

Adjustable Rate  
SHORT FORM

800/ Loan No. B-162237-2

8702180035

DEED OF TRUST

H-75888

THIS DEED OF TRUST is made this 12th day of February, 1987  
BETWEEN Piazza Construction, Inc., a Washington corporation  
as Grantor,  
whose address is 2222 Riverside Drive, Mt. Vernon, WA 98273  
and Ticor Title Insurance Company as Trustee,  
whose address is P.O. Box 159, Mount Vernon, WA 98273  
and Seattle-First National Bank, a national banking association as Beneficiary,  
whose address is P.O. Box C-34103, Seattle, WA 98124-1103

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, all Grantor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following described property in Skaquit County, Washington, (the "Property" which term shall include all or any part of the Property, any improvements thereon and all the property described in Section 1 of the Master Form Deed of Trust hereinafter referred to):

See Schedule "A" attached hereto and by this reference made a part hereof for legal description.

FILED FOR RECORD AT  
REQUEST OF:  
TICOR TITLE INSURANCE  
2221 Riverside Drive, Mount Vernon, WA

which has the address of 2222 Riverside Drive, Mt. Vernon, WA 98273  
(Street) (City) (State and Zip Code)

TOGETHER WITH all the tenements, hereditments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, leases and other agreements for use and occupancy pertaining thereto, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

This Deed of Trust shall constitute a security agreement under the Uniform Commercial Code of Washington between Grantor as debtor and Beneficiary as secured party. Grantor grants a security interest to Beneficiary in any of the Property which is personal property and also grants a security interest in the property described in Section 2 of the Master Form Deed of Trust hereinafter referred to now owned or hereafter acquired by Grantor (the Property, as defined above, and the property described in said Section 2 are hereafter collectively referred to as the "Collateral").

THIS DEED IS FOR THE PURPOSE OF SECURING the following:

(a) Payment of the sum of One Million Two Hundred Fifty Thousand and 00/100 DOLLARS (\$ 1,250,000.00) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor (the "Note" which term shall include all notes evidencing the indebtedness secured by this Deed of Trust including all renewals, modifications or extensions thereof);

(b) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Deed of Trust or (2) the advance, including costs and expenses incurred by Beneficiary, is made pursuant to this Deed of Trust or any other documents executed by Grantor evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Deed of Trust (this Deed of Trust, the Note and such other documents, including any construction or other loan agreement, are hereafter collectively referred to as the "Loan Documents") together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing;

(c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, including without limitation the loan agreement or commitment dated November 7, 1986 and assignment of leases and/or rents of even date herewith, which are incorporated herein by reference, or contained herein.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 54 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provision. The Master Form Deed of Trust above referred to was recorded on the thirtieth (30th) day of August, 1985, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams	120	17-21	206340	Lewis	314	606-610	937509
Asotin			167051	Lincoln	42	806-810	372376
Benton	465	294	85-11398	Mason	Reel 345	Frame 582-585	444094
Chelan	847	838-842	8508300026	Ckanogan	Reel 59	1517-1521	722280
Cllallam	714	398-402	570081	Pacific	8508	789-793	70747
Clark		0253-0257	85-08300099	Pend Oreille	64	851-855	187595
Columbia	Drawer 2D	Frame 509-513	H274	Pierce	278	1973-1977	8508300285

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COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Cowlitz	990	1006-1010	850830016	San Juan	139	348-352	85136396
Douglas	M180	106-110	232719	Skagit	615	472-476	8508300002
Ferry	MF	OR Page	199911	Skamania	61	824-828	99847
Franklin			440460	Snohomish	1919	1279-1283	8508300204
Garfield			85281	Spokane	770	673-677	8508300040
Grant	523	319-323	776217	Stevens	099	1087-1091	549029
Grays Harbor		16630-16634	850903069	Thurston	1356	458-462	8508300022
Island	537	2715-2719	85009599	Wahkiakum	064	0270-0274	36664
Jefferson	207	437-441	296870	Walla Walla	152	693-697	8506039
King			8508300929	Whatcom	851	1315-1319	1515392
Kitsap	Reel 351	FR 1640-1644	8508300073	Whitman			508970
Kittitas	233	108-112	490251	Yakima	1167	1209-1213	2742890
Klickitat	135	934-938	199118				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties further agree that all provisions of Paragraphs one, two, three and thirty-four

