



201209250072

Skagit County Auditor

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**AFTER RECORDING MAIL TO:**

Ted Samuel  
137 Mestre Place  
N. Venice, FL 34275

**POOR ORIGINAL**

Document Title(s):

**ASSIGNMENT OF DEED OF TRUST AND  
OTHER COLLATERAL DOCUMENTS**

Reference Number(s) of Documents assigned or released

**200703050163**

Grantor(s):

**Fischer, Gerald D.**

**Fischer, Karane**

**Opus Bank**

Grantee(s):

Ted Samuel

Abbreviated Legal Description as follows:

LOT 14, "PLAT OF HARVEST EDGE"

Assessor's Property Tax Parcel/Account Number(s):

P124203, 4885-000-014-0000



GUARDIAN NORTHWEST TITLE CO.

104116

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Ted Samuel  
137 Mestre Place  
N. Venice, FL 34275

(Space Above For Recorder's Use)

**ASSIGNMENT OF DEED OF TRUST AND OTHER COLLATERAL DOCUMENTS**

THIS ASSIGNMENT OF DEED OF TRUST AND OTHER COLLATERAL DOCUMENTS (this "**Assignment**") is made as of this 18<sup>th</sup> day of September, 2012, by Opus Bank, a California commercial bank ("**Assignor**"), to and in favor of Niagara Holdings, LLC, a Texas limited liability company ("**Assignee**").

**RECITALS:**

A. Assignor is the legal and equitable owner and holder of that certain Fixed/Adjustable Rate Note in the original principal amount of \$169,875 dated February 28, 2007 (the "**Note**"), which Note is secured by, among other things, that certain Deed of Trust executed by Gerald D. Fischer and Karane Fischer, Husband and Wife (collectively, "**Borrower**"), as Borrower, to Cascade Bank, as Lender, for the benefit of Assignor, dated February 28, 2007, and recorded on March 5, 2007, as Instrument No. 200703050163 in the Office of the Skagit County Auditor, Washington (the "**Deed of Trust**") regarding the real property as more particularly described on Schedule 1 attached hereto and incorporated by this reference.

B. Assignor has simultaneously herewith executed an allonge to the Note, effectively endorsing the Note to Assignee, and the parties desire that the Deed of Trust and all other documents executed in connection with the loan be assigned to Assignee.

NOW, THEREFOR, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, transfers, sets over, conveys and endorses to Assignee, its successors and assigns, and Assignee hereby accepts and assumes, all of Assignor's obligations, right, title and interest in and to the following documents:



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(a) the Deed of Trust;  
(b) the Note; and  
(c) all of the Collateral Documents (as defined in the Loan Purchase Agreement referred to in Paragraph 3 below) including, without limitation, all lien rights or other rights or interests in and to the property encumbered by the Deed of Trust, all sums of money due and to become due thereunder and all accrued interest or other charges thereon.

2. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

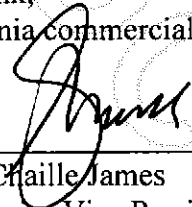
3. THIS ASSIGNMENT IS MADE WITHOUT RECOURSE OR WARRANTY OF ANY KIND, AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE NOTE, THE OBLIGATIONS EVIDENCED BY THE NOTE, THE RELATED DOCUMENTS OR THE COLLATERAL, IF ANY, EXCEPT AS EXPRESSLY PROVIDED UNDER THAT CERTAIN LOAN PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS DATED September 14, 2012 BETWEEN ASSIGNOR AND ASSIGNEE (THE "LOAN PURCHASE AGREEMENT").

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed in its name by duly authorized officers as of the date first above written.

**ASSIGNOR**

Opus Bank,  
a California commercial bank

By:   
Name: Chaille James  
Title: Senior Vice President

**[Signature Pages Continue on Following Page]**



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By executing this Assignment below, Assignee hereby acknowledges and agrees that as of the date of this Agreement, Assignee shall be the owner of all rights, title and interest of Assignor in, under and to the Collateral Documents.

**ASSIGNEE**

Niagara Holdings, LLC,  
a Texas limited liability company

By: Theodore Samuel  
Name: THEODORE SAMUEL  
Title: PRESIDENT



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ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF ORANGE ) §

On September 18, 2012, before me, Frank Gilliam a Notary Public, personally appeared Chaillé James who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Frank Gilliam  
Signature of Notary



(Affix seal here)



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ACKNOWLEDGEMENT

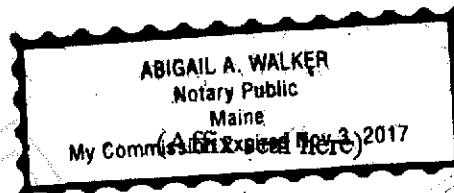
STATE OF ~~CALIFORNIA~~ <sup>Me</sup> Maine )  
COUNTY OF Cumberland ) §

On September 19, 2012, before me, Abigail Walker a Notary Public, personally appeared Theodore Samuel who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ <sup>Maine</sup> that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Abigail Walker  
Signature of Notary



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## SCHEDULE 1

### LEGAL DESCRIPTION

5007022158

#### **Legal Description**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lot 14, "PLAT OF HARVEST EDGE", as recorded March 17, 2006, under Auditor's File No. 200603170131, records of Skagit County, Washington.



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