

AFTER RECORDING RETURN TO:

Liberty Bank
PO Box 10348
Eugene, OR 97440



200511160061
Skagit County Auditor

11/16/2005 Page 1 of 3 11:15AM

ASSIGNEE'S NAME AND ADDRESS:

Liberty Bank
PO Box 10348
Eugene, OR 97440

ASSIGNOR'S NAME AND ADDRESS:

Fairway Commercial Mortgage Corporation
Attn: Mr. Matthew W. Burk
6650 SW Redwood Lane, Suite 290
Portland, OR 97224

LAND TITLE OF SKAGIT COUNTY
118390-S

**Assignment of Deed of Trust
(For security purposes only - not absolute assignment)**

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Liberty Bank, for security purposes only, all beneficial interest under that certain Commercial Deed of Trust (the "Trust Deed") recorded October 11, 2005, executed by LaConner Fruit and Produce Market, LLC (the "Grantor"), to Land Title of Skagit County, Trustee, and recorded as Instrument No. 2005-10110019, in the Official Records in the County Recorder's office of Skagit County, State of Oregon, describing land therein more particularly described as:
Washington

See Exhibit "A"

TOGETHER with all right, title and interest of the undersigned now owned or hereafter acquired in and to the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under the note or notes and said Deed of Trust and that Loan Agreement of the same date as the Deed of Trust executed by the obligor under the note or notes secured by the Deed of Trust.

After Acquired Property: This Assignment covers all of Assignor's right, title and interest now or hereafter acquired with respect to the Property and the Trust Deed.

Obligations Secured: This Assignment is given to secure the payment and performance of all indebtedness and obligations now or hereafter owed by Assignor to Assignee, direct or indirect, including interest thereon, together with any extensions or renewals thereof, in the principal amount of \$225,000.00, which amount was loaned to the undersigned in connection with the transaction concerning the Property.

Covenants, Warranties and Agreements of Assignor: With respect to the security interest granted by this Assignment, Assignor represents, covenants, warrants and agrees with Assignee as follows:

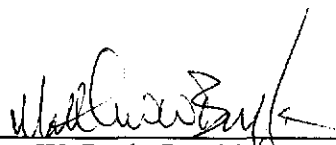
1. In the event of default by the Grantor under the Trust Deed, Assignee shall have the right but not the obligation to assert all of the Assignor's remedies, or any of them, under the terms of the Trust Deed against said the Grantor. To the extent necessary, Assignor does hereby grant a limited power of attorney to Assignee to institute such proceedings in the name of either Assignee or Assignor.
2. Assignee is authorized to notify the Grantor of this Assignment, and to effect a direct collection of all payments now or hereafter coming due to the undersigned under the terms of the Trust Deed. At the request of Assignee, Assignor agrees to enter into any appropriate notices to the Grantor. All amounts so collected by Assignee shall be applied by Assignee to the obligations secured hereby.
3. This Assignment shall not be qualified or supplemented by course of dealing. No waiver or modification by Assignee of any of the terms or conditions hereof shall be effective until in writing signed by Assignee. No waiver nor indulgence by Assignee as to any required

performance by Assignor shall constitute a waiver as to any subsequent required performance or other obligations of Assignor hereunder.

4. Time is of the essence of this Assignment and in the event of Assignor's default under the terms of this Assignment, or any obligations secured hereby, Assignee shall have all remedies as allowed by law. In the event of the default by Assignor, or in the event it becomes necessary for Assignee to become involved in the preservation of its security in the Property and the Trust Deed, Assignor shall be responsible for paying all of the Assignee's reasonable costs incurred therein, including but not limited to reasonable attorneys' fees incurred with or without legal action, together with all expenses of title search and all court costs and costs of public officials. The sums agreed to be paid hereunder shall be secured hereby. If Assignee realizes on the security granted herein, Assignor agrees to pay any deficiency remaining after the application of the net proceeds to any indebtedness secured hereby.

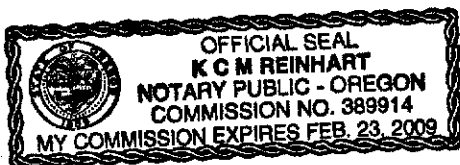
5. This agreement shall be binding upon an inured to the benefit of the parties, their heirs, successors, assigns and personal representatives.


FAIRWAY COMMERCIAL MORTGAGE
CORPORATION
an Oregon corporation

By: 
Matthew W. Burk, President

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on this 10th day of November, 2005, by Matthew W. Burk, as President of FAIRWAY COMMERCIAL MORTGAGE CORPORATION.




Notary Public for Oregon
My Commission Expires: 2/23/09



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Skagit County Auditor

EXHIBIT "A"

DESCRIPTION:

PARCEL "A":

Block 1, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", as per plat recorded in Volume 2 of Plats, page 49, records of Skagit County, Washington,

EXCEPT that portion of said premises lying North of a line that is 50 feet South of and parallel with the North line of said Block,

ALSO EXCEPTING any portion of said premises lying below the line of mean high tide,

AND ALSO EXCEPTING the following:

Beginning at the intersection of the South line of fractional Block 1 of said "MAP OF LACONNER, WHATCOM COUNTY, WASH. TERRY., 1872", and the East line of the tidelands in front of and abutting on said Block 1; thence Northerly along the East line of said Block 1, 100 feet to a point 165.2 feet from the intersection of the East line of said Block 1, produced Northerly and the South line of Lot 2, Section 36, Township 34 North, Range 2 East, W.M.; thence West parallel with the South line of said Lot 2 to the East line of said tidelands and thence Southerly along the East line of said tidelands to the point of beginning.

Situate in the Town of LaConner, County of Skagit, State of Washington.

PARCEL "B":

Tract 6, Plate 18, "TIDE AND SHORE LANDS AT LACONNER", filed in the Office of the State Land Commission at Olympia, Washington,

EXCEPT the South 90 feet thereof.

Situate in the Town of LaConner, County of Skagit, State of Washington.

PARCEL "C":

That portion of Block 1, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", as per plat recorded in Volume 2 of Plats, page 49, records of Skagit County, Washington, lying North of a line that is 50 feet South of and parallel to the North line of said Block 1,

EXCEPT that portion thereof, if any, lying within tidelands.

Situate in the Town of LaConner, County of Skagit, State of Washington.

PARCEL "D":

All interest in harbor area Lease between the State of Washington, as lessor, and B. A. Dvorak, as Lessee, dated July 31, 1989, recorded October 15, 1993, under Auditor's File No. 9310150097, and the amendment thereto recorded October 15, 1993, under Auditor's File No. 9310150098.

Situate in the County of Skagit, State of Washington.



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