

Pacific Northwest Title

2021 NW Myhre Road, Suite 300 · P.O. Box 3607
Silverdale, Washington 98383
(360) 692-4141 · Fax (360) 692-8001
<http://www.pnwtkitsap.com>

Tax Foreclosure Certificate

Kitsap County Treasurer's Office
Foreclosure Department
614 Division Street MS-32
Port Orchard, WA 98366
Attention: **Hope Beyl**
Customer Ref: **5566-000-034-0005**

Title Order No.: **32165388**
Title Officer: **Andy Buskirk**
Sr. Title Officer: **Lori Bullard**
Sr. Title Officer: **Mike Mjelde**
Sr. Title Officer: **Marian Scott**

1. Effective Date: **May 31, 2018** at 8:00 A.M.

2. Liability is limited to the compensation received herein:

Charge: \$425.00
Tax: \$38.25
Total: \$463.25

3. The estate or interest in the land described or referred to in the Certificate is:
Fee Simple

4. Title to the said estate or interest in said land is at the effective date hereof vested in:
Fingarson & Associates, LLC, a dissolved Washington limited liability company

Auditor's File Number and Excise Tax Affidavit Number of QUITCLAIM DEED by which title was acquired: 200411150209 and 2004EX11134; copy attached.

The above referenced document disclosed the following addresses:

Fingarson & Associates, LLC
3377 Bethel Avenue Suite 107-120
Port Orchard, WA 98366

The Washington State Secretary of State website disclosed the following information:

Fingarson & Associates, LLC
Melvin H. Fingarson, Resident Agent
Judith Fingarson, Governor
703 Harrison Ave.
Port Orchard, WA 98366

5. The land referred to in this Certificate is in the State of Washington, County of Kitsap, and is described as follows:

See Exhibit "A" Attached Hereto

Exhibit "A"

Order No.: 32165388

Tax Parcel No.: 5566-000-034-0005

Resultant Parcel 3 of Declaration of Lot Aggregation recorded under Auditor's File No. 200910120132, described as follows:

Tract J, Future Development, Blackjack Terrace, according to Plat recorded in Volume 32 of Plats, Pages 225 through 233, inclusive, in Kitsap County, Washington;

Together with the South 5.00 feet of Resultant Parcel "Fingarson" of Boundary Line Adjustment recorded under Auditor's File No. 200804170035, being a portion of the South 25 acres of the Northwest quarter of the Northeast quarter of Section 2, Township 23 North, Range 1 East, W.M., in Kitsap County, Washington, lying Easterly of the Southerly extension of the East line of Tract G, Blackjack Terrace, according to Plat recorded in Volume 32 of Plats, Pages 225 through 233, inclusive, in Kitsap County, Washington.

...End of Exhibit "A"...

Subject to:

1. Agreements, Conditions, Covenants, Easements, Reservations, Restrictions, Matters pertaining to boundary issues, and Servitudes of any nature whatsoever affecting said lands including, but not limited to, those which appear in the public records, prior to January 1, 2015.

2. Delinquent General and Special Taxes and Charges:

Year:	2015	2016	2017	2018
Amount Billed:	\$1,408.16	\$1,431.24	\$1,325.16	\$1,430.36
Amount Paid:	\$0.00	\$0.00	\$0.00	\$0.00
Amount Due:	\$1,408.16	\$1,431.24	\$1,325.16	\$1,430.36,
	plus interest			
Tax Account Number:	5566-000-034-0005			
Levy Code:	0805			

Note: If this transaction involves a mobile home, move permit or the recording of a plat, short plat or boundary line adjustment, payment of taxes in full, payment of taxes not yet delinquent and possibly not yet billed may be required. For further questions please contact the Kitsap County Treasurer at (360) 337-4939.

3. Pending Action in Kitsap County Superior Court:

Cause No: 18-2-01361-18
Being an Action for: Foreclosure of delinquent taxes

4. Real Estate Contracts:

NONE

5. Mortgages/deeds of trust/liens/judgments:

Deed of Trust, and the terms and conditions thereof:

Grantor: Fingarson and Associates, LLC, a Washington limited liability company as to Parcel A and Melvin H. Fingarson, Jr. and Judith K. Fingarson, husband and wife, as to Parcel B
Trustee: Stewart Title of Kitsap County
Beneficiary: Westsound Bank
Amount: \$1,254,700.00, plus interest
Dated: April 6, 2006
Recorded: April 11, 2006
Auditor's File No.: 200604110149

The beneficial interest under said Deed of Trust was assigned by instrument recorded March 25, 2014, under Kitsap County Auditor's File No. 201403250031:

To: Gulf Coast Bank & Trust Co.

The above referenced document disclosed the following address:

Gulf Coast Bank & Trust Co.
200 St. Charles Avenue, Suite 300
New Orleans, Louisiana 70130
Attn: Joe Daste

...This paragraph continues on the next page...

