

Skamania County, WA
Total: \$336.50 Pgs=9
ASGN AGLS
Request of: COLUMBIA GORGE TITLE- SKAMANIA
eRecorded by: Simplifile

2019-002453

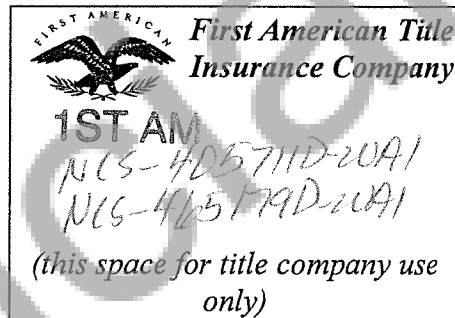
12/12/2019 02:28 PM

AFTER RECORDING MAIL TO:

Name: MetLife Investment Management, LLC
Address: 10801 Mastin Blvd., Suite 700
City/State: Overland Park, Kansas 66210
Attn: LMG Director

Document Title(s): (or transactions contained therein)

1. ASSIGNMENT OF DEEDS OF TRUST, SECURITY AGREEMENTS, ASSIGNMENTS OF LEASES AND RENTS, FINANCING STATEMENTS AND FIXTURE FILINGS AND OTHER LOAN DOCUMENTS



Reference Number(s) of Documents assigned:

Lewis County: 3333844, 3333845, 3333846 and 3344474, 3344475, 3344476 and 3355595 and 3427730, 3427731, 3427732 and 3444494, 3444495, 3444496 and 3461316, 3461317 and 3461318; Skamania County: 2009173907, 2010175386, 2015000446, 2016000429 and 2017000386; Mason County: 1946484, 1956673, 1967696, 2037703, 2053351 and 2070157; Thurston County: 4110959, 4110960, 4110961, 4110962, 4148681, 4434847, 4490207 and 4550900; Pacific County: 3122028, 3122029, 3122030, 3122031, 3122032, 3125939, 3125940, 3125941, 3125942, 3125943, 3157718, 3164492 and 3170922, 3170923, 3170924 and 3170925; Grays Harbor County: 2009-09160032, 2010-05030043, 2010-11220002, 2015-03130059, 2016-03070039 and 2017-02230037.

Pacific County: 3125944, 3125945, 3125946, 3125947, 3125948, 3157720, 3164493, 3170929, 3170928, 3170927 and 3170926; Grays Harbor County: 2010-05030044, 2015-03130061, 2016-03070040 and 2017-02230038

Grantor(s): (Last name first, then first name and initials)

1. METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

Grantee(s): (Last name first, then first name and initials)

1. METLIFE REAL ESTATE LENDING LLC, a Delaware limited liability company

NOTE: *The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.*

I AM REQUESTING AN EMERGENCY NONSTANDARD RECORDING FOR AN ADDITIONAL FEE 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

This instrument is executed in multiple counterparts for simultaneous recording in Lewis, Skamania, Mason, Thurston, Pacific and Grays Harbor Counties.

Loan Nos. 193387, 193957, 197555, 197383, 197384, 198136 and 198811

**ASSIGNMENT OF DEEDS OF TRUST, SECURITY AGREEMENTS,
ASSIGNMENTS OF LEASES AND RENTS, FINANCING STATEMENTS AND
FIXTURE FILINGS AND OTHER LOAN DOCUMENTS**

Recitals

WHEREAS, as set forth in greater detail in that certain Loan Agreement (the "**Original Loan Agreement**") dated as of September 15, 2009 between Metropolitan Life Insurance Company, a New York corporation ("**Original Lender**" or "**Assignor**"), and Port Blakely Tree Farms (Limited Partnership), a Washington limited partnership ("**Borrower**"), as amended by that certain Amended and Restated Loan Agreement dated as of May 3, 2010, and as further amended by that certain First Amendment of Amended and Restated Loan Agreement dated March 12, 2015, and as further amended by that certain Second Amendment of Amended and Restated Loan Agreement dated March 4, 2016, and as further amended by that certain Third Amendment of Amended and Restated Loan Agreement dated February 22, 2017 (the Original Loan Agreement, as so amended, the "**Loan Agreement**"), beginning on September 15, 2009, Original Lender made a series of loans to Borrower bearing the following loan numbers: (1) Loan No. 193387 (the "**Tranche A Loan**"); (2) Loan No. 197555 (the "**Tranche B Loan**"); (3) Loan No. 193957 (the "**Tranche C Loan**"); (4) Loan No. 197383 (the "**Tranche D Loan**"); (5) Loan No. 197384 (the "**Tranche E Loan**"); (6) Loan No. 198136 (the "**Tranche F Loan**"); and (7) Loan No. 198811 (the "**Tranche G Loan**", together with the Tranche A Loan, the Tranche B Loan, the Tranche C Loan, the Tranche D Loan, the Tranche E Loan and the Tranche F Loan, collectively, the "**Loans**");

