

ASSIGNMENT

The parties hereto are ANDREW D. ORTON, an individual, hereinafter referred to as Assignor, and DUTCH BOYS LLC, a Washington Limited Liability Company, hereinafter referred to as Assignee.

WHEREAS, effective on February 17, 2021, Assignee entered into and/or executed a Contract for the purchase of real property commonly known as 14417 Bradshaw Road, Mount Vernon, Washington 98273, and legally described below, hereinafter referred to as the Subject Property, from Assignor who is identified as the Seller in the Contract:

The West 670.50 feet (as measured perpendicular to the West line) of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 34 North, Range 3 East, W.M., except for roads

Situate in the County of Skagit, State of Washington.

Tax Parcel Number(s): P101632

WHEREAS title to the Subject Property is at issue in a law suit now pending in Skagit County Superior Court under Cause Number 20-2-00410-29, hereinafter the Law Suit, which was filed on May 18, 2020, in which the Assignor is named as a Defendant and in which the Assignor has alleged counterclaims.

WHEREAS the Subject Property is also subject to liens filed by WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, a Washington government agency, and TREASA D. ONEILL, an individual, to secure debts of the Assignor, and real property taxes assessed against the Subject Property by the Skagit County Assessor were substantially in arrears.

WHEREAS Assignee has paid sums on behalf of the Assignor in the amount of \$44,000.00, to the Skagit County Treasurer for real property taxes and additional sums as and for the costs of defending the Assignor against the aforementioned Law Suit in part consideration for the purchase of the Subject Property pursuant to the Contract.

WHEREAS Assignee desires to assume all of Assignor's rights, responsibilities, and interests under the Law Suit in consideration for the Assignor's agreeing to close the sale of the Subject Property pursuant to the Contract prior to resolution of the Law Suit.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Assignment of Contract. For and in consideration of the Assignee's willingness to assume all of Assignor's responsibilities for the above-described debts and under the Law Suit and to hold the Assignor harmless from any and all legal fees, litigation costs and any necessary expenses of enforcement of said debts and Law Suit, which is hereby acknowledged by the

Assignor as valuable consideration, the Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee and to their heirs, executors and successors, all of Assignor's rights, responsibilities, and interests under both the above-described debts and under the Law Suit. Said assignment shall include all of Assignor's right, title and interest in the Subject Property and any and all improvements, fixtures and personal property upon the subject premises.

2. Hold Harmless. Assignee covenants and agrees to comply fully with the terms and conditions of the Contract and to hold Assignor harmless from any and all obligations that might arise out of said debts and Law Suit after the effective date of this Assignment.

3. Effective Date of Assignment. This agreement shall be effective upon closing of the sale of the Contract between the Assignor and the Assignee. Assignor and their successors, administrators and assigns do covenant and agree that the Assignor has good right and full authority to assign the same hereunder, and that the Assignor will warrant and defend the Assignment hereby made unto Assignee and its executors, administrators and assigns, against all and every person or persons claiming an adverse interest in the same.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

READ, UNDERSTOOD, AND AGREED TO this 23rd day of July, 2021.

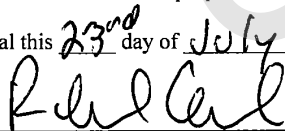
ASSIGNOR: x 
ANDREW D. ORTON

STATE OF WASHINGTON)
 :SS
COUNTY OF SKAGIT)

On this 23rd day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANDREW D. ORTON, who is known to me to be the Assignor identified herein, that executed the foregoing instrument and acknowledged that he executed the foregoing instrument as his free and voluntary act for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 23rd day of July, 2021.

RICHARD F. BANEL
NOTARY PUBLIC - WASHINGTON
COMMISSION # 107121
My Comm. Exp. February 9, 2025


NOTARY PUBLIC in and for the
State of Washington
Residing at:
My commission expires:

READ, UNDERSTOOD, AND AGREED TO this 23rd day of July, 2021 PB

ASSIGNEE Bph

Printed name: Barbara Lester Dutch boys LLC

STATE OF WASHINGTON)

:ss

COUNTY OF SKAGIT)

On this 23rd day of July 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Barbara Lester, Member/Manager of Dutch Boys LLC, a Washington Limited Liability Company, who is known to me to be the Assignee identified herein, that executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the free and voluntary act of such party(ies) for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 23rd day of July, 2021

RICHARD F. BANEL
NOTARY PUBLIC - WASHINGTON
COMMISSION # 107121
My Comm. Exp. February 9, 2025

Rand Banel
 NOTARY PUBLIC in and for the
 State of Washington
 Residing at:
 My commission expires: