



200301310261

Skagit County Auditor

1/31/2003 Page 1 of 6 4:12PM

## WHEN RECORDED RETURN TO:

Name: William R. Allen  
Address: PO Box 437  
City, State, Zip Sedro-Woolley, WA 98284

Grantor. Chase and Cole Management, LLC  
Grantee. Stevenson, Robert and Katherine  
Abbrev. Leg. Ptn of Govt Lot 8, Sec 33, T36N, R3E, WM  
Tax Account Nos. 360333-0-038-0002/ P48572; 360333-0-045-0003/ P48583  
360333-0-047-0001/ P48585; 360333-0-048-0000/ P48586

ISLAND TITLE CO.

C25378

**Assignment of Rents**

On this date, January 23<sup>rd</sup>, 2003, Chase and Cole Management, LLC, a Washington limited liability company, has executed two promissory notes in favor of Robert L. Stevenson and Katherine Stevenson, husband and wife in the principal amounts of \$324,000.00 and \$85,000.00.

Those notes and all future advances made under them are secured by a Deeds of Trust of even date that encumber the property described in EXHIBIT A, attached hereto.

For value received and as additional security for the notes, this Assignment of Rents is made by the ASSIGNOR, Chase and Cole Management, LLC, hereafter called "Borrower," to the ASSIGNEE, Robert L. Stevenson and Katherine Stevenson, husband and wife, hereafter called "Lender."

The Borrower hereby sells, transfers, and assigns to Lender all right, title and interest of the Borrower in the rents arising from the real property commonly known as 14965 West Bow Hill Road, 14969 West Bow Hill Road, 5502 Chuckanut Drive, and 5530 Chuckanut Drive, Bow, WA 98232, and more fully described in the legal description in EXHIBIT A, which is attached hereto and incorporated by this reference. The term of this assignment shall be until the above referenced notes are both fully paid and satisfied. A release of the above referenced Deeds of Trust shall constitute a release of this assignment.

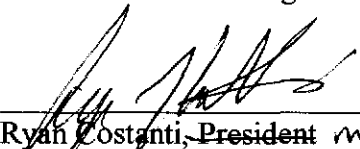
**Conditions of Assignment**


1. Lender is authorized to collect all rents, PROVIDED HOWEVER, that Lender may not collect rents until or unless Borrower is in default on its obligations under the above

referenced notes or deeds of trust.

2. In the event the Borrower defaults on its obligations under the notes and/or deeds of trust, Lender may demand that the tenants pay all rents to the Lender.
3. Upon demand, the tenants shall pay the rents to the Lender without further inquiry. To that end, the Borrower shall execute concurrently with this assignment, a "Notice to Tenants" advising the tenants of the terms of this assignment. Lender shall not deliver the Notice to Tenants to the tenants unless and until the Borrower defaults on its obligations under the notes and/or deeds of trust.
4. During the term of this assignment, the Borrower shall not collect any rent in advance of the date due under the relevant lease.
5. The Borrower agrees that during the term of this assignment, the Borrower will make no future assignment or pledge of the rents from the described premises, nor perform any act that may prevent the Lender from exercising its rights under this assignment.
6. The Borrower agrees to perform all of its obligations under lease agreements with tenants in the described premises, to maintain all leases in full force and effect, to enforce the leases according to their terms, and not terminate or modify any lease without written consent from the Lender.
7. The Borrower agrees that nothing in this assignment shall obligate the Lender to pay any interest on tenant security deposits, make the Lender liable for the refund of security deposits, make the Lender a mortgagee in possession, make the Lender responsible for collecting rents or liable for failure to do so, make the Lender liable to account for any rents not actually collected, make the Lender responsible for any of the Borrower's obligations under its lease agreements with tenants, release the Borrower from any of its obligations under lease agreements, or constitute a waiver of any of the Lender's rights under the note and deed of trust.

Chase and Cole Management, LLC, by:

  
\_\_\_\_\_  
Ryan Costanti, President Manager  
RC

  
\_\_\_\_\_  
Amy Costanti



STATE OF WASHINGTON )  
 )  
 ) SS.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Ryan Costanti and Amy Costanti are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as MANAGER and MEMBER of Chase and Cole Management, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

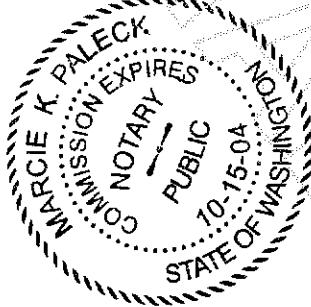
Witness my hand and official seal hereto affixed this 23<sup>rd</sup> day of January, 2003.