Order No.: **32165388**

Tax Parcel No.: **5566-000-034-0005**

Rainier Foreclosure Services, Inc. was appointed new trustee under said Deed of Trust in place of previous trustee, by instrument recorded March 25, 2014, under Auditor's File No. 201403250114.

The above referenced document disclosed the following address:

Schweet Linde & Coulson, PLLC
575 S. Michigan Street
Seattle, WA 98108

6. Easements, covenants, conditions and restrictions on or after January 1, 2015:

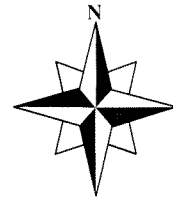
NONE

Limitation of Liability for Informational Certificate

IMPORTANT – READ CAREFULLY: THIS CERTIFICATE IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS CERTIFICATE IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. PACIFIC NORTHWEST TITLE MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN. THIS CERTIFICATE REFLECTS A SEARCH OF THE PUBLIC RECORDS THAT GIVE CONSTRUCTIVE NOTICE OF MATTERS AFFECTING TITLE TO REAL PROPERTY LOCATED IN KITSAP COUNTY.



PACIFIC NORTHWEST TITLE



ORDER NO. 32165388 Tax Account No. 5566-000-034-0005

IMPORTANT: This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

Portion of Blackjack Terrace (Volume 32 / Page(s) 225 - 233) (Section 2, Township 23 North, Range 1 East, W.M.)





MELVIN FINGARSON

QCD

\$20.00

200411150209

Page 1 of 2

11/15/2004 01:49P

Kitsap Co, WA

Name and Full Address

Melvin H. Fingarson Jr
703 Harrison Ave
Port Orchard WA 98366

Please print neatly or type information.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Document Title(s): QUIT CLAIM Deed

Additional reference #'s on page:

Reference Number(s) of related documents:

Grantor(s):

Melvin H. Fingarson Jr

Additional Grantors on Page:

Grantee(s):

Fingarson & Associates LLC

Additional Grantee on Page:

Legal Description (abbreviated form: i.e. Plat name, lot, block, section, township, range, quarter/quarter).

NW NE Section 2 Township 23 Range 1E

Assessor's Property Tax Parcel/Account Number:

022301-1-028-2002

I, _____, am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: _____

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 15th day of ~~October~~^{Nov}, 2004,

by first party, Grantor, Melvin H. Fingarson, Jr., whose office address is 703 Harrison Avenue, Port Orchard, WA 98366

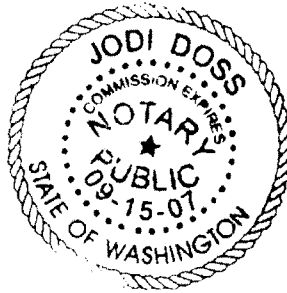
to second party, Grantee, Fingarson & Associates, LLC, whose address is 3377 Bethel Avenue Suite 107-120, Port Orchard, WA 98366

WITNESSETH, That the said first party, for good consideration and for the sum of No Dollars (\$) paid by the said second party, conveys and quit claims to the said second party the following described real estate, situated in the County of Kitsap, State of Washington including any interest therein which grantor may hereafter acquire:

The South 25 acres of the Northwest quarter of the Northeast quarter of Section 2, Township 23, North Range 1 East, W.M.; situated in Kitsap County, Washington; together with an easement for road purposes across, over and upon the following land located in Kitsap County, Washington, to wit: Beginning at the S.E. corner of the S.E. 1/4 of N.E. 1/4 of N.W. 1/4 of Section 2, twp 23 North, Range 1 East, W.M; thence running north to a point on the south line of said quarter section which is 17 feet west of the said S.E. corner of said quarter section; thence running east to the said S.E. corner of said quarter section and point of beginning.

Parcel # 022301-1-028-2002

Dated this 15th day of ~~October~~^{Nov}, 2004
Grantor



State of Washington)
County of Kitsap) ss

On this day personally appeared before me Melvin H. Fingarson, Jr. to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of ~~October~~^{NOVEMBER}, 2004

Jodi Doss
Notary Public in and for the Sate of Washington

KITSAP COUNTY TREASURER EXCISE 11/15/2004
2004EX11134
Total : \$2.00

Residing in Port Orchard
my notary expires 9/15/07

Clerk's Initial [Signature]



200604110149

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04/11/2006 01:13P
Kitsap Co, WA

STEWART TITLE OF KITSAP C DT \$44.00

When Recorded Return To (name, address):
WESTSOUND BANK
190 PACIFIC AVE
BREMERTON, WA. 98337

This Space Provided For Recorder's Use

STK: 200609181

When Recorded Return To (name, address): WESTSOUND BANK
190 PACIFIC AVENUE, BREMERTON, WA. 98337

