Skamania County, WA Total:\$207.50 AGLS

2021-002705

08/04/2021 12:25 PM

Request of: COLUMBIA GORGE TITLE

RETURN TO CORVEL, LLC CARE OF TOM GARBARINO 101 EAST 8TH STREET SUITE 210 VANCOUVER, WA 98660 00009907202100027050059

GRANTOR: NYLUND, INC. GRANTEE: CORYEL, LLC

PROPERTY ID 00-05-32-3-0-1000-00

PROPERTY ADDRESS: 10282 WASHOUGAL RIVER RD.

WASHOUGAL WA 98671

FULL LEGAL DESCRIPTION IN EXHIBIT A

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS **DATED 7/30/21** BETWEEN

CORVEL, LLC (HEREINAFTER "GRANTEE" A WASHINGTON STATE LLC) WHOSE MAILING ADDRESS IS

101 EAST 8 STREET SUITE 210 VANCOUVER, WA 98660, GRANTOR HAS EXECUTED AND DELIVERED TO GRANTEE THAT CERTAIN PROMISSORY NOTE DATED 8/30/21 IN THE ORIGINAL AMOUNT OF \$200,000.00 AND

WHEREAS, GRANTOR IS OR WILL BE ENTITLED TO RECEIVE PERIODIC RENTAL PAYMENTS FOR THAT PROPERTY OF WHICH GRANTOR IS THE LANDLORD AND

WHEREAS, GRANTOR DESIRED TO ASSIGN TO GRANTEE THE RENTAL PAYMENTS FOR APPLICATION TO THE UNPAID BALANCE OF THE NOTE AND ALL RENEWALS, MODIFICATIONS AND EXTENSIONS THEREOF, AND ALL OTHER INDEBTEDNESS OF GRANTOR TO GRANTEE

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF

WHICH IS HEREBY ACKNOWLEDGED, GRANTOR AND GRANTEE AGREE AS FOLLOWS:

- Grantor hereby assigns to GRANTEE all of Grantor's right, title and interest in the rental payments. Grantor hereby grants to GRANTEE the right to enforce, at the sole discretion of GRANTEE all of Grantor's rights under the lease.
- 2. On or before the fist banking day after GRANTEE receives each rental payment, GRANTEE will apply said rental payment to reduce the unpaid balance of the Note and the other obligations in such manner as GRANTEE deems fit in its sole discretion. If Tenant makes the Rental Payment by check, GRANTEE will provisionally apply such payment until there is a final payment of Tenant's check. When there is a final payment of Tenant's check, the provisional application will become a final payment. It is expressly agreed that Grantor's Note and obligations shall not be reduced or credited until such time as GRANTEE receives each final rental payment. Grantor's duties to GRANTEE under the Note and Obligations shall not be excused or modified is Tenant(s) fails or refuses to make a payment.
- 3. Nothing herein shall constitute or be construed as a delegation to GRANTEE of Grantor's duties under the Lease. Grantor shall have the option but not the duty to enforce Tenant's obligation to pay Rental Payments. Further, GRANTEE shall have no obligation to Tenant whatsoever other than to accept each Rental Payment. After the unpaid balance of the Note and any renewals, modification, or

- extension thereof, and after the repayment of all other Obligations and debts of Grantor to GRANTEE.
- 4. GRANTEE agrees to assign back to the Grantor all the Grantee's rights created hereby within 10 days for receipt by Grantor of such written request upon payment in full.
- 5. In the event Tenant breaches the Lease, and GRANTEE exercises its option hereunder to sue to enforce the Lease, Grantor agrees to reimburse GRANTEE for all of GRANTEE's costs and reasonable attorney fees incurred in connection with enforcing the Lease. Such costs and attorney fees may be paid by GRANTEE from Rental Payments.
- 6. Grantor agrees to instruct Tenant to pay the Rental payments directly to GRANTEE.
- 7. This Assignment shall be binding upon and shall inure to the benefit of the parties send their respective successors, assigns, heirs and personal representatives.
- 8. Grantor's consent to allowing Tenant to make one or more Rental Payments to GRANTEE is not and shall not be deemed to be a waiver of GRANTEE's right to directly receive all other rental payments.

NYLUND, INC. AS GRANTOR,

ROD NYLUND, PRESIDENT

ROD NYLUND. AS PERSONAL

GUARANTOR

DATE

EXHIBIT "A" ATTACHMENT A (LEGAL DESCRIPTION)



EXHIBIT A

Order No.: 622-149663

For APN/Parcel ID(s): 02053230100000

The Northwesterly 136.5 feet of Lot 46 of WASHOUGAL RIVERSIDE TRACTS according to the official plat thereof on file and recorded at page 80 of Book 'A' of Plats, records of Skamania County, State of Washington, described as follows:

Beginning at the most Northerly corner of said Lot 46, thence South 48° 04' West 200 feet to the Westerly corner of said Lot; thence South 41° 56' East along the Westerly line of said Lot 136.5 feet; thence North 48° 04' East 200 feet the intersection with the Easterly line of said Lot; thence 41° 56' West

along said Easterly line 136.5 feet to the point of beginning.