

**RETURN ADDRESS:**

Skagit Bank  
Main Office  
301 E. Fairhaven Ave  
P O Box 285  
Burlington, WA 98233



201508200057

Skagit County Auditor

\$77.00

8/20/2015 Page

1 of

6 11:21AM

**ASSIGNMENT OF LAND SALE CONTRACT**

Reference # (if applicable) 2015 01300153

Additional on page \_\_\_\_

Grantor(s):

1. WILLIAMS, NANCY A

ACCOMMODATION RECORDING

Grantee(s)

1. Skagit Bank

**Land Title and Escrow**

Legal Description: Lots 3, 4 & Ptn. of Lot 2, Block 5, Edison Haller's Additions

Additional on page 2

Assessor's Tax Parcel ID#: 4099-005-004-0009 (P72968)

M#20682



\*MISCASSIGN#####%#####%08-14-2015\*

THIS ASSIGNMENT OF LAND SALE CONTRACT dated August 14, 2015, is made and executed between NANCY A WILLIAMS, as her separate estate, whose address is 14022 MCTAGGART AVE, BOW, WA 98232-9246 (referred to below as "Grantor") and Skagit Bank, whose mailing address is 301 E. Fairhaven Ave, P O Box 285, Burlington, WA 98233 (referred to below as "Lender").

ACCOMMODATION RECORDING

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20153295  
AUG 20 2015

Amount Paid \$  
By Ms Skagit Co. Treasurer Deputy

## ASSIGNMENT OF LAND SALE CONTRACT (Continued)

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**ASSIGNMENT AND GRANT OF SECURITY INTEREST.** For valuable consideration, Grantor grants to and assigns to Lender all of Grantor's right, title and interest in and to the Collateral described below to secure the Indebtedness and agrees that Lender shall have the rights stated in this Assignment with respect to the Collateral and the Property covered by the Assignment, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Assignment means all of Grantor's right, title and interest in and to the following described Contract and the Property covered by the Contract: that certain land sale contract held in escrow with Skagit Bank, dated January 30, 2015, in which NANCY A WILLIAMS is the seller and Kristopher M. Born and Bonnie M Philbrick Born are the buyer. The Contract was recorded as follows: January 30, 2015, Skagit County, Washington, auditor file number 201501300153 and covers the following Real Property located in SKAGIT County, State of Washington:

2, 3 and 4, Block 5, "Edison Haller's Additions", as per plat recorded in Volume 2 of Plats, Page 87, records of Skagit County Washington, Except that portion of said Lot 2 described as follows;

Beginning at the Northwest corner of said Lot 2, thence East along the North line thereof a distance of 9 feet; thence South parallel with the West line of said Lot 2, a distance of 55 feet; thence in a Southwesterly direction to a point on the West Line of said Lot 2, which is 35 feet North of the Southwest corner of said Lot 2; thence North to the point of beginning.

14022 McTaggart, Bow WA 98232.

The Real Property or its address is commonly known as 14037 MACCORMY CT / BOW, WA / 98232-9250. The Real Property tax identification number is 4099-005-004-0009 (P72968).

In addition, the word "Collateral" includes all of the following:

All proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in this Collateral Description section.

All existing or subsequently erected or affixed improvements or fixtures, all rents, revenues, income, issues, and profits from the Property, all equipment, furnishings, and other articles of personal property now or subsequently located on or used in connection with the Property, and all additions, substitutions, and replacements of any of the foregoing.

All records relating to any of the property described in this Collateral section, whether in the form of a writing, microfilm, microfiche or electronic media.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLECTIONS OF REVENUE; ACTIONS BY GRANTOR AND LENDER.** This Assignment is given and accepted upon the following terms and conditions:

**Contract Balance.** Grantor represents to Lender that there is no default existing under the Contract, there are no offsets or counterclaims to the same, and that the Contract has an unpaid principal balance of not less than \$109,037.02.

**Original Contract.** Grantor agrees to deliver to Lender the original of the Contract, which Lender may retain in Lender's possession.

**Enforcement of Contract Against Buyer.** In some instances below, Grantor agrees to impose certain requirements upon Buyer pursuant to Grantor's capacity as seller under the Contract. If Buyer does not meet these requirements, Grantor agrees to do so; however, nothing in this Assignment shall require Grantor to take any action beyond the rights granted Grantor under the Contract or under applicable law.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign the Collateral to Lender.

**Perfection of Security Interest.** Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Assignment or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a copy of this Assignment as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Transactions Involving Collateral.** Grantor will not sell, convey, transfer, assign, or otherwise dispose of the Collateral. Grantor also will not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, claim, or charge, other than the security interest provided for in this Assignment, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Assignment.

**TITLE.** Grantor warrants and covenants that Grantor is the sole owner of the Collateral free and clear of all loans, liens, security interest, encumbrances and claims except for those disclosed to and accepted by Lender in writing prior to the execution of this Assignment. Except as so disclosed to and accepted by Lender in writing, Grantor will defend and hold Lender harmless against any and all claims and demands of any person to the Collateral.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Collateral shall be governed by the following provisions:

**Duty to Maintain.** Grantor shall maintain the Collateral in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Removal of Improvements.** Neither Grantor nor Buyer shall demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

## ASSIGNMENT OF LAND SALE CONTRACT (Continued)

Page 3

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Collateral at all reasonable times to attend to Lender's interests and to inspect the Collateral for purposes of Grantor's compliance with the terms and conditions of this Assignment.

