



201704180035

Skagit County Auditor

\$88.00

4/18/2017 Page

1 of

16 11:47AM

When recorded return to:

OPUS BANK
131 W. Commonwealth Avenue
Fullerton, CA 92832
Attn: Loan Servicing

ASSUMPTION AGREEMENT

CHICAGO TITLE

620026147

(WASHINGTON)

Grantor(s)/Borrower(s): 1107 on 3rd LLC, a Washington limited liability company

Grantee/Beneficiary: OPUS BANK, a California commercial bank, Beneficiary
T.D. SERVICE COMPANY OF WASHINGTON, a Washington corporation, Trustee

Legal Description

Abbreviated:

Lot(s): 3 & 4 Block: 10 RIVERSIDE ADD TO THE TOWN OF MOUNT VERNON

Tax Account No.: P54195 / 3755-010-004-0006

Additional legal description is on Exhibit "A", page A-1 of this document.

Assessor's Tax Parcel ID #: P54195 / 3755-010-004-0006

Reference No.: 201603100037

RECORDING REQUESTED BY;
WHEN RECORDED, MAIL TO:

OPUS BANK
Attn: Loan Service Department
131 W. Commonwealth Avenue
Fullerton, CA 92832

Loan No.: 10001979
Title Order No.: 620026167
Tax Parcel Number(s): P54195 / 3755-010-004-0006

SPACE ABOVE FOR RECORDER'S USE ONLY

**ASSUMPTION AGREEMENT
(Washington)**

THIS ASSUMPTION AGREEMENT ("Agreement") dated as of **February 3, 2017**, is entered into among **Opus Bank, a California commercial bank**, having an address at 131 W. Commonwealth Avenue, Fullerton, CA 92832 ("Lender"); **Loren P. Ness and Jennifer C. Ness, husband and wife**, whose address is 27821 36th Ave. NW, Stanwood, WA 98292 ("Original Borrower"); and **1107 on 3rd LLC, a Washington limited liability company**, having an address at 27821 36th Ave. NW, Stanwood, WA 98292 ("New Borrower"). Original Borrower and New Borrower are hereinafter sometimes collectively referred to as "Borrower Parties."

RECITALS

A. Original Borrower is the current owner of fee title to that certain real property (the "Land") and the buildings and improvements thereon (the "Improvements"), commonly known as Washington Manor, located in the County of Skagit, State of Washington, more particularly described in Exhibit A attached hereto and made a part hereof (the Land and the Improvements are hereinafter sometimes collectively referred to as the "Project").

B. Lender is the current owner and holder of a loan ("Loan") in the original principal amount of One Million Two Hundred and Fifteen Thousand 00/100 Dollars (\$1,215,000.00) evidenced by that certain Promissory Note Secured by Deed of Trust dated as of February 12, 2016 (said Promissory Note, as same may be renewed, consolidated, replaced, extended, substituted, amended or otherwise modified, shall hereinafter be referred to as the "Note") made by Original Borrower in favor of Lender secured by, among other things:

- (i) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of February 12, 2016 ("Deed of Trust") made by Original Borrower in favor of Lender and encumbering the Project, recorded March 10, 2016 as Instrument No. 201603100037 in the Official Records for Skagit County, Washington (the "Records")
- (ii) Intentionally omitted.

C. The Note, the Deed of Trust, the Environmental Indemnity Agreement "Indemnity Agreement", and any and all other agreements, documents and instruments evidencing, securing or in any manner relating to the Loan shall

hereinafter be collectively referred to as the "Loan Documents."

D. New Borrower desires to purchase the Project from Original Borrower and to assume the obligations of Original Borrower under the Loan Documents.

E. A sale of the Project to and the assumption of the Loan by a third party without the consent of the holder of the Deed of Trust is prohibited by the terms thereof.

F. Lender has agreed to permit Original Borrower to sell the Project to the New Borrower and New Borrower to assume all of Original Borrower's obligations under the Loan Documents.

NOW THEREFORE, in consideration of the assumption fee paid by Borrower Parties to Lender, the mutual covenants set forth below, and other good and valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1 ACKNOWLEDGMENTS, WARRANTIES AND REPRESENTATIONS

Acknowledgments, Warranties and Representations of Original Borrower.