Document Title(s): REAL ESTATE DEED OF TRUST

Grantor(s): FINGARSON AND ASSOCIATES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY AS TO PARCEL A AND MELVIN H. FINGARSON JR. AND JUDITH K. FINGARSON, HUSBAND AND WIFE, AS TO PARCEL B

Grantee(s): WESTSOUND BANK

Legal Description: PTN OF NW 1/4 NE 1/4 S2-T23N-R1E AND LOTS 1-2, PTN OF LOT 3, WILSONS SECOND ADDITION TO SIDNEY, VOL/PG 1/45

Assessor's Property Tax Parcel or Account Number: 022301-1-028-2002 AND 4066-000-001-002

REAL ESTATE DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust is 04-06-2006 and the parties and their addresses are as follows:

GRANTOR: FINGARSON AND ASSOCIATES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY AS TO PARCEL A AND MELVIN H. FINGARSON JR. AND JUDITH K. FINGARSON, HUSBAND AND WIFE, AS TO PARCEL B
703 HARRISON AVE.
PORT ORCHARD, WA 98366

Refer to the Addendum which is attached and incorporated herein for additional Grantors.

TRUSTEE: STEWART TITLE OF KITSAP COUNTY
9633 LEVIN ROAD, NW, SUITE 101
SILVERDALE, WA 98383

LENDER: WESTSOUND BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON
9960 SILVERDALE WAY SUITE 1 & 2
SILVERDALE, WA 98383

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Lender, with power of sale, the following described property:

SEE EXHIBIT "A"

The property is located in KITSAP at "TBO" GOLDENROD ST, APN:
(County)
02230110282002 & 703 HARRISON AVE, PORT ORCHARD Washington 98366
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Deed of Trust at any one time shall not exceed \$ 1,254,700.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Deed of Trust and does not apply to advances (or interest accrued on such advances) made under the terms of this Deed of Trust to protect Lender's security and to perform any of the covenants contained in this Deed of Trust. Future advances are contemplated and, along with other future obligations, are secured by this Deed of Trust even though all or part may not yet be advanced. Nothing in this Deed of Trust, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
- A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names and addresses, note principal amounts, commercial revolving loan agreement's maximum amount, interest rates, variable rate terms, maturity dates, etc.)*

NOTE #2019912829 DATED APRIL 6, 2006 IN THE AMOUNT OF \$1,254,750.00

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Deed of Trust whether or not this Deed of Trust is specifically referred to in the evidence of debt.
- C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses



incurred by Lender under the terms of this Deed of Trust, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.

- E. Grantor's performance under the terms of any instrument evidencing a debt by Grantor to Lender and any Deed of Trust securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Deed of Trust as Grantor, each Grantor agrees that this Deed of Trust will secure all future advances and future obligations described above that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. This Deed of Trust will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Deed of Trust or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Grantor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Deed of Trust.
6. **WARRANTY OF TITLE.** Grantor covenants that Grantor is lawfully seized of the estate conveyed by this Deed of Trust and has the right to irrevocably grant, convey and sell to Trustee, in trust, with power of sale, the Property and warrants that the Property is unencumbered, except for encumbrances of record.
7. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Deed of Trust. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Grantor may have against parties who supply labor or materials to improve or maintain the Property.
8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Deed of Trust, Grantor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
 - C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Grantor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Deed of Trust is released.
10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Grantor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Deed of Trust.
11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
- A. Grantor is an entity which is duly organized and validly existing in the Grantor's state of incorporation (or organization). Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
 - B. The execution, delivery and performance of this Deed of Trust by Grantor and the obligation evidenced by the Evidence of Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 - C. Other than disclosed in writing Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.



12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will give Lender prompt notice of any loss or damage to the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Grantor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Grantor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Deed of Trust. Grantor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Grantor fails to perform any of Grantor's duties under this Deed of Trust, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Deed of Trust, Lender may, without notice, perform the duties or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

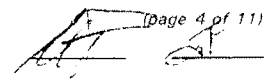
Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Deed of Trust. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably assigns, grants and conveys to Lender as additional security all the right, title and interest in the following (Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied.

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KITSAP Co. WA
STEWART TITLE OF KITSAP Co. DT

As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases. When the Property is not farm land or the homestead of Grantor or Grantor's successor in interest, Grantor agrees that Lender is entitled to notify Grantor or Grantor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Grantor's tenants until Grantor defaults and Lender notifies Grantor of the default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. Grantor consents to Grantor's tenants paying all Rents due or to become due directly to Lender after Lender makes notification and demand to Grantor. When the Property is farm land or the homestead of Grantor or Grantor's successor in interest, Lender may not enforce this Security Instrument by taking possession of the Property for the purpose of collecting Rents, but Lender may seek the appointment of a receiver to take charge of the Property, collect the Rents for non-homestead Property, and apply the Rents under this Assignment.

