

Return Address:

Sutherland, Asbill & Brennan, LLP
999 Peachtree St. N.E.
Atlanta, GA 30309-3996



200205030138

Skagit County Auditor

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LAND TITLE COMPANY OF SKAGIT COUNTY

DOCUMENT TITLE(S) (for transactions contained therein): 1. First Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing 2. and Assignment of Leases and Rents and Partial Release of Security 3. 4.
Reference Number(s) of Documents assigned or released: (on page of document(s)) 9603050059, 9604040026, 9603050060, 9603050062, 9604040027, 9905260251
Grantor(s) 1. First Horizon Group Limited Partnership 2. 3. 4. Additional Names on page of document.
Grantee(s) 1. LaSalle Bank National Association, et al 2. 3. 4. Additional Names on page of document.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) Lot 1, records of Skagit County, WA, 7, 34, 4 lot 2 Additional legal is on page of document.
Assessor's Property Tax Parcel/Account Number 340407-1-002-0500/P24042, 340407-1-002-0609/P24043
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Recording requested by and upon
recording, please return to:
Sutherland, Asbill & Brennan LLP
999 Peachtree Street, N.E.
Atlanta, Georgia 30309-3996
Attn: William A. Palmer III

Cross Reference:
Book 1525, Page 588
Book 1526, Page 1
Book 1526, Page 34
Skagit County, Washington Records
CapMark Loan #400027356

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS AND
PARTIAL RELEASE OF SECURITY**

**THIS FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING AND ASSIGNMENT OF LEASES
AND RENTS AND PARTIAL RELEASE OF SECURITY** (this "Agreement") is entered into
as of this 3rd day of May, 2002, by and between **FIRST HORIZON GROUP LIMITED
PARTNERSHIP**, a Delaware limited partnership, as trustor ("Borrower"), having its principal
place of business at, and whose mailing address is 100 East Pratt Street, 19th Floor, Baltimore,
Maryland 21202 to **LASALLE BANK NATIONAL ASSOCIATION (f/k/a LASALLE
NATIONAL BANK), AS TRUSTEE FOR NOMURA ASSET SECURITIES
CORPORATION COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 1996-MDV**, as beneficiary ("Lender"), having an address of c/o CapMark Services,
L.P., 245 Peachtree Center Avenue, N.E., Suite 1800, Atlanta, Georgia 30303.

RECITALS

A. Lender is the holder of that certain Note dated as of February 27, 1996,
from Borrower to Nomura Asset Capital Corporation ("Original Lender") in the original
principal amount of \$56,000,000 (the "Note"). The loan evidenced by the Note is hereinafter
referred to as the "Loan". The Loan is secured, in part, by that certain Deed of Trust,
Assignment of Rents, Security Agreement and Fixture Filing dated as of February 27, 1996,
from Borrower to Chicago Title Insurance Company, a Missouri corporation ("Trustee") for the
benefit of Original Lender, recorded in Book 1525, Page 588 of the Public Records of Skagit



County, Washington (the "Deed of Trust"), that certain Assignment of Leases and Rents by Borrower to Original Lender dated as of February 27, 1996, recorded in Book 1526, Page 1 of the Public Records of Skagit County, Washington (the "Assignment"), and that certain UCC-2 Financing Statement recorded in Book 1526, Page 34 of the Public Records of Skagit County, Washington (the "UCC").

B. The Loan is also evidenced by that certain Loan Agreement dated as of February 27, 1996 (the "Loan Agreement"). The Note, the Deed of Trust, the Assignment, the UCC, the Loan Agreement and all other documents evidencing or securing the Loan evidenced by the Note are hereinafter collectively referred to as the "Loan Documents." The interests of Original Lender in and to the Loan Documents have been assigned to Lender pursuant to that certain Assignment of Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing and Related Documents dated as of April 1, 1996 and recorded in Book 1535, Page 389 of the Public Records of Skagit County, Washington.

C. Borrower desires to obtain, and Lender desires to grant, a release from the lien of the Deed of Trust on that certain parcel described on Exhibit B attached hereto and incorporated herein (the "Release Parcel"), all subject to the satisfaction of certain conditions specified herein. Borrower and Lender desire to amend the Deed of Trust, the Assignment and the Loan Documents to evidence the release of the Release Parcel in accordance with this Agreement.

D. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Deed of Trust.

AGREEMENTS:

NOW THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated herein by this reference) and the mutual covenants and promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment to Deed of Trust and Assignment. Borrower and Lender desire to amend the Loan Documents to evidence the release of Lender's lien on and security interest in and to the Release Parcel. Exhibit A to the Deed of Trust and Assignment is hereby deleted in its entirety and replaced by the property description attached to Exhibit A hereof. From and after the date hereof, all references in the Deed of Trust, the Assignment and the other Loan Documents to the property encumbered by the Deed of Trust shall mean the Mortgaged Estate, less and except the Release Parcel.

