



200209270202
Skagit County Auditor

9/27/2002 Page 1 of 6 4:30PM

HUD-Washington State Office
NW/AK MF HUB

This Space Provided for Recorder's Use

When Recorded Return to:

Foster Pepper & Shefelman PLLC
1111 Third Avenue, Suite 3400
Seattle, WA 98101
Attention: Deborah S. Winter (206) 447-4400

ISLAND TITLE CO.

STEWART TITLE 107520

ASSIGNMENT AND PRESERVATION USE AGREEMENT

A21194

Grantor (Assignor): Bayview Company (127-44017)

Grantee (Assignee): AHA-Bayview Apartments Limited Partnership

Beneficiary: U.S. Department of Housing and Urban Development

Legal Description (abbrev): ~~PTN NE SE 24-35-1 (see Exhibit "A" hereto)~~ PTN BLOCK 6, GRIFFINS 1ST ADD AND PTN BLOCK 5 WHITES 1ST ADD

Assessor's Property Tax Parcel or Account Number(s): 9507 P57254 + P60597

Reference Number of Documents Assigned: 9401100101, 736915 and 737094

THIS ASSIGNMENT AND PRESERVATION USE AGREEMENT ("Assumption Agreement") is entered into as of this 23rd day of September 2002, by and among Bayview Company, with its principal offices at 405 East 15th Street, Vancouver, Washington 98663 (hereinafter called "Assignor"), AHA-Bayview Apartments Limited Partnership, a Washington limited partnership, whose mailing address is 719 Q Avenue, Anacortes, Washington 98221 (hereinafter called "Assignee"), and the U.S. Department of Housing and Urban Development, whose address is Seattle Federal Office Building, 909 First Avenue, Suite 200, Seattle, Washington 98104-1000 (hereinafter called "HUD").

WHEREAS, Assignor and HUD are parties to that certain Use Agreement and Amendment of Regulatory Agreement dated as of November 1, 1993 (the "Contract"), and recorded in the offices of the Skagit County Auditor under number 9401100101, and to that certain Regulatory Agreement for Limited Distribution Mortgages under Section 236 of the National Housing Act, as Amended, dated as of March 13, 1970, and recorded in the offices of the Skagit County Auditor under number 736915 (and re-recorded under number 737094);

WHEREAS, on this 23rd day of September, 2002, Assignee is acquiring from Assignor the real property (the "Property") located in Skagit County, Washington described in Exhibit "A" hereto;

WHEREAS, Assignor wishes to assign to Assignee and to have Assignee assume all of Assignor's rights and obligations under the Contract and Assignee is willing to assume all of said obligations of Assignor thereunder; and

WHEREAS, Assignor seeks the consent of HUD to the assignment and assumption of the Contract as set forth herein, and HUD is willing to grant such consent on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns, delegates, grants, and conveys to Assignee all of its right, title, obligations and interest existing as of this date in and under the Contract.

2. Assumption. Assignee hereby expressly assumes and agrees to perform, observe and confirm all the covenants, agreements, terms, conditions, obligations, duties and liabilities of Assignor under the Contract that arise on and after the date hereof. Assignee does not assume any responsibility for Assignor's failure to fulfill any covenant, agreement, term, condition, obligation, duty or liability of Assignor under the Contract prior to the date hereof.

3. Consent. HUD hereby consents to the foregoing assignment and assumption of the Assignor's obligations under the Contract pursuant to the terms and conditions set forth herein, provided, however, that the Assignor is not released on account of such consent from to any obligation, duty or liability of Assignor under the Contract with respect to ownership of the Property prior to the date the property is transferred to the Assignee.

4. Representations and Warranties of Assignor. In order to induce Assignee and HUD to execute this Assumption Agreement, Assignor hereby represents to Assignee and HUD that (i) the representations and warranties of Assignor in the Contract are true and correct in all material respects as of the date hereof, and (ii) the person signing this Assumption Agreement on Assignor's behalf is authorized to do so and that no additional signatures are required to bind Assignor to the terms of this Assumption Agreement.

[Remainder of Page Intentionally Left Blank]



5: Governing Law. This Assumption Agreement shall be governed by and construed and interpreted in accordance with, the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned have caused this Assumption, Assumption and Consent Agreement to be duly executed and delivered by their duly authorized representatives on the day and year first above written.

