



(a) Payment of the sum of

THREE HUNDRED FIFTY THOUSAND AND NO/100S

DOLLARS

\$350,000.00

( ), 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 October 23rd, 2002

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 Records 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       | 636                          | 65-76                | 217406                          | October 11, 1995  |
| BENTON       | 1052                         | 1633-1644            | 95-23049                        | October 12, 1995  |
| CHELAN       | 1111                         | 694-705              | 951012008                       | October 11, 1995  |
| CLALLAM      | 3D                           | 712-723              | 729425                          | October 11, 1995  |
| CLARK        | 1213                         | 0637-0648            | 9510110089                      | October 11, 1995  |
| COLUMBIA     | M444                         | 09-20                | 8601                            | October 11, 1995  |
| COWITZ       | [M.F. of O.R.]               |                      | 951012074                       | October 12, 1995  |
| DOUGLAS      | 0377                         | 0564-0575            | 307858                          | October 12, 1995  |
| FERRY        | 068                          | 1954-1965            | 232892                          | October 11, 1995  |
| FRANKLIN     | 95                           | 33136-33147          | 524669                          | October 11, 1995  |
| GRAYS HARBOR | 696                          | 1410-1421            | 3317                            | October 11, 1995  |
| ISLAND       | 537                          | 328-339              | 951012004                       | October 11, 1995  |
| JEFFERSON    | 0879                         | 2392-2403            | 9510130066                      | October 13, 1995  |
| KING         | 370                          | 717                  | 9510100421                      | October 10, 1995  |
| KITKAT       | 327                          | 218                  | 951010046                       | October 11, 1995  |
| KITITAS      | 672                          | 350-361              | 249676                          | October 11, 1995  |
| LEWIS        | 65                           | 003034-003045        | 9514582                         | October 11, 1995  |
| LINCOLN      | 688                          | 144-155              | 400875                          | October 11, 1995  |
| MASON        | 137                          | 1089-1100            | 615408                          | October 11, 1995  |
| OKANOGAN     | 9510                         | 559-570              | 833848                          | October 11, 1995  |
| PACIFIC      | 121                          | 1099-1110            | 62332                           | October 11, 1995  |
| PEND ORIELLE | 1163                         | 2511-2522            | 230779                          | October 12, 1995  |
| PERCE        | 525                          | 230-241              | 9510110478                      | October 11, 1995  |
| SAN JUAN     | 1483                         | 0372-0383            | 95101201                        | October 12, 1995  |
| SKAGIT       | 152                          | 860-871              | 9510110046                      | October 11, 1995  |
| SKAMANIA     | 3081                         | 1623-1634            | 123494                          | October 11, 1995  |
| SNOHOMISH    | 1781                         | 1737-1748            | 9510110189                      | October 11, 1995  |
| SPokane      | 193                          | 2376-2387            | 9510157                         | October 11, 1995  |
| STEVENS      | 2464                         | 702-713              | 9510110097                      | October 11, 1995  |
| THURSTON     | 104                          | 0579-0590            | 45447                           | October 12, 1995  |
| WAHKIAKUM    | 234                          | 1593-1604            | 9509789                         | October 11, 1995  |
| WALLA WALLA  | 465                          | 1133-1144            | 951011197                       | October 11, 1995  |
| WHATCOM      | 1494                         | 1819-1830            | 3110734                         | October 11, 1995  |
| WHITMAN      |                              |                      | Microfilm No. 580488            | October 11, 1995  |
| YAKIMA       |                              |                      |                                 | October 11, 1995  |



200010250093

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.

CREEKSIDE VILLAGE DEVELOPMENT CO

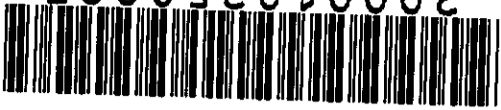
  
RONALD A WOOLWORTH , PRESIDENT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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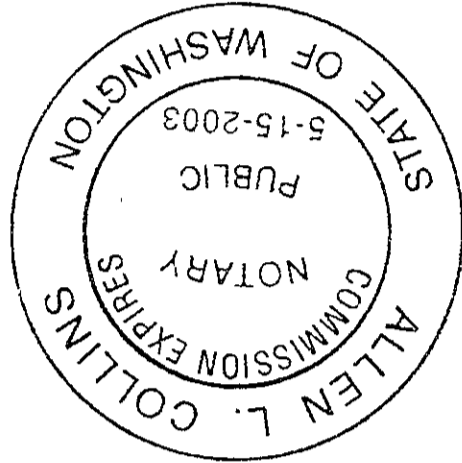
(Over for notary acknowledgements)



200010250093  
Skagit County Auditor



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(Seal or Stamp)

My commission expires 05-15-2003  
Notary Public in and for the State of Washington,  
residing at Mount Vernon  
(Signature)

Dated: October 24, 2000

(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.  
Allen L. Collins  
(Type of Authority, e.g., Officer, Trustee)  
CREEKSIDE VILLAGE DEVELOPMENT CO., INC

[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

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

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )  
( ss. )  
( )

My commission expires \_\_\_\_\_  
residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_,  
(Signature)

(Seal or Stamp)

Dated: \_\_\_\_\_

[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.

I certify that I know or have satisfactory evidence that  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
( ss. )  
( )