1.1 As a material inducement to Lender to enter into this Agreement, to consent to the sale of the Project to New Borrower and to permit New Borrower to assume all of Original Borrower's obligations under the Loan Documents, Original Borrower acknowledges, warrants, represents and agrees to and with Lender as follows:

a) **Original Borrower.** The execution, delivery and performance of this Agreement by Original Borrower does not and will not (i) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Original Borrower or (ii) result in a breach or constitute or cause a default under any indenture, agreement, lease or instrument to which Original Borrower is a party or by which the Project may be bound or affected.

b) **Compliance with Laws.** Original Borrower has not received any written notice from any governmental entity claiming that Original Borrower or the Project is not presently in compliance with any laws, ordinances, rules and regulations bearing upon the use and operation of the Project, including, without limitation, any notice relating to zoning laws or building codes or regulations.

c) **Rent Roll.** The Rent Roll ("Rent Roll") dated January 4, 2017 is a true, complete and accurate summary of all tenant leases ("Leases") affecting the Project as of the date of this Agreement.

d) **Leases.** The Leases are the only leases affecting the Project and all Leases are currently in full force and effect and, unless otherwise indicated in the Rent Roll, are unmodified. Original Borrower has not been notified of any landlord default under any of the Leases; there are no leasing broker's or finder's commissions of any kind due or to become due with respect to the Leases or the Project; the rents and security deposits under the Leases shown on the Rent Roll are true and correct; Original Borrower has not received any prepaid rents or given any concessions for free or reduced rent under the Leases and will not accept any prepaid rents for more than one month in advance.

e) **Title to Project and Legal Proceedings.** Original Borrower is the current owner of fee title in the Project. There are no pending or, to the best of knowledge of Original Borrower, threatened suits, judgments, arbitration proceedings, administrative claims, executions or other legal or equitable actions or proceedings against Original Borrower or the Project, or any pending or threatened condemnation proceedings or annexation proceedings affecting the Project, or any agreements to convey any portion of the Project, or any rights thereto to any person or entity not disclosed in this Agreement, including, without limitation, any government or governmental agency.

f) **No Default.** To Original Borrower's knowledge, no event, fact or circumstance has occurred or failed to occur which constitutes, or with the lapse or passage of time, giving of notice or both, could constitute an Event of Default, as such term is defined in the Deed of Trust.

Acknowledgments, Warranties and Representations of New Borrower.

1.2 As a material inducement to Lender to enter into this Agreement, to consent to the sale of the Project to New Borrower and to permit New Borrower to assume all of Original Borrower's obligations under the Loan Documents, New Borrower acknowledges, warrants, represents and agrees to and with Lender as follows:

a) **Authority of New Borrower.** New Borrower is a duly organized, validly existing Washington limited liability company in good standing under the laws of the State of Washington. The execution, delivery, and performance of this Agreement by New Borrower has been duly and properly authorized pursuant to all requisite company action and the party(ies) executing this Agreement on behalf of New Borrower have the authority to do so and to duly bind New Borrower under this Agreement. The execution, delivery and performance of this Agreement by New Borrower does not and will not (i) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to New Borrower or (ii) result in a breach or constitute or cause a default under any indenture, agreement, lease or instrument to which New Borrower is a party or by which the Project may be bound or affected.

b) **Rent Roll.** To the best of knowledge of New Borrower, the Rent Roll dated January 4, 2017 is a true, complete and accurate summary of all tenant leases affecting the Project as of the date of this Agreement.

c) **Financial Statements.** The financial statements and other information regarding New Borrower (collectively, the "Financial Statements") which have been previously delivered to Lender are true, complete and accurate in every material respect and accurately represent the financial condition of the respective parties as of the dates set forth above. There have been no material adverse changes to the financial condition of the respective parties between the dates of their respective Financial Statements and the date of this Agreement. New Borrower acknowledges that the Financial Statements have been provided to Lender to induce Lender to enter into this Agreement and are being relied upon by Lender for such purposes.

d) **Title to Project and Legal Proceedings.** There are no pending or, to the best of knowledge of New Borrower, threatened suits, judgments, arbitration proceedings, administrative claims, executions or other legal or equitable actions or proceedings against New Borrower or, to the best of knowledge of New Borrower, the Project, or to the best of knowledge of New Borrower, any pending or threatened condemnation proceedings or annexation proceedings affecting the Project, or any agreements to convey any portion of the Project, or any rights thereto to any person or entity not disclosed in this Agreement, including, without limitation, any government or governmental agency.

e) **Compliance with Organizational Documents.** New Borrower is in full compliance with, and its organizational documents do not conflict, with any of the requirements of the Deed of Trust. New Borrower is not in violation of, and will not in the future violate, any of the terms, covenants and provisions of its organizational documents.

Acknowledgments, Warranties and Representations of Borrower Parties.