2. Release of Parcel. Lender hereby remises, releases, reconveys and forever quitclaims all right, title and interest in the Release Parcel, whether recorded, filed or otherwise, and it is the intention of Lender that all such right, title, and interest of the Lender in the Release Parcel shall be discharged of record. Nothing contained herein shall in any way affect or impair



the security, title, liens and interest of the Lender on any portion of the Trust Property other than the Release Parcel.

3. No Defaults. Borrower hereby represents and warrants that, to its knowledge, as of the effective date of this Agreement, no monetary or other material default has occurred and is continuing beyond any applicable grace or notice period under any of the Loan Documents.

4. No Offsets or Defenses. Borrower hereby acknowledges, confirms and warrants to Lender that as of the effective date of this Agreement, Borrower neither has nor claims any offset, defense, claim, right of set-off or counterclaim against Lender under, arising out of or in connection with this Agreement, the Notes, or any of the other Loan Documents.

5. Modifications. This Agreement may not be amended, modified or otherwise changed in any manner except by a writing executed by all of the parties hereto.

6. Successors and Assigns. This Agreement applies to, inures to the benefit of, and binds all parties hereof, their heirs, legatees, devisees, administrators, executors, and permitted successors and assigns.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to the conflict of laws provisions of said State.

8. Entire Agreement. This Agreement constitutes all of the agreements among the parties relating to the matters set forth herein and supersedes all other prior or concurrent oral or written letters, agreements and understandings with respect to the matters set forth herein.

9. Counterparts. This Agreement may be signed in any number of counterparts by the parties hereto, all of which taken together shall constitute one and the same instrument.

10. No Novation. Nothing contained in this Agreement is intended to effectuate, nor shall this Agreement be construed to effectuate, a novation or an accord and satisfaction of any of the indebtedness outstanding under the Loan Agreement.

11. Reaffirmation of Deed of Trust, Assignment and Other Loan Documents. The Deed of Trust, Assignment and other Loan Documents are reaffirmed and shall be and remain in full force and effect in the form as recorded as hereinabove provided subject only to the amendments and modifications provided herein, and by virtue of this Agreement, the Deed of Trust, Assignment and other Loan Documents shall be deemed to be so amended including the amendments and modifications contained in this Agreement.

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IN WITNESS WHEREOF, this Agreement has been duly executed by the parties under seal as of the day and year first above.

BORROWER:

FIRST HORIZON GROUP LIMITED
PARTNERSHIP, a Delaware limited partnership

By First HGI, Inc., a Delaware corporation, its
general partner

By: *Robert A. Bruenik*
Name: Robert A. Bruenik
Title: Executive Vice President -
Chief Financial Officer + Treasurer

STATE OF Maryland)
City) TO WIT:
COUNTY OF Baltimore)

THIS IS TO CERTIFY that on this 2nd day of May, 2002, before me, a Notary Public in and for the State and County aforesaid, came Robert A. Bruenik, the EVP - CFO & Treasurer of First HGI, Inc., a Delaware corporation, personally known to me or having presented satisfactory evidence to be the general partner of First Horizon Group Limited Partnership, a Delaware limited partnership, the limited partnership that executed the foregoing instrument, and acknowledged the said instrument as the free and voluntary act and deed of such limited partnership, for the purposes therein contained and on oath stated that he is authorized to executed the said instrument.

Gail R. Steptoe
Notary Public
My commission expires: _____

[NOTARIAL SEAL]

GAIL R. STEPTOE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 13, 2005



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LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR NOMURA ASSET
SECURITIES CORPORATION COMMERCIAL
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 1996-MDV

By: CapMark Services, L.P., a Texas limited
partnership, its authorized agent

By: Pearl Mortgage, Inc., a Delaware
corporation, its general partner

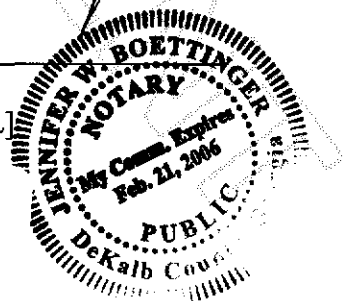
By: Thomas J. Bauer
Name: THOMAS J. BAUER
Title: V.P.

STATE OF Georgia)
COUNTY OF Fulton) TO WIT:

THIS IS TO CERTIFY that on this 2nd day of May, 2002, before me, a Notary Public in and for the State and County aforesaid, came Thomas J. Bauer, the V.P. of Pearl Mortgage, Inc., a Delaware corporation, personally known to me or having presented satisfactory evidence to be the general partner of CapMark Services, L.P., a Texas limited partnership, personally known to me or having presented satisfactory evidence to be the authorized agent of LaSalle Bank National Association, as Trustee for Nomura Asset Securities Corporation Commercial Mortgage Pass-Through Certificates, Series 1996-MD V, the same entity that executed the foregoing instrument, and acknowledged the said instrument as the free and voluntary act and deed of such entity, for the purposes therein contained and on oath stated that he is authorized to execute the said instrument.