**Compliance with Governmental Requirements.** Grantor shall require Buyer promptly to comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Collateral. Grantor or Buyer may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Collateral are not jeopardized. Lender may require Grantor to post adequate security or surety bond (reasonably satisfactory to Lender) to protect Lender's interests.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Collateral or any portion of the Collateral. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Collateral are part of this Assignment:

**Payment.** Grantor shall pay, or require Buyer to pay, when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Collateral, and shall pay when due all claims for work done on or for services rendered or material furnished to the Collateral. Grantor shall maintain, or require Buyer to maintain, the Collateral free of any liens having priority over or equal to the interest of Lender under this Assignment, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Collateral, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insurance are made a part of this Assignment:

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Buyer or Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Collateral, or the restoration and repair of the Collateral. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Assignment. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Collateral shall be used first to pay any amount owing to Lender under this Assignment, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Assignment:

**Application of Net Proceeds.** If all or any part of the Collateral is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Collateral. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Buyer or Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Collateral free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Collateral, or (C) to make repairs to the Collateral then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Collateral, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender

## ASSIGNMENT OF LAND SALE CONTRACT (Continued)

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shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**DEFAULT.** At Lender's option, Grantor will be in default under this Assignment if any of the following happen:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**False Statements.** Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of any Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Taking of the Collateral.** Any creditor or governmental agency tries to take any of the Collateral or any other of Grantor's collateral in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Collateral is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Property Damage.** Any loss, theft, damage or destruction of the Collateral not adequately insured as required above.

**Default Under the Contract.** Default by Buyer under the Contract not cured within fifteen (15) days.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Assignment, at any time thereafter, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**Foreclose the Contract.** If the Buyer is in default under the Contract, Lender may foreclose the Contract as provided therein, either in Lender's own name or in the name of Grantor.

**Forfeited Contract Payments.** Payments made by Grantor or Buyer and forfeited because of Buyer's default and failure to cure under the Contract may be retained by Lender as full satisfaction and as a reasonable rental for the Collateral.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Assignment, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** What is written in this Assignment and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Assignment. To be effective, any change or amendment to this Assignment must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all Indebtedness secured by this Assignment.

**Merger.** There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Collateral at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Washington.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Assignment unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not

## ASSIGNMENT OF LAND SALE CONTRACT (Continued)

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mean Grantor will not have to comply with the other provisions of this Assignment. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Notices.** Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Assignment, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid directed to the addresses shown near the beginning of this Assignment. All copies of notices of foreclosure from the holder of any lien which has priority over this Assignment shall be sent to Lender's address, as shown near the beginning of this Assignment. Any person may change his or her address for notices under this Assignment by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**Severability.** If a court finds that any provision of this Assignment is not valid or should not be enforced, that fact by itself will not mean that the rest of this Assignment will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Assignment even if a provision of this Assignment may be found to be invalid or unenforceable.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Assignment shall survive the execution and delivery of this Assignment, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**DEFINITIONS.** The following words shall have the following meanings when used in this Assignment:

**Assignment.** The word "Assignment" means this Assignment of Land Sale Contract, as this Assignment of Land Sale Contract may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Land Sale Contract from time to time.

**Borrower.** The word "Borrower" means NANCY A WILLIAMS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Buyer.** The word "Buyer" means Kristopher M. Born and Bonnie M Philbrick Born, whose address is 14037 Maccos Ct, Bow, WA 98232.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Assignment.

**Contract.** The word "Contract" means the land sale contract described in the "Collateral Description" section of this Assignment.

**Escrow Agent.** The words "Escrow Agent" mean Skagit Bank, whose address is PO Box 285, Burlington, WA 98233-0285.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means NANCY A WILLIAMS.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Improvements.** The word "Improvements" means all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

**Lender.** The word "Lender" means Skagit Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**Note.** The word "Note" means the promissory note dated August 14, 2015, in the original principal amount of \$15,245.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Assignment is February 10, 2020.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Assignment.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Seller.** The word "Seller" means NANCY A WILLIAMS, whose address is 14022 MCTAGGART AVE, BOW, WA 98232-9246.

ASSIGNMENT OF LAND SALE CONTRACT  
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF LAND SALE CONTRACT AND GRANTOR AGREES TO ITS TERMS.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

x Nancy A Williams  
NANCY A WILLIAMS

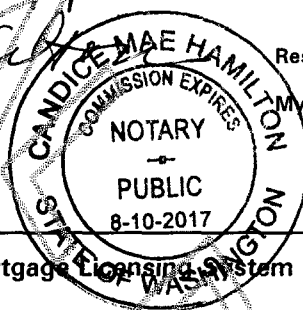
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this day before me, the undersigned Notary Public, personally appeared NANCY A WILLIAMS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Assignment of Land Sale Contract, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of August, 20 15

By Candice Mae Hamilton Residing at Seabrook  
Notary Public in and for the State of WA My commission expires 08/10/2017



Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: Skagit Bank NMLSR ID: 227179

Individual: Candice Hamilton NMLSR ID: 713584

CONSENT TO ASSIGNMENT OF LAND SALE CONTRACT

Kristopher M. Born and Bonnie M Philbrick Born ("Buyer") hereby consents to the foregoing Assignment of Land Sale Contract from NANCY A WILLIAMS ("Grantor") to Skagit Bank and also acknowledges receipt of a copy of the Assignment. Buyer agrees that copies of all future notices sent by Buyer pursuant to the Land Sale Contract will also be sent to Skagit Bank at the following address: Main Office, 301 E. Fairhaven Ave, P O Box 285, Burlington, WA 98233. Buyer further agrees that upon written notice from Skagit Bank to do so, Buyer will make all payments due thereafter under the Land Sale Contract directly to Skagit Bank as provided in the Assignment of Land Sale Contract.

This Consent to Assignment of Land Sale Contract is dated \_\_\_\_\_, 20 \_\_\_\_\_.

BUYER: