

RETURN ADDRESS:

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



200101170039
, Skagit County Auditor

1/17/2001 Page 1 of 4 11:39:07AM



FIRST AMERICAN TITLE CO.

58696

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 9612020094

Additional on page _____

Grantor(s):

1. LEHMANN, DARRELL L.
2. LEHMANN, MICHELE F.
3. TANAKA, GENE
4. TANAKA, CHERYL

Grantee(s)/Assignee/Beneficiary:

U.S. Bank National Association, Beneficiary
FIRST AMERICAN TITLE COMPANY OF SKAGIT COUNTY, Trustee

Legal Description: PARCEL A: S 1/2, NE 1/4, S4, T34N, R2, EWM
PARCEL B: SW 1/4, NE 1/4, S4, T34N, R2, EWM

Additional on page 2

Assessor's Tax Parcel ID#: 340204-0-014-0008 (R 19802) and 340201-1-016-0006 (R19804)

THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 14, 2000, BETWEEN DARRELL L. LEHMANN, MICHELE F. LEHMANN, GENE TANAKA and CHERYL TANAKA, HUSBANDS AND WIVES (referred to below as "Grantor"), whose address is 12441 BARTHOLOMEW ROAD, ANACORTES, WA 98221; and U.S. Bank National Association (referred to below as "Lender"), whose address is 10800 NE 8th Street, Suite 1000, Bellevue, WA 98004.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated November 22, 1996 (the "Deed of Trust") recorded in SKAGIT County, State of Washington as follows:

RECORDED DECEMBER 2, 1996 IN THE OFFICE OF SKAGIT COUNTY AUDITORS, BOOK 1608, PAGE 0211, RECORDING NUMBER 9612020094

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

PARCEL "A":

Commencing at a point 825 feet South of the Northwest corner of the South 1/2 of the Northeast 1/4 of Section 4, Township 34 North, Range 2 East, W.M.; thence running East, 370 feet; thence South, 350 feet; thence West, 370 feet to the West line of the aforesaid Northeast 1/4 of Section 4; thence North to the place of beginning, EXCEPT that portion thereof lying within the boundaries of the County Road running along the West line thereof.

ALSO EXCEPT that portion conveyed to Skagit County for road purposes, by Deed recorded under Auditor's File No. 462316.

PARCEL "B":

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the East line of the County Road, 825 feet South and 20 feet East of the Northwest corner of said subdivision; thence East, 264 feet; thence North, 82.5 feet; thence West, 264 feet to the East line of the County Road; thence South along said County Road, 82.5 feet to the point of beginning

The Real Property or its address is commonly known as **12441 BARTHOLOMEW ROAD AND 8536 PINKERTON ROAD, ANACORTES, WA 98221.** The Real Property tax identification number is 340204-0-014-0008 (R 19802) and 340201-1-016-0006 (R19804).

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

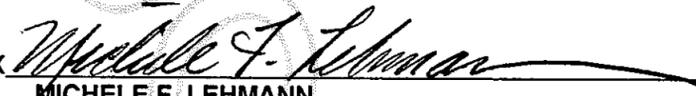
DEFINITION OF THE WORD NOTE IS HEREBY DELETED AND REPLACED WITH THE FOLLOWING: THE WORD "NOTE" MEANS THE ORIGINAL NOTE DATED NOVEMBER 22, 1996 IN THE PRINCIPAL AMOUNT OF \$600,000.00, AS MODIFIED BY A PROMISSORY NOTE DATED AUGUST 10, 1998 IN THE PRINCIPAL AMOUNT OF \$1,125,000.00, TOGETHER WITH A CHANGE IN TERMS DATED APRIL 19, 1999 IN THE PRINCIPAL AMOUNT OF \$1,918,500.00 AND A CHANGE IN TERMS DATED DECEMBER 14, 2000 IN THE AMOUNT OF \$1,986,399.21 FROM QUATTRO PROPERTIES L.L.C. TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OR, CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE NOTE OR CREDIT AGREEMENT.

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 endorsers 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:

X 
DARRELL L. LEHMANN

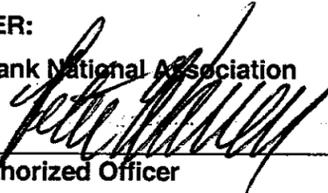
X 
MICHELE F. LEHMANN

X 
GENE TANAKA

X 
CHERYL TANAKA

LENDER:

U.S. Bank National Association

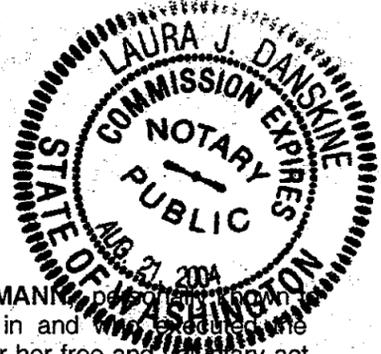
By: 
Authorized Officer



200101170039
Skagit County Auditor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)



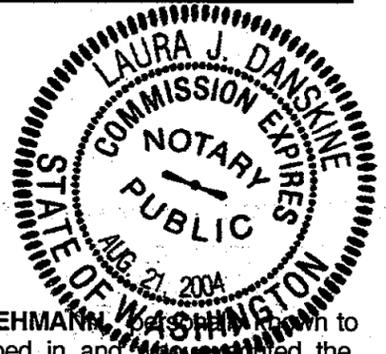
On this day before me, the undersigned Notary Public, personally appeared DARRELL L. LEHMANN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of December, 2000

By Laura Daine Residing at Anacortes
Notary Public in and for the State of Washington My commission expires 8/21/04

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)



On this day before me, the undersigned Notary Public, personally appeared MICHELE F. LEHMANN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of December, 2000

By Laura Daine Residing at Anacortes
Notary Public in and for the State of Washington My commission expires 8/21/04

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)



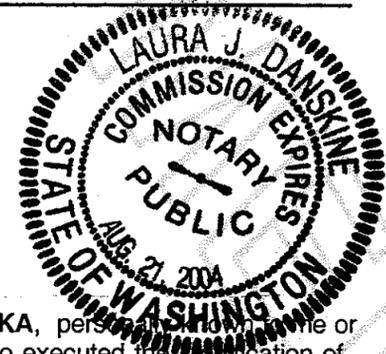
On this day before me, the undersigned Notary Public, personally appeared GENE TANAKA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of December, 2000

By Laura Daine Residing at Anacortes
Notary Public in and for the State of Washington My commission expires 8/21/04

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)



On this day before me, the undersigned Notary Public, personally appeared CHERYL TANAKA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of December, 2000

By Laura Daine Residing at Anacortes
Notary Public in and for the State of Washington My commission expires 8/21/04



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Skagit County Auditor

LENDER ACKNOWLEDGMENT

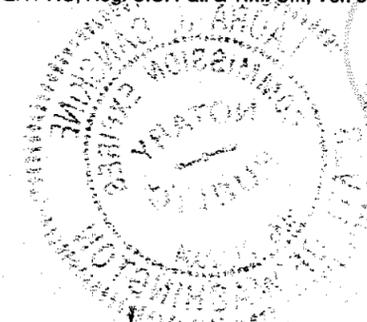
STATE OF Washington)
) ss
COUNTY OF King)

CATHERINE M. MORSE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 9, 2002

On this 2nd day of January, 2001, before me, the undersigned Notary Public, personally appeared Peter Morsey 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 Catherine M. Morse Residing at Kirkland
Notary Public in and for the State of Wash My commission expires 6/9/02

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DUPLICATE DOCUMENT



200101170039
Skagit County Auditor