



201902110096

02/11/2019 03:25 PM Pages: 1 of 3 Fees: \$18.00
Skagit County Auditor

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Pacific Premier Bank
17901 Von Karman Ave Suite 1200, Irvine, CA 92614
Attn: William Morrison

[Space above line for Recorder's Use Only]

**COLLATERAL ASSIGNMENT OF
BENEFICIAL INTEREST UNDER DEED OF TRUST**

This Collateral Assignment of Beneficial Interest Under Deed of Trust is dated as of February 1, 2019 (the "**Effective Date**"), and made by BPL Funding 1, LLC ("**Assignor**") in favor of PACIFIC PREMIER BANK ("**Assignee**").

1. For good and valuable consideration, the receipt of which is hereby acknowledged, hereby Assignor collaterally assigns to, as collateral for Assignor's obligations to Assignee under the BLA (defined below), Assignor's right, title and interest as Beneficiary under that certain Deed of Trust dated February 1, 2019 executed by 321 Avon Avenue LLC as Trustor, to Chicago Title Company of Washington as Trustee, and recorded in the Official Records of Skagit County, Washington (the "**Official Records**") on February 11th 2019 as Document No. 201902110094 (the "**Deed of Trust**"), together with the obligation therein described, all monies due and to become due thereunder, and all interest thereon, and all rights arising therefrom.

2. As a condition to this Assignment, Assignee has agreed to and accepted the assignment described in Section 1 above, and has assumed the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by Assignor under, and/or with respect to, the Assigned Loan Documents and the Loan from and after the Effective Date.

3. This Assignment shall be binding upon and inure to the benefit of Assignee, Assignor and their respective successors and assigns.

4. THIS ASSIGNMENT IS MADE WITHOUT RECOURSE OR WARRANTY OF ANY KIND BY ASSIGNOR, AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE DEED OF TRUST OR THE COLLATERAL, OR ANY DOCUMENTS RELATED THERETO (INCLUDING ANY RELATED PROMISSORY NOTE), IF ANY, EXCEPT AS PROVIDED UNDER THAT CERTAIN BUSINESS LOAN AGREEMENT DATED AS OF JULY 16, 2013 BY AND BETWEEN ASSIGNOR AND ASSIGNEE AS MODIFIED BY THAT CERTAIN LOAN ASSUMPTION AGREEMENT DATED AUGUST 7, 2018.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, these presents are executed as of the date first set forth above.

ASSIGNOR: BPL Funding 1, LLC
a Delaware limited liability company

By: Shawnda Merriman
Name: Shawnda Merriman
Title: Authorized Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado)

) ss.

County of Douglas)

On February 4, 2019, before me, **Carrie Alexander**, Notary Public, personally appeared **Shawnda Merriman**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A handwritten signature in cursive script, appearing to read "Carrie Alexander", written over a horizontal line.

Notary Public

My Commission Expires: October 11, 2021