Kennifer W. Boettinger
Notary Public
My commission expires: _____

[NOTARIAL SEAL]



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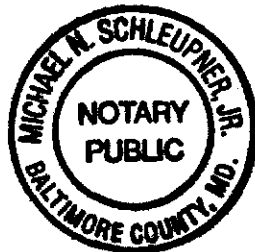
TRUSTEE:

CHICAGO TITLE INSURANCE COMPANY, a
Missouri corporation

By: John T. Kieley
Name: JOHN T. KIELEY
Title: Vice Pres CTIC

STATE OF MARYLAND)
CITY) TO WIT:
COUNTY OF BALTIMORE)

THIS IS TO CERTIFY that on this 5th day of May, 2002, before me, a Notary Public in and for the State and County aforesaid, came JOHN T. KIELEY, the VICE PRESIDENT of Chicago Title Insurance Company, a Missouri corporation, personally known to me or having presented satisfactory evidence, and acknowledged the said instrument as the free and voluntary act and deed of such corporation, for the purposes therein contained and on oath stated that he is authorized to executed the said instrument.



Michael N. Schleupner, Jr.
Notary Public
My commission expires: 9/1/02

[NOTARIAL SEAL]



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EXHIBIT A

Legal Description



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EXHIBIT A

PARCEL A:

Lots 1, and 3, CITY OF BURLINGTON SHORT PLAT NO. 1-92 as approved July 18, 1989, and recorded July 27, 1992, in Volume 10 of Short Plats, page 105, under Auditor's File No. 9207270058, records of Skagit County, Washington; being a portion of the Northeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East of the Willamette Meridian.

EXCEPT the South 13 feet of Lot 1 of BURLINGTON SHORT PLAT NO. 1-92, approved July 18, 1989, recorded July 27, 1992, in Volume 10 of Short Plats, page 105, under Auditor's File No. 9207270058, records of Skagit County, Washington.

PARCEL B:

Parcel B, CITY OF BURLINGTON SHORT PLAT NO. B-1-92 as approved June 2, 1992, and recorded June 11, 1992, in Volume 10 of Short Plats, pages 88 and 89, under Auditor's File No. 9206110001, records of Skagit County, Washington; being a portion of the Northeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East of the Willamette Meridian.

PARCEL C:

Parcel A, CITY OF BURLINGTON SHORT PLAT NO. B-1-92 as approved June 2, 1992, and recorded June 11, 1992, in Volume 10 of Short Plats, pages 88 and 89, under Auditor's File No. 9206110001, records of Skagit County, Washington; being a portion of the Northeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 4 East of the Willamette Meridian.

PARCEL D:

An easement for drainage, as acquired by document recorded under Auditor's File No. 8811230046, records of Skagit County, Washington, over and across the following described property:

The West 20 feet of Lot 3, CITY OF BURLINGTON SHORT PLAT NO. 37-76 as approved August 2, 1976, and recorded August 5, 1976, in Volume 1 of Short Plats, page 156, under Auditor's File No. 840316, records of Skagit County, Washington; being a portion of the Southeast Quarter of the Southeast Quarter of Section 6, Township 34 North, Range 4 East of the Willamette Meridian.

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PARCEL E:

An easement acquired by instruments recorded November 23, 1988, under Auditor's File No. 8811230048, records of Skagit County, Washington, for ingress, egress, and utilities, over, under, and across a 36.00-foot strip of land lying 18.00 feet each side of the following described centerline:

Commencing at the Northeast corner of Section 7, Township 34 North, Range 4 East of the Willamette Meridian;
thence South $01^{\circ}34'38''$ East, along the East line of said Section 7 a distance of 13.73 feet;
thence South $86^{\circ}59'04''$ West, 40.01 feet to the true point of beginning;
thence continuing South $86^{\circ}59'04''$ West, 56.99 feet to the beginning of a curve to the left having a radius of 170.00 feet;
thence Southwesterly along said curve through a central angle of $66^{\circ}32'00''$, an arc distance of 197.41 feet;
thence South $20^{\circ}27'04''$ West, 124.00 feet to the beginning of a curve to the right, having a radius of 273.00 feet;
thence Southwesterly along said curve through a central angle of $71^{\circ}07'06''$, an arc distance of 338.86 feet;
thence North $88^{\circ}25'50''$ West, 150.00 feet to the terminus point of said centerline. (Said easement being appurtenant to Parcels B and C).

PARCEL F:

An easement for ingress, egress, and utilities over, under, and across that area delineated as "Access and Utility Easement" on the Easterly portion of Parcel B of City of Burlington Short Plat No. B-1-92 as approved June 2, 1992, and recorded June 11, 1992, in Volume 10 of Short Plats, pages 88 and 89, under Auditor's File No. 9206110001, records of Skagit County, Washington. (Said easement is appurtenant to Parcel C).

ALL situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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EXHIBIT B

Release Parcel



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EXHIBIT B

PARCEL "A":

Lot 2 and the South 13 feet of Lot 1 of Burlington Short Plat No. 1-92, as approved July 18, 1989, and recorded July 27, 1992, in Volume 10 of Short Plats, page 105, under Auditor's File No. 9207270058, records of Skagit County, Washington; being a portion of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.



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