

THIS SECURITY INSTRUMENT IS FOR THE PURPOSE OF SECURING the following:

(a) Payment of the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100S DOLLARS
 (\$250,000.00), with interest thereon according to the terms of a promissory note of even date herewith, payable to Lender or order and made by Borrower (the "Note", which term shall include all notes evidencing the indebtedness secured by this Security Instrument, including all renewals, modifications or extensions thereof);

b) Payment of any further sums advanced or loaned by Lender to Borrower, 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 Security Instrument, or (2) the advance, including costs and expenses incurred by Lender, is made pursuant to this Security Instrument or any other documents executed by Borrower evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Security Instrument (this Security Instrument, the Note and such other documents, including any construction loan, land loan or other loan agreement, are hereinafter 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 of even date herewith, which are incorporated herein by reference or contained herein.

THE MATURITY DATE OF THESE SECURED OBLIGATIONS, AS CONTAINED IN THE LOAN DOCUMENTS, INCLUDING THE NOTE, IS December 28th, 2001.

By executing and delivering this Security Instrument and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 69 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 Borrower hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the dates below shown, in the Official Records of the offices of the County Auditors or County Recorders of the following counties in the State of Washington according to the enumerated recordation designations appearing below after the name of each county, to wit:

COUNTY	DRAWER, REEL, BOOK OR VOLUME	FRAME OR PAGE NO(S.)	RECORDING OR AUDITOR'S FILE NO.	DATE OF RECORDING
ADAMS	229	260-271	239483	October 12, 1995
ASOTIN			217406	October 11, 1995
BENTON	636	65-76	95-23049	October 12, 1995
CHELAN	1052	1633-1644	9510120008	October 11, 1995
CLALLAM	1111	694-705	729425	October 11, 1995
CLARK			9510110089	October 11, 1995
COLUMBIA	3D	712-723	8601	October 11, 1995
COWLITZ	1213	0637-0648	951012074	October 12, 1995
DOUGLAS	M444	09-20	307858	October 12, 1995
FERRY	[M.F. of O.R.]		232892	October 11, 1995
FRANKLIN	0377	0564-0575	524669	October 11, 1995
GARFIELD			3317	October 11, 1995
GRANT	068	1954-1965	951012004	October 11, 1995
GRAYS HARBOR	95	33136-33147	951012026	October 11, 1995
ISLAND	696	1410-1421	95016396	October 11, 1995
JEFFERSON	537	328-339	385505	October 11, 1995
KING			9510100421	October 10, 1995
KITSAP	0879	2392-2403	9510130066	October 13, 1995
KITTITAS	370	717	586108	October 11, 1995
KLICKITAT	327	218	249676	October 11, 1995
LEWIS	672	350-361	9514582	October 11, 1995
LINCOLN	65	003034-003045	400875	October 11, 1995
MASON	688	144-155	615408	October 11, 1995
OKANOGAN	137	1089-1100	833848	October 11, 1995
PACIFIC	9510	559-570	62332	October 11, 1995
PEND ORIELLE	121	1099-1110	230779	October 12, 1995
PIERCE	1163	2511-2522	9510110478	October 11, 1995
SAN JUAN	525	230-241	95101201	October 12, 1995
SKAGIT	1483	0372-0383	9510110046	October 11, 1995
SKAMANIA	152	860-871	123494	October 11, 1995
SNOHOMISH	3081	1623-1634	9510110189	October 11, 1995
SPOKANE	1781	1737-1748	9510110230	October 11, 1995
STEVENS	193	2376-2387	9510157	October 11, 1995
THURSTON	2464	702-713	9510110097	October 11, 1995
WAHIAKUM	104	0579-0590	45447	October 12, 1995
WALLA WALLA	234	1593-1604	9509789	October 11, 1995
WHATCOM	465	1133-1144	951011197	October 11, 1995
WHITMAN			Microfilm No. 580488	October 11, 1995
YAKIMA	1494	1819-1830	3110734	October 11, 1995

(Part of ...)

LO20-T (WA)



199912290153

Kathy Hill, Skagit County Auditor

A copy of such Master Form Deed of Trust has been furnished to the person executing this Security Instrument, and by executing this Security Instrument the Borrower acknowledges having received such Master Form Deed of Trust.

The Property which is the subject of this Security Instrument is not used principally or primarily for agricultural or farming purposes.

The undersigned Borrower requests that a copy of any Notice of Default and of any Notice of Sale hereunder, as required by Washington law in case of non-judicial foreclosure of a deed of trust, be mailed to Borrower at Borrower's address as hereinabove set forth.

