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Skagit County Auditor

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AFTER RECORDING MAIL TO:
DONALD P. KIRKPATRICK
ATTORNEY AT LAW
1323 LINCOLN STREET, #201
BELLINGHAM, WA 98226

THIS DEED OF TRUST, made this 26th day of December, 2002, between RANDY A. CLICK, as his separate estate, GRANTOR, whose address is 2109 34th Street, Anacortes, Washington 98221, and FIRST AMERICAN TITLE COMPANY OF SKAGIT COUNTY, as TRUSTEE, whose address is P.O. Box 1667, Mt. Vernon, Washington 98273-1667, and M.L.B. ENTERPRISES, INC., a Washington corporation, as BENEFICIARY, whose address is P.O. Box 29135, Bellingham, WA 98228.

WITNESSETH: Grantors hereby bargain, sell and convey to Trustee, IN TRUST, with power of sale, the following described real property located in Skagit County, Washington:

The North Half of Lots 19 and 20, Block 63, Map of the City of Anacortes, according to the Plat thereof, recorded in Volume 2 of Plats, Pages 4 through 7, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Tax Parcel No. 3823772-063-020-0111; P55327

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof. This deed of trust is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$32,000.00). U.S. Dollars, with interest in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary, or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantors covenant and agree:

1. To keep the property in good condition and repair, to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a party of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by the Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of his Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the



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facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

THE ASSIGNMENT OF RENT ATTACHED HERETO IS A PART OF THIS DEED OF TRUST AND AS FULLY ENFORCEABLE AS IF SET FORTH FULLY HEREIN. THE PROMISSORY NOTE SECURED HEREBY IS DUE AND PAYABLE IN FULL UPON THE SALE OF THIS PROPERTY.

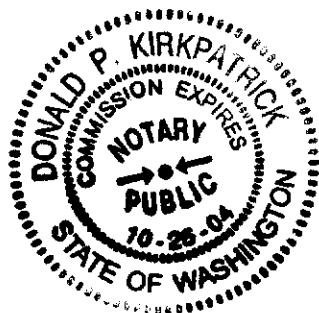


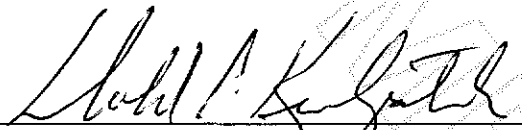
RANDY A. CLICK

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this day personally appeared before me RANDY A. CLICK, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mention.

GIVEN UNDER my hand and official seal this 26th day of December, 2002.





NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My Commission expires 10-25-2004.



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ASSIGNMENT OF RENT

As additional security and as a part of the Deed of Trust to which this Assignment of Rent is attached and a part thereof, Grantors agree as follows:

Grantors do hereby assign, transfer and set over to beneficiary the rents, profits and income derived from the real estate and the buildings and improvements on such real estate described in this Deed of Trust, with full and complete authority and right, in case of default in the payment of the Promissory Note or failure to comply with any of the terms and conditions of the Note, this Deed of Trust or any other loan documents or agreements, to demand, collect, receive and receipt for such rent, income and profits, to take possession of the premises without having a receiver appointed thereof, and to rent and manage the same from time to time and apply the net proceeds of the rent, income and profits from the property on the debt until all delinquencies, advances and the indebtedness are paid in full by the application of the rent, or until title is obtained through foreclosure or otherwise.

A reconveyance of the Deed of Trust shall release the assignment of rent.



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