

After recording return to:
Tryg Fortun
16019 Inglewood Dr. NE
Kenmore, WA 98028



201805010047

Skagit County Auditor

\$78.00

5/1/2018 Page

1 of

5 11:53AM

Reference: 20376665- -410- -MP2

CHICAGO TITLE

620034081

DOCUMENT TITLE(S): Collateral Assignment of Leases

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

201805010046

GRANTOR(S): Union St, LLC, a Washington limited liability company

GRANTEE(S): Tryg Fortun and Barbara Fortun
Trustee: Davidson Kilpatric & Krislock, PLLC

ABBREVIATED LEGAL DESCRIPTION: PTN SW SW, 20-34-04

TAX PARCEL NUMBER(S): P26812/ 34042001170002

WHEN RECORDED RETURN TO:

Tryg Fortun
Barbara Fortun
16019 Inglewood Rd. NE
Kenmore, WA 98028

COLLATERAL ASSIGNMENT OF LEASES

THIS COLLATERAL ASSIGNMENT OF LEASES is made this 30th day of April, 2018, from UNION ST., LLC, a Washington limited liability company, ("Assignor") to TRYG FORTUN and BARBARA FORTUN ("Lender").

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Lender all of the right, title and interest of Assignor in and to all leases of Assignor on the real property described at 309 Union Ct., Mount Vernon, Washington as described in Exhibit A hereto.

TOGETHER WITH any and all extensions and renewals thereof acceptable to the Lender and together with all rents, issues and profits accruing under the Leases,

FOR THE PURPOSE OF SECURING

(1) Payment of the indebtedness evidenced by that certain note of even date, including any extensions or renewals thereof, of even date, in the principal sum of \$760,000.00 made by UNION St., LLC, a Washington limited liability company ("Note") and secured by a deed of trust on the Property ("Deed of Trust").

(2) Payment of all other sums with interest thereon becoming due and payable to the Lender under the provisions hereof or under the provisions of the Note, Deed of Trust, the Loan Agreement between Assignor and Lender and any amendments or modifications thereof

(3) Performance and discharge of each and every obligation, covenant and agreement of the Assignor herein and in the Note, Deed of Trust and the Loan Agreement.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

1. To faithfully pay or perform, at the sole cost of Assignor, each and every obligation, covenant and agreement to be paid or performed by the Lessor under the Leases, to take steps reasonably necessary to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be paid or performed by the lessees under the Leases and *not to collect or accept any rents or profits payable under the Leases in excess of one month in advance without the written consent of the Lender.*

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Lessor and Lessees thereunder, and to pay all costs and expenses of the lender, including attorney's fees in any action or proceeding in which the Lender may appear

3. That should the Assignor fail to make any payment or to do any act as herein provided, then the Lender, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation thereof, may make or do the same in such manner and to such extent as the Lender may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor in the Leases contained, and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay attorney's fees

4. To pay immediately upon demand all sums expended by the Lender under the authority hereof, together with interest thereon at twelve percent (12%) per annum.

IT IS MUTUALLY AGREED THAT

So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Deed of Trust or Leases contained, Assignor shall have the right to the use and benefit of the Leases in the premises covered thereby. In the event of default, however, of any part of the indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the Deed of Trust (or any other instrument securing the Note), the Lender may, at its option, declare all sums secured hereby immediately due and payable and may also, at its option, without notice and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent, enter upon, take possession of, manage and operate the Property or any part thereof, and do any acts which the Lender deems proper to protect its security, including collecting all rents and enforcing any rights which the Assignor might have had under the Leases. The entering upon and taking possession of the Property and the exercise of rights under the Leases shall not cure any default or waive, modify or affect any notice of default under the Deed of Trust or invalidate any act done pursuant to said notice.

The Lender may apply rents it has received first to costs of operation of the Property, to its legal fees and expenses in enforcing its rights hereunder and under the Note, Loan Agreement and Deed of Trust and to obligations owed it under this Assignment and thereafter to late fees, interest and principal due under the Note.

UNION ST. LLC
This assignment shall be cumulative to the Deed of Trust and the enforcement of either of said securities shall be no bar to any enforcement of the other and that this assignment and the Deed of Trust may be enforced independently, concurrently or as the Holder of the Note sees fit and nothing contained herein shall affect the right of the Holder of the Note to foreclose the Deed of Trust in the event of a default thereunder.

The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify and to hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever that may be asserted against it by reason of any alleged obligations undertaken on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Lender incur any such liability, loss or damage under the Leases or under or by reason of this assignment, or in the defense of any such claims or demands, the amount hereof, including costs, expenses and attorney's fees, shall be secured hereby, and Assignor shall reimburse the Lender therefor immediately upon demand, and upon the failure of Assignor so to do, the Lender may declare all sums secured hereby immediately due and payable.

UNION St., LLC

By [Signature]

Loren Ness, Manager

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING }

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 is authorized to execute the instrument and acknowledge it as the Manager of UNION St., LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: April 26, 2018.



[Signature]
Notary name printed Jennie L. Andrews
Notary Public in and for the State of Washington
Residing at Island County
My appointment expires: 03/08/2020

Exhibit A

That portion of the following described tract lying Southerly and Westerly of Primary State Highway No. 1 as condemned under the decree entered June 22, 1954, in Skagit County Superior Court Cause No. 22445, records of Skagit County, Washington:

That portion of the Southwest Quarter of the Southwest Quarter of Section 20, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point 100 feet South of the Northeast corner of PICKENS ADDITION TO THE TOWN OF MOUNT VERNON, according to the plat thereof recorded in Volume 2 of Plats, page 105, records of Skagit County, Washington;

thence South along the East line of said addition and said line extended a distance of 329 feet;
thence East a distance of 393 feet, more or less, to the West line of Blodgett Road;
thence Northerly along the West line of the Blodgett Road to a point East of the point of beginning;
thence West a distance of 368 feet, more or less, to the point of the beginning;

EXCEPT that portion thereof, if any, lying within the boundaries of street right of ways;

AND EXCEPT that portion thereof conveyed to the State of Washington by deed dated February 8, 1973 and recorded on February 14, 1973, under Auditor's File No. 781926, records of Skagit County, Washington;

AND ALSO EXCEPT the following described tract:

Beginning at the Northeast corner of Lot 11, PICKEN'S ADDITION TO THE TOWN OF MOUNT VERNON, according to the plat thereof recorded in Volume 2 of Plats, page 105, records of Skagit County, Washington;

thence South along the East line of said Picken's Addition a distance of 150.00 feet to the Southeast corner of Lot 9;

thence East along the Easterly projection of the South line of said Lot 9 a distance of 6.00 feet;

thence West along the Easterly projection of the North line of Lot 11 of said Picken's Addition a distance of 6.00 feet to the point of beginning.

Situated in Skagit County, Washington.

APN/Parcel ID(s): P26812 / 340420-0-117-0002