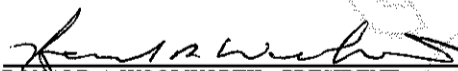
Borrower agrees to obtain all insurance required from time to time by Lender and as elsewhere provided in the Loan Documents, including flood insurance. If Borrower fails to maintain such insurance satisfactory to the Lender, Lender may make the payment on behalf of the Borrower and any sums expended shall be added to principal and bear interest at the rate provided in the Note.

If the box preceding any of the following statements contains an "X", that statement is a part of this Security Instrument. If the box is not so checked, the corresponding statement is not part of this Security Instrument.

- Paragraph 49 of the Master Form Deed of Trust (which refers to the existence, if any, of an adjustable rate feature in the Note) is hereby deleted.
- The Note secured hereby evidences a construction loan or land loan but is not a combination Note. Paragraph 53 of the Master Form Deed of Trust is hereby deleted.
- The Note secured hereby is a combination construction loan/permanent loan Note. Refer to paragraph 53 of the Master Form Deed of Trust.
- The Property or a part thereof is a Condominium. Refer to paragraph 50 of the Master Form Deed of Trust.
- A fee owner and a leasehold owner of the Property, or a portion thereof, have executed this Security Instrument. Refer to paragraph 51 of the Master Form Deed of Trust
- The Property or a part thereof is a leasehold estate. Refer to paragraph 52 of the Master Form Deed of Trust.
- See also Schedule "A" of this Short Form Deed of Trust, attached hereto and incorporated herein by this reference.

WITNESS the hand(s) and seal(s) of the Borrower, and each of them if more than one, on the day and year first above written.

VINTAGE INVESTMENTS INC


RONALD A WOOLWORTH, PRESIDENT

(Over for notary acknowledgements)



STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or Stamp)

(Signature)

Notary Public in and for the State of _____ ,

residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that _____
RONALD A WOOLWORTH

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the _____
PRESIDENT

(Type of Authority, e.g., Officer, Trustee)

of _____
VINTAGE INVESTMENTS, INC

(Name of the Party on Behalf of Whom the Instrument was Executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-28-99

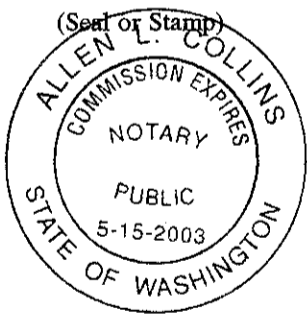
Allen L. Collins

(Signature)

Notary Public in and for the State of Washington ,

residing at Mount Vernon

My commission expires 05-15-2003



199912290153

Kathy Hill, Skagit County Auditor

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EXHIBIT "A" FOR DEED OF TRUST Dated December 28th, 1999
VINTAGE INVESTMENTS INC 013 207 228256-4

PARCEL A:

That portion of Government Lot 2, Section 22, Township 34 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the Alice K. Denny Tract as conveyed by deed recorded February 28, 1934, in Volume 164 of Deeds, page 36, records of Skagit County, Washington, which said point is 1,056 feet North and 709.5 feet West of the Southeast corner of said Lot 2;
thence North $12^{\circ}33'$ West a distance of 247 feet;
thence South $87^{\circ}17'$ West a distance of 500 feet, more or less, to the beach;
thence Southeasterly along the shore of Rosario Bay to the Southwest corner of the Alice K. Denny Tract as conveyed by deed recorded in Volume 165 of Deeds, page 101, records of Skagit County;
thence North $65^{\circ}42'$ East a distance of 125 feet, more or less, to the West line of the Denny Tract first above mentioned;
thence North a distance of 105.15 feet to the point of beginning.

PARCEL B:

That portion of Government Lot 2 in Section 22, Township 34 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of Parcel A as shown on Record of Survey recorded in Book 15 of Surveys, page 179;
thence South $12^{\circ}33'00''$ East a distance of 247.00 feet to the Southwest corner of said Parcel A;
thence North $90^{\circ}00'00''$ East along the South line of said Parcel A, a distance of 24.72 feet to a point of intersection with the Northerly extension of the remains of a fenceline lying South of this point;
thence North $13^{\circ}45'24''$ West a distance of 222 feet to a point of intersection with a fenceline as said fenceline existed on October 1, 1987, and as shown on that certain Record of Survey recorded in Book 8 of Surveys, page 117;
thence continue North $13^{\circ}45'24''$ West a distance of 17.21 feet to the Northeasterly line of the aforementioned Parcel A;
thence North $67^{\circ}51'44''$ West along said Northeasterly line a distance of 23.22 feet to the point of beginning.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -

