

Assignment of Common Interest Community Association Dues and Assessments

(Sample Only - Do Not Complete)

For and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, the _____
("Association") by and through its undersigned Board of Directors ("Board"), hereby sells, assigns and transfers to Alaska Housing Finance Corporation (AHFC), as assignee, all of the Association's rights to collect the Association's dues and assessments levied by the Association on its members or their condominium units.

This assignment is made to secure a loan made by AHFC to the Association in the amount of \$_____, and the amount collected under this assignment shall not exceed the principal sum owing on the loan at the time that AHFC exercises its rights hereunder, plus interest, costs and attorney's fees, accrued or incurred as of that date or thereafter until the loan is paid in full.

Further, any future advances made by AHFC to the Association, or by any successor in interest of AHFC, are specifically agreed by the parties to be also secured by this assignment. Unless subsequently agreed otherwise in writing by the parties, this assignment will secure such future advances whether or not they are of the same type or character as the loan secured by this assignment, or whether or not the future advances are separately secured.

As long as payments made on this loan remain current, the Association may continue to collect dues and assessments. However, if payment on the loan becomes delinquent, AHFC may, without notice to the Association, give notice to all unit owners that their dues are thenceforth to be paid to AHFC or its designated agent. The Board covenants and warrants that it shall do nothing to defeat, hinder or delay the exercise by AHFC, its agents or its successors-in-interests of its rights under this assignment, and that it will remit to AHFC all dues or assessments collected by the Board or Association after AHFC's exercise of its rights under this assignment.

The Board warrants that this assignment is rightful and that there has been and will be no prior, conflicting or subsequent assignment of the right to collect dues and assessments, that the Association is the only entity entitled to collect these dues and assessments or to make an assignment of them, and that this assignment is not a preference or in fraud of the Association's other creditors. The Board further warrants that this assignment is proper under the Condominium Association's membership at a properly convened meeting and approved by the number of unit owners required by statute, declaration or bylaws, and that the Board is duly elected and duly authorized to execute this assignment.

If at any time any warranty, representation or statement made herein by the Board is untrue, or if the Board or Association should fail to perform any act or observe any term hereof, or if there should be any default in payment on the loan secured by this assignment, or if AHFC should at any time reasonably deem any of its security for the loan secured by this

assignment to be jeopardized, then all liabilities secured hereby shall become immediately due and payable, and AHFC may, in addition to any other rights and remedies it may have, immediately and without demand or notice exercise any and all rights and remedies granted to a secured party under the Uniform Commercial Code or other law. The Association agrees to pay AHFC's expenses, included legal expenses, incurred or paid by AHFC in protecting or enforcing its rights under this assignment. In addition to the events of default described above, the Association will be in default for failure to perform any provision of this assignment, any other document securing the indebtedness secured by this assignment, and any document evidencing that indebtedness.

AHFC may subsequently transfer all its rights under this agreement, and the Association hereby waives as against such subsequent transferee all defenses, counterclaims or setoffs, which the Association may claim against AHFC.

IN WITNESS WHEREOF, the Board has executed this assignment this _____ day of _____, _____.

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

SAMPLE ONLY - DO NOT COMPLETE