- 15. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 16. DEFAULT.** Grantor will be in default if any of the following occur:
- A. Any party obligated on the Secured Debt fails to make payment when due;
 - B. A breach of any term or covenant in this Deed of Trust, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
 - C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
 - D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any person or entity obligated on the Secured Debt;
 - E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
 - F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
 - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.
- 17. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Deed of Trust in a manner provided by law if this Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Deed of Trust and any related documents including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and

place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Deed of Trust. Grantor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Grantor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Deed of Trust, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Deed of Trust and Grantor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law. Grantor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence,

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location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

- I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Deed of Trust and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Deed of Trust without prejudice to any of Lender's rights under this Deed of Trust.
- L. Notwithstanding any of the language contained in this Deed of Trust to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Deed of Trust regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Grantor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Grantor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Deed of Trust. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Grantor agrees to maintain insurance as follows:

- A. Grantor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Deed of Trust.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless Lender and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Grantor's right to any insurance policies and

proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Grantor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Grantor warrants that all financial statements and information Grantor provides to Lender are, or will be, accurate, correct, and complete. Grantor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Deed of Trust and Lender's lien status on the Property. If Grantor fails to do so, Lender may sign, deliver, and file such documents or certificates in Grantor's name and Grantor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Deed of Trust are joint and individual. If Grantor signs this Deed of Trust but does not sign the Evidence of Debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. Grantor agrees that Lender and any party to this Deed of Trust may extend, modify or make any change in the terms of this Deed of Trust or the Evidence of Debt without Grantor's consent. Such a change will not release Grantor from the terms of this Deed of Trust. The duties and benefits of this Deed of Trust shall bind and benefit the successors and assigns of Grantor and Lender.

If this Deed of Trust secures a guaranty between Lender and Grantor and does not directly secure the obligation which is guaranteed, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Deed of Trust is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Deed of Trust is complete and fully integrated. This Deed of Trust may not be amended or modified by oral agreement. Any section or clause in this Deed of Trust, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Deed of Trust cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Deed of Trust. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms of this Deed of Trust. Time is of the essence in this Deed of Trust.

26. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Deed of Trust and applicable law.

27. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by both first class mail and either registered or certified mail, return receipt requested, to the appropriate party's address on page 1 of this Deed of Trust, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.

28. USE OF PROPERTY. The property subject to this Deed of Trust is not used principally for agricultural purposes.

29. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Deed of Trust:

- Construction Loan.** This Deed of Trust secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.

[Handwritten signatures] (page 8 of 11)

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- Crops; Timber; Minerals; Rents, Issues and Profits.** Grantor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- Personal Property.** Grantor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- Filing As Financing Statement.** Grantor agrees and acknowledges that this Deed of Trust also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Deed of Trust is sufficient as a financing statement.

30. OTHER TERMS. If checked, the following are applicable to this Deed of Trust:

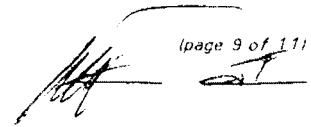
- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Deed of Trust will remain in effect until released.
- Separate Assignment.** The Grantor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

Additional Terms.

- 200609181
1. EASEMENT, INCLUDING TEREMS AND PROVISIONS CONTAINED THEREIN: RECORDED MAY 12, 1961 RECORDING NO. 747723 FOR : ROADWAY AFFECTS: THE LEGAL DESCRIPTION CONTAINED IN SAID EASEMENT IS NOT SUFFICIENT TO DETERMINE ITS EXACT LOCATION WITHIN SAID PREMISES: AFFECTS PARCEL A
 2. TERMS AND CONDITIONS OF DECLARATION OF COVENANT ASSOCIATED WITH MAINTENANCE AND OPERATION OF STORM DRAINAGE FACILITIES: RECORDED JULY 28, 2005 RECORDING NO. 200507280390 AFFECTS PARCEL A.
 3. ANY QUESTION THAT MAY ARISE DUE TO THE SHIFTING AND/OR CHANGING IN THE COURSE OF BLACKJACK CREEK: AFFECTS PARCEL A
 4. RIGHTS OF THE GENERAL PUBLIC TO THE UNRESTRICTED USE OF ALL THE WATERS OF A NAVIGABLE BODY OF WATER NOT ONLY FOR THE PRIMARY PURPOSE OF NAVIGATION, BUT ALSO FOR COROLLARY PURPOSES: INCLUDING(BUT NOT LIMITED TO) FISHING, BOATING, BATHING, SWIMMING, WATER SKIING AND OTHER RELATED RECREATIONAL PURPOSES. AS THIS WATER MAY AFFECT THE TIDELANDS, SHORELANDS OR ADJOINING UPLANDS AND WHETHER HTE LEVEL OF THE WATER HAS BEEN REAIED NATURALLY OR ARTIFICIALLY TO A MAINTAINED OR FLUCTAUTING LEVEL, ALL AS FUTHER DEFINED BY THE DECISIONAL LAW OF THIS STATE. (AFFECTS ALL OF THE PREMISES SUBJECT TO SUCH SUBMERGENCE.) AFFECTS PARCEL A