Marcie K Paleck

Typed/Printed Notary Name MARCIE K. PALECK

Notary Public in and for the State of Washington, residing at Mount Vernon

My appointment expires October 15 2004



**EXHIBIT "A"**

**PARCEL A:**

That portion of Government Lot 8, Section 33, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point 248.8 feet West and 83 feet South of the Northeast corner of Government Lot 8;  
thence South 83 feet, more or less, to the North line of that certain tract conveyed to James C. Henry, et ux, by Deed recorded February 24, 1959 under Auditor's File No. 576908;  
thence East along said North line to a point which lies 175 feet West and 162.2 feet South of the Northeast corner of said Government Lot 8;  
thence North 83 feet, more or less, to the South line of that certain tract conveyed to John P. Potter, et ux, by Deed recorded December 27, 1960 under Auditor's File No. 602456;  
thence West along said South line to the true point of beginning;

**PARCEL B:**

The East 10 feet LESS the South 85 feet of that portion of Government Lot 8, Section 33, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point 175 feet West and 162.2 feet South of the Northeast corner of said Lot 8;  
thence West 146.5 feet;  
thence South 160.2 feet, more or less, to the North line of the County road, now State Highway 1-C;  
thence Northeast along the Northerly line of said road to a point South of the point of beginning;  
thence North 136.5 feet to the point of beginning;

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Exhibit "A" continued  
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PARCEL C:

That portion of Government Lot 8, Section 33, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

That tract of land shown on the PLAT OF LADYSMITH according to the plat thereof recorded April 24, 1912, records of Skagit County, Washington; and marked reservation and said reservation or tract hereby conveyed is a strip of land 239 feet long and 62 and one half feet wide and is bound on the North by Ampere Street mentioned in said plat, on the East by that certain tract conveyed to Northcoast Transportation Company by Deed dated June 26, 1930 and recorded June 27, 1930 under Auditor's File No. 234986, on the South by Main Street mentioned in said plat and on the West by Commercial Avenue, mentioned in said plat;

TOGETHER WITH vacated portions of streets adjoining said tract on the North, West and South;

EXCEPT the North 83 feet thereof;

ALSO EXCEPT the South 85 feet thereof;

AND ALSO EXCEPT the West 16.2 feet thereof;

PARCEL D:

The South 85 feet of that portion of Government Lot 8, Section 33, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

That tract of land shown on the PLAT OF LADYSMITH, according to the plat thereof recorded April 24, 1912, records of Skagit County, Washington; and marked reservation and said reservation or tract hereby conveyed is a strip of land 239 feet long and 62 and one half feet wide and is bound on the North by Ampere Street mentioned in said Plat, on the East by that certain tract conveyed to Northcoast Transportation Company by Deed dated June 26, 1930, recorded June 27, 1930 under Auditor's File No. 234986, on the South by Main Street mentioned in said Plat and on the West by Commercial Avenue mentioned in said Plat;

TOGETHER WITH vacated portions of streets adjoining said tract on the North, West and South;

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Exhibit "A" continued  
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PARCELE:

That portion of Government Lot 8, Section 33, Township 36 North, Range 3 East of the Willamette Meridian described as follows:

Beginning at a point which is 83 feet South and 82.5 feet West of the Northeast corner of said Government Lot 8, said point being on the West line of that certain strip of land as conveyed to Puget Sound Power and Light Company by deed recorded September 6, 1945 under Auditor's File No. 382994 and also being the Southeast corner of that certain tract of land as conveyed to Merlin Dutch Wilson, et ux, by deed recorded January 2, 1946 under Auditor's File No. 286701; thence West along the South line of the said Wilson tract and along the South line of that certain tract of land as conveyed to Merlin E. Wilson, et ux, by deed recorded November 22, 1944 under Auditor's File No. 376151, 214.3 feet, more or less, to a point which is 296.8 feet West of the East line of said Government Lot 8; thence North 83 feet to a point on the North line of said Government Lot 8 which is 296.8 feet West of the East line of said Government Lot 8; thence West along the North line of said Government Lot 8, 135.5 feet to a point which is 432.3 feet West of the East line of said Government Lot 8; thence South 166 feet; thence East 110.8 feet, more or less, to a point that is 166 feet South of the North line of said Government Lot 8 and 321.5 feet West of the East line of said Government Lot 8, said point also being on the West line of that certain tract of land as conveyed to James C. Henry, et ux, by Deed recorded February 24, 1959 under Auditor's File No. 576908; thence South 156.4 feet, more or less, to the North line of the County road, now State Highway 1C; thence Northeasterly along the Northerly line of said road to a point that is 175 feet West of the East line of said Government Lot 8; thence North 85 feet, more or less to the Northwest corner of that certain tract of land as conveyed to James C. Henry, et ux, by Deed recorded March 9, 1959 under Auditor's File No. 577485; thence East along the North line of the said James C. Henry tract, 92.5 feet, more or less, to the West line of that certain strip of land as conveyed to Puget Sound Power and Light Company by Deed recorded under Auditor's File No. 282994; thence North along the West line of the said Puget Sound Power and Light Company tract to the point of beginning;

EXCEPTING from the above described tract that portion thereof lying within the boundaries of that certain parcel of land acquired by J.C. Henry, et ux, from Julia Jewel Haaland, by Deed recorded April 29, 1976 under Auditor's File No. 834084;

ALL situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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