1.3 Acknowledgments, Warranties and Representations of Borrower Parties. As a material inducement to Lender to enter into this Agreement, to consent to the sale of the Project to New Borrower and to permit New Borrower to assume all of Original Borrower's obligations under the Loan Documents, Borrower Parties acknowledge, warrant, represent and agree to and with Lender as follows:

a) **Indebtedness.** As of the date hereof, (i) the outstanding principal balance of the Loan which is being assumed by New Borrower is ONE MILLION ONE HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED AND FIFTY EIGHT and 81/100 Dollars (\$1,195,558.81).

b) **Loan Documents.** The Loan Documents constitute valid and legally binding obligations of Original Borrower and, from and after the date hereof are valid and legally binding obligations of New Borrower enforceable against New Borrower and the Project in accordance with their terms. Borrower Parties have no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever against Lender or any of Lender's officers, directors, servicers or predecessors in interest with respect to:

- i) the Loan;
- ii) the Loan Documents;
- iii) the Indebtedness and other Obligations (as such terms are defined in the Deed of Trust);
- iv) the administration or funding of the Loan; or
- v) the development, operation or financing of the Project.

To the extent any of Borrower Parties would be deemed to have any such defenses, setoffs, claims, counterclaims or causes of action, Borrower Parties waive and relinquish them. New Borrower acknowledges that it has received copies of the Loan Documents.

c) **Compliance with Laws.** To the best of Borrower Parties' knowledge, all permits, licenses or other evidences of authority to use and operate the Project as it is presently being operated and as contemplated by the Loan Documents are current, valid and in full force and effect.

d) **No Default.** To Borrower Parties' knowledge, no event, fact or circumstance has occurred or failed to occur which constitutes, or with the lapse or passage of time, giving of notice or both, could constitute an Event of Default as defined in the Deed of Trust.

e) **Further Assurances.** Borrower Parties shall execute and deliver to Lender such agreements, instruments, documents, financing statements and other writings as may be requested from time to time by Lender to perfect and to maintain the perfection of Lender's security interest in and to the Project, and to consummate the transactions contemplated by or in the Loan Documents and this Agreement.

Reaffirmations.

Original Borrower reaffirms and, to the best of New Borrower's knowledge, New Borrower affirms and confirms the truth and accuracy of all representations and warranties set forth in the Loan Documents as if made on the date hereof.

1.4 Original Borrower reaffirms and, to the best of New Borrower's knowledge, New Borrower affirms and confirms the truth and accuracy of all representations and warranties set forth in the Loan Documents as if made on the

date hereof.

ARTICLE 2 COVENANTS OF BORROWER PARTIES

Borrower Parties covenant and agree with Lender that:

2.1 Assumption of Loan. New Borrower hereby assumes the indebtedness due under the Loan and all of Original Borrower's other obligations, as mortgagor, trustor, grantor, borrower, indemnitor, guarantor, or maker, as the case may be, under the Loan Documents to the same extent as if New Borrower had signed such instruments, rather than Original Borrower. New Borrower agrees to comply with and be bound by all the terms, covenants and agreements, conditions and provisions set forth in the Loan Documents.

2.2 [Intentionally Omitted]

2.3 Additional Documents. Contemporaneously with the execution and delivery of this Agreement and as a material inducement to Lender to enter into this Agreement:

a) New Borrower shall have executed a new Environmental Indemnity and the principles of the New Borrower shall have executed and delivered to Lender a Commercial Guaranty guarantying the Loan.

2.4 Release and Covenant Not To Sue. Borrower Parties, jointly and severally, on behalf of themselves and all of their respective heirs, successors and assigns, remise, release, acquit, satisfy and forever discharge Lender or any of Lender's predecessors in interest and any subsidiary or affiliate of Lender or any of Lender's predecessors in interest, and all of the past, present and future officers, directors, contractors, employees, agents, servicers, attorneys, representatives, participants, successors and assigns of Lender and Lender's predecessors in interest (collectively, "Lender Parties") from any and all manner of claims, demands, causes of action, debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, liabilities, obligations, expenses, damages, judgments, executions, actions and inactions of any nature whatsoever, at law or in equity, known or unknown, either now accrued or subsequently maturing, which any of Borrower Parties now has or hereafter can, shall or may have up to and including the date of this Agreement (collectively the "Claims"), including, without limitation, matters arising out of or relating to:

- a) the Loan, including, but not limited to, its administration or funding;
- b) the Loan Documents;
- c) the secured indebtedness described in the Loan Documents;
- d) the Indebtedness described in Section 1.3 hereof;
- e) any other agreement or transaction between any of Borrower Parties and any of Lender Parties, and
- f) the Project or its development, financing and operation.

Borrower Parties, jointly and severally, for themselves and all of their respective heirs, successors and assigns, covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of Lender Parties by reason of or in connection with any of the Claims.