ASSIGNOR: Bayview Company, a Washington partnership

By: Albert C. Angelo Jr.
Printed Name: Albert C. Angelo Jr
Title: Partner

ASSIGNEE: AHA-Bayview Apartments Limited Partnership,
a Washington limited partnership

By: Housing Authority of the City of Anacortes, its general partner

By: Theresa McCallum
Printed Name: THERESA McCALLUM
Title: EXECUTIVE DIRECTOR-GENERAL PARTNER

HUD: U.S. Department of Housing and Urban Development

By: R. L. Stettner
Printed Name: _____
Title: _____
**Robert L. Stettner, Director
Seattle Program Center
Northwest/Alaska Multifamily Hub**

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

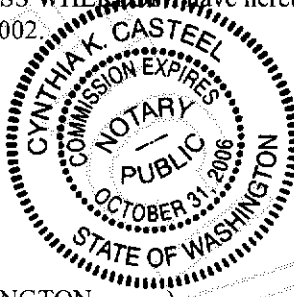
SEP 27 2002

Amount Paid \$ 6
Skagit County Treasurer
By: man Deputy

STATE OF WASHINGTON)
) ss.
COUNTY OF Clallam)

On this day before me personally appeared Albert C Angeloni
known or proved to me to be the Managing Partner of Bayview Company, a
Washington partnership, the entity that executed the within and foregoing instrument, and acknowledged that
instrument to be the free and voluntary act and deed of that entity, for the uses and purposes mentioned
therein, and on oath stated that she was authorized to execute such instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 25th day of
Sept, 2002.



Cynthia K Casteel
(Signature of Notary)
Cynthia K Casteel
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Bush Prairie
My appointment expires 10/31/06

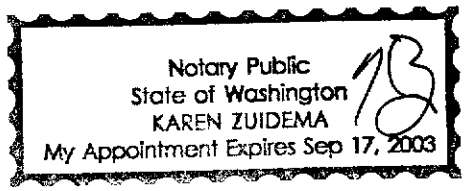
STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day before me personally appeared THERESA McCALLUM, known or proved to me to be
the Executive Director of the Housing Authority of the City of Anacortes, general partner of AHA-Bayview
Apartments Limited Partnership, a Washington limited partnership, the entity that executed the within and
foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of that
entity, for the uses and purposes mentioned therein, and on oath stated that she was authorized to execute
such instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 23rd day of
September, 2002.

Karen Zuidema
(Signature of Notary)
Karen Zuidema
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Anacortes WA
My appointment expires 9/17/03

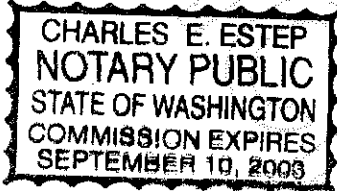


200209270202
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this day before me personally appeared ROBERT L. STETTNER, known or proved to me to be the DIRECTOR, SEATTLE PROGRAM CTR of U.S. Department of Housing and Urban Development, the entity that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of that entity, for the uses and purposes mentioned therein, and on oath stated that she was authorized to execute such instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 30th day of August, 2002.



Charles E. Estep
(Signature of Notary)
CHARLES E. ESTEP
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Seattle
My appointment expires 9-10-03

Exhibit "A"

All that certain parcel or parcels of land located in the City of Anacortes, County of Skagit, State of Washington, more particularly described as follows:

Beginning at the intersection of the north line of 30th Street and the west line of "R" Avenue as platted in the Whites First Addition to the City of Anacortes; thence northerly along the west line of "R" Avenue 512 feet to the point of intersection with the south line of 28th Street; thence west along said south line of 28th Street 230 feet; thence south 396 feet to the point of intersection with the north line of the alley in Block 5, Whites First Addition to the City of Anacortes; thence east 130 feet along the north line of the alley in said Block 5 to the point of intersection with the west line, produced north, of Lot 21, Block 5, Whites First Addition to the City of Anacortes; thence south 115 feet along the west line of said Lot 21 to the point of intersection with the north line of 30th Street; thence east 100 feet along said south line of 30th Street to the point of beginning.