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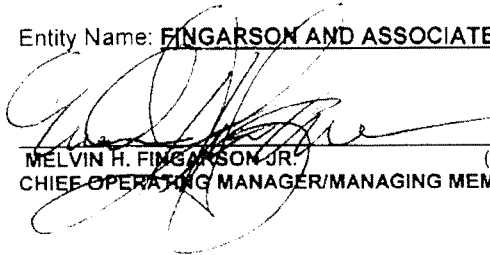


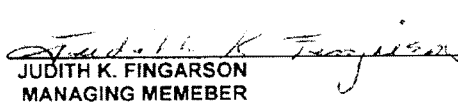
SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Deed of Trust and in any attachments. Grantor also acknowledges receipt of a copy of this Deed of Trust on the date state above on Page 1.

Actual authority was granted to the parties signing below by resolution signed and dated 11-23-2004.

ORAL AGREEMENTS OR COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW. SUCH MATTERS MUST BE REDUCED TO WRITING.

Entity Name: FINGARSON AND ASSOCIATES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY


MELVIN H. FINGARSON JR. (Date)
CHIEF OPERATING MANAGER/MANAGING MEMBER

 11/23/04
JUDITH K. FINGARSON (Date)
MANAGING MEMBER

Refer to the Addendum which is attached and incorporated herein for additional Grantors, signatures and acknowledgments.

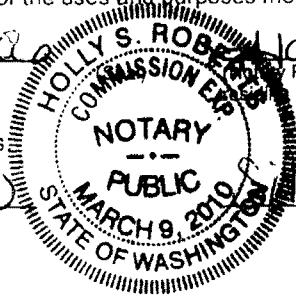
ACKNOWLEDGMENT:

STATE OF Washington, COUNTY OF Kitsap } ss.
I certify that I know or have satisfactory evidence that MELVIN H. FINGARSON JR. AND JUDITH K. FINGARSON, HUSBAND AND WIFE is/are the individual(s) who appeared before me, and said individual(s) acknowledged that he/she/they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

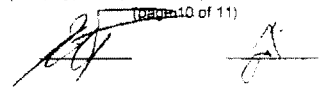
(Individual)

Dated: 4-10-2008  Public in and for the State of Washington (at)

My appointment expires 3-9-2010 Verdalo



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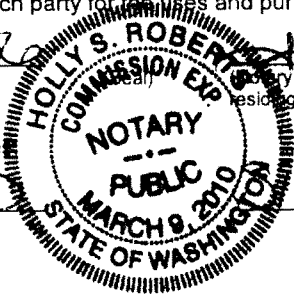
(Business or Entity

Acknowledgment)

STATE OF Washington, COUNTY OF Kitsap) ss.
I certify that I know or have satisfactory evidence that MELVIN H. FINGARSON JR. AND JUDITH K. FINGARSON, HUSBAND AND WIFE is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they were authorized to execute the instrument and acknowledged it as the CHIEF OPERATING MANAGER/MANAGING MEMBER; MANAGING MEMBER (title(s)) of FINGARSON AND ASSOCIATES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY (Name of Business or Entity) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-10-2008 Holly S. Robert Notary Public in and for the State of Washington, (residing at)

My appointment expires 3-9-2010
Verdale



REQUEST FOR RECONVEYANCE
(Not to be completed until paid in full)

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said Note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel this Deed of Trust, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed Of Trust to the person or persons legally entitled thereto.

(Authorized Bank Signature)

Date

WASHINGTON – COMMERCIAL REAL ESTATE SECURITY INSTRUMENT DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE; NOT FOR USE WITH PROPERTY USED FOR AGRICULTURAL OR FARMING PURPOSES; AND NOT FOR CONSUMER PURPOSES) (page 11 of 11)

[Handwritten initials]

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EXHIBIT "A"

PARCEL A:

The South 25 acres of the Northwest quarter of the Northeast quarter of Section 2, Township 23 North, Range 1 East, W.M., situated in Kitsap County, Washington;

TOGETHER WITH an easement for road purposes across, over and upon the following land located in Kitsap County, Washington, to wit:

Beginning at the Southeast corner of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 2, Township 23 North; Range 1 East, W.M.;
thence running North on the East line of said quarter Section 17 feet;
thence running Southwesterly to a point on the South line of said quarter section which is 17 feet West of said Southeast corner of said quarter section;
thence running East to the said Southeast Corner of said quarter section and the Point of Beginning.

