

Cross-Reference: Instrument #202506240011

Parcel No. P125294 / 4910-000-014-0000

Official Records of County of Skagit

Assignor: Jeffry A. Smith, a married man as his sole and separate property

Prepared by and return to:

Chandler Clark

LEWIS & KAPPES, P.C.

One American Square, Suite 2500

Indianapolis, Indiana 46282

**SCRIVENER'S AFFIDAVIT TO CORRECT
BORROWER REFERENCE ON ASSIGNMENT OF LEASES AND RENTS**

Comes now Chandler Clark, attorney for **Live Oak Banking Company**, (hereafter referred to as "Lender") and being first duly sworn deposes and says:

1. Lender is one and the same who has specific knowledge of the above-referenced Assignment of Leases and Rents ("Assignment"), recorded on June 24, 2025 as **Instrument #202506240011** in the Official Records of Skagit County, Washington.

2. The Assignment inadvertently referenced the incorrect Borrower name in the fourth paragraph of the Recitals, as shown in bold text below:

ACCORDINGLY, in consideration of the premises and in further consideration of the sum of One Million Six Hundred Fifty-Five Thousand and NO/100 Dollars (\$1,655,000.00) paid by Assignee to **AR Pizza LLC**, the receipt of which is hereby acknowledged, Assignor does hereby grant, transfer and assign to Assignee all of the right, title and interest of Assignor in and to (i) any and all present or future leases or tenancies, whether written or oral, covering or affecting any or all of the Deeded Property, (all of which together with any and all extensions, modifications and renewals thereof, are hereinafter collectively referred to as the "Leases" and each of which is referred to as a "Lease"), and (ii) all rents, profits and other income or payments of any kind due or payable or to become due or payable to Assignor as the result of any use, possession or occupancy of all or any portion of the Deeded Property (all of which are hereinafter collectively referred to as "Rents"),

whether the Rents accrue before or after foreclosure of the Deed or during the periods of redemption thereof, all for the purpose of securing.

3. The purpose of this Scrivener's Affidavit is to replace the reference to "AR Pizza LLC" with "Juno Holdings Inc" so that paragraph four of the Recitals reads:

ACCORDINGLY, in consideration of the premises and in further consideration of the sum of One Million Six Hundred Fifty-Five Thousand and NO/100 Dollars (\$1,655,000.00) paid by Assignee to **Juno Holdings Inc**, the receipt of which is hereby acknowledged, Assignor does hereby grant, transfer and assign to Assignee all of the right, title and interest of Assignor in and to (i) any and all present or future leases or tenancies, whether written or oral, covering or affecting any or all of the Deeded Property, (all of which together with any and all extensions, modifications and renewals thereof, are hereinafter collectively referred to as the "Leases" and each of which is referred to as a "Lease"), and (ii) all rents, profits and other income or payments of any kind due or payable or to become due or payable to Assignor as the result of any use, possession or occupancy of all or any portion of the Deeded Property (all of which are hereinafter collectively referred to as "Rents"), whether the Rents accrue before or after foreclosure of the Deed or during the periods of redemption thereof, all for the purpose of securing.

4. In all other respects, the Assignment remains the same.

**Chandler Clark**

Attorney for Live Oak Banking Company

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared **Chandler Clark**, as **Attorney for Live Oak Banking Company**, who acknowledged the execution of the foregoing as his free act and deed for the purposes stated therein.

WITNESS my hand and Notarial Seal this 20 day of August, 2025.

My Commission Expires:

March 15, 2031

Linda S. Hirst
Notary Public

My County of Residence:

Hancock

Linda S. Hirst
Printed Name

This instrument prepared by: Chandler Clark
LEWIS & KAPPES, P.C.
2500 One American Square
Indianapolis, IN 46282

