

RETURN ADDRESS:

U.S. Bank National Association
Commercial Loan Service West
P.O. Box 5308
Portland, OR 97228-5308



200006260141

Kathy Hill, Skagit County Auditor
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LAND TITLE COMPANY OF SKAGIT COUNTY

P-92118



MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 798-0608723809

Additional on page _____

Grantor(s):

1. ARMSTRONG BENSON I, L.L.C.

Grantee(s)/Assignee/Beneficiary:

U.S. Bank National Association, Beneficiary

U.S. BANK TRUST COMPANY, National Association, Trustee

Legal Description: Lot 18, Burl. Hill Business Park II.

Additional on page 2

Assessor's Tax Parcel ID#: 8017-000-018-0000

THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 16, 2000, BETWEEN ARMSTRONG BENSON I, L.L.C., a Washington Limited Liability Company (referred to below as "Grantor"), whose address is 258 N. HILL BLVD, BURLINGTON, WA 98233; and U.S. Bank National Association (referred to below as "Lender"), whose address is 121 West Holly Street, Bellingham, WA 98227.

MODIFICATION OF DEED OF TRUST
(Continued)

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated January 29, 2000 (the "Deed of Trust") recorded in Skagit County, State of Washington as follows:

Recorded January 24, 2000, Auditor's No. 200001240126 Skagit County

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in Skagit County, State of Washington:

Lot 18, Burlington Hill Business Park Phase II Binding Site Plan, approved October 15, 1997, recorded October 29, 1997 in Volume 13 of Short Plats, Pages 53 to 56, inclusive, under Auditor's File No. 9710290033 and being a portion of the Southwest 1/4 of Section 29, Township 35 North, Range 4 East, W.M. and a portion of the Northwest 1/4 of Section 32, Township 35 North, Range 4 East, W.M. Situate in the County of Skagit, State of Washington.

The Real Property or its address is commonly known as **258 N. HILL BLVD, BURLINGTON, WA 98233.**
The Real Property tax identification number is 8017-000-018-0000.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

THE DEFINITION OF THE WORD NOTE IS HEREBY DELETED AND REPLACE WITH THE FOLLOWING: THE WORD "NOTE" MEANS THE ORIGINAL SBA NOTE OR CREDIT AGREEMENT FROM ARMSTRONG BENSON, L.L.C. AND ARMSTRONG BENSON, INC. DBA GRAND CENTRAL COLLISION REPAIR TO LENDER DATED MARCH 16, 2000 IN THE PRINCIPAL AMOUNT OF \$581,000.00.

TO INCLUDED THE FOLLOWING SBA PROVISION PARAGRAPH:

THE LOAN SECURED BY THIS LIEN WAS MADE UNDER A UNITED STATES SMALL BUSINESS ADMINISTRATION (SBA) NATIONWIDE PROGRAM WHICH USES TAX DOLLARS TO ASSIST SMALL BUSINESS OWNERS. IF THE UNITED STATES IS SEEKING TO ENFORCE THIS DOCUMENT, THEN UNDER SBA REGULATIONS: A) WHEN SBA IS THE HOLDER OF THE NOTE, THIS DOCUMENT AND ALL DOCUMENTS EVIDENCING OR SECURING THIS LOAN WILL BE CONSTRUED IN ACCORDANCE WITH FEDERAL LAW. B) LENDER OR SBA MAY USE LOCAL OR STATE PROCEDURES FOR PURPOSES SUCH AS FILING PAPERS, RECORDING DOCUMENTS, GIVING NOTICE, FORECLOSING LIENS, AND OTHER PURPOSES. BY USING THESE PROCEDURES, SBA DOES NOT WAIVE ANY FEDERAL IMMUNITY FROM LOCAL OR STATE CONTROL, PENALTY, TAX OR LIABILITY. NO BORROWER OR GUARANTOR MAY CLAIM OR ASSERT AGAINST SBA ANY LOCAL OR STATE LAW TO DENY ANY OBLIGATION OF BORROWER, OR DEFEAT ANY CLAIM OF SBA WITH RESPECT TO THIS LOAN. ANY CLAUSE IN THIS DOCUMENT REQUIRING ARBITRATION IS NOT ENFORCEABLE WHEN SBA IS THE HOLDER OF THE NOTE SECURED BY THIS INSTRUMENT

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ARMSTRONG BENSON I, L.L.C.

By:

Russell A. Armstrong
Russell A. Armstrong, Manager

By:

Donald A. Benson
Donald A. Benson, Member

By:

Kimberly L. Armstrong
Kimberly L. Armstrong, Member

LENDER:

U.S. Bank National Association

By:

[Signature]
Authorized Officer



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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Whatcom)

On this 21st day of March, 2000, before me, the undersigned Notary Public, personally appeared Russell A. Armstrong, Manager of ARMSTRONG BENSON I, L.L.C., and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Ginger Davis Residing at Friendale
Notary Public in and for the State of Washington My commission expires 9-19-03

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Whatcom)

On this 21st day of March, 2000, before me, the undersigned Notary Public, personally appeared Kimberly L. Armstrong, Member of ARMSTRONG BENSON I, L.L.C., and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Ginger Davis Residing at Friendale
Notary Public in and for the State of Washington My commission expires 9-19-03

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Whatcom)

On this 21st day of March, 2000, before me, the undersigned Notary Public, personally appeared Donald A. Benson, Member of ARMSTRONG BENSON I, L.L.C., and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Ginger Davis Residing at Friendale
Notary Public in and for the State of Washington My commission expires 9-19-03



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LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Whatcom)

On this 21st day of March, 2000, before me, the undersigned Notary Public, personally appeared Scott P. Wallace, and personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Ginger Davis
Notary Public in and for the State of Washington

Residing at Ferndale
My commission expires 9-19-03

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