RETURN ADDRESS: Whidbey Island Bank P.O. Box 1589 Oak Harbor, WA 98277



Chicago Title IC40960

Escrow BE11197

ASSIGNMENT OF RENTS

Reference # (if applicable): BE11197

Additional on page

- Grantor(s):
 - 1. CROWTHER, THOMAS W, TRUSTEE OF ANDREE M CROWTHER TESTEMENTARY TRUST
 2. CROWTHER, TODD T, TRUSTEE OF ANDREE M CROWTHER TESTAMENTARY TRUST
 3. SAUVE, EDWIN J, TRUSTEE OF ANDREE M CROWTHER TESTAMENTARY TRUST
- 4. CROWTHER THOMAS W INDIVIDUALLY

Grantee(s)

1. Whidbey Island Bank

Legal Description: UNIT A-201, ADVANTAGE BUSINESS PARK CONDOMINIUM

Additional on page 2

Assessor's Tax Parcel ID#: 4861-000-201-0000

THIS ASSIGNMENT OF RENTS dated January 10, 2007, is made and executed between THOMAS CROWTHER and THOMAS W. CROWTHER, TODD T. CROWTHER and EDWIN J. SAUVE, as Co-Trustees of THE ANDREE CROWTHER TESTAMENTARY TRUST dated May 26, 1995 (referred to below as "Grantor") and Whidbey Island Bank, whose mailing address is SKAGIT, WA (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in SKAGIT County, State of Washington:

UNIT A 201, ADVANTAGE BUSINESS PARK CONDOMINUM, A CONDOMINUM, A CONDOMINUM, A CONDOMINUM, A CONDOMINUM, AUDITOR'S FILE NO. 200506010112, RECORDED JUNE 1, 2005, UNDER AUDITOR'S FILE NO. 200506010112, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON

The Property or its address is commonly known as 325 EAST GEORGE HOPPER ROAD, SUITE 201, BURLINGTON, WA 98233. The Property tax identification number is 4861-000-201-0000.

THIS ASSIGNMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency, before or after Lender's commencement deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE: Except, as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

FENDER'S RIGHT TO RECEIVE AND COLLECT BENTS. Lender shall have the right at any time, and even though no given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover necessary for the Property; collect the Rents and remove any tenants or other persons from the Property.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by it; however, any such Rents rade by Lender which are not applied to such costs and expenses shall be applied to the indebtedness and expenses shall be completed to the indebtedness secured by this this shall be payable on demand, with interest at the Note rate from date of expenditure until paid. Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor falls to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any scrion that Lender deems appropriate on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender to the date of repayment by Grantor. All such the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be due and payable at the Note's maturity.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Default. Grantor fells to comply with any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law.

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to

Pay.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the

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Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies: Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SKAGIT County, State of Washington.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all Indebtedness secured by this Assignment.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means ANDREE M CROWTHER TESTAMENTARY TRUST and THOMAS W CROWTHER.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means THOMAS W CROWTHER, TODD T CROWTHER and EDWIN J SAUVE.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Whidbey Island Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated January 10, 2007, in the original principal amount of \$788,333.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan



1/26/2007 Page

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agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter deeds, collateral mortgages, and all other instruments.

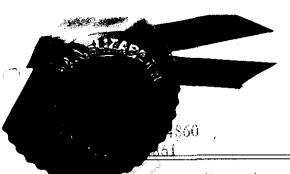
Moterry Public in and for the State of Residing at /R/I/VE, OA TO-02-C -OT on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the authority set forth in the trust documents or, by suthority of statute, for the uses and purposes therein mentioned, and Notary Public, personally appeared Hadrace Western Linguist and personally appeared Hadrace Western Linguist Countries of Andrece of Chourage Chourages of Salvace of Chourage Chourages of Salvace of Chourage of ORANGE My Term Exp. Feb. 26, 2007 ORANGE COUNTY COMM...1402083
NOTARY PUBLIC-CALIFORNIA STATE OF COLIFORNIA BONNIE HOGERS TRUST ACKNOWLEDGMENT TRUSTEE OF ANDREE M CROWTHER TESTAMENTARY TRUST TRUSTEE OF ANDREE M CROWTHER TESTAMENTARY TRUST TODD T CROWTHER-.YJJAUGIVIGNI GNA ANDREE M CROWTHER TESTAMENTARY TRUST HUINAND DOCUMENT IS EXECUTED ON JANUARY 10, 2007. SIH THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. and proceeds mereunder. now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonusés, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, continued and proceeds from the Property. Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any existing, executed in connection with the Indebtedness.

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ASSIGNMENT OF RENTS (Continued)

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agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON JANUARY 10, 2007.

GRANTOR:		
X	ANDREE M CROWTHER TESTAM	ENTARY TRUST
THOMAS W CROWTHER TRUSTEE OF	_	
16 94	AND INDIVIDUALLY.	
TODD T CROWTHER- TRUSTEE OF AN	JOREE M CROWTHER TESTAMEN	ITARY TRUST
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	A A CRITICAL POLICE	/O Basinghall Street
TATE OF KINGDOM OF ENGLAN		London, EC2 3DE
TPS KINDDOM OF ENGLAND	S.S. Ss	Telephone: 020 7448 4860
COUNTY OF CITY OF LONDON		Fax: 020 7448 4861
ECONTY OF SEE		Fig. C. Same of J. C.
On this 19 Th day of	January , 2007	, before me, the undersigned
On this day of Notary Public, personally appeared THOMA SAUVE, Trustee of ANDREE M CROWTHER 1	C-W-CROMEMER Triustee: TODD	T CROWTHER, Trustee: EDWING J
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authority set forth in the trust documents or, on eath stated that they are authorized to exceed the set of th		
on oath stated that they are authorized to ex-	<i>5</i> 3	
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On this day before me, the undersigned Notary Pu	blic personally appeared THOMAS W	CROWTHER , personally known
On this day before me, the undersigned Notary Puto me or proved to me on the basis of satisfact	ory evidence to be the individual desc	ribed in and who executed the
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Notary Public in and for the State of	MA COURTINOS	
*Assignment of Rents		4 B W A A



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5 of

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Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other syms provided by law.

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Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SKAGIT County, State of Washington,

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

WAIVER OF HOMESTEAD EXEMPTION. Granto hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all Indebtedness secured by this Assignment.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

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Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word Grantor" means THOMAS W CROWTHER, TODD T CROWTHER and DWIN'D SAUVE.

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Note. The word "Note" means the promissory note dated January 10, 2007, in the original principal amount of \$788,333.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan



STATE OF WASHINGTON COUNTY OF Skagit

I certify that I know or have satisfactory evidence that THOMAS W. CROWTHER, Trustee is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as Trustee of the ANDREE M. CROWTHER TESTAMENTARY TRUST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

23,2007

Marcia J. Jennings

Notary Public in and for the State of Washing

Residing at Sedro Woolley
My appointment expires: 10/5/2008



Skagit County Auditor

1/26/2007 Page

7 of

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