

Return Address:
Land Title Company
P.O. Box 445
Burlington, WA 98233



200303110015
Skagit County Auditor

3/11/2003 Page 1 of 6 8:51AM

LAND TITLE COMPANY OF SKAGIT COUNTY

105500PE

Document Title(s) (for transactions contained therein):

1. Agreement Re: Assumption and Substitution of Liability
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

(on page of documents(s))
9505010084

Grantor(s)

1. Moonen Cleaners LLC
- 2.
- 3.
- 4.

Additional Names on page of document.

Grantee(s)

1. David R. Wiedenhoft
2. Clarice E. Wiedenhoft
- 3.
- 4.

Additional Names on page of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

Ptn of SW ¼ of SW ¼, 17-34-4 E W.M.

Additional legal is on page of document.

Assessor's Property Tax Parcel/Account Number

340417-0-026-0007/P25557, P25557

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**AGREEMENT RE:
ASSUMPTION AND SUBSTITUTION OF LIABILITY**

THIS AGREEMENT is made March 10th, 2003, between JUNG W. SUH and AILEEN S. SUH, husband and wife, herein referred to as seller; DAVID R. WIEDENHOFT and CLARICE E. WIEDENHOFT, husband and wife, herein referred to as beneficiary, and MOONEN CLEANERS LLC, herein referred to as purchaser.

The parties recite and declare that:

1. Seller is obligated and liable for the payment to beneficiary of the debt evidenced by a promissory note (a copy of which is attached hereto and incorporated by reference) in the face amount of ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000.00), dated May 1, 1995, which promissory note is secured by a deed of trust dated May 1, 1995, that was recorded on May 1, 1995, under Auditor's File No. 9505010084, records of Skagit County, Washington. Beneficiary now owns and holds such promissory note and deed of trust.

2. Seller has sold and conveyed or is about to sell and convey to purchaser all of the real property described in such deed of trust, and both seller and purchaser have requested beneficiary to release seller from further liability under or on account of such promissory note and deed of trust. For the reasons set forth above and in consideration of the mutual conveyance and promises of the parties hereto, seller, beneficiary and purchaser covenant and agree as follows:

**SECTION ONE
UNPAID BALANCE OF SECURED OBLIGATION**

All monthly installments of principal and interest provided by such promissory note to be paid on and after date hereof, are unpaid, and the present balance as of March 10th, 2003, is \$150,000.00, for purposes of closing.

**SECTION TWO
RELEASE FROM LIABILITY**

Seller is hereby released from further liability under or on account of such promissory note and deed of trust.



200303110015
Skagit County Auditor

SECTION THREE
ASSUMPTION OF LIABILITY

Purchaser agrees to pay such promissory note in installments at the times, in the manner, and in all other respects as provided in such promissory note; to perform all of the obligations provided in such deed of trust and promissory note to be performed by seller at the time, in the manner and in all respects as therein provided; and to be bound by all of the terms of such deed of trust obligation, all as though such promissory note and such deed of trust, and each of them, had originally been made, executed, and delivered by purchaser.

SECTION FOUR
NO IMPAIRMENT OF LIEN

All of the real property described in such deed of trust shall remain subject to the lien, charge or encumbrance of such deed of trust, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of the deed of trust or the priority thereof over other liens, charges or encumbrances or, except as herein otherwise expressly provided, to release or affect the liability of any party or parties whomsoever who now or may hereafter be liable under or on account of such promissory note and deed of trust.

SECTION FIVE
INTERPRETATION

In this agreement, the singular number includes the plural and the plural number includes the singular. If this agreement is executed by more than one person, firm, corporation or other entity as purchaser, the obligations of each such person, firm, corporation or other entity hereunder shall be joint and several.

SECTION SIX
LIMITATIONS

The right to plead any statute of limitations as a defense to any obligations and demands secured by or mentioned in such deed of trust is hereby waived by purchaser to the full extent permissible by law.



200303110015

Skagit County Auditor

SECTION SEVEN
APPLICATION OF AGREEMENT

This agreement applies to, inures to the benefit of and binds all parties hereto and their respective heirs, legatees, devisees and administrators, executors, successors and assigns.

IN WITNESS WHEREOF, I am executing this certificate this
10th day of MARCH, 2003.

Seller:

Purchaser:

Jung W. Suh
JUNG W. SUH
Aileen S. Suh
AILEEN S. SUH

MOONEN CLEANERS LLC

Clyde G. Williams
By: CLYDE G. WILLIAMS
Its: Administrator

Beneficiary:

David R. Wiedenhoft
DAVID R. WIEDENHOFT

Clarice E. Wiedenhoft
CLARICE E. WIEDENHOFT



200303110015

Skagit County Auditor

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day personally appeared before me JUNG W. SUH and AILEEN S. SUH, to me known to be the individuals 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 10th day of March, 2003.

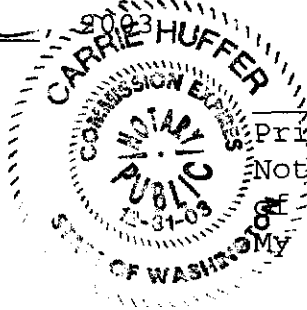



Printed Name: Carrie Huffer
Notary Public in and for the State of
Washington, residing at Burlington
My commission expires: 12/31/2003

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day personally appeared before me CLYDE G. WILLIAMS, to me known to be the Administrator of MOONEN CLEANERS LLC described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of March, 2003.




Printed Name: Carrie Huffer
Notary Public in and for the State
of Washington, residing at: Burlington
My commission expires: 12-31-03



200303110015
Skagit County Auditor

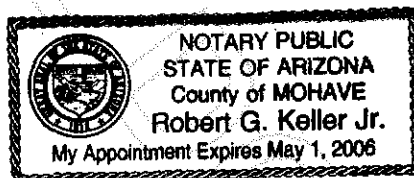
STATE OF ARIZONA)
)
County of MOHAVE)

ss.

On this day personally appeared before me DAVID R. WIEDENHOFT and CLARICE E. WIEDENHOFT, to me known to be the individuals 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 7 day of march, 2003.

Robert G. Keller Jr.
Printed Name: Robert G. Keller Jr.
Notary Public in and for the State of ARIZONA, residing at 1160 Lakeside Dr
My commission expires: 5-1-06



200303110015
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