

**AFTER RECORDING MAIL TO:**

Interim Capital LLC  
50 Portland Pier, Suite 400  
Portland, ME 04101  
Attn: Susan K. LaBrie



201210100055  
Skagit County Auditor

10/10/2012 Page 1 of 11 1:36PM

Document Title(s):

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

Reference Number(s) of Documents assigned or released  
**200811180051**

Grantor(s):

**Ronald A. Woolworth**

**Opus Bank**

Grantee(s):

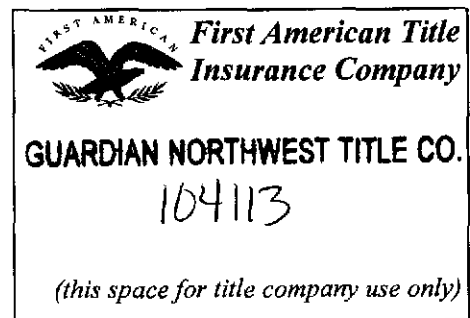
**Interim Capital LLC**

Abbreviated Legal Description as follows:

**Lots 11-18, Block 5, "Whitney's First Addition to the City of Anacortes**

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

**P60622, 3838-005-014-0005, P60623, 3838-005-017-0002, P60624, 3838-005-018-0001**



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Interim Capital LLC  
50 Portland Pier, Suite 400  
Portland, ME 04101  
Attn: Susan K. LaBrie

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(Space Above For Recorder's Use)

**ASSIGNMENT OF DEEDS OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND  
OTHER COLLATERAL DOCUMENTS**

THIS ASSIGNMENT OF DEEDS OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND OTHER COLLATERAL DOCUMENTS (this "**Assignment**") is made as of this 19<sup>th</sup> day of September, 2012, by Opus Bank, a California commercial bank ("**Assignor**"), to and in favor of Interim Capital LLC, a Florida limited liability company ("**Assignee**").

**RECITALS:**

A. Assignor, as successor in interest to Cascade Bank, is the legal and equitable owner and holder of (i) that certain Promissory Note in the original principal amount of \$1,100,000 dated September 23, 2010 ("**Note 1**"), and (ii) that certain Promissory Note in the original principal amount of \$300,000 dated September 23, 2008 ("**Note 2**" together with Note 1, collectively, the "**Notes**").

B. The Notes are secured by, among other things, (i) that certain Deed of Trust executed by Ronald A. Woolworth ("**Borrower**"), as Grantor, to Cascade Bank, as Grantee, for the benefit of Assignor, dated November 13, 2008, and recorded on November 18, 2008, as Instrument No. 200811180051 in the Official Records of Skagit County, Washington regarding the real property as more particularly described on Schedule 1 attached hereto and incorporated by this reference, (ii) that certain Deed of Trust executed by Borrower, as Grantor, to Cascade Bank, as Grantee, for the benefit of Assignor, dated September 23, 2010, and recorded on September 27, 2010, as Instrument No. 201009270039 in the Official Records of Kittitas County, Washington regarding the real property as more particularly described on Schedule 2 attached hereto and incorporated by this reference, (iii) that certain Deed of Trust executed by Vintage Investments, Inc., as Grantor, to Cascade Bank, as Grantee, for the benefit of Assignor, dated September 23, 2010, and recorded on September 27, 2010, as Instrument No. 4281567 in the Official Records of Island County, Washington regarding the real property as more



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particularly described on Schedule 3 attached hereto and incorporated by this reference, and (iv) that certain Deed of Trust executed by Vintage Investments, Inc., as Grantor, to Cascade Bank, as Grantee, for the benefit of Assignor, dated September 23, 2010, and recorded on September 27, 2010, as Instrument No. 4281568 in the Official Records of Island County, Washington regarding the real property as more particularly described on Schedule 4 attached hereto and incorporated by this reference. Each of the foregoing deeds of trust are referred to collectively herein as the "Deeds of Trust").

B. The Notes are also secured by, among other things, that certain Assignment of Leases and Rents executed by Borrower, as Assignor, to Cascade Bank, as Lender, dated November 13, 2008, and recorded on November 18, 2008, as Instrument No. 200811180052 in the Official Records of Skagit County, Washington regarding the real property as more particularly described on Schedule 1 attached hereto and incorporated by this reference ("ALR").