WHEREAS, the Tranche A Loan is evidenced by that certain Promissory Note dated September 15, 2009 in the original principal amount of \$90,000,000.00 executed by Borrower and made payable to the order of MetLife (the "**Tranche A Note**"); the Tranche B Loan is evidenced by that Amended and Restated Promissory Note dated March 12, 2015 in the original principal amount of \$52,000,000.00 executed by Borrower and made payable to the order of MetLife (the "**Tranche B Note**"); the Tranche C Loan is evidenced by that Promissory Note dated May 3, 2010 in the original principal amount of \$30,000,000.00 executed by Borrower and made payable to the order of MetLife (the "**Tranche C Note**"); the Tranche D Loan is evidenced by that Promissory Note dated March 12, 2015 in the original principal amount of \$12,000,000.00 executed by Borrower and made payable to the order of MetLife (the "**Tranche D Note**"); the Tranche E Loan is evidenced by that Promissory Note dated March 12, 2015 in the original principal amount of \$6,500,000.00 executed by Borrower and made payable to the order of MetLife (the "**Tranche E Note**"); the Tranche F Loan is evidenced by that Promissory Note dated March 4, 2016 in the principal amount of \$17,000,000.00 executed by Borrower and made payable to the order of MetLife (the "**Tranche F Note**"); and the Tranche G Loan is evidenced by that Promissory Note dated February 22, 2017 in the principal amount of \$34,000,000.00 executed by Borrower and made payable to the order of MetLife (the

“Tranche G Note”, together with the Tranche A Note, the Tranche B Note, the Tranche C Note, the Tranche D Note, the Tranche E Note, and the Tranche F Note, collectively, the *“Notes”*);

WHEREAS, the Loans are secured by the following: (1) those certain Deeds of Trust, Security Agreements, Assignments of Leases and Rents, Financing Statements and Fixture Filings executed by Borrower in favor of Original Lender, dated September 15, 2009 (the *“Original Deed of Trust for the Initial Premises and Diamond Premises”*), as amended, which said recording information is set forth on Exhibit A-1 attached hereto and made a part hereof (the Original Deed of Trust for the Initial Premises and Diamond Premises, as amended, the *“Deed of Trust for the Initial Premises and Diamond Premises”*); and (2) those certain Deeds of Trust, Security Agreements, Assignments of Leases and Rents, Financing Statements and Fixture Filings executed by Borrower in favor of Original Lender, dated May 3, 2010 (the *“Original Deed of Trust for the Additional Premises”*), as amended, which said recording information is set forth on Exhibit A-2 attached hereto and made a part hereof (the Original Deed of Trust for the Additional Premises, as amended, the *“Deed of Trust for the Additional Premises”*, together with the Deed of Trust for the Initial Premises and Diamond Premises, together with any amendments, renewals, extensions, modifications or partial releases of either or both of said deeds of trust, the *“Security Instruments”*); and

WHEREAS, Assignor now desires to assign to MetLife Real Estate Lending LLC all of its right, title and interest in and to the Loans, the Notes, the Security Instruments, and all other ancillary loan documents to the Loans.

NOW THEREFORE, FOR VALUE RECEIVED, Assignor hereby assigns and transfers to METLIFE REAL ESTATE LENDING LLC, a Delaware limited liability company, and its successors and permitted assigns (*“Assignee”*), without recourse, representations or warranties of any kind, the Assignor’s interest in and to the Security Instruments, which encumber that real property located in the respective Counties in Washington as more fully described in the Security Instruments, less and except those tracts which have been released; and further assigns and transfers to Assignee, without recourse, representations or warranties of any kind, the Assignor’s right, title and interest in all of the debt, loans, and obligations secured by such: (1) Tranche A Loan; (2) Tranche B Loan; (3) Tranche C Loan; (4) Tranche D Loan; (5) Tranche E Loan; (6) Tranche F Loan; and (7) Tranche G Loan; and further assigns and transfers to Assignee, without recourse, representations or warranties of any kind, the Assignor’s right, title and interest in all of the loan documents and to such other documents listed on Exhibit B (the *“Other Loan Documents”*), attached hereto and made a part hereof.

[signature and acknowledgment page follows]

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deeds of Trust, Security Agreements, Assignments of Leases and Rents, Financing Statements and Fixture Filings and Other Loan Documents dated as of the ____ day of December, 2019.