of the Supplemental Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes all of said provisions. The Supplemental Master Form Deed of the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Supplemental Master Form Deed of Trust above referred to was recorded on the thirtieth (30th) day of August, 1985, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams	120	22-25	206341	Lewis	314	611-614	937510
Asotin			167052	Lincoln	42	811-814	372377
Benton	465	295	85-11399	Mason	Reel 345	586-589	444095
Chelan	847	843-846	8508300027	Okangon	Reel 59	1522-1525	722281
Clallam	714	403-406	570082	Pacific	8508	794-797	70748
Clark		0258-0261	85-08300100	Pend Oreille	64	856-859	187596
Columbia	Drawer 2D	Frame 514-517	H275	Pierce	278	1978-1981	8508300285
Cowlitz	990	1011-1014	850830016-A	San Juan	139	353-355	85136397
Douglas	M180	102-105	232718	Skagit	615	477-480	8508300003
Ferry	MF	OR Page	199912	Skamania	61	829-832	99848
Franklin			440461	Snohomish	1919	1275-1278	8508300203
Garfield			85282	Spokane	770	678-681	8508300041
Grant	523	324-327	776217	Stevens	099	1092-1095	549030
Grays Harbor		16635-16638	850903070	Thurston	1356	463-466	8508300023
Island	537	2711-2714	85009598	Wahkiakum	064	0275-0278	36665
Jefferson	207	442-445	296871	Walla Walla	152	698-701	8506040
King			8508300930	Whatcom	851	1320-1323	1515393
Kitsap	Reel 351	FR 1636-1638	8508300072	Whitman			508971
Kittitas	233	113-116	490252	Yakima	1167	1214-1217	2742891
Klickitat	135	939-942	199119				

A copy of such Supplemental Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Supplemental Master Form Deed of Trust.

The Property which is the subject of this Deed of Trust is not used principally or primarily for agriculture or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

Paragraph 47(a) of the Master Form Deed of Trust is hereby deleted.

WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

Piazza Construction, Inc., a  
Washington corporation

By:   
John J. Piazza, Its President

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On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_

to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

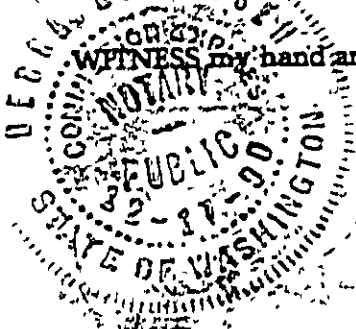
Notary Public in and for the State of  
Washington residing at \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this 18 day of February, A.D., 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared JOHN J. PIAZZA

\_\_\_\_\_ to me known to be the \_\_\_\_\_  
President and \_\_\_\_\_ ~~Secretary~~ \_\_\_\_\_, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath each stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.  
Delia Lee Eisen  
Notary Public in and for the State of  
Washington residing at La Conner  
My Commission Expires: 12-17-90

REQUEST FOR FULL RECONVEYANCE  
To be used only when all obligations have been paid under the note  
and this deed of trust.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said Note abovementioned and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_, 19\_\_\_\_

Mail reconveyance to \_\_\_\_\_

RECEIVED  
JERRY MCINTURFF  
SKAGIT  
FEB 18 P 1:21  
REQUEST

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SCHEDULE "A"

Rider to Deed of Trust dated February 12, 1987, by and among Piazza Construction, Inc., a Washington corporation, as Grantor; Ticor Title Insurance Company, as Trustee; and Seattle-First National Bank, a national banking association, as Beneficiary.

Legal Description:

PARCEL A

TRACTS 1 AND 2 OF SHORT PLAT NO. MV 11-84, APPROVED OCTOBER 23, 1984 AND RECORDED OCTOBER 25, 1984 IN VOLUME 6 OF SHORT PLATS, AT PAGE 186, UNDER AUDITOR'S FILE NO. 8410250011, RECORDS OF SKAGIT COUNTY, WASHINGTON.

(BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.)

PARCEL B

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE JOHNSON ROAD AS CONVEYED TO THE CITY OF MOUNT VERNON BY DEED DATED JULY 3, 1959 AND RECORDED JULY 10, 1959, UNDER AUDITOR'S FILE NO. 582951, IN VOLUME 303 OF DEEDS AT PAGE 379, NORTH 89°37'48" WEST 550 FEET FROM THE NORTHWEST CORNER OF LOT 6, "JOHNSON'S ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 27, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID POINT BEING THE NORTHWEST CORNER OF THOSE PREMISES CONVEYED TO HIGHLAND-PACIFIC DAIRY, INC., A CORPORATION, BY DEED DATED JULY 21, 1959, FILED AUGUST 7, 1959, UNDER AUDITOR'S FILE NO. 584116 AND RECORDED IN VOLUME 304 OF DEEDS AT PAGE 76; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID JOHNSON ROAD NORTH 89°37'48" WEST TO THE EAST LINE OF THE OLD PACIFIC HIGHWAY; THENCE SOUTH, WEST AND SOUTH ALONG THE EASTERLY LINE OF THE OLD PACIFIC HIGHWAY 159.85 FEET, MORE OR LESS, TO A POINT THAT IS 758.44 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE EAST 200 FEET, MORE OR LESS, TO A POINT SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH 159.85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.