Borrower Parties hereby waive any and all rights and benefits they have by virtue of the provisions of Civ. Code § 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In this connection, Borrower Parties hereby agree, represent, and warrant that they realize and acknowledge that factual matters now unknown to one or more of the Borrower Parties may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Borrower Parties further agree, represent and warrant that the release herein contained has been negotiated and agreed upon in light of that realization and that Borrower Parties nevertheless hereby intend to release, discharge and acquit all parties so released from any such unknown claims.

2.5 Payment of Transaction Costs and Expenses. Either or both of Borrower Parties shall pay at the time of execution of this Agreement by Lender:

- a) all recording costs and documentary stamps, if any, due upon the recording of this Agreement; and
- b) the costs of updating Lender's policy of title insuring the Deed of Trust to a current date and endorsing such policy to include this Agreement in the description of the Deed of Trust, or the cost of obtaining a new Lender's policy of title acceptable to Lender insuring the Deed of Trust as affected by this Agreement.

ARTICLE 3 ADDITIONAL PROVISIONS

3.1 Consent of Lender. Subject to the terms of this Agreement, Lender hereby consents to the transfer of the Project to and the assumption of the Loan by New Borrower. Borrower Parties agree that this Agreement shall not be deemed an agreement by Lender to consent to any other transfer or conveyance of the Project or assumption of the Loan.

3.2 References to Loan Documents. All references to the terms "Loan Documents", "Note", or "Deed of Trust" in the Deed of Trust and in the other Loan Documents shall hereinafter mean and refer to:

- a) the Note and other Loan Documents described therein;
- b) this Agreement; and
- c) any and all other documents executed in connection with or otherwise pertaining to this Agreement.

3.3 No Limitation of Remedies. No right, power or remedy conferred upon or reserved to or by Lender in this Agreement is intended to be exclusive of any other right, power or remedy conferred upon or reserved to or by Lender under this Agreement, the Loan Documents or at law, but each and every remedy shall be cumulative and concurrent, and shall be in addition to each and every other right, power and remedy given under this Agreement, the Loan Documents or now or subsequently existing at law.

3.4 No Waivers. Except as otherwise expressly set forth in this Agreement, nothing contained in this Agreement shall constitute a waiver of any rights or remedies of Lender under the Loan Documents or at law. No delay or failure on the part of any party hereto in the exercise of any right or remedy under this Agreement shall operate as a waiver, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action or forbearance by any party hereto contrary to the provisions of this Agreement shall be construed to constitute a waiver of any of the express provisions. Any party hereto may in writing expressly waive any of such party's rights under this Agreement without invalidating this Agreement.

3.5 Successors or Assigns. Whenever any party is named or referred to in this Agreement, the heirs, executors, legal representatives, successors, successors-in-title and assigns of such party shall be included. All covenants and

agreements in this Agreement shall bind and inure to the benefit of the heirs, executors, legal representatives, successors, successors-in-title and assigns of the parties, whether so expressed or not.

3.6 Construction of Agreement. Each party hereto acknowledges that it has participated in the negotiation of this Agreement and no provision shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision. Borrower Parties at all times have had access to an attorney in the negotiation of the terms of and in the preparation and execution of this Agreement. Borrower Parties have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to execution and delivery. No representations or warranties have been made by or on behalf of Lender, or relied upon by Borrower Parties, pertaining to the subject matter of this Agreement, other than those set forth in this Agreement. All prior statements, representations and warranties, if any, are totally superseded and merged into this Agreement, which represent the final and sole agreement of the parties with respect to the subject matters. All of the terms of this Agreement were negotiated at arm's length, and this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any of the parties upon the others. The execution and delivery of this Agreement is the free and voluntary act of Borrower Parties.

3.7 Invalid Provision to Affect No Others. If, from any circumstances whatsoever, fulfillment of any provision of this Agreement or any related transaction at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity. If any clause or provision operates or would prospectively operate to invalidate this Agreement, in whole or in part, then such clause or provision only shall be deemed deleted, as though not contained, and the remainder of this Agreement shall remain operative and in full force and effect.

3.8 Notices. Except as otherwise specifically provided to the contrary, any and all notices, elections, approvals, consents, demands, requests and responses ("Communications") permitted or required to be given under this Agreement and the Loan Documents shall not be effective unless in writing, signed by or on behalf of the party giving the same, and sent by certified or registered mail, postage prepaid, return receipt requested, or by hand delivery or overnight courier service (such as Federal Express), to the party to be notified at the address of such party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance with this Section. Any Communications shall be effective upon the earlier of their receipt or three days after mailing in the manner indicated in this Section. Receipt of Communications shall occur upon actual delivery but if attempted delivery is refused or rejected, the date of refusal or rejection shall be deemed the date of receipt. Any Communication, if given to Lender, must be addressed as follows, subject to change as provided above:

Opus Bank
131 W. Commonwealth Avenue
Fullerton, CA 92832
Attn: Loan Servicing

and, if given to Original Borrower, must be addressed as follows, notwithstanding any other address set forth in the Loan Documents to the contrary, subject to change as provided above:

Loren P. Ness and Jennifer C. Ness
27821 36th Ave NW
Stanwood, WA 98292

and, if given to New Borrower, must be addressed as follows, subject to change as provided above:

1107 on 3rd LLC, a Washington limited liability company
27821 36th Ave NW
Stanwood, WA 98292

3.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

3.10 **Headings; Exhibits.** The headings of the articles, sections and subsections of this Agreement are for the convenience of reference only, are not to be considered a part of this Agreement and shall not be used to construe, limit or otherwise affect this Agreement.

3.11 **Modifications.** The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the Party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted.

3.12 **Time of Essence; Consents.** Time is of the essence of this Agreement and the Loan Documents. Any provisions for consents or approvals in this Agreement shall mean that such consents or approvals shall not be effective unless in writing and executed by Lender.

3.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

The parties have executed and delivered this Agreement, as of the day and year first above written.

LENDER:

Opus Bank, a California commercial bank

By: 

Name: **Kasana Hatmaker**
AVP, Loan Administration Supervisor

ORIGINAL BORROWER:

Loren P. Ness

Jennifer C. Ness

NEW BORROWER:

1107 on 3rd LLC, a Washington limited liability company

By: _____
Loren Ness, Manager

3.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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3.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

The parties have executed and delivered this Agreement, as of the day and year first above written.

LENDER:

Opus Bank, a California commercial bank

By: _____

Name: **Kasana Hatmaker**

AVP, Loan Administration Supervisor

ORIGINAL BORROWER:



Loren P. Ness



Jennifer C. Ness

NEW BORROWER:

1107 on 3rd LLC, a Washington limited liability company

By: _____


Loren Ness, Manager

GUARANTORS:


Loren P. Ness


Jennifer C. Ness

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

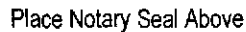
County of Orange

On 2/3, 2017, before me, Janice L Hawkins, Notary Public, personally
appeared Kazana Haimaker.

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

Signature _____

~~Signature of Notary Public~~

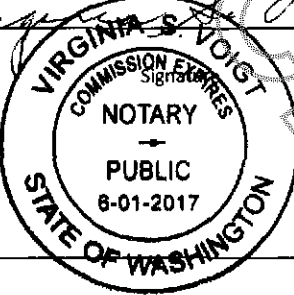


State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that **LOREN P. NESS** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/22, 2017

Virginia S. Voigt


Seal or Stamp

Notary Public
Title

My appointment expires 6/1/17

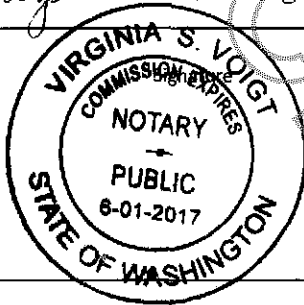
State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that **JENNIFER C. NESS** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/22, 2017

Virginia S. Voigt



Seal or Stamp

Notary Public

Title

My appointment expires 6/1/17

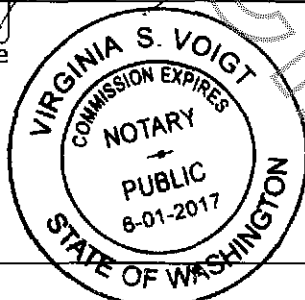
State of Washington

County of SKagit

I certify that I know or have satisfactory evidence that **LOREN NESS** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as **Manager of 1107 on 3rd LLC, a Washington limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/22, 2017

Virginia S. Voigt
Signature



Seal or Stamp

Notary Public

Title

My appointment expires 6/1/17

EXHIBIT "A"
DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

Lots 3 and 4, Block 10, RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON, according to the plat thereof, recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington;

TOGETHER WITH the North Half of the alley adjacent thereto that attaches to said property by operation of law as set forth in Vacation Ordinance No. 2176, recorded July 1, 1985, under Auditor's File No. 8507010033, records of Skagit County, Washington.

Situated in Skagit County, Washington

APN: P54195 / 3755-010-004-0006

PROPERTY ADDRESS: 1107 S. 3RD STREET, MOUNT VERNON, WASHINGTON 98273