PARCEL B:

Lots 1, 2 and 3; EXCEPT the South 10 feet of Lot 3, Wilson's Second Addition to Sidney, according to plat thereof recorded in Volume 1 of Plats, Page 45, records of Kitsap County, Washington.

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Prepared by and upon recordation, return to:

Name: VANESSA ORTA, ESQ.
ANDERSON, McCOY & ORTA, P.C.
Address: 100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
405-236-0003
AMO No. 3044.992
Custodian ID No. Account No. 330300861
FDIC Control No. 330300861

DOCUMENT TITLE:
ASSIGNMENT OF REAL ESTATE DEED OF TRUST

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:
200604110149; 201003310288

ASSIGNOR:
FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER
FOR WESTSOUND BANK

ASSIGNEE:
2010-1 RADC/CADC VENTURE, LLC, a Delaware limited liability company

BORROWER: FINGARSON & ASSOCIATES, LLC

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range):
PTN OF NW ¼ NE ¼ S2-T23N-R1E AND LOTS 1-2, PTN OF LOT 3, WILSON'S
SECOND ADDITION TO SIDNEY, VOL/PG 1/45
FULL LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:
022301-1-028-2002; 4066-000-001-0002

Prepared by and upon recordation, return to:

Name: VANESSA ORTA, ESQ.
ANDERSON, McCOY & ORTA, P.C.
Address: 100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
405-236-0003
AMO No. 3044.992
Loan Name Fingarson & Associates LLC
Custodian ID No. 330300843
Account No. 2019912829
FDIC Control No. 330300843
Loan Servicing No. None
Tax Map No. or Tax Parcel Identification No.: 022301-1-028-2002; 4066-000-001-0002

ASSIGNMENT OF REAL ESTATE DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS:

THAT, the **FEDERAL DEPOSIT INSURANCE CORPORATION** (acting in any capacity, the "FDIC") **IN ITS CAPACITY AS RECEIVER FOR WESTSOUND BANK**, at 550 17th Street, NW, Washington, D.C. 20429-0002 (hereinafter referred to as "Assignor" or "Grantor"), for value received, does by these presents, grant, bargain, sell, assign, transfer and set over to **2010-1 RADC/CADC Venture, LLC, a Delaware limited liability company**, its successors and assigns (hereinafter referred to as "Assignee" or "Grantee"), at 4200 W. 115th Street, Suite 100, Leawood, Kansas 66211, all right, title and interest in and to that certain:

Real Estate Deed of Trust executed by Fingarson & Associates, LLC, a limited liability company, organized and existing under the laws of Washington, and Melvin H. Fingarson Jr. and Judith K. Fingarson, Husband and Wife, dated April 06, 2006, in the original principal sum of One Million Two Hundred Fifty-Four Thousand Seven Hundred and 00/100 Dollars (\$1,254,700.00) in favor of Stewart Title of Kitsap County, Trustee for, and on behalf of,

WESTSOUND BANK (the "Deed of Trust"), which Deed of Trust was recorded on April 11, 2006, in the Clerk's Office of Kitsap County, State of Washington ("Clerk's Office"), as Instrument Number 200604110149;

The Deed of Trust was modified by that certain Substitution of Trustee dated March 30, 2010 ("Modification"), which Modification was recorded on March 31, 2010 in the Clerk's Office, as Instrument Number 201003310288;

Any and all other documents and instruments evidencing, securing and or relating to the indebtedness and or obligations secured by the Deed of Trust and any other recorded loan documents identified herein.

The Deed of Trust, as such may have been assigned and modified, covers the following described property, less and except any portion of the property previously released and/or reconveyed:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD THE SAME UNTO SAID 2010-1 RADC/CADC VENTURE, LLC, ITS SUCCESSORS AND ASSIGNS.


THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY THE FDIC IN ITS CAPACITY AS RECEIVER FOR WESTSOUND BANK OR IN ITS CORPORATE CAPACITY. THE LOAN IS CONVEYED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING AS TO COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, BY ANY PERSON, INCLUDING THE FDIC OR ITS OFFICERS EMPLOYEES, AGENTS OR CONTRACTORS.

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IN WITNESS WHEREOF, FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR WESTSOUND BANK has caused this instrument to be executed this 1st day of September, 2010, effective as of the 26th day of August, 2010.

ASSIGNOR:

FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR WESTSOUND BANK


By: 
Name: Michael A. Anderson
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 1st day of September, 2010, before me personally appeared Michael A. Anderson, as Attorney-in-Fact for the FEDERAL DEPOSIT INSURANCE CORPORATION IN ITS CAPACITY AS RECEIVER FOR WESTSOUND BANK known to me or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, and she thereupon duly acknowledged to me that she executed the same to be her free act and deed.

