


WHEN RECORDED RETURN TO:
Skagit State Bank
301 E Fairhaven Ave, P O Box 285
Burlington, WA 98233


200103220078
Skagit County Auditor
3/22/2001 Page 1 of 2 11:03:12AM

WASHINGTON UCC-2 COUNTY AUDITOR FIXTURE FILING		
1. Grantor(s): (last name first, and mailing address(es)) SKAGIT VALLEY FOOD CO-OP TIN: 91-0989458 202 S 1ST ST MOUNT VERNON, WA 98273-3803	2. Grantee(s)/Assignee/Beneficiary: Skagit State Bank 301 E. Fairhaven Ave P O Box 285 Burlington, WA 98233	3. Assignee(s) of Secured Party(ies):


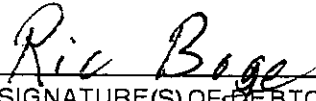
THIS FIXTURE FILING SHALL COVER COLLATERAL THAT IS AFFIXED TO THE FOLLOWING DESCRIBED PROPERTY.
Reference Number: _____ Additional on page _____
Short Legal Description: _____ Additional on page _____

Assessor's Tax Parcel ID#: **3700-009-008-0208,3700-009-008-0109, 3700-009-006-0002, 3700-009-004-0004**
Legal Description: **LOCATED IN SECTION 19, TOWNSHIP 34**
NORTH, RANGE 4 EAST W.M. COMMONLY KNOWN AS 202 S FIRST STREET, MOUNT VERNON, SKAGIT COUNTY, WA

THIS FIXTURE FILING COVERS THE FOLLOWING DESCRIBED PROPERTY
All Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing including but not limited to ALL LEASEHOLD IMPROVEMENTS: SEE ATTACHED SCHEDULE "A".

4. <input checked="" type="checkbox"/> The debtor is the record owner.	
5. This statement is signed by the Secured Party(ies) instead of the Debtor(s) to perfect a security interest in collateral: (Please check appropriate box)	6. Complete fully if box (d) is checked: complete as applicable for (a), (b), and (c):
(a) <input type="checkbox"/> already subject to security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or	Original recording number _____
(b) <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or	Office where recorded _____
(c) <input type="checkbox"/> as to which the recording has lapsed, or	Former name of debtor(s) _____
(d) <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the debtor(s).	_____

Dated _____, 20____.

 Title Pres. and	Skagit State Bank
TYPE NAME(S) OF DEBTOR(S) (or assignor(s))	TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))
 Vice-President	
SIGNATURE(S) OF DEBTOR(S) (or assignor(s))	SIGNATURE(S) OF SECURED PARTY(IES) (or assignee(s))

SCHEDULE "A" – SKAGIT VALLEY FOOD CO-OP

All machinery and equipment, furniture and fixtures, and leasehold improvements, of every kind, age, make and description used in the operation of SKAGIT VALLEY FOOD CO-OP, 202 S First St, Mount Vernon together with all tools, parts, accessories, repairs, improvements and accessions thereto, replacements, and substitutions, additions now owned or hereafter at any time acquired whether for addition, substitution or replacement during the continuance of this Security Agreement, including but not limited to tables, chairs, stools, blinds, indoor and outdoor light fixtures and signs, appliances, fans, televisions and screens, wall art, and supplies, office equipment, heating and air conditioning systems, computer equipment and software with all accessories and printers, telephone systems, security systems, cash registers, espresso machines, stools, counters, grills and ovens, display cases, shelves and shelving material, nail bin, cupboards, coolers, drink dispensers, including but not limited to the following:

Two(2) Point of Sale Cash Registers ICL 188 45 5000 Lane
One (1) Cyber Half Dice Ice Maker 200 LB Air s/n 970585269
One (1) Toledo Deli Scale s/n 20363512RX
One (1) Toledo Deli Scale s/n 44034184QX

All inventory, of every kind, age, make and description used in the operation of Skagit Valley Food Co-Op including but not limited to all groceries, hardware items, beer, wine, health and beauty aids, sundries, gift items, etc., and all other miscellaneous items of inventory during the continuance of this Security Agreement.

It is understood and agreed by and between the Mortgagor and the Mortgagee that the stock-in-goods above referred to is a shifting stock-in-trade to be sold by the Mortgagor in the regular course of business, and that the value of the same as it now exists is not less than \$233,000.00 (approx.), and that the Mortgagor does hereby covenant and agree that a strict account of all such sales shall be kept by them, and that on or before the 31st day of January, 2002, and annually thereafter they shall render a statement of all sales made from said stock to the said Mortgagee and that the gross proceeds of such sales shall be applied first to paying the operating expenses of the business of the Mortgagor and second to keeping the said stock-in-trade replenished to its present market value, and that after said expenditures have been made, from the net proceeds of such sales there shall be paid by the Mortgagor to the said Mortgagee the payment of the debt hereby secured.

All of the above being located in Section 19, Township 34N, Range 4 EWM commonly known as 202 S First Street, Mount Vernon, Skagit County, WA

Signed at Burlington, Washington
on this ____ day of March, 2001

Skagit Valley Food CO-OP

By: Frances L. Anderson

By: Ric Boge



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Skagit County Auditor