



201204040070

Skagit County Auditor

4/4/2012 Page

1 of

4 2:59PM

After recording return to:

Jeffrey E. Pratt
MARSH MUNDORF PRATT SULLIVAN
+ McKENZIE, P.S.C.
16504 9th Avenue SE, Suite 203
Mill Creek, WA 98012

Document Title(s): Receiver's Assignment of Deed(s) of Trust and Loan(s)
Reference Number(s) of Documents assigned: 200807250057
Grantor's Name: Federal Deposit Insurance Corporation, as Receiver of North County Bank
Grantee/Beneficiary's Name: Whidbey Island Bank
Legal Descriptions: N/A
Assessor's Property Tax Parcel/Account No.: 4135-042-004-0008 (P74675)

RECEIVER'S ASSIGNMENT OF DEED(S) OF TRUST AND LOAN(S)
(Assignment Without Recourse, Covenant, Representation, or Warranty)

The **FEDERAL DEPOSIT INSURANCE CORPORATION**, as **Receiver of NORTH COUNTY BANK**, Arlington, Washington, (herein referred to as "Assignor"), whose address is 1601 Bryan Street, 35th Floor, Dallas, Texas 75201, the said Depository Institution having been placed in receivership on September 24, 2010, for and in consideration of the sum of TEN AND NO/100ths DOLLARS (\$10.00) and other valuable consideration paid to Assignor by Whidbey Island Bank (herein referred to as "Assignee"), whose address is P. O. Box 3427, Arlington, WA 98223, the receipt and sufficiency of which are hereby acknowledged, does by this Receiver's Assignment (herein referred to as "Assignment") hereby ASSIGN, TRANSFER, CONVEY, SELL and DELIVER to Assignee, without recourse, covenant, representation, or warranty of any kind or nature, express or implied, all of Assignor's right, title and interest, if any, in and to (1) the indebtedness described on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter collectively referred to as the "Indebtedness"), including any and all notes, instruments or writings evidencing or constituting such Indebtedness and (2) all liens, encumbrances, security interests, Deeds of Trust of collateral or other interests securing same, and any guaranties and other interests to which Assignor is entitled by virtue of any ownership of the Indebtedness, whether or not noted on Exhibit "A" (herein collectively referred to as "Security"), but (a) only to the extent that such secures the Indebtedness or the payment thereof, and not to the exclusion of the rights of Assignor or third parties to such Security to the extent that it secures indebtedness not assigned hereby and (b) exclusive of any foreclosed property (all of the foregoing being the "Loan"). If the

Loan is participated or is a participation interest, Assignee assumes the duties and obligations of Assignor with regard to any participation agreement.

PROVIDED, HOWEVER, all of the foregoing is without recourse, covenant, representation, or warranty of any kind or nature, express or implied, including, without limitation, any concerning the amount of the Indebtedness and the priority, title, collectability, value, enforceability or validity of any of the foregoing.

This Assignment is executed pursuant to that certain **Purchase and Assumption Agreement** between Assignor and Assignee dated as of September 24, 2010.

IN WITNESS WHEREOF, this Receiver's Assignment of Deed(s) of Trust and Loan(s) is executed this 26 day of March, 2012, but to be effective for all purposes, however, as of September 24, 2010.

ASSIGNOR:

**Federal Deposit Insurance Corporation, as Receiver of
North County Bank, Arlington, Washington**

By: _____

Name: Lynn Eerkes

Title: Attorney in Fact, under Limited Power of Attorney Recorded
Under Skagit County Auditor's No. 201109300111

ASSIGNEE:

Whidbey Island Bank,

By: _____

Name: Lynn Eerkes

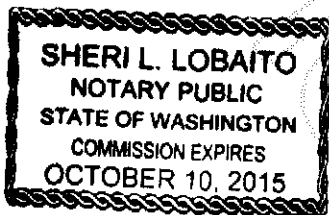
Title: Senior Vice President



STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Lynn Eerkes, to me known to be the Attorney-in-Fact, under Limited Power of the Federal Deposit Insurance Corporation, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and stated that he was authorized to execute the said instrument as such Attorney-in-Fact.

GIVEN under my hand and official seal this 26 day of March, 2012.

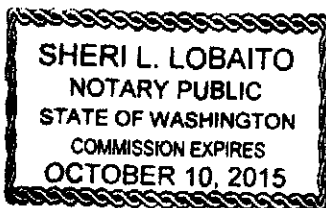


Sheri L. Lobaito
[Print Name] Sheri L. Lobaito
Notary Public in and for the State of
Washington residing at Mike Stevens
My commission expires: 10-10-15

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Lynn Eerkes, to me known to be the Senior Vice President of Whidbey Island Bank, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and stated that he/she was authorized to execute the said instrument as such officer.

GIVEN under my hand and official seal this 26 day of March, 2012.



Sheri L. Lobaito
[Print Name] Sheri L. Lobaito
Notary Public in and for the State of
Washington residing at Mike Stevens
My commission expires: 10-10-15



EXHIBIT "A"

Borrower/Grantor	Indebtedness	Noted Security
Robert M. Livesay and Julie A. Thompson	Line of Credit Agreement and Disclosure (Loan No. 15400948) dated July 22, 2008, in the original amount of \$75,000.00.	Deed of Trust dated July 22, 2008 and recorded on July 25, 2008 under Skagit County Recording No. 200807250057.

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