

**AFTER RECORDING RETURN TO:**

**ASSIGNEE'S NAME AND ADDRESS:**

LibertyBank  
P.O. Box 10426  
Eugene, OR 97440



200506010062  
Skagit County Auditor

6/1/2005 Page 1 of 2 12:23PM

**ASSIGNOR'S NAME AND ADDRESS:**

Fairway Commercial Mortgage Corporation  
Attn: Mr. Matthew W. Burk  
6650 SW Redwood Lane, Suite 290  
Portland, OR 97224

**Assignment of Deed of Trust**

**(For security purposes only - not absolute assignment)**

FOR VALUE RECEIVED, the undersigned <sup>\* Fairway Commercial Mortgage Corp</sup> hereby grants, assigns and transfers to LibertyBank, for security purposes only, all beneficial interest under that certain Commercial Deed of Trust (the "Trust Deed") dated April 18, 2005, executed by Neil L. Myers and Carrie L. Myers (the "Grantor"), to Land Title Company of Skagit County, Trustee, and recorded as Instrument No. 200504210111, in the Official Records in the County Recorder's office of Skagit County, State of Washington, describing land therein more particularly described as:

Lot 60, "PLAT OF NOOKACHAMP HILLS PUD PHASE 11A,"  
as per plat recorded on September 15, 2003, under Auditor's File  
No. 200309150157, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington

TOGETHER with all right, title and interest of the undersigned now owned or hereafter acquired in and to the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under the note or notes and said Deed of Trust and that Loan Agreement of the same date as the Deed of Trust executed by the obligor under the note or notes secured by the Deed of Trust.

**After Acquired Property:** This Assignment covers all of Assignor's right, title and interest now or hereafter acquired with respect to the Property and the Trust Deed.

**Obligations Secured:** This Assignment is given to secure the payment and performance of all indebtedness and obligations now or hereafter owed by Assignor to Assignee, direct or indirect, including interest thereon, together with any extensions or renewals thereof, in the principal amount of \$238,500.00, which amount was loaned to the undersigned in connection with the transaction concerning the Property.

**Covenants, Warranties and Agreements of Assignor:** With respect to the security interest granted by this Assignment, Assignor represents, covenants, warrants and agrees with Assignee as follows:

1. In the event of default by the Grantor under the Trust Deed, Assignee shall have the right but not the obligation to assert all of the Assignor's remedies, or any of them, under the terms of the Trust Deed against said the Grantor. To the extent necessary, Assignor does hereby grant a limited power of attorney to Assignee to institute such proceedings in the name of either Assignee or Assignor.
2. Assignee is authorized to notify the Grantor of this Assignment, and to effect a direct collection of all payments now or hereafter coming due to the undersigned under the terms of the Trust Deed. At the request of Assignee, Assignor agrees to enter into any appropriate notices to the Grantor. All amounts so collected by Assignee shall be applied by Assignee to the obligations secured hereby.
3. This Assignment shall not be qualified or supplemented by course of dealing. No waiver or modification by Assignee of any of the terms or conditions hereof shall be effective until in writing signed by Assignee. No waiver nor indulgence by Assignee as to any required

performance by Assignor shall constitute a waiver as to any subsequent required performance or other obligations of Assignor hereunder.

4. Time is of the essence of this Assignment and in the event of Assignor's default under the terms of this Assignment, or any obligations secured hereby, Assignee shall have all remedies as allowed by law. In the event of the default by Assignor, or in the event it becomes necessary for Assignee to become involved in the preservation of its security in the Property and the Trust Deed. Assignor shall be responsible for paying all of the Assignee's reasonable costs incurred therein, including but not limited to reasonable attorneys' fees incurred with or without legal action, together with all expenses of title search and all court costs and costs of public officials. The sums agreed to be paid hereunder shall be secured hereby. If Assignee realizes on the security granted herein, Assignor agrees to pay any deficiency remaining after the application of the net proceeds to any indebtedness secured hereby.

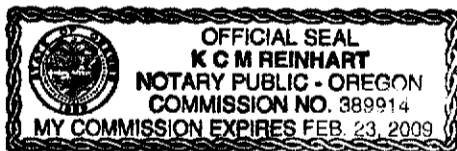
5. This agreement shall be binding upon an inured to the benefit of the parties, their heirs, successors, assigns and personal representatives.

FAIRWAY COMMERCIAL MORTGAGE CORPORATION  
an Oregon corporation

By: *Matthew W. Burk*  
Matthew W. Burk, President/Secretary

STATE OF OREGON )  
 ) ss.  
County of Washington )

This instrument was acknowledged before me on this 26th day of MAY, 2005, by Matthew W. Burk, as President/Secretary of FAIRWAY COMMERCIAL MORTGAGE CORPORATION.



*K C M Reinhart*  
Notary Public for Oregon  
My Commission Expires: 2/23/09

