

RECORDING REQUESTED BY AND WHEN



201108030039

Skagit County Auditor

RECORDED MAIL TO:

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PACIFICA LAW GROUP LLP
1191 Second Avenue, Suite 2100
Seattle, WA 98101
Attention: Faith Li Pettis

ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

(Collateral Assignment in Part and Absolute Assignment in Part)

99881-7
GUARDIAN NORTHWEST TITLE CO.

Grantor:

WASHINGTON STATE HOUSING
FINANCE COMMISSION, a public body
corporate and politic and an instrumentality
of the State of Washington

Grantee:

**U.S. BANK NATIONAL ASSOCIATION,
a national banking association**

Legal Description:

Section 17, township 34, Range 4; SE NE
Additional Legal(s) on Exhibit A

Assessor's Tax Parcel ID Number:

P25889, 340417-1-014-0207

Reference No.:

Deed of Trust – Recording No.

201108030037

This Assignment of Deed of Trust and Loan Documents ("Assignment"), dated as of the 3rd day of August, 2011, is made by the WASHINGTON STATE HOUSING FINANCE COMMISSION, a public body corporate and politic and an instrumentality of the State of Washington ("Bond Issuer"), to and for the benefit of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

Bond Issuer is the current owner and holder of the following: (a) the lender's interest in a Construction Loan Agreement (the "Loan Agreement") dated the date of this Assignment; (b) the loans made pursuant to such Loan Agreement (the "Loans") in the aggregate amount of \$3,940,000; (c) the Series A Promissory Note and Series B Promissory Note (together, the "Notes") dated the date of this Assignment and made by Borrower, payable to Bond Issuer or order in the aggregate principal amount of \$3,940,000; and (d) a Construction Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") securing the Notes and encumbering the real property described in Exhibit A attached to this Assignment. The Loan Agreement, the Notes and the Deed of Trust are referred to collectively as the

"Assigned Documents." The Deed of Trust is recorded in the records of Skagit County, Washington under recording no. 201108030037.

Bond Issuer obtained the funds to acquire the Loans by issuing its Multifamily Revenue Bond (La Venture Apartments Project), Series 2011A (Washington Works) and Multifamily Revenue Bond (La Venture Apartments Project), Series 2011B (Washington Works) (together, the "Bonds"). Bank purchased, and is now the holder of, the Bonds.

In consideration of Bank's purchase of the Bonds, Bond Issuer wishes to assign its right, title and interest in the Loans and in the Assigned Documents to Bank on the terms more specifically set forth below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bond Issuer agrees as follows:

1. **Collateral Assignment.** As security for the Bonds and all Bond Issuer's obligations under this Assignment, Bond Issuer hereby assigns and pledges to Bank, and grants to Bank a first-priority lien on and security interest in, all of Bond Issuer's right, title and interest in, to and under the Loans and the Assigned Documents.

2. **Absolute Assignment.** Notwithstanding anything to the contrary contained elsewhere in this Assignment, Bond Issuer hereby absolutely assigns to Bank all of Bond Issuer's rights under the Assigned Documents, including but not limited to the rights to receive late fees, interest after default or interest at a Taxable Rate (as described in the Notes), and payment of other costs, fees and expenses under the Assigned Documents and under any and all documents, instruments and agreements now or hereafter securing any thereof.

3. **Payments.** Borrower will make all payments under the Notes and the Assigned Documents to Bank at the following address unless and until Bank notifies Borrower otherwise in writing:

U.S. Bank National Association
1420 Fifth Avenue, 8th Floor
Seattle, WA 98101
Attention: Commercial Real Estate Division

4. **Administration of Loans; Rights of Bank.** Notwithstanding the collateral nature of part of this Assignment, the parties acknowledge that it is anticipated that, after application of the payments of principal, interest and prepayment premium on the Loans to repayment of the Bonds, no further amounts thereof will remain. In recognition of that fact, upon and after the effectiveness of this Assignment, Bank will be entitled to service and administer the Loans and administer and enforce all rights of Bank under the Loan



Agreement for so long as this Assignment remains in effect. Without limiting the generality of the foregoing, Bank will be entitled: (a) to administer all disbursements of funds under the Loan Agreement; and (b) to be named as mortgagee, loss payee or additional insured (as appropriate) under all insurance policies required to be maintained under the terms of the Assigned Documents.

5. **Enforcement.** In the event of a default on the Bonds, or if an Event of Default (as defined in the Loan Agreement) exists, even if there is no default on the Bonds, Bank may enforce all obligations of Borrower under the Assigned Documents and applicable law and no further consent or agreement of Bond Issuer will be required as a condition to such enforcement. With respect to the collateral assignment provided for in Section 1 of this Assignment, Bank will have all the rights and remedies of Bond Issuer under the Assigned Documents and all the rights and remedies of a secured party under the Uniform Commercial Code, as enacted in the State of Washington, as it may be amended from time to time.

