

**RECORDED AT THE REQUEST OF AND
AFTER RECORDING RETURN TO:**

James M. Evans
Ford Motor Credit Company
The American Road
P. O. Box 6044
Dearborn, Michigan 48121-6044



200202150112
Skagit County Auditor
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FIRST AMERICAN TITLE CO.

67148E-6

FIXTURE FILING

Grantor (Debtor): PENNINSULA AUTO WORLD, INC., a Washington corporation

Grantee (Secured Party): FORD MOTOR CREDIT COMPANY, a Delaware corporation

Legal Description (Abbreviated): Portions of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 34 North, Range 2 East, W.M., formerly Blocks 9, 10, 11, and all of vacated Blocks 2 and 3; portions of vacated Blocks 12 and Block 1 of The Railroad Addition to Anacortes as per plat recorded in Volume 2 of Plats, Page 36 records of Skagit County, WA., together with portions of vacated streets and alleys.

Additional Legal Description: See Pages 6 and 7 of the document

Assessor's Tax Parcel Nos: No. 340204-0-027-0011 (P19818)
No. 340204-0-025-0005 (P19816)
No. 340204-0-026-0004 (P19817)
No. 340204-0-020-0000 (P19811)
No. 340204-0-022-0008 (P19813)

Reference Nos. of Documents Released or Assigned: N/A

Return Address:

James M. Evans
Ford Motor Credit Company
The American Road
P. O. Box 6044
Dearborn, Michigan 48121-6044

UCC 2 FIXTURE FILING (County Auditor)

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCW 65.04) 1/97: (please print last name first)

Reference # (if applicable): or corporate structure of the debtor(s).

Debtor(s): **PENNINSULA AUTO WORLD, INC.** (2) Addl'. on pg ____

Secured Party(ies)(Assignee) **FORD MOTOR CREDIT COMPANY**

Legal Description (abbreviated): **Portions of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 34 North, Range 2 East, W.M., formerly Blocks 9, 10, 11, and all of vacated Blocks 2 and 3; portions of vacated Blocks 12 and Block 1 of The Railroad Addition to Anacortes as per plat recorded in Volume 2 of Plats, Page 36 records of Skagit County, WA., together with portions of vacated streets and alleys.** Addl'. legal on pgs 6 and 7

Assessor's Property Tax Parcel/Account #: No. 340204-0-027-0011 (P19818); No. 340204-0-025-0005 (P19816); No. 340204-0-026-0004 (P19817); No. 340204-0-020-0000 (P19811); No. 340204-0-022-0008 (P19813)

This FIXTURE FILING is presented pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE:

___ LEASE - This filing is for informational purposes only. The terms debtor and secured party are to be construed as LESSEE and LESSOR.

___ CONSIGNMENT - This filing is for informational purposes only. The terms debtor and secured party are to be construed as CONSIGNEE and CONSIGNOR.

1. DEBTOR(S) or assignee(s) (last name first, and addresses) 2. FOR OFFICE USE ONLY

PENNINSULA AUTO WORLD, INC.
12610 Thompson Road
Anacortes, WA 98221

3. NUMBER OF ADDITIONAL SHEETS ATTACHED: 4

4. SECURED PARTY(IES) or assignee(s) (name and address)

FORD MOTOR CREDIT COMPANY
The American Road
P. O. Box 6044
Dearborn, Michigan 48121-6044

5. ASSIGNEE(S) OF SECURED PARTY(IES)



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6. This FIXTURE FILING covers the following types or items of property:
- All items of personal property and fixtures which are described in **Exhibit A** hereto and which are located or used in connection with the real property described in **Exhibit B** hereto.
 - The property is timber standing on...
 - The property is minerals or the like (including gas and oil) or accounts to be financed at the wellhead or minehead of the well or mine located on. (Describe real estate. Use legal description.)
- This FIXTURE FILING is to be filed for record in the real estate records. If the debtor does not have an interest of record in the realty, the name of a record owner is _____
- Products of collateral are also covered.

7 RETURN ACKNOWLEDGMENT COPY TO: FILE FOR RECORD WITH COUNTY AUDITOR OF COUNTY IN WHICH REAL PROPERTY IS LOCATED

Anne B. Tiura
Heller Ehrman White & McAuliffe LLP
701 Fifth Avenue, Suite 6100
Seattle, Washington 98104

Skagit County, Washington

8. 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)
- (a) already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or Complete fully if box (d) is checked
Complete as applicable for (a), (b), and (c)
 - (b) which is proceeds of the original collateral described above in which a security interest was perfected, or Original recording number _____
Filing office where filed _____
 - (c) as to which the filing lapsed, or Former name of debtor(s) _____
 - (d) acquired after the change of name, identity, or corporate structure of the debtor(s)

9. USE IF APPLICABLE
PENNINSULA AUTO WORLD, INC.

TYPE NAME(S) OF DEBTOR(S) (or assignee(s))
 By: *[Signature]*
 Its: *na*
 SIGNATURE(S) OF DEBTOR(S) or assignee(s)

TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))
 By: *[Signature]*
 Its: *Branch manager*
 SIGNATURE(S) OF SECURED PARTY(IES) (or assignee(s))

10. TERMINATION STATEMENT: The SECURED PARTY(IES) certifies that the SECURED PARTY(IES) no longer claims a security interest under the FIXTURE FILING bearing the recording number shown above.

NAME: _____
 SIGNATURE: _____

DATE: _____
 Return to: County Auditor of County where original filing/recording was made

WASHINGTON UCC 2 FIXTURE FILING FORM
 APPROVED FOR USE IN WASHINGTON STATE



Debtor: **Penninsula Auto World, Inc.**

Secured Party: **Ford Motor Credit Company**

**EXHIBIT A
TO
UCC-2 FINANCING STATEMENT**

Collateral Description

This Financing Statement covers the following described property in which the Debtor now or at any time hereafter has any interest (collectively, the "Collateral"):

A. All buildings, improvements, alterations or appurtenances now, or at any time hereafter, located upon the land included in the real property described on Exhibit B (the "Land") or any part thereof (collectively, the "Buildings").

B. All fixtures located upon or within the Land or the Buildings or now or hereafter attached to, or installed in, or used in connection with, any of the Land or the Buildings whether or not permanently affixed to the Land or the Buildings (collectively, the "Fixtures").

C. All furniture, furnishings, equipment, machinery, trade fixtures, motor vehicles, tractors, trailers, implements, service parts and accessories, other inventory of every kind and all other personal property (other than Fixtures) now owned or hereafter acquired by Debtor which are now or hereafter used in connection with the Land, the Buildings or the Fixtures, or located in, upon or about the Land, the Buildings or the Fixtures, together with all accessions, replacements and substitutions thereto or therefor and the proceeds and products thereof (collectively, the "Personalty").

D. Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the Land, the Buildings, the Fixtures or the Personalty, or any part thereof, together with all rights, powers, privileges, options and other benefits of Debtor thereunder (collectively, the "Leases").

E. All of the rents, revenues, income, profits, deposits, tenders and other benefits payable under the Leases and/or arising from the use and enjoyment of all or any portion of the Land, the Buildings, the Fixtures or the Personalty (collectively, the "Rents").

F. All awards and payments made or hereafter to be made by any municipal, township, county, state, Federal or other governmental agencies, authorities or boards or any other entity having the power of eminent domain to Debtor, including any awards and payments for (i) any taking of all or a portion of the Collateral, as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain, (ii) any such taking of any appurtenances to the foregoing or of vaults, areas or projections outside the boundaries of the Land, the Buildings or the Fixtures, or rights in, under or above the alleys, streets or avenues adjoining the Land, the Buildings and the Fixtures, or rights and benefits of light, air, view or access to said alleys, streets or avenues or for the taking of space or rights therein, below the level of, or above, the Land, the Buildings and the Fixtures, and (iii)



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Secured Party: **Ford Motor Credit Company**

any damage to the Land, the Buildings and the Fixtures or any part thereof due to governmental action, but not resulting in, a taking of any portion of the Land, the Buildings and the Fixtures, such as, without limitation, the changing of the grade of any street adjacent to the Land, the Buildings and the Fixtures (collectively, the "Awards").

G. All rights, privileges, profits, permits, licenses, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Collateral belonging or in any way appertaining thereto and all right, title and interest of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land, the Buildings or the Fixtures or any part thereof.

H. All the estate, right, title, interest, claim or demand whatsoever of Debtor, either at law or in equity, in and to the Land, the Buildings, the Fixtures, the Personalty, the Leases and the Rents.

I. All the estate, right, title, interest, claim or demand whatsoever of Debtor, either at law or in equity, in and to the Awards, or to payments with respect to casualties.