WITNESS my hand and official seal.


Name of Notary: Tammy Lind

My commission expires:

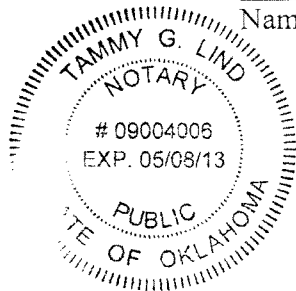


EXHIBIT "A"

PARCEL A:

The South 25 acres of the Northwest quarter of the Northeast quarter of Section 2, Township 23 North, Range 1 East, W.M., situated in Kitsap County, Washington;

TOGETHER WITH an easement for road purposes across, over and upon the following land located in Kitsap County, Washington, to wit:

Beginning at the Southeast corner of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 2, Township 23 North, Range 1 East, W.M.;
thence running North on the East line of said quarter Section 17 feet;
thence running Southwesterly to a point on the South line of said quarter section which is 17 feet West of said Southeast corner of said quarter section;
thence running East to the said Southeast Corner of said quarter section and the Point of Beginning.

PARCEL B:

Lots 1, 2 and 3; EXCEPT the South 10 feet of Lot 3, Wilson's Second Addition to Sidney, according to plat thereof recorded in Volume 1 of Plats, Page 45, records of Kitsap County, Washington.

Return Name and Address:

Schweet Linde & Coulson
575 S. Michigan St.
Seattle WA 98108

LAND TITLE 201403250031

Assign Of Deed Trust Rec Fee: \$ 16.00

03/25/2014 10:15 AM

Walter Washington, Kitsap Co Auditor

Page: 1 of 3



DOCUMENT TITLE:

ASSIGNMENT OF DEED OF TRUST

E-251331

ASSIGNOR:

2010-1 RADC/CADC VENTURE, LLC

ASSIGNEE:

GULF COAST BANK & TRUST CO.

LEGAL DESCRIPTION

PTN OF NW ¼ NE ¼ S2-T23N-R1E AND LOTS 1-2, PTN OF LOT 3, WILSON'S SECOND
ADDITION TO SIDNEY, VOL/PG 1/45

Full legal description on Exhibit A

REFERENCE NUMBER:

200604110149

Assessor's Property Tax Parcel/Account Number:

022301-1-028-2002 & 4066-000-001-0002

When recorded, return to:
Gulf Coast Bank & Trust Co.
200 St. Charles Avenue, Suite 300
New Orleans, Louisiana 70130
Attn: Joel Daste

ASSIGNMENT OF DEED OF TRUST

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **2010-1 RADC/CADC VENTURE, LLC**, with an address of 4601 College Boulevard, Suite 300, Leawood, Kansas 66211, hereby sells, assigns, and transfers, without warranty, representation, or recourse of any kind, to **GULF COAST BANK & TRUST CO.**, with an address of 200 St. Charles Avenue, Suite 300, New Orleans, Louisiana 70130, all of its beneficial interest under that certain Deed of Trust dated April 6, 2006 executed by Fingarson and Associates, LLC as to Parcel A and Melvin H. Fingarson Jr. and Judith K. Fingarson as to Parcel B in favor of Stewart Title of Kitsap County as trustee for the benefit of Westsound Bank (the "*Deed of Trust*"), which Deed of Trust was recorded on April 11, 2006 in the official records of Kitsap County, State of Washington as Instrument No. 200604110149. The Deed of Trust encumbers certain real property located in Kitsap County, State of Washington, more particularly described on **Exhibit A**.

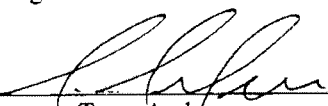
THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL. THE LOAN SECURED BY THE DEED OF TRUST, AS ASSIGNED AND MODIFIED, IS CONVEYED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION OR WARRANTY, INCLUDING AS TO COLLECTABILITY, ENFORCEABILITY, VALUE OF COLLATERAL, ABILITY OF ANY OBLIGOR TO REPAY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

Dated this 20 day of June, 2013.

2010-1 RADC/CADC Venture, LLC

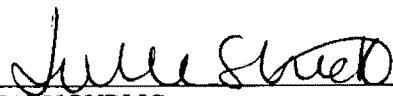
By: MREC Funding, LLC, its manager

By: Mariner Real Estate Management, LLC,
its manager

By: 
Name: Terry Anderson
Title: Co-President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 11 day of June, 2013, before me, a Notary Public in and for said state, personally appeared Terry Anderson, who is personally known to me, and in his capacity as the Co-President of Mariner Real Estate Management, LLC, the manager of MREC Funding, LLC, the manager of 2010-1 RADC/CADC Venture, LLC, acknowledged to me that pursuant to proper authority of such company, he executed the foregoing on behalf of such company.


