

After Recording, please return to:

Land Title & Escrow of Skagit & Island County
111 E George Hopper Rd.
Burlington, WA 98233

03-182764-0E

Recording Cover Page

Document Title(s) (for transactions contained therein): 1. Collateral Assignment of Leases 2. 3. 4.
Reference Number(s) of Documents assigned or released: (on page ____ of documents(s))
Grantor(s) 1. Logan Park, LLC 2. 3. 4.
Additional Names on page _____ of document.
Grantee(s) 1. Tryg Fortun and Barbara Fortun 2. 3. 4.
Additional Names on page _____ of document.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) Tr. D, SP SW-5-78 AF #8406290013 (Ptn NE 1/4 SE 1/4, 13-35-4 EW.M.)
Additional legal is on page _____ of document.
Assessor's Property Tax Parcel/Account Number 350413-4-002-0703, P36491
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WHEN RECORDED RETURN TO:

Tryg Fortun
Barbara Fortun
16019 Inglewood Rd. NE
Kenmore, WA 98028

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 05/03/2021

03-182764-OE

COLLATERAL ASSIGNMENT OF LEASES

THIS COLLATERAL ASSIGNMENT OF LEASES is made this 28 day of April, 2021, from LOGAN PARK, LLC, a Washington limited liability company, ("Assignor") to TRYG FORTUN and BARBARA FORTUN ("Lender").

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Lender all of the right, title and interest of Assignor in and to all leases of Assignor on the real property described at 701 Sapp Rd, Sedro Woolley, WA, as described in Exhibit A hereto.

TOGETHER WITH any and all extensions and renewals thereof acceptable to the Lender and together with all rents, issues and profits accruing under the Leases,

FOR THE PURPOSE OF SECURING

(1) Payment of the indebtedness evidenced by that certain note of even date, including any extensions or renewals thereof, of even date, in the principal sum of \$3,200,000 made by Logan Park, LLC, a Washington limited liability company LLC ("Note") and secured by a deed of trust on the Property ("Deed of Trust").

(2) Payment of all other sums with interest thereon becoming due and payable to the Lender under the provisions hereof or under the provisions of the Note, Deed of Trust, the Loan Agreement between Assignor and Lender and any amendments or modifications thereof.

(3) Performance and discharge of each and every obligation, covenant and agreement of the Assignor herein and in the Note, Deed of Trust and the Loan Agreement.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

1. To faithfully pay or perform, at the sole cost of Assignor, each and every obligation, covenant and agreement to be paid or performed by the Lessor under the Leases, to take steps reasonably

necessary to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be paid or performed by the lessees under the Leases and not to collect or accept any rents or profits payable under the Leases in excess of one month in advance without the written consent of the Lender.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Lessor and Lessees thereunder, and to pay all costs and expenses of the lender, including attorney's fees in any action or proceeding in which the Lender may appear.

3. That should the Assignor fail to make any payment or to do any act as herein provided, then the Lender, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation thereof, may make or do the same in such manner and to such extent as the Lender may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor in the Leases contained, and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay attorney's fees

4. To pay immediately upon demand all sums expended by the Lender under the authority hereof, together with interest thereon at twelve percent (12%) per annum.

IT IS MUTUALLY AGREED THAT

So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Deed of Trust or Leases contained, Assignor shall have the right to the use and benefit of the Leases in the premises covered thereby. In the event of default, however, of any part of the indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the Deed of Trust (or any other instrument securing the Note), the Lender may, at its option, declare all sums secured hereby immediately due and payable and may also, at its option, without notice and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent, enter upon, take possession of, manage and operate the Property or any part thereof, and do any acts which the Lender deems proper to protect its security, including collecting all rents and enforcing any rights which the Assignor might have had under the Leases. The entering upon and taking possession of the Property and the exercise of rights under the Leases shall not cure any default or waive, modify or affect any notice of default under the Deed of Trust or invalidate any act done pursuant to said notice.

The Lender may apply rents it has received first to costs of operation of the Property, to its legal fees and expenses in enforcing its rights hereunder and under the Note, Loan Agreement and Deed of Trust and to obligations owed it under this Assignment and thereafter to late fees, interest and principal due under the Note.

This assignment shall be cumulative to the Deed of Trust and the enforcement of either of said securities shall be no bar to any enforcement of the other and that this assignment and the Deed of Trust may be enforced independently, concurrently or as the Holder of the Note sees fit and nothing contained herein shall affect the right of the Holder of the Note to foreclose the Deed of Trust in the event of a default thereunder.

Exhibit A

Tract D, City of Sedro Woolley Short Plat No. SW-5-78, approved June 29, 1984, and recorded June 29, 1984, in Volume 6 of Short Plats, Page 162, under Auditor's File No. 8406290013, records of Skagit County, Washington; being a portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, Township 35 North, Range 4 East, W.M.

Situate in Skagit County, Washington.