

Recording Requested by
and When Recorded Mail to:

U.S. Bank National Association
Suite 810
111 S.W. Fifth Avenue
Portland, Oregon 97204
Attention: Betty Kinoshita



200206100190

Skagit County Auditor

6/10/2002 Page 1 of 3 10:51AM

AMENDMENT OF DEED OF TRUST (SECURITY AGREEMENT)

This amendment of deed of trust is between the following parties and encumbers
the property described below:

Grantors: **ANACORTES, L.L.C.**

Beneficiary: **U.S. BANK NATIONAL ASSOCIATION**

Reference No. of

Original Deed of Trust: Document No. 9804300129

Partial Legal Description: A portion of the S.E. ¼ of S.E. ¼ of S. 24 T 35 R1
E. W.M., all in Skagit County, Washington.
Complete legal description attached hereto as
Exhibit A

Assessor's Parcel
Numbers:

350124-0-091-0000

350124-0-091-0100

350124-0-091-0200

AMENDMENT OF DEED OF TRUST

This Amendment of Deed of Trust is entered into on May 1, 2002, between ANACORTES, L.L.C. ("Grantor"), and U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank").

RECITALS

A. Grantor granted U.S. Bank a deed of trust dated April 30, 1998, which was recorded on April 30, 1998, in the records of Skagit County, Washington, as document no. 9804300129. That document, as subsequently amended, is referred to below as the "Deed of Trust."

B. The Deed of Trust encumbers the real property described in attached Exhibit A (the "Real Property").

C. The Deed of Trust was given to secure certain indebtedness described more particularly in the Deed of Trust. Grantor, among others, have requested certain modifications of such indebtedness. Grantor and U.S. Bank wish to amend the Deed of Trust to reflect their agreement that the lien created by the Deed of Trust in favor of U.S. Bank secures such modified indebtedness (and all modifications, amendments, and renewals thereof).

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of paragraph 1 on page 4 of the Deed of Trust hereby is modified, amended, and restated as follows:

"Payment of indebtedness in the principal amount of \$9,326,371.10, with interest thereon, evidenced by that certain promissory note dated May 1, 2002 (the "Note"), executed by Grantor, which has been delivered to, and is made payable to the order of, Beneficiary and which, by this reference, are made a part hereof, and any and all modifications, amendments, extensions, and renewals thereof."

2. Grantor and U.S. Bank hereby confirm that references to the "Loan Agreement" in the Deed of Trust shall be references to the Amended and Restated Loan Agreement among Grantor, U.S. Bank, and others dated May 1, 2002, as such agreement may be modified from time to time.

3. All other terms and conditions of the Deed of Trust shall remain in full force and effect. This first amendment shall have no effect upon the priority of the lien created by the Deed of Trust.



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6/10/2002 Page 2 of 3 10:51AM

IN WITNESS WHEREOF, this first amendment of deed of trust has been executed by Grantor and U.S. Bank as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

ANACORTES, L.L.C.

By: Betty Kinoshita

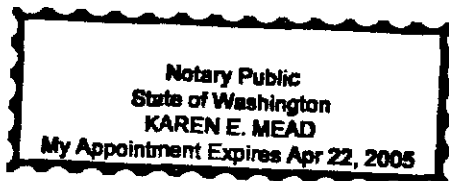
Betty Kinoshita
Vice President

James E. Mock, Sr.
James E. Mock, Sr., Managing Member

State of Washington)
County of Island) ss.

On this 30th day of May, 2002, before me personally appeared James E. Mock, Sr., to me known to be the managing member of the limited liability corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said limited liability corporation.

Dated: May 30, 2002.



Karen E. Mead
Notary Public for Washington

Karen E. Mead

(Printed or Stamped Name of Notary)

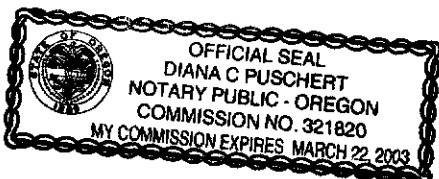
Residing at Freeland

My appointment expires: 4-22-2005

STATE OF OREGON)
) ss

COUNTY OF MULTNOMAH)

On this 4th day of June, 2002, before me personally appeared Betty Kinoshita, to me known to be the Vice President of U.S. Bank National Association ("U.S. Bank"), and acknowledged said instrument to be the free and voluntary act and deed of U.S. Bank, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.



Diana C. Puschart
Notary Public for Oregon
My commission expires: 3-22-03



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