



201510020106

After Recording Return To:

Columbia State Bank  
Attn: Jan Furey  
1301 South A Street, Suite 700  
Tacoma, WA 98401

Skagit County Auditor

\$162.00

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5 12:03PM

Document Title: RECEIVER'S ASSIGNMENT OF NOTE, DEED OF TRUST AND RELATED SECURITY INSTRUMENTS WITHOUT RECOURSE

Reference Number(s) of Related Documents: 201101260033

Grantor(s): Federal Deposit Insurance Corporation, as Receiver for Summit Bank

Grantee(s): Columbia State Bank

Abbreviated Legal Description: PTN NE NW, 23-35-10

Assessor's Property Tax Parcel/Account Number(s): 351023-0-021-0013 (P45500), 351023-0-021-0104 (P45501), and 351023-0-021-0400 (P113417)

After Recording Return To:

Columbia State Bank  
Attn: Jan Furey  
1301 South A Street, Suite 700  
Tacoma, WA 98401

Grantor: Federal Deposit Insurance Corporation, as Receiver for Summit Bank  
Grantee: Columbia State Bank, a Washington banking corporation  
Legal Descr.:

That portion of the Northeast Quarter of the Northwest Quarter of Section 23, Township 35 North, Range 10 East, W.M., described as follows:

Beginning at a point on the East line of said subdivision 30 feet South of the North Quarter corner of said Section; Thence South 300 feet described as follows: Thence West 300 feet; Thence North 300 feet; Thence East 300 feet to the point of beginning. EXCEPT the Southerly 30 feet of such described property shall be a non-exclusive right-of-way for road and utility purposes; AND EXCEPT within the boundaries of the Clark Cabin Road No. 9769 as established by order recorded under Auditor's File No. 8405070009, records of Skagit County, Washington. AND ALSO EXCEPT the as-built and existing roads as occupied and used that provide for utilities and access to structures on said property. including said roadway as occupied and used that provide for the future extension of Clark Cabin Road to its logical intersection with the Southern section line of Section 14.

Situated in Skagit County, Washington.

Tax Parcel No.: 351023-0-021-0013 (P45500), 351023-0-021-0104 (P45501), and 351023-0-021-0400 (P113417)

**ASSIGNMENT OF NOTE, DEED OF TRUST  
AND RELATED SECURITY INSTRUMENTS WITHOUT RECOURSE**

**Date: August 21, 2015.**

**Loan No.: 1092000684**

For the purposes of this Assignment:

1. The "Assignor" is the **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR SUMMIT BANK**. As of the date of this Agreement, the Assignor is the beneficiary and secured creditor under the Deed of Trust and the Related Security

Instruments identified below and the owner and holder of the promissory note(s) and/or other obligations secured thereby. The mailing address of the Assignor is 1601 Bryan Street, Dallas, TX 75201.

2. The "Assignee" is **COLUMBIA STATE BANK**. The mailing address of the Assignee is 1301 South A Street, Suite 700, Tacoma, WA 98401.

3. The "Deed of Trust" refers to the following Deed of Trust:

Date of Deed of Trust: January 21, 2011

Grantor(s)/Trustor(s): Glacier View Haven, L.L.C., Donald Clark, Madrene Clark, Judith Brooks

Original Trustee: Chicago Title and Escrow

Original Lender/Beneficiary: Summit Bank

Recording Information: Recorded on January 26, 2011 as Recorder's Instrument No. 201101260033 in the Office of the County Auditor for Skagit County, Washington.

4. The "Related Security Instruments" are all of those other instruments (if any) given to secure or guarantee repayment of the promissory note(s) and/or other obligations secured by the Deed of Trust, including, but not limited to, security agreements, agreements, pledges, assignments, guaranty agreements, negative pledge agreements, financing statements, control agreements, resolutions, agreements relating to hazardous substances, and indemnity agreements.

As used herein, the terms "Deed of Trust" and "Related Security Instruments" include (i) all extensions, renewals, modifications, amendments, restatements, consolidations, and/or increases thereof, (ii) all changes in terms relating thereto, and (iii) all instruments and other documents given in replacement of, in substitutes for, or to correct the Deed of Trust or any of the Related Security Instruments.

**Background and Explanatory Note:**

On or about May 20, 2011, the Washington State Department of Financial Institutions, Banking Division, closed Summit Bank and appointed the Federal Deposit Insurance Corporation as receiver. Immediately thereafter, Columbia State Bank, a Washington banking corporation, acquired most of the assets and assumed most of the liabilities of Summit Bank, pursuant to a "Purchase and Assumption Agreement" between Columbia State Bank, the Federal Deposit Insurance Corporation in its corporate capacity, and the Federal Deposit Insurance Corporation in its capacity as Receiver for Summit Bank. The assets purchased by Columbia State Bank include the Deed of Trust and the Related Security

Instruments identified in this Assignment, together with the promissory note(s) and/or other obligations secured thereby.

**For value received**, Assignor hereby grants, sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, all of Assignor's right, title and interest, both legal and equitable, in, to, and under (i) the Deed of Trust, together with real property described therein and all rights accrued or to accrue thereunder, (ii) the Related Security Instruments; and (iii) all promissory notes and/or other obligations secured thereby, together with all amounts due and to become due thereon, including interest.

**This Assignment is made without recourse, representation or warranty, express or implied, by the Federal Deposit Insurance Corporation in its corporate capacity or as Receiver.**

Assignor further authorizes and empowers Assignee, its successors and assigns, to exercise all rights, powers and privileges conferred upon Assignor by the Deed of Trust and the Related Security Instruments, including, but not limited to, the rights and privileges of a secured party and the right of foreclosure and sale, in as full and ample a manner as Assignor is authorized and empowered to exercise the same.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the Deed of Trust and the Related Security Instruments.

IN WITNESS WHEREOF, the Federal Deposit Insurance Corporation as Receiver for Summit Bank has caused this Assignment to be signed in its name by its duly authorized attorney-in-fact, all as of the date of this Assignment.

FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR  
SUMMIT BANK

By \_\_\_\_\_  
Robert Draper, as duly appointed  
Attorney-In-Fact for the Federal Deposit  
Insurance Corporation as Receiver for  
Summit Bank

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Robert Draper is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Attorney-in-Fact for the Federal Deposit Insurance Corporation, as Receiver for Summit Bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9.4.15

Sarah Failey  
Name: Sarah Failey  
Notary Public in and for the State of  
Washington, residing at: Pierce county  
My Appointment Expires: Nov 15, 2016

