

PREPARED BY AND RETURN TO:
HARBIN & MILLER, LLC
5591 CHAMBLEE DUNWOODY RD.
BLDG. 1300, SUITE 300
DUNWOODY, GA 30338

Abbreviated Legal: Ptn. Lot 1, DEITER'S ACREAGE (aka Lot 2 SP PL01-0642)

Parcel No. P119630/3899-000-001-1000

GNW 20-7353

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, **Douglas E. Hutter and Eileen M. Hutter**, husband and wife, whose mailing address is 24526 Wicker Road, Sedro Woolley, WA 98284 (collectively hereinafter referred to as the "Grantor"), said Grantor being the fee owner of premises situated in the Skagit, State of Washington, and described as follows:

See **Exhibit "A"** (commonly known as 24526 Wicker Road, Sedro Woolley, WA 98284) attached hereto and made a part hereof (the "Premises").

AND, WHEREAS, **LIVE OAK BANKING COMPANY**, having its principal place of business at 1741 Tiburon Drive, Wilmington, NC 28403 (hereinafter referred to as the "Lender"), is the owner and holder of a variable rate promissory note of even date herewith in the principal sum of ONE MILLION THREE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,335,000.00) secured by a Note, Deed of Trust, Deeds of Trust as additional collateral, Security Agreement and UCC financing statements (the Note, Deed of Trust, Deeds of Trust as additional collateral, Security Agreement and UCC financing statements are hereinafter collectively referred to as the "Loan Documents") evidencing a loan to **HUTTER FUNERAL LLC, LEMLEY CHAPEL, INC., Douglas Edward Hutter and Eileen Marie Hutter** in the amount of ONE MILLION THREE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,335,000.00); and

WHEREAS, Lender, as a condition to making the loan, has required an assignment of the leases and rents affecting the Premises as additional security for said loan and for the performance by Grantor of each and all of Grantor's obligations, covenants, promises and agreements as set forth in the Loan Documents between the parties hereto bearing even date herewith, in this Agreement, and in any other instrument securing said loan, and any extensions, modifications and renewals thereof;

NOW THEREFORE, in consideration of Lender making said loan, Grantor hereby grants, assigns, transfers and sets over unto Lender all right, title and interest of Grantor in and to all rents, issues and profits from or affecting the Premises described herein, together with Grantor's right, title and interest in and to any and all leases for the use and occupation of the Premises described herein, which are now in existence or which may be executed in the future during the term of this Assignment.

Lender, by acceptance of this Assignment, covenants and agrees to and with Grantor, that, until a default shall occur in the performance of Grantor's covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due, Grantor may receive, collect and enjoy the rents, issues and profits accruing under said leases but it is covenanted and agreed by Grantor that, upon the happening of any default in the performance of the covenants or in the making of the payments provided for in the Loan Documents, or any other instrument securing the balance due, bearing even date herewith, Lender may, at its option, receive and collect all the said rents, issues and profits in the name of Grantor or in its own name as assignee.

Grantor, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due, hereby authorizes and empowers Lender, at its option, to enter upon the said Premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said Premises; Grantor hereby authorizes Lender in general to perform all acts necessary for the operation and maintenance of said Premises in the same manner and to the same extent that Grantor might reasonably so act. Lender shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the Premises, to any amounts due Lender from Grantor under the terms and provisions of the Loan Documents, and any other instrument securing the balance due. The manner of the application of such net income and the items which shall be credited shall be within the sole discretion of Lender. While acting pursuant to this Agreement, Lender shall not be liable for failure to collect rents, but may make reasonable efforts to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

Grantor hereby covenants and warrants to Lender that Grantor has not executed any prior assignment of said leases or rentals, nor has Grantor performed any acts or executed any other instrument which might prevent Lender from operating under any of the terms and conditions of this Assignment, or which would limit Lender in such operations. Grantor covenants not to collect the rents of said Premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to Lender of this Assignment.

Grantor hereby irrevocably authorizes and directs the tenants and any successor to their interests, upon receipt of any written request of Lender stating that a default exists in the payments due under or in the performance of any of the terms, covenants or conditions of the Loan Documents, or any other instrument securing the balance due, to pay to Lender the rents due and to become due under the leases. Grantor agrees that each tenant shall have the right to rely upon any such statement and request without any obligation or right to inquire as to whether such default actually exists, notwithstanding any notice from or claim of Grantor to the contrary. Grantor shall have no right to claim against the tenants for any such rents so paid by tenant to Lender. Upon the curing of all defaults, Lender shall give written notice thereof to each tenant; and

thereafter, until the possible receipt of any further similar written requests of Lender, tenants shall pay the rents to Grantor.

Nothing herein shall be construed so as to deprive Lender of any of its rights under the provisions of the Loan Documents, or any other instrument securing the balance due, whether or not it exercise its rights under this Agreement.

A release of said Deed of Trust securing a variable rate promissory note of this date made by HUTTER FUNERAL LLC, LEMLEY CHAPEL, INC., Douglas Edward Hutter and Eileen Marie Hutter in favor of Lender shall automatically constitute and be considered as an effective and complete release of this Agreement.


The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

Dated: Sept 17th, 2020.



Douglas E. Hutter (SEAL)




Eileen M. Hutter (SEAL)

STATE OF WASHINGTON

COUNTY OF Skaagit

On this 17th day of September in the year 2020, before me, Sherlynn Wiscombe Notary Public, in and for said state, personally appeared Douglas E. Hutter and Eileen M. Hutter, husband and wife, known to me to be the persons who executed the within Assignment of Leases and Rents and acknowledged to me that they executed the same for the purposes therein stated.


Notary Public
Print Name: Sherlynn Wiscombe
My commission expires: 05-02-2022

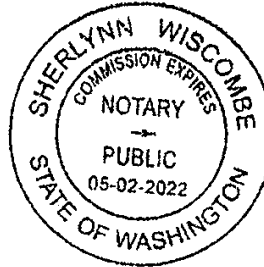


EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2, Short Plat No. PL01-0642, as approved on October 7, 2002, recorded October 16, 2002, under Auditor's File No. 200210160129, records of Skagit County, Washington, being a portion of Lot 1, "DEITER'S ACREAGE", as per plat recorded in Volume 3 of Plats, page 53, records of Skagit County, Washington.

Situated in Skagit County, Washington.