6. **Releases Upon Payment of Bonds.** Upon payment in full of the Bonds, Bank will be entitled, without further consent or agreement of Bond Issuer, to mark the Notes "paid" and return the original thereof to Borrower or its successor and to release the lien of the Deed of Trust and such other documents, if any, as may then secure the Notes.

7. **Representations and Warranties.** Bond Issuer represents and warrants to Bank that: (a) no previous assignment of its rights in the Assigned Documents has been made; (b) the Assigned Documents have not been modified, amended or terminated by Bond Issuer; and (c) no payments of principal or interest have been made to Bond Issuer under the Notes. Except as expressly and specifically set forth in this Section, Bond Issuer makes no representations or warranties whatsoever with respect to the assignment provided for herein and such assignment is made without recourse to Bond Issuer.

8. **Further Assurances.** Bond Issuer will execute and deliver to Bank such other and further documents, and do such other acts and things as Bank may reasonably request in order to more fully carry out the purpose and intent of this Assignment.

9. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the successors and assigns of Bank and Bond Issuer.

10. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

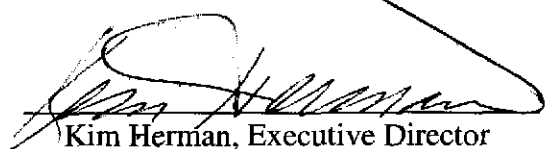


DATED as of the date first set forth above.

BOND ISSUER:

WASHINGTON STATE HOUSING
FINANCE COMMISSION

By


Kim Herman, Executive Director

The undersigned Borrower acknowledges the foregoing Assignment, represents and warrants that, to its knowledge, the representations and warranties set forth therein are true and correct, agrees to make payments to Bank under the Notes and the other Assigned Documents as provided above, and agrees not to take any action contrary to the terms of such Assignment.

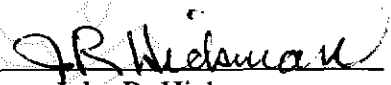
BORROWER:

LA VENTURE WORKFORCE HOUSING
LLC, a Washington limited liability
company

By: La Venture Holdings LLC
Its: Managing Member

By: Archdiocesan Housing
Authority d/b/a/ Catholic Housing
Services of Western Washington
Its: Sole Member and Manager

By:


John R. Hickman
Vice President



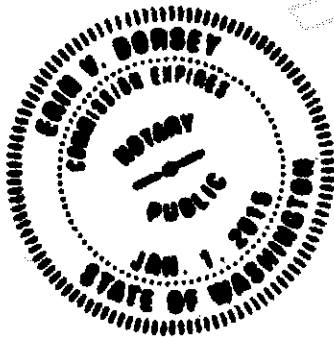
STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that KIM HERMAN is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of WASHINGTON STATE HOUSING FINANCE COMMISSION, a public body corporate and politic and an instrumentality of the State of Washington, to be the free and voluntary act of such public body corporate and politic for the uses and purposes mentioned in the instrument.

Dated this 28 day of July, 2011.



Erin V. Dorsey
(Signature of Notary)

Erin V. Dorsey
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Seattle

My appointment expires 1/1/2015



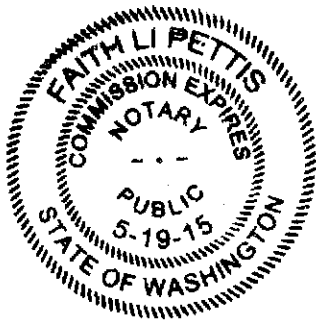
STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that JOHN R. HICKMAN is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of the Archdiocesan Housing Authority dba Catholic Housing Services of Western Washington, the Sole Member and Manager of La Venture Holdings LLC, the Managing Member of LA VENTURE WORKFORCE HOUSING LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 28 day of July, 2011.



A handwritten signature of Faith Li Pettis in dark ink.

(Signature of Notary)

Faith Li Pettis

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at Seattle

My appointment expires 5/19/2015



EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

The South 1,122.5 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M., EXCEPT the South 550 feet thereof, EXCEPT the East 214 feet thereof, AND EXCEPT the North 15.33 feet of the South 565.33 feet of the West 333 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 17, ALSO EXCEPT Tract "A" of Survey recorded August 4, 1997 under Auditor's File No. 9708040071 in Volume 19 of Surveys, page 153, records of Skagit County, Washington.

Parcel "B":

The South 1,122.5 feet of the East 15 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M., EXCEPT the South 565.33 feet thereof.

