Skagit County Auditor, WA

Private Lending Investments PO Box 891 Burlington, WA 98233

GNW 24-19889

ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

THIS AGREEMENT, made this 5th day of February, 2024 by and among R and J Dirtworks Inc. as ("Sellers") and Joshua and Rebecca Top, husband & wife as ("Purchasers")

WITNESSETH

WHEREAS, Purchaser(s) has purchased from the Seller(s) real property secured by a security instrument ("Security Instrument") dated April 8, 2022, which was recorded under auditor's file number 202204080058, records of Skagit County, WA wherein Michael and Tomomi Marquess are the lender ("Lenders"); and the current principal balance of the Promissory Note secured by said instrument is \$600,000,00

WHEREAS, Purchaser desires to assume and to agree to pay the indebtedness and to perform all of the terms and conditions of the said note and security instrument.

NOW, THEREFORE, the parties agree as follows:

- Purchaser assumes and agrees to pay the indebtedness evidenced by said Note according to the terms of the Note and agrees to keep and to perform all of the covenants and conditions of the security instrument according to the provisions thereof and agrees to be bound thereby with the same force effect as though the Purchaser had been the original maker of the Note and security instrument.
- Seller and Purchaser severally represents, warrant, and agree they have no
 offsets or defenses of any kind against enforcement of the said Note and
 security instrument which shall remain and continue in full force and
 effect hereby approved, ratified, and confirmed.
- 3. Lender understands and agrees that by the execution of the Agreement the Seller is no longer personally liable to pay the indebtedness evidenced by the said Note and is released from liability.
- 4. The liability of those signing this Agreement as Purchaser shall be joint and several.

- 5. The word "Note" as used in the Agreement shall be construed to mean the note, bond, or any other written instrument which evidences the indebtedness referred herein. The words "Security Instrument" as used in the Agreement shall be construed to mean the mortgage, deed of trust or other written instrument which secured the indebtedness referred herein.
- 6. Whenever appropriate, the singular number shall include the plural and the plural number the singular.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Assignment the day and year fist above written.

Jeremy Wayne Chastain	
R and J Dirtworks By Jeremy Chastain, President	R and J Dirtworks By Randall Hibma, Vice President
Joshua Top	Rebecca Top
STATE OF WASHINGTON)	
COUNTY OF Skagit) SS.	
I certify that I know or have satisfac is the person (s) who appeared has signed this instrument, on oath stated the and acknowledged it as President free and voluntary act for the uses and purp	net they is/are authorized to execute the instrument,
SUBSCRIBED AND SWORN TO M	E on this 14 day of February, 2024.
KYLE BEAM NOTARY PUBLIC STATE OF WASHINGTON COMMISSION # 210008 COMMISSION EXPIRES 09/11/2027	Kg 163
	NOTARY PUBLIC State of Washington My commission expires: 09/11/2027

Notarized remotely online using communication technology via Proof.

- 5. The word "Note" as used in the Agreement shall be construed to mean the note, bond, or any other written instrument which evidences the indebtedness referred herein. The words "Security Instrument" as used in the Agreement shall be construed to mean the mortgage, deed of trust or other written instrument which secured the indebtedness referred herein.
- 6. Whenever appropriate, the singular number shall include the plural and the plural number the singular.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Assignment the day and year fist above written.

R and J Dirtworks

Joshua To

By Jeremy Chastain, President

R and J Dirtworks

Rebecca Top

By Randall Hibma, Vice President

STATE OF WASHINGTON)

COUNTY OF Staget

) SS.

I certify that I know or have satisfactory evidence that Jeremy Chastain and Randall Hibma, is the person (s) who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they is/are authorized to execute the instrument, and acknowledged it as President and Vice President of R and J Dirtworks Inc. to be the free and voluntary act for the uses and purposes therein mentioned.

VD SW SUBSCRIBED AND SWORN TO ME on this | day of February, 2024.

NOTARY PUBLIC State of Washington

My commission expires:

STATE OF WASHINGTON)

COUNTY OF SKAGH) SS.

I certify that I know or have satisfactory evidence that Joshua and Rebecca Top to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO ME on this 13 day of February, 2024.

NOTARY PUBLIC State of Washington

My commission expires: June 16,7025

Michael Marquess

Tomomi Marquess

STATE OF WASHINGTON)

) SS.

COUNTY OF KM

I certify that I know or have satisfactory evidence that Michael and Tomomi Marquess to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO ME on this 6th day of February, 2024.

HUSSAIN HABIB Notary Public State of Washington Commission # 22038485 My Comm. Expires Jan 19, 2027 Hosen MARS

NOTARY PUBLIC
State of Washington
My commission expires: Jac (9, 2007)