

RETURN ADDRESS:

Horizon Bank
Commercial Banking
Center
2211 Rimland Drive, Suite
230
Bellingham, WA 98226



200310080098
Skagit County Auditor

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ACCOMMODATION RECORDING ONLY
FIRST AMERICAN TITLE CO.

61715

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200207120025

Additional on page ____

Grantor(s):

1. Whatcom-Skagit Mini Storage LLC

Grantee(s)

1. Horizon Bank

Legal Description: Section 7, Township 36, Range 4; Ptn. Gov.
Lot 4

Additional on page 4

Assessor's Tax Parcel ID#: 360407-0-008-0504 P48997

THIS MODIFICATION OF DEED OF TRUST dated September 30, 2003, is made and executed between Whatcom-Skagit Mini Storage; A Washington Limited Liability Company ("Grantor") and Horizon Bank, Skagit Commercial Center, 2211 Rimland Drive, Suite 230, Bellingham, WA 98226 ("Lender").

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 0560000027

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 11, 2002 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded July 12, 2002 in Skagit County, recording #200207120025.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Skagit County, State of Washington:

See "Exhibit A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1761 Patrick Lane, Bellingham, WA 98227. The Real Property tax identification number is 360407-0-008-0504 P48997

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The maturity date of July 10, 2003 referenced in above described Deed of Trust is hereby deleted in its entirety without substitution. The period of this Deed of Trust shall continue uninterrupted until re-conveyed by Lender to Grantor.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED SEPTEMBER 30, 2003.

GRANTOR:

WHATCOM SKAGIT MINI STORAGE LLC

By

Thomas Buggia, Member/Manager of Whatcom-Skagit Mini Storage LLC

LENDER:

X

Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Skagit

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) SS
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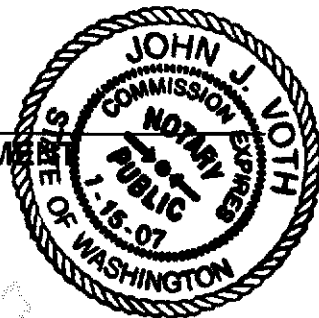
On this 3rd day of October, 20 03, before me, the undersigned Notary Public, personally appeared **Thomas Buggia, Member/Manager of Whatcom-Skagit Mini Storage LLC**, and personally known to me or proved to me on the basis of satisfactory evidence to be a of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By

Notary Public in and for the State of WA

Residing at Mount Vernon, WA

My commission expires 1-15-2007



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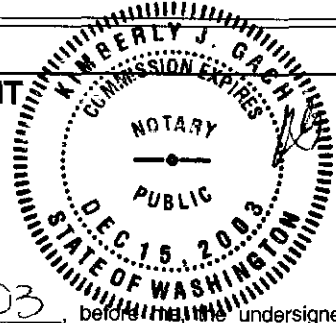
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 0560000027

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LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)



On this 3rd day of October, 20 03, before me, the undersigned Notary Public, personally appeared John Voth and personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Kimberly J. Gach
Notary Public in and for the State of WA

Residing at Mt. Vernon
My commission expires 12/15/03



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Schedule "A"

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of Government Lot 4 of Section 7, Township 36 North, Range 4 East, W.M., Skagit County, Washington, described as follows:

Commencing at the Southwest corner of said Government Lot 4; thence South 89 degrees 01'34" East 1451.78 feet to the Southeast corner of said Government Lot 4; being the Southeast corner of Skagit County Short Plat No. 11-85, as filed under Auditor's File No. 8603110018 and the point of beginning; thence North 00 degrees 18'56" West along the East line of said Government Lot and said Short Plat a distance of 1201.82 feet to the Southerly line of Alger-Lake Samish Road; thence North 70 degrees 55'30" West along said Southerly line a distance of 261.41 feet to the centerline of Patrick Lane as shown on said Short Plat; thence South 03 degrees 20'47" East along said centerline a distance of 22.10 feet; thence South 25 degrees 41'33" West along said centerline a distance of 215.99 feet; thence South 03 degrees 03'26" West along said centerline a distance of 123.31 feet; thence North 89 degrees 01'34" West 290.00 feet; thence South 30 degrees 00'00" West 150.00 feet; thence South 13 degrees 00'00" West 100.00 feet; thence South 15 degrees 50'30" West 104.59 feet to the Easterly line of Interstate Highway No. 5; thence Southerly along said Easterly line to the following courses: South 23 degrees 56'55" East 301.93 feet; thence South 27 degrees 24'52" East 146.80 feet; thence South 27 degrees 56'00" East 237.89 feet to the South line of said Government Lot 4; thence South 89 degrees 01'34" East along said South line a distance of 467.09 feet to the true point of beginning.



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