

After recording return to:

R. Scott Hutchison  
Hutchison & Foster  
4300 198<sup>th</sup> St. SW  
P.O. Box 69  
Lynnwood, Wa. 98046



201302200048  
Skagit County Auditor

2/20/2013 Page 1 of 4 1:32PM

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

GUARDIAN NORTHWEST TITLE CO.

Document Title(s): Receiver's Assignment of Deed of Trust and Loan *WILD*  
Reference Number(s) of Document assigned: **ACCOMMODATION RECORDING ONLY**  
Deed of Trust Recording No. 200910220001

Grantor : Federal Deposit Insurance Corporation, as Receiver of City Bank

Grantee: Whidbey Island Bank

Legal Description:

Tracts 7 And 10, "CAP SANTE PARK ADDITION TO ANACORTES"

Assessor's Property Tax Parcel/Account No.: 3780-000-007-0003; 3780-000-010-0008

Original Grantor: Cap Sante McCallum Family Limited Partnership

The **FEDERAL DEPOSIT INSURANCE CORPORATION**, as Receiver of **CITY BANK**, Lynnwood, Washington, (herein referred to as "Assignor"), whose address is 40 Pacifica, Irvine, CA 92618, the said Depository Institution having been placed in receivership on April 16, 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 14807 Hwy 99, Lynnwood, WA 98087, 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 April 16, 2010.

**IN WITNESS WHEREOF**, this Receiver's Assignment of Deed(s) of Trust and Loan(s) is executed this 19 day of February, 2013, but to be effective for all purposes, however, as of end of business on April 16, 2010.

**ASSIGNOR:**

**Federal Deposit Insurance Corporation, as Receiver of  
City Bank, Lynnwood, Washington**

By: \_\_\_\_\_

Name (print): James P. Carroll

Title: Attorney in Fact, under Limited Power of Attorney

Recorded Under Skagit County Auditor's File No.

201302120049

**ASSIGNEE:**

**Whidbey Island Bank,**

By: \_\_\_\_\_

Name (print): James P. Carroll

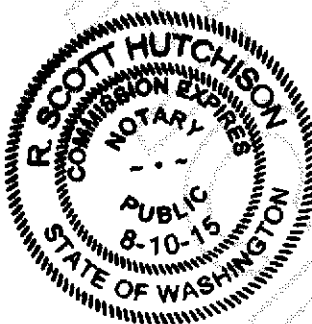
Title: Senior Vice President



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this day personally appeared before me James P. Carroll, to me known to be the Attorney-in-Fact, under Limited Power of Attorney recorded under Skagit County Auditor's File No. 201302120049, of 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 19<sup>th</sup> day of February, 2013.

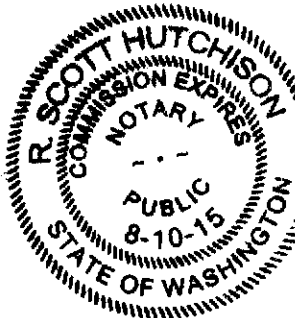


R. Scott Hutchison  
[Print Name] R. Scott Hutchison  
Notary Public in and for the State of  
Washington residing at Edmonds  
My commission expires: 8/10/15

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this day personally appeared before me James P. Carroll, 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 19<sup>th</sup> day of February, 2013.



R. Scott Hutchison  
[Print Name] R. Scott Hutchison  
Notary Public in and for the State of  
Washington residing at Edmonds  
My commission expires: 8/10/15



EXHIBIT "A"

All documents for City Bank loan number 113965701701 to Cap Sante McCallum Family Limited Partnership including but not limited to the following:

- 1) Promissory Note from Cap Sante McCallum Family Limited Partnership to City Bank in the original principal sum of \$202,670.64 dated October 21, 2009.
- 2) Deed of Trust from Cap Sante McCallum Family Limited Partnership, a Washington limited partnership, as Grantor, to Reconveyance Professionals Inc., as Trustee, for City Bank, as beneficiary, dated October 21, 2009 and recorded October 22, 2009 under Skagit County Auditor's recording No. 200910220001 for that certain real property located at 200 E. Park Dr., Anacortes, Washington 98221.
- 3) Hazardous Substances Agreement dated October 21, 2009.
- 4) Agreement to Provide Insurance dated October 21, 2009.
- 5) Commercial Guaranty from Jennifer L. Juckett dated October 21, 2009.
- 6) Commercial Guaranty from Russell B. Juckett dated October 21, 2009.
- 7) All Related Documents to the foregoing.

