Amount Paid \$  
Skagit Co. Treasurer  
By [Signature] Deputy



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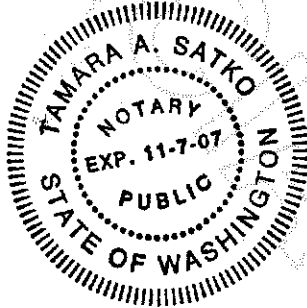
ACKNOWLEDGEMENT – Representative Capacity

STATE OF WASHINGTON, )  
County of SKAGIT ) ss.  
)

I certify that I know or have satisfactory evidence that JUDY L. GROSVENOR  
Is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath  
stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGER  
SHELTER BAY COMPANY of

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal hereto affixed this 12TH day of FEBRUARY, 2007



Tamara A Satko  
Notary Public in and for the State of Washington,  
Residing at ANACORTES  
My appointment expires 11/7/07



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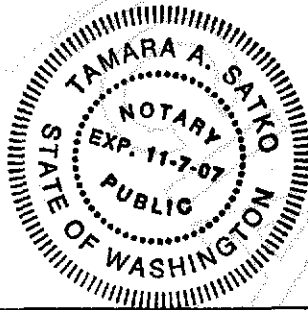
STATE OF WASHINGTON }

ACKNOWLEDGMENT - Individual

County of SKAGIT }

On this day personally appeared before me EUGENE B. BLYMYER JR AND  
BARBARA BLYMYER to me known  
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged  
that THEY signed the same as THEIR free and voluntary act and deed, for the uses and  
purposes therein mentioned.

GIVEN under my hand and official seal this 8TH day of FEBRUARY, 2007.



Tamara A Satko  
Notary Public in and for the State of Washington  
Residing at ANACORTES

My appointment expires 11/7/07

STATE OF WASHINGTON }

ACKNOWLEDGMENT - Individual

County of }

On this day personally appeared before me \_\_\_\_\_ to me known  
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged  
that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and  
purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_



200702200160

Skagit County Auditor