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By: MetLife Investment Management, LLC,
its investment manager

By: [Signature]
Name: David H. Granoff
Its: Authorized Signatory and Director

Address of Assignee:

MetLife Real Estate Lending LLC
c/o MetLife Investment Management, LLC
10801 Mastin Blvd., Suite 700
Overland Park, Kansas 66210
Attn: LMG Director

STATE OF KANSAS
COUNTY OF JOHNSON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared David H. Granoff, with whom I am personally acquainted, and who, acknowledged himself to be an Authorized Signatory and Director of MetLife Investment Management, LLC, a Delaware limited liability company, the investment manager of Metropolitan Life Insurance Company, a New York corporation, and that he, on behalf of such limited liability company as investment manager of such corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of MetLife Investment Management, LLC the investment manager of Metropolitan Life Insurance Company, a New York corporation, by himself as Authorized Signatory and Director of such limited liability company as investment manager of such corporation.

Witness my hand and seal at office this 9th day of December, 2019.

Name: Darla S. Feltner
Notary Public Darla S. Feltner
My Commission Expires: 2/18/20

[Seal]

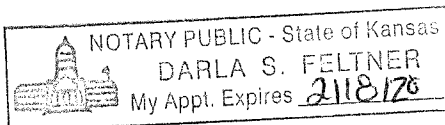


EXHIBIT A-1

**Recording Information for Deed of Trust
for the Initial Premises and Diamond Premises, as Amended**

Lewis County: 3333844, 3333845, 3333846 and 3344474, 3344475, 3344476 and 3355595 and 3427730, 3427731, 3427732 and 3444494, 3444495, 3444496 and 3461316, 3461317 and 3461318

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Thurston County: 4110959, 4110960, 4110961, 4110962, 4148681, 4434847, 4490207 and 4550900

Pacific County: 3122028, 3122029, 3122030, 3122031, 3122032, 3125939, 3125940, 3125941, 3125942, 3125943, 3157718, 3164492 and 3170922, 3170923, 3170924 and 3170925

Grays Harbor County: 2009-09160032, 2010-05030043, 2010-11220002, 2015-03130059, 2016-03070039 and 2017-02230037

EXHIBIT A-2

**Recording Information for Deed of Trust
for the Additional Premises, as Amended**

Pacific County: 3125944, 3125945, 3125946, 3125947, 3125948, 3157720, 3164493, 3170929, 3170928, 3170927 and 3170926

Grays Harbor County: 2010-05030044, 2015-03130061, 2016-03070040 and 2017-02230038

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Exhibit B

Other Loan Documents

1. Tranche A Note
2. Tranche B Note
3. Tranche C Note
4. Tranche D Note
5. Tranche E Note
6. Tranche F Note
7. Tranche G Note
8. The Loan Agreement
9. The First Amended and Restated Intercreditor Agreement by and among Northwest Farm Credit Services, PCA, Northwest Farm Credit Services, FLCA, and MetLife dated December 14, 2018
10. The Amended and Restated Unsecured Environmental Indemnity and Agreement executed by Borrower in favor of MetLife dated May 3, 2010, as may have been amended, restated or modified from time to time
11. The Amended and Restated Assignment of Timber Contracts executed by Borrower in favor of MetLife dated May 3, 2010, as may have been amended, restated or modified from time to time
12. Policy of Title Insurance No. NCS-405711-WA1 issued by First American Title Insurance Company and effective September 18, 2009 at 7:30 a.m. including all endorsements thereto
13. Policy of Title Insurance No. NCS-465179-WA1(GH) issued by First American Title Insurance Company and effective December 22, 2010 at 9:17 a.m. including all endorsements thereto
14. Policy of Title Insurance No. NCS-465179-WA1(L) issued by First American Title Insurance Company and effective December 22, 2010 at 11:41 a.m. including all endorsements thereto

15. Policy of Title Insurance No. NCS-465179-WA1(M) issued by First American Title Insurance Company and effective December 22, 2010 at 11:11 a.m. including all endorsements thereto
16. Any and all other documents, instruments and agreements, evidencing or securing the obligation of the Note (as defined in the Security Instrument) or otherwise related to the Security Instrument or the loan secured thereby, including, but not limited to any policies of title insurance not listed above including all endorsements thereto
17. All other "Loan Documents," as that term is defined in the Loan Agreement

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RECORDING REQUESTED BY:

Andrew B. Freeman, Esq.
Adams and Reese LLP
11 N. Water Street, Suite 23200
Mobile, AL 36602

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