

Recording Requested By:
FCI Lender Services Inc.

WHEN RECORDED, RETURN TO

Ki Cap Inc
2554 Lincoln Blvd #1015
Venice, CA 90291

Loan No. 5617/ 399424953
Property ID No.: 3730-033-013-0000/P53191

Assignment of Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement

*** Richardson

For value received, Derek Goldstein and Maryann Richard-Goldstein married with rights for survivorship, having an address of 421 Bethany St, Thousand Oaks, CA 91360 (“Assignor”), hereby grants, assigns and transfers to Ki Cap Inc., a California corporation, having an address at 2554 Lincoln Blvd #1015, Venice, CA 90291 (“Assignee”), all of the undersigned’s rights, title and interest in and to that certain Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement, together with that certain Secured Note in the amount of \$200,000.00, each dated August 30, 2022, executed Douglas Howard Moffett, as his separate property. (“Borrower”), as grantor, in favor of Ki Cap Inc., a California corporation, as beneficiary, which was recorded on September 7, 2022, as Instrument Number 202209070034 in the Recorder’s Office of the County of Skagit County, State of Washington (the “Deed of Trust”), against:

The real property located in the City of Area of Mount Vernon, County of Skagit, State of Washington, described as follows:

SEE EXHIBIT “A,” ATTACHED HERETO AND MADE A PART HEREOF,

commonly known as 1713 S 16th St, Mount Vernon, WA 98274 (the “Mortgaged Property”);

Together with all of Assignor’s rights, title and interest in and to the Secured Note therein described or referred to, the money due and to become due with interest, and all rights to accrue under said Deed of Trust, and all Loan Documents (as defined in the Loan Agreement) executed concurrently therewith.

The undersigned Assignor has independently and contemporaneously executed that certain Allonge to Secured Note assigning and transferring to Assignee, all of the Assignor’s right, title and interest in and to the Secured Note which is secured by the Deed of Trust.

[SIGNATURES FOLLOW]

Purchaser hereby assumes any and all of the Seller's obligations under the Mortgage Loan and the Loan Documents arising on or after the Closing Date and Purchaser hereby releases and discharges, indemnifies and holds harmless the Seller, its affiliates and its and their respective members, managers, employees, consultants and providers from any and all claims, counterclaims, demands, damages, debts, agreements, covenants, suits, contracts, obligations, liabilities, expenses, accounts, offsets, rights, actions and causes of actions of any nature whatsoever including reasonable attorneys' fees and expenses ("Claims"), including, without limitation, all Claims for contribution and indemnity whether arising at law or in equity or Claims for fraud, duress, mistake, tortious interference or usury whether presently possessed or possessed in the future, whether known or unknown, foreseen or unforeseen, whether liability be direct or indirect, whether liquidated or unliquidated, whether presently accrued or to accrue hereafter, whether or not heretofore asserted or not, for or because of or as a result of any fact, act, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law, commission of any tort, or any other matter whatsoever or thing done, omitted or suffered to be done by Seller arising out of or in connection with, or relating to, the Mortgage Loan or other Loan Documents, which have occurred in whole or in part, or were initiated at any time, up to and through the execution of this agreement and or the Closing Date.

The Purchaser (both entities) is duly organized, validly existing, and in good standing under the laws of the State of California and has all licenses necessary to carry on its business as now being conducted and is licensed, qualified and in good standing in the states where each Mortgaged Property is located if the laws of such state require licensing or qualification in order to conduct business of the type conducted by it. It has corporate power and authority to execute and deliver this Agreement and to perform in accordance herewith; the execution, delivery and performance of this Agreement by it and the consummation of the transactions contemplated hereby have been duly and validly authorized. All requisite corporate action has been taken by it to make this Agreement valid and binding upon it in accordance with the terms of this Agreement. No consent, approval, authorization or order is required for the transactions contemplated by this Agreement from any court, governmental agency or body, or federal or state regulatory authority having jurisdiction over it or, if required, such consent, approval, authorization or order has been or will, prior to the related Closing Date, be obtained. The consummation of the transactions contemplated by this Agreement are in its ordinary course of business and will not result in the breach of any term or provision of its charter or by-laws or result in the breach of any term or provision of, or conflict with or constitute a default under or result in the acceleration of any obligation under, any agreement, indenture or loan or credit agreement or other instrument to which it or its property is subject, or result in the violation of any law, rule, regulation, order, judgment or decree to which it or its property is subject.

Purchaser does not believe, nor does it have any reason or cause to believe, that it cannot perform each and every covenant contained in this Agreement.

Purchaser has not dealt with any broker, investment banker, agent or other person that may be entitled to any commission or compensation in connection with the sale of the Mortgage Loans, except to the extent disclosed to Purchaser and all such commissions and compensation have been paid prior to the Closing Date.

This agreement shall inure to the benefit of the successors and assigns of the parties.

For purposes of the Mortgage Loan sold, certain terms shall be as set forth below and on the attached EXHIBIT A Mortgage Loan Schedule:

<u>Unpaid Principal Balance:</u>	\$100,000.00
<u>Closing Date:</u>	1/25/2024
<u>Purchase Price Percentage:</u>	50%

The Total Funding Amount on EXHIBIT A of \$100,000.00 shall be wired to the Seller on the Closing date as per the attached EXHIBIT B Wire Instructions. The servicing company's reset fee of \$65.00 will be deducted from the first payment to the lender. The Purchaser shall take possession of the Loan Documents only upon confirmed receipt by Purchaser of the Total Funding Amount.

In WITNESS WHEREOF, the parties hereto, by the hands of their duly authorized officers, execute this Agreement as of the Closing Date referred to above.

SELLER:

DEREK GOLDSTEIN

By: 
Name: _____
Title: _____

MARYANN RICHARDSON-GOLDSTEIN

By: 
Name: _____
Title: _____

BUYER:

KI CAP INC

By: 
Name: Guy Kahn
Title: President