NOTARY PUBLIC
My commission expires: 1/5/15

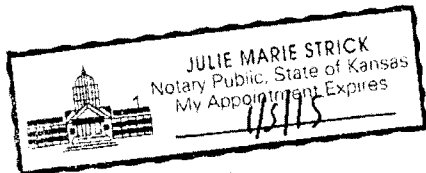


EXHIBIT "A"

DESCRIPTION:

PARCEL I:

LOT(S) 1 THROUGH 8, INCLUSIVE, LOT(S) 17 THROUGH 19, INCLUSIVE, LOT(S) 22 THROUGH 24, INCLUSIVE AND TRACT(S) A THROUGH F, INCLUSIVE AND TRACT(S) H AND I, BLACKJACK TERRACE, ACCORDING TO THE PLAT RECORDED IN VOLUME 32 OF PLATS, PAGE(S) 225 THROUGH 233, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON.

PARCEL II:

RESULTANT PARCEL 2 OF DECLARATION OF LOT AGGREGATION RECORDED UNDER AUDITOR'S FILE NO. 200910120132, BEING TRACT G, BLACKJACK TERRACE, ACCORDING TO THE PLAT RECORDED IN VOLUME 32 OF PLATS, PAGE(S) 225 THROUGH 233, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON;
AND PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 2, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL III:

RESULTANT PARCEL 3 OF DECLARATION OF LOT AGGREGATION RECORDED UNDER AUDITOR'S FILE NO. 200910120132, BEING TRACT J, BLACKJACK TERRACE, ACCORDING TO THE PLAT RECORDED IN VOLUME 32 OF PLATS, PAGE(S) 225 THROUGH 233, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON;
AND PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 2, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

PARCEL IV:

LOT(S) 1, 2 AND 3; EXCEPT THE SOUTH 10 FEET OF LOT 3, WILSON'S SECOND ADDITION TO SIDNEY, ACCORDING TO PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE(S) 45, RECORDS OF KITSAP COUNTY, WASHINGTON.

WHEN RECORDED RETURN TO:
SCHWEET LINDE & COULSON, PLLC
575 S. Michigan Street
Seattle, WA 98108
(206) 275-1010

LAND TITLE 201403250114
Appointment of Trustee Rec Fee: \$ 14.00
03/25/2014 11:03 AM Page: 1 of 1
Waller Washington, Kitsap Co Auditor

Appointment of Successor Trustee

E-251331

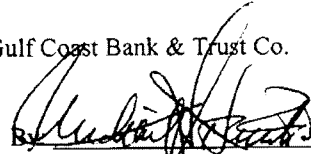
Fingarson and Associates, LLC, a Washington limited liability company as to Parcel A and Melvin H. Fingarson, Jr. and Judith K. Fingarson, husband and wife, as to Parcel B, are the Grantors, Stewart Title of Kitsap County is the original trustee, and Westsound Bank is the original beneficiary under that certain Deed of Trust dated April 6, 2006 and recorded on April 11, 2006 under Auditor's File Number 200604110149, records of Kitsap County, Washington. The beneficial interest is now held by Gulf Coast Bank & Trust Co. following closure of Westsound Bank by the Washington Department of Financial Institutions and the appointment of the Federal Deposit Insurance Corporation ("FDIC") as receiver, and transfer of the loan by the FDIC, as receiver, to Gulf Coast Bank & Trust Co. pursuant to that certain Assignment of Real Estate Deed of Trust recorded on 3/25/14, under Auditor's File Number * records of Kitsap County, Washington.

Gulf Coast Bank & Trust Co., the present beneficiary under such deed of trust, hereby appoints Rainier Foreclosure Services, Inc., whose address is %Schweet Linde & Coulson, PLLC, 575 S. Michigan Street, Seattle, WA 98108, as successor trustee under such deed of trust, it to have all the powers of said original trustee, effective immediately.

*201403250031

Date: 3-19-14

Gulf Coast Bank & Trust Co.

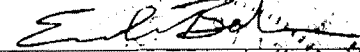


Name: Michael J. Paternostro
Title: Vice President

STATE OF LOUISIANA)
) ss.
~~PARISH~~)
COUNTY OF ORLEANS)
~~PARISH~~

On this 19th day of MARCH, 2014, before me, the undersigned, a Notary Public in and for the State of Louisiana, duly commissioned and sworn, personally appeared Michael J. Paternostro, who is personally known to me and in his capacity as Vice President of Gulf Coast Bank & Trust Co., acknowledged to me that pursuant to proper authority of such company, he executed the foregoing on behalf of such company.

Witness my hand and official seal hereto affixed the day and year first above written.


Print Name: EMILE BABIN
Notary Public in and for the State of Louisiana
My appointment expires on LIFE

