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Skagit County Auditor

7/31/2003 Page 1 of 5 3:53PM

**Return Address:**

Bank of America, NA  
Attn: Thomas W. Braaten  
Northwest Commercial Banking  
1602 Hewitt Avenue, Third Floor  
Everett WA. 98201

CHICAGO TITLE C28168✓

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in):**DEED OF TRUST SPREADING AGREEMENT****Reference Number(s) of Documents assigned or released:** 9809140215☐ Additional reference numbers on page \_\_\_\_ of document**Grantor(s)** (Last name first, then first name and initials)

STANISLAW PROPERTIES, L.L.C., a Washington limited liability company

☒ Additional names on page 2 of document.**Grantee(s)** (Last name first, then first name and initials)

BANK OF AMERICA, N.A.

☐ Additional names on page \_\_\_\_ of document.**Legal description** (abbreviated): Tracts 1, 2 and 3, Skagit County Short Plat No. 11-84; portion of SW ¼ of SE ¼ of Sec. 18, T35N, R5E, WM.☒ Additional legal is on page 2 and 3 of document.**Assessor's Property Tax Parcel/Account Numbers:** 350518-4-029-0003☐ Assessor Tax number not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

## DEED OF TRUST SPREADING AGREEMENT

THIS DEED OF TRUST SPREADING AGREEMENT is dated July 30, 2003, and is made and entered into by and between **STANISLAW PROPERTIES, L.L.C.**, a Washington limited liability company, whose address is 103 N. Township, Sedro Woolley, Washington 98284, (hereinafter referred to as "Grantor") and **BANK OF AMERICA, N.A.**, whose address is WA1-501-13-03, 800 Fifth Avenue, Seattle WA 98104-3122.

### RECITALS

A. Bank of America, N.A., (hereinafter referred to as "Beneficiary") is the successor by merger to Bank of America National Trust and Savings Association, doing business as Seafirst Bank, and is the Beneficiary of that certain Deed of Trust encumbering certain property in Skagit County Washington described as follows:

#### PARCEL A:

Tract 1, SKAGIT COUNTY SHORT PLAT NO. 11-84, approved May 23, 1984, and recorded October 17, 1984, in Volume 6 of Short Plats, pages 179 and 180, under Auditor's File No. 8410170004, records of Skagit County, Washington; being a portion of the Southwest Quarter of the Southeast Quarter in Section 18, Township 35 North, Range 5 East of the Willamette Meridian.

#### PARCEL B:

Tract 2, SKAGIT COUNTY SHORT PLAT NO. 11-84, approved May 23, 1984, and recorded October 17, 1984, in Volume 6 of Short Plats, pages 179 and 180, under Auditor's File No. 8410170004, records of Skagit County, Washington; being a portion of the Southwest Quarter of the Southeast Quarter in Section 18, Township 35 North, Range 5 East of the Willamette Meridian.

All situated in Skagit County, Washington.

which Deed of Trust is dated August 14, 1998, and was recorded in the official records of Skagit County, Washington, on September 14, 1998, under Recording No. 9809140215, hereinafter referred to as the "Deed of Trust").

B. Grantor has now acquired certain other and additional real property, which is described as:

#### PARCEL C:

Tract 3, SKAGIT COUNTY SHORT PLAT NO. 11-84, approved May 23, 1984, and recorded October 17, 1984, in Volume 6 of Short Plats, pages 179 and 180, under Auditor's File No. 8410170004, records of Skagit County,



Washington; being a portion of the Southwest Quarter of the Southeast Quarter in Section 18, Township 35 North, Range 5 East of the Willamette Meridian.

