



201812200059

12/20/2018 12:10 PM Pages: 1 of 2 Fees: \$17.00
Skagit County Auditor

AFTER RECORDING, RETURN TO:

Magnolia Capital Partners LLC
12131 113th Ave NE #201
Kirkland, WA 98034

**ASSIGNMENT OF DEED OF TRUST
AND LOAN DOCUMENTS**

Grantor: **Magnolia Capital Partners LLC**, a Washington limited liability company
Grantee: **Toorak Capital Partners, LLC**, a Delaware limited liability company

Abbreviated Legal Description: Lots 3 & 4, Blk 2, Child & Hagadorn's 1st Add. To Anacortes.
See Referenced Deed of Trust for Full Legal Description

Tax Parcel No: 3783-002-004-0009
Reference No: 40-605911

FOR VALUE RECEIVED, effective as of **12/14/2018**, pursuant to and in accordance with that certain Master Loan Purchase and Sale Agreement dated **5/4/2018**, between Assignor and Assignee (the "**Loan Purchase Agreement**"), **Magnolia Capital Partners LLC**, a Washington limited liability company ("**Assignor**") hereby grants, assigns and transfers to **Toorak Capital Partners, LLC**, a Delaware limited liability company, whose address is 15 Maple Street Second Floor West Summit, NJ 07901 ("**Assignee**"), all of Assignor's beneficial interest now owned or hereafter acquired in, to, and under that certain Deed of Trust, Security Agreement, Assignment of Rents, and Fixture Filing dated 12/5/2018 (the "**Deed of Trust**"), executed by Sukhmeet Birk, a married man as his separate estate, as "Grantor", to Reconveyance Professionals, Inc., as "Trustee", recorded in the Official Records in the County Recorder's Office in Skagit County, Washington, as Instrument No.201812060065, encumbering real property and improvements located at 1211 34th Street Anacortes, WA 98221 USA.

TOGETHER with all right, title and interest of Assignor now or hereafter owned or accrued in and to the Loan Documents (as that term is defined in the Loan Purchase Agreement), including the Note ("**Note**") described or referred to in the Deed of Trust, and all principal, interest and other indebtedness due or to come due under the Loan Documents.

Assignor and Assignee acknowledge and agree that this Assignment of Deed of Trust and Loan Documents (this "**Assignment**") is made subject to and in accordance with the terms and conditions of the Loan Purchase Agreement, including without limitation the representations, warranties and covenants of Assignor and Assignee set forth in Sections 7, 8, 9, and 10 of the Loan Purchase Agreement.

By submitting this Assignment for recordation in the jurisdiction in which the Mortgaged Property is located, Assignee accepts the foregoing grant, transfer, and assignment and assumes all duties and obligations of Assignor with respect to the Deed of Trust, the Note, the Loan Agreement, and the other Loan Documents for the period on and after the date of this Assignment.

If either party shall default in the performance of any of the terms and conditions of this Assignment, the non-defaulting party shall be entitled to recover all costs, charges, and expenses of enforcing this Assignment including reasonable attorneys' fees, paralegal fees, and costs, including, but not limited to, attorneys' and paralegal fees incurred in any trial or appellate proceedings.

The terms and provisions of this Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Washington, without regard to conflict of law principles.

To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures and acknowledgments of each of the parties hereto.

This assignment is absolute and is not being given for security purposes.

IN WITNESS WHEREOF, Assignor and Assignee have executed the foregoing Assignment as of the date set forth above.

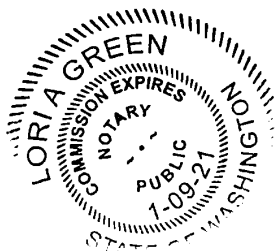
ASSIGNOR:


Magnolia Capital Partners LLC

By: 
Authorized Signer

STATE OF WASHINGTON)
) ss:
County of KING)

This instrument was acknowledged before me on the 14th day of December, 2018 by Pam Drexler, as Authorized Signer of Magnolia Capital Partners LLC, a Washington limited liability company, as his/her own act on behalf of such company.




Signature of notarial officer
Lori Green
Typed or printed name of notarial officer
My commission expires: 1/9/2021