

Skagit County Auditor 6/16/2017 Page

1 of 3 '

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Document Title:
Assignment of Redemption Bights dated June 15, 2017
Reference Number:
Grantor(s): additional grantor names on page
1. Matthew J. Kaufman
2. Cheryl A. Kaufman
<u>Grantee(s):</u> additional grantee names on page
1. Claus Brothers LLC
2.
Abbreviated legal description:  FULL LEGAL: The West 10 rods of Lots 1 and 8 in Tract 1, Peavey's Acreage, Tracts No. 1 and 2, Sections 17, 20, 21, 22 and 28, Township 35 North, Range 5 East, Skagit County, Washington, as per the plat recorded in Volume 3 of Plats, page 37, records of Skagit County, Washington. Situate in Skagit County, Washington.
Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page
P67819, P678087

## **Assignment of Redemption Rights**

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the <u>15</u> day of June, 2017, by and between Matthew J. Kaufman and Cheryl A. Kaufman, Husband and Wife, of Skagit County, Washington (the "Assignor"), and Claus Brothers LLC, a Washington limited liability company with its principal office at 15193 Doris Street, Anacortes, WA 98221 (the "Assignee").

WHEREAS, Assignor is the holder of certain redemption rights on real property located at 25661, 25663 and 25665 Minkler Road, Sedro-Woolley, Skagit County, Washington (Parcel Nos. P67819 and P67807) (the "Minkler Property"), pursuant to Chapter 6.23 of the Revised Code of Washington and the Sheriff's Certificate of Sale of Real Property executed on June 24, 2016, in Skagit Superior Court Cause No. 15-2-00154-2 (the "Redemption Rights"); and

WHEREAS, Assignor and Assignee have entered into a Right of Redemption Purchase Agreement dated as of June 2017 ("Purchase Agreement"), pursuant to which Assignor has agreed to assign, transfer and sell to Assignee its Redemption Rights.

NOW, THEREFORE, in consideration of the terms and conditions set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns and transfers to Assignee all of the Assignor's rights to the redemption of real property located at 25661, 25663 and 25665 Minkler Road, Sedro-Woolley, Skagit County, Washington (Parcel Nos. P67819 and P67807) (the "Assigned Interest").
- 2. <u>Acceptance by Assignee</u>. Assignee accepts the assignment of all of Assignor's right, title and interest in and to the Assigned Interest. Assignee hereby indemnifies and holds Assignor harmless against any and all losses, costs and expenses (including reasonable attorneys' fees) arising out of any obligations of Assignee relating to the Assigned Interest which occur on or after, or arise from events occurring on or after, the date hereof.
- 3. <u>Absolute Conveyance</u>. The conveyance of the Assigned Interest hereunder is an absolute transfer to Assignee, free and clear of all liens and restrictions.
- 4. <u>Further Assurances</u>. Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein.
- 5. <u>Heirs, Successors and Assigns</u>. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the State of Washington, without regard to conflict of law rules.

- Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by either facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 8. Amendments and Modifications. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.
- Defined Terms. Capitalized terms used herein, but not otherwise defined shall have 9. the meanings ascribed to such terms in the Purchase Agreement.

IN WITNESS WHEREOF, the parties exe	ecute this Agreement as of the date set forth above.
ASSIGNOR:	ASSIGNEE:
Abbigitore.	Claus Brothers LLC
mer 1/4	Robert d. Claus
Matthew J. Kaufman	Robert S. Claus, Managing Member
Chanl a. Kaufman	X g claus
Cheryl A. Kaufman	James E. Claus, Managing Member
STATE OF WASHINGTON )	
:ss	
COUNTY OF SKAGHACUS	
I certify that I know of how atisfactory e	vidence that Matthew J Kaufman is the person who
appeared before me, and person acknowle	edged that he signed this instrument, and acknowledged
it to be his free and kolumeary act for the u	ses and purposes mentioned in this instrument.
DATED: June 14, 2017. 06 01 2018 5	ses and purposes mentioned in this instrument.
1, 20 06 18 18 18 18 18 18 18 18 18 18 18 18 18	Notary Public for the State of Washington
ATE OF W	My commission expires: 64 308
STATE OF WASHINGTON )	
:ss	
COUNTY OF SKACIT )	
I certify that I know or large satisfactory e	evidence that Cheryl A. Kaufman is the person who
appeared before me said person adknowle	edged that he signed this instrument, and acknowledged
it to be his free and voluntary action the u	uses and purposes mentioned in this instrument.
1 15 1 21 21 21 21	Mun Exacors
DATED. Julia 17 1 2017.	Notary Public for the State of Washington
DATED: June 14 20 P. CO 2010 F	My commission expires: 611/2018