**PARCEL D:**

That portion of the East Half of the Southwest Quarter of the Southeast Quarter of Section 18, Township 35 North, Range 5 East of the Willamette Meridian, lying Northerly of the Great Northern Railway Company right of way;

EXCEPT the West 30 feet thereof;

ALSO EXCEPT the North 60 feet thereof;

AND ALSO EXCEPT that portion thereof lying Southerly of a sewer line as the same existed on May 1, 1970 and was referred to in Real Estate Contract recorded May 18, 1970, under Auditor's File No. 739080, records of Skagit County, Washington; and which runs in a Westerly direction from a point on the West line of the county road along the East line of said subdivision which is 351 feet, more or less, North of the centerline of the State Highway 20;

AND ALSO EXCEPT the East 20 feet for a road conveyed to Skagit County by Deed recorded under Auditor's File No. 57468, records of Skagit County, Washington;

AND FURTHER EXCEPTING any portion lying within the boundaries of Short Plat 92-019 recorded August 30, 1995 under Auditor's File No. 9508300056, records of Skagit County, Washington;

All situated in Skagit County, Washington

C. The parties desire now to spread the Deed of Trust as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing, and the covenants contained herein, and the mutual benefits accruing to the said parties hereunder and as otherwise more fully described in the Deed of Trust, it is hereby agreed between them as follows:

1. The lien of the Deed of Trust is hereby spread to cover in its entirety Parcels C and D as described above, and to that end, Grantor hereby irrevocably grants, bargains, sells and conveys to PRLAP, Inc., 10850 White Rock Road, Ste. 101, Rancho Cordova, CA 95670, as Trustee, in trust, with power of sale, for the benefit of Beneficiary, the above-described Parcels C and D, which are not used principally or primarily for agricultural or farming purposes, together with all improvements thereon and all tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the leases and other agreements for use and occupancy pertaining thereto, and the rents, issues and profits thereof,



and all other property or rights of any kind or nature whatsoever further set forth in the said Deed of Trust; subject, however, to the right, power and authority given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing performance of each agreement, payment and undertaking secured by the Deed of Trust according to its terms. It is the intention of the parties hereto that the Deed of Trust and this Agreement shall be construed as a single instrument, and the powers and duties of the Trustee named in the Deed of Trust and the rights of Beneficiary shall be the same as if the above described Parcels C and D conveyed herein had originally been included in the Deed of Trust.

2. Except insofar as herein expressly changed, or as changed in that certain Amendment No. 2 to Credit Agreement of even date herewith, between Grantor and Beneficiary, all terms, covenants and provisions of the Deed of Trust, and of that certain Credit Agreement dated August 8, 2002, as amended by Amendment No. 1 to Credit Agreement between Beneficiary and Janicki Industries, Inc., a Washington corporation, and Amendment No. 2 to Credit Agreement, both of even date herewith, and of all Loan Documents (as the term "Loan Documents" is defined in the Promissory Note described in and which is secured by the Deed of Trust), and obligations evidenced and secured thereby, shall remain in full force and effect and are hereby expressly ratified and confirmed by the parties hereto.

**GRANTOR**

STANISLAW PROPERTIES, L.L.C.,  
a Washington limited liability company

By:   
Robert Janicki, Member

**BENEFICIARY:**

BANK OF AMERICA, N.A.

By:   
Thomas W. Braaten, Sr. V.P.

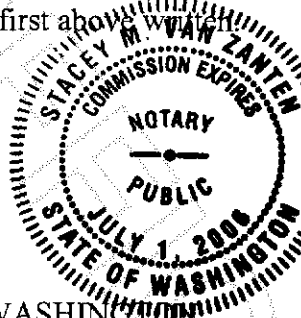
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

On this 30 day of July, 2003, before me personally appeared Robert Janicki, to me known (or proven on the basis of satisfactory evidence) to be a member of STANISLAW PROPERTIES, L.L.C., a Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and



deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that s/he was duly elected, qualified and acting as said member of the limited liability company, and that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Stacey M. VanZanten  
NOTARY PUBLIC in and for the State of  
Washington, residing at Sedro-Woolley  
My commission expires 07-01-06  
Print Name: Stacey M. VanZanten

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss.

On this 31<sup>st</sup> day of July, 2003, before me personally appeared Thomas W. Braaten, to me known (or proven on the basis of satisfactory evidence) to be the Senior Vice President of BANK OF AMERICA, N.A., the national banking association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said national banking association for the uses and purposes therein mentioned, and on oath stated that s/he was duly elected, qualified and acting as Senior Vice President of the said national banking association, and that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Marcie K. Paleck  
NOTARY PUBLIC in and for the State of  
Washington, residing at Mt. Vernon  
My commission expires October 15 2004  
Print Name: MARCIE K. PALECK