C. Assignor has simultaneously herewith executed allonges to each of the Notes, effectively endorsing each of the Notes to Assignee, and the parties desire that the Deeds of Trust, ALR 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:

- (a) the Deeds of Trust (to the extent they have not been previously reconveyed and/or released);
- (b) the ALR;
- (c) the Notes; and
- (d) 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 Deeds of Trust and the ALR, 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 NOTES, THE OBLIGATIONS EVIDENCED BY THE NOTES, THE RELATED DOCUMENTS OR THE COLLATERAL, IF ANY, EXCEPT AS EXPRESSLY PROVIDED UNDER THAT CERTAIN LOAN PURCHASE AGREEMENT AND JOINT ESCROW



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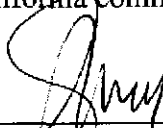
INSTRUCTIONS DATED SEPTEMBER 14, 2012 BETWEEN ASSIGNOR AND ASSIGNEE  
(THE "LOAN PURCHASE AGREEMENT").

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]**

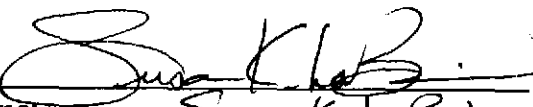


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By executing this Assignment below, Assignee hereby acknowledges and agrees that as of the date of this Agreement, Assignee shall be the owner of all rights, title and interest of Assignor in, under and to the Collateral Documents.

**ASSIGNEE**

Interim Capital LLC,  
a Florida limited liability company

By:   
Name: Susan K. LaBrie  
Title: Manager



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ACKNOWLEDGEMENT

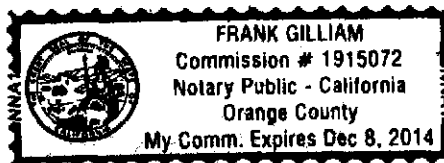
STATE OF CALIFORNIA )  
 ) §  
COUNTY OF Orange )

On September 19, 2012, before me, Frank Gilliam a Notary Public, personally appeared Chaille 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 MAINE )  
 ) §  
COUNTY OF Cumberland )

On September 19, 2012, before me, Nancy DesRoberts a Notary Public, personally appeared Susan K. LaBrie, 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 Maine that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Nancy DesRoberts  
Signature of Notary

(Affix seal here)



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SCHEDULE 1

LEGAL DESCRIPTION

5310084348/5310084349

Schedule 1

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:

PARCEL A:

Lots 11 through 14, Block 5, WHITNEY'S FIRST ADDITION TO THE CITY OF ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, page 32, records of Skagit County, Washington.  
Situated in Skagit County, Washington.

PARCEL B:

Lots 15, 16 and the West Half of Lot 17, Block 5, WHITNEY'S FIRST ADDITION TO THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 32, records of Skagit County, Washington.  
Situated in Skagit County, Washington.

PARCEL C:

Lot 18 and the East Half of Lot 17, Block 5, WHITNEY'S FIRST ADDITION TO THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 32, records of Skagit County, Washington;  
Situated in Skagit County, Washington.

The property is located in Skagit County at 2913 Commercial Ave., Anacortes, Washington 98221.

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SCHEDULE 2

LEGAL DESCRIPTION

Lot 229, of MOUNTAINSTAR PHASE 1, DIVISION 1, (An Alteration of Mountainstar Division 1A), in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 10 of Plats, pages 12 through 45, altering Plat originally recorded in Book 8 of Plats, Pages 241 through 274, records of said County.



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Skagit County Auditor

SCHEDULE 3

LEGAL DESCRIPTION

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

The South 660 feet of the West half of the West half of the Southeast Quarter of the Southwest Quarter in Section 4, Township 32 North, Range 1 East of the Willamette Meridian;

EXCEPT the South 40 feet thereof, for County Road known as Fort Nugent Road;

ALSO the West 66 feet of the East one-half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 4, Township 32 North, Range 1 East of the Willamette Meridian;

EXCEPT the South 40 feet thereof, for County Road known as Fort Nugent Road.

Situated in Island County, Washington.



SCHEDULE 4

LEGAL DESCRIPTION

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

The West half of the West half of the Southeast Quarter of the Southwest Quarter in Section 4, Township 32 North, Range 1 East of the Willamette Meridian;

EXCEPT the North 264 feet thereof;

ALSO EXCEPT the South 660 feet thereof.

(Also known as Parcel "P1" of Short Plat No. 79/219.4.4/32/.1E as approved September 24, 1979 and recorded October 9, 1979 under Auditor's File No. 360254, records of Island County, Washington.)