J. All rights to the payment of money, accounts receivable, contract rights, chattel paper, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all utility deposits), architectural and engineering plans, specifications and drawings, contract rights, governmental permits and licenses, and agreements and purchase orders which pertain to or are incidental to the design or construction of any improvements on the Land, Debtor's rights under any payment, performance or other bond in connection with construction of improvements on the Land, and all construction materials, supplies and equipment delivered to the Land or intended to be used in connection with the construction of improvements on the Land wherever actually located.

K. All contracts and agreements pertaining to or affecting the Collateral including, but not limited to, management, operating and franchise agreements, licenses, trade names and trademarks.

L. All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory.

M. All additions, accessions, replacements, substitutions, proceeds and products of the Collateral and of any of the Collateral which is personal property.

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Debtor: **Penninsula Auto World, Inc.**
Secured Party: **Ford Motor Credit Company**

**EXHIBIT B
TO
UCC-2 FINANCING STATEMENT**

Land Description

The following parcels of land situated in the State of Washington, County of Skagit, described as follows:

Parcel "A":

That portion of the following described tract, lying Northerly of SR 536 (formerly P.S.H. No. 1-AN):

The East 780 feet of the West 1,170 feet of the South 530 feet of the North 1,060 feet of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 34 North, Range 2 East, W.M., (being formerly known as Blocks 9, 10 and 11, "THE RAILROAD ADDITION TO ANACORTES", as per plat recorded in Volume 2 of Plats, Page 36, records of Skagit County, Washington.

TOGETHER WITH vacated streets and alleys adjoining.

EXCEPT any portion thereof lying within the boundaries of the existing County Road.

AND ALSO EXCEPT the East 50 feet of the South 3,250 feet thereof.

Parcel "B":

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

All of vacated Blocks 2 and 3, and the West 30 feet of vacated Second Street and all of vacated Third Street abutting on said Blocks 2 and 3, in "THE RAILROAD ADDITION TO ANACORTES", as per plat recorded in Volume 2 of Plats, Page 36, records of Skagit County, Washington.

EXCEPT State Highway as originally conveyed to Skagit County by Deed recorded May 8, 1911, under Auditor's File No. 84686.

ALSO EXCEPT that portion conveyed to the Seattle and Northern Railway Company by Deed recorded January 10, 1890, in Volume 9 of Deeds, Page 317.

TOGETHER WITH the North 1/2 of vacated State Street adjacent thereto.

ALSO TOGETHER WITH that portion, if any, of the East 1/2 of the vacated Fourth Street which upon vacation would revert to said premises by operation of law.

EXCEPT from the above described premises the West 100 feet of the East 140 feet of the North 100 feet thereof, as conveyed to Howard N. Gullicksen, et ux, by Deed recorded December 24, 1958, under Auditor's File No. 574488.



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Secured Party: **Ford Motor Credit Company**

AND EXCEPT all that portion thereof as conveyed to State of Washington, by Deed recorded December 30, 1960, under Auditor's File No. 602561.

Parcel "C":

That portion of Lots 1 to 15, inclusive, in vacated Block 12, of "THE RAILROAD ADDITION TO ANACORTES", as per plat recorded in Volume 2 of Plats, Page 36, records of Skagit County, Washington, lying Northerly of SR 536 (formerly P.S.H. No. 1).

TOGETHER WITH such portions of vacated streets and alleys which upon vacation reverted to said premises by operation of law.

Parcel "D":

That part of vacated Block 1, "THE RAILROAD ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, Page 36, records of Skagit County, Washington, lying South of the 60 foot Highway right-of-way, recorded under Auditor's File No. 84680, running parallel to and South of the Great Northern Railway right-of-way.

TOGETHER WITH vacated streets adjoining.

EXCEPT that portion thereof conveyed to the State of Washington for highway purposes, by Deed dated December 19, 1960, and recorded under Auditor's File No. 603339, records of Skagit County, Washington.

Parcel "E":

The West 100 feet of the East 140 feet of the North 100 feet of that portion of the Northeast 1/4 of the Southwest 1/4 in Section 4, Township 34 North, Range 2 East, W.M., described as follows:

All of vacated Blocks 2 and 3, and the West 30 feet of vacated Second Street and all of vacated Third Street abutting on said Blocks 2 and 3, in "RAILROAD ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, Page 36, records of Skagit County, Washington.

EXCEPT State Highway as originally conveyed to Skagit County by Deed recorded May 11, 1911, under Auditor's File No. 84686, records of Skagit County, Washington.

ALSO EXCEPT that portion conveyed to the Seattle and Northern Railway Company by Deed recorded January 10, 1890, in Volume 9 of Deeds, Page 317.

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