08/28/2019 01:45 PM Pages: 1 of 4 Fees: \$331.50

Skagit County Auditor, WA

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Triumph Capital Partners, LLC 155 S Highway 101, Suite 7 Solana Beach, CA 92075

SPACE ABOVE LINE FOR RECORDER'S USE ONLY

ASSIGNMENT OF COMMERCIAL DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF COMMERCIAL DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS is dated as of 4/29/2019 (the "Effective Date"), and made by TRIUMPH CAPITAL PARTNERS, LLC, a Delaware limited liability company ("Assignor") in favor of TOORAK CAPITAL PARTNERS, LLC ("Assignee").

- 1. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest: (i) as "Lender" under that certain Commercial Deed of Trust, Security Agreement, and Fixture Filing dated 4/29/2019 executed by The Sharipoff Family Trust, dated March 30,2001 as "Borrower", and recorded in the Official Records of the County and State in which the Property (as defined in the Deed of Trust and on Exhibit A of this document) is located (the "Official Records") on 05/13/19 as Document No. 201905130108 (the "Deed of Trust"): and (ii) as "Assignee" under that certain Collateral Assignment of Leases and Rents dated 4/29/2019 executed by The Sharipoff Family Trust, dated March 30,2001, as Assignor, and recorded in the Official Records on ______ as Document No. _____ (the "Collateral Assignment of Leases and Rents"), together with the obligation therein described, all monies due and to become due thereunder, and all interest thereon, all rights arising therefrom, and all documents associated therewith (collectively, the "Assigned Loan Documents").
- 2. As a condition to this Assignment, Assignee has agreed to and accepted the assignment described in Section 1 above, and has assumed the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by Assignor under, and/or with respect to, the Assigned Loan Documents and the Loan from and after the Effective Date.

- 3. This Assignment shall be binding upon and inure to the benefit of Assignee, Assignor and their respective successors and assigns.
- 4. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Assignment is executed as of the date first set forth above.

ASSIGNOR:

Triumph Capital Partners, LLC

A Delaware limited liability company as Assignor

By: Triumph Capital Partners, Inc

Its: Managing Member

Name: Oliver Austria

Title: Chief Executive Officer

[NOTARY]

ACKNOWLEDGMENT

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.

State of California
County of San Diego

On <u>5/14/19</u> before me, <u>ALCY IS AUSTIA</u>, a Notary Public, personally appeared Oliver Austria, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

ALEXIS AUSTRIA
Notary Public - California
San Diego County
Commission # 2178302
My Comm. Expires Jan 2. 2021

Signature Alex Austre (Seal)

Exhibit A

[Property Description]

Lot 27, "SHANGRI-LA ON THE SKAGIT", as per plat recorded in Volume 9 of Plats, pages 52 and 53, records of Skagit County, Washington.