Parcel "C":

A non-exclusive easement for ingress, egress, drainage and utilities over and across the West 30 feet of the following described tract:

The North 285.33 feet of the South 565.33 feet of the West 333 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M., TOGETHER WITH the North 285.33 feet of the South 565.33 feet of the East 15 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

Parcel "D":

A non-exclusive easement for ingress, egress, drainage and utilities over and across the West 30 feet of the following described tract:

The East 98.5 feet of the West 143.5 feet of the North 250 feet of the South 280 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M., TOGETHER WITH the West 45 feet of the North 250 feet of the South 280 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M., TOGETHER WITH the East 15 feet of the North 250 feet of the South

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280 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

Parcel "F":

A non-exclusive easement for ingress, egress and utilities over and across the West 354.56 feet of the East 568.56 feet of the North 25 feet of the South 1,147.5 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 17.

Parcel "G":

A non-exclusive easement for ingress, egress and utilities over and across the following described tract:

Beginning at the Southwest corner of the West 184 feet of the East 214 feet of the North 60 feet of the South 1,182.5 feet of the Southeast 1/4 of the Northeast 1/4 of said Section 17; thence South 87 degrees 55'03" East, 184.03 feet to the Southeast corner of said West 184 feet of the East 214 feet of the North 60 feet of the South 1,182.5 feet; thence North 1 degree 01'55" East, 60.01 feet along the East line thereof to the Northeast corner thereof; thence North 87 degrees 55'03" West 90.14 feet along the North line of said South 1,182.5 feet to a point of curvature; thence along the arc of said curve concave to the Southeast having a radius of 130.00 feet, through a central angle of 32 degrees 03'12", an arc distance of 72.73 feet to a point of tangency; thence South 60 degrees 01'45" West, 0.34 feet to the North line of the South 1,162.5 feet of said subdivision; thence North 87 degrees 55'03" West, 24.24 feet along said North line to the West line of said East 214 feet to the North 1,182.5 feet of said subdivision; thence South 1 degree 01'55" West, 40.01 feet along said West line to the point of beginning.

Parcel "H":

A non-exclusive easement for ingress, egress and utilities over and across the following described tract:

Beginning at the Northwest corner of said West 184 feet of the East 214 feet of the South 1,122.5 feet of the Southeast 1/4 of the Northeast 1/4 of said Section 17; thence South 87 degrees 55'03" East, 92.79 feet along the North line of said South 1,122.5 feet to a cusp; thence along the arc of a curve concave to the Southeast having a radius of 70.00 feet and an initial tangent bearing of North 87 degrees 55'03" West, through a central angle of 32 degrees 03'12", an arc distance of 39.16 feet to a point of tangency; thence South 60 degrees 01'45" West, 28.62 feet to a point of curvature; thence along the arc of a curve concave to the Northwest having a radius of 130.00 feet; through a central angle of 14 degrees 54'00", an arc

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distance of 33.81 feet to the West line of said East 214 feet of the South 1,122.5 feet to the Southeast 1/4 of the Northeast 1/4 of said Section 17; thence North 1 degree 01'55" East, 39.90 feet along said West line to the point of beginning.

Parcel "I":

A non-exclusive easement for ingress, egress and utilities over and across the following described tract, as reserved by document recorded as Auditor's File No. 9510100091: Commencing at the Southeast corner of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.; thence North 01 degree 01'55" East along the East line of said subdivision a distance of 843.99 feet; thence North 87 degrees 55'04" West parallel to the South line of said subdivision to a point on a line parallel with and 214.00 feet distant, as measured perpendicularly from said East line of said subdivision, said point being the true point of beginning; thence North 87 degrees 55'04" West, a distance of 30.01 feet; thence South 01 degrees 01'55" West, a distance of 71.60 feet to the beginning of a tangent curve of 95.00 foot radius concave Northeasterly; thence Southeasterly through a central angle of 46 degrees 49'35" for a distance of 77.64 feet, to a point on the West line of Lot 2 of Mount Vernon Short Plat 4-87, as filed in Volume 8, page 8 of Short Plats, under Auditor's File No. 8712210075, records of Skagit County, Washington; thence North 01 degree 01'55" East along the West line of said Lot 2 and the Northerly projection thereof, a distance of 140.33 feet to the true point of beginning.

Parcel "K":

A non-exclusive easement established by document recorded under Auditor's File No. 9510100090 for ingress, egress and utilities over and across the South 30 feet of Lot 2 of Mount Vernon Short Plat No. MV-4-87, approved December 17, 1987 and recorded December 21, 1987, as Auditor's File No. 8712210075, in Book 8 of Short Plats, page 8, records of Skagit County, being a portion of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.;

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across both the South 15 feet of Lot 1 of said Short Plat, and the North 15 feet of the South 45 feet of Lot 2 of said Short Plat.

