

**RETURN ADDRESS:**

Temecula Valley Bank,  
N.A.  
Main Office  
27710 Jefferson Avenue  
A100  
P. O. Box 690  
Temecula, CA 92593-0690



200311050070  
Skagit County Auditor

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108337-P

# 18037904 PLP 655-088-4003

LAND TITLE COMPANY SKAGIT COUNTY

**LANDLORD'S ESTOPPEL CERTIFICATE**

Reference # (if applicable): \_\_\_\_\_

Additional on page \_\_\_\_\_

Grantor(s):

1. Park, Chan S.
2. Lee, Mee Young

Grantee(s)

1. Temecula Valley Bank, N.A.

Legal Description: Lot 1 SP 96-001 in 32-3404

Additional on page \_\_\_\_\_

Assessor's Tax Parcel ID#: 340432-2-050-0100/P106797

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated August 7, 2003, is made and executed among Chan S. Park and Mee Young Lee, husband and wife, whose address is 2829 Cedardale Road, Mount Vernon, WA 98274 ("Grantor"); Temecula Valley Bank, N.A.; Main Office; 27710 Jefferson Avenue A100; P. O. Box 690; Temecula, CA 92593-0690 ("Lender"); and John and Violet E. Walton, 2830 Cedardale Road, Mount Vernon, WA 98274 ("Landlord").

**LANDLORD'S ESTOPPEL CERTIFICATE  
(Continued)**

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Grantor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Grantor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Grantor against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Grantor hereby agree with Lender as follows:

**THE LEASE.** Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated May 3, 1996, which was recorded as follows: Recorded May 21, 1996, in the County of Skagit, State of Washington, Auditors Number 9605210083. The following information is a summary of the basic terms and conditions of the Lease: The lease shall be for a period of twenty (20) years. Tenant shall have the option to extend the Lease Term for two (2) additional periods of ten (10) years each.

**REAL PROPERTY DESCRIPTION.** The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in Skagit County, State of Washington:

See Exhibit "A" attached hereto and made a part hereof by this reference.

The Real Property or its address is commonly known as 2829 Cedardale Road, Mount Vernon, WA 98273. The Real Property tax identification number is 340432-2-050-0100/P106797

**ESTOPPEL.** Landlord and Grantor hereby jointly and severally represent and warrant to Lender that:

**Lease in Effect.** The Lease (i) has been duly executed and accepted by Landlord and Grantor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

**No Default.** As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Grantor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Grantor under the Lease, including any against rents due or to become due under the terms of the Lease.

**Entire Agreement.** The Lease constitutes the entire agreement between Landlord and Grantor with respect to the Lease of the Property.

**No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

**AGREEMENTS.** Landlord and Grantor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

**Modification, Termination and Cancellation.** Landlord and Grantor will not consent to any modification, termination or cancellation of the Lease unless Lender first consents thereto in writing.

**Notice of Default.** Landlord will notify Lender in writing concurrently with any notice given to Grantor of any breach or default on the part of Grantor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Landlord will not declare a default of the Lease, if Lender cures such default within thirty (30) days from and after expiration of the time period provided in the Lease for the cure thereof by Grantor; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

**ADDITIONAL PROVISION.** Landlord hereby acknowledges and agrees that the Lease as amended is modified so that Lessee and Lender shall have the following rights thereunder:

- 1) Tenant or Lessee shall have the right to encumber the leasehold estate without Landlord's consent and Lender shall have the right to record evidence of any such lien or encumbrance;
- 2) The Lease shall not be further modified or canceled by Landlord without Lender's or its assignee's prior written approval so long as any debt or sums are owed to Lender by the Lessee;
- 3) Lender or its assignee has the right to acquire the leasehold at any foreclosure sale or by assignment from the Lessee and Lender or its successors shall have the unqualified right of reassignment of the leasehold estate together with all rights to exercise options, if any exist;
- 4) Upon Lender or its assignee acquiring the leasehold estate by foreclosure or assignment, Lender or its assignee shall have the further right to sublease that leasehold estate;
- 5) Upon any default by Lessee or Tenant under the Lease, and after written notice from Landlord, Lender or its assignee



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shall have ninety (90) days to cure any such default before the Lease is terminated;

6) Lender or its assignee shall be entitled to all hazard insurance proceeds resulting from damage to improvements on the leasehold estate up to and including the balance due Lender on any loan to Lessee secured by such leasehold estate;

7) Lender shall have the right to receive first proceeds from any condemnation award relating to the leasehold estate up to and including the balance due Lender on any loan to Lessee secured by such leasehold estate.


Landlord, Lessee and Lender acknowledge and agree that to the extent that any provision of this document conflicts with the Lease as amended, the terms of this agreement shall control.

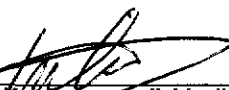
Lessor hereby consents and subordinates to Temecula Valley Banks Fixture Filing.

**MISCELLANEOUS PROVISIONS.** This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Washington. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

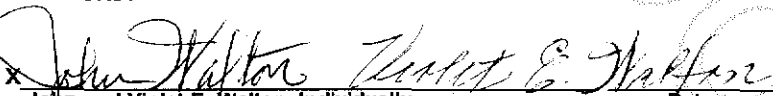
**GRANTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED AUGUST 7, 2003.**

GRANTOR:

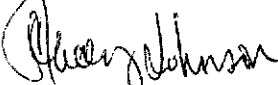
X  8-27-03  
Chan S. Park, Individually Date

X  8-27-03  
Mee Young Lee, Individually Date

LANDLORD:

X  8-27-03  
John and Violet E. Walton, Individually Date

LENDER:

X  \_\_\_\_\_  
Authorized Officer Date

Stacey Johnson, F.V.P.



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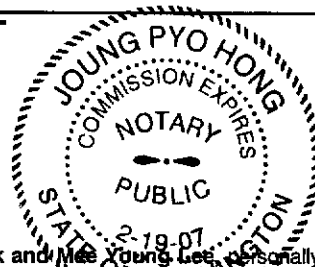
LANDLORD'S ESTOPPEL CERTIFICATE  
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this day before me, the undersigned Notary Public, personally appeared Chan S. Park and Mae Young Lee, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Landlord's Estoppel Certificate, and acknowledged that they signed the Certificate as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of August, 20 03

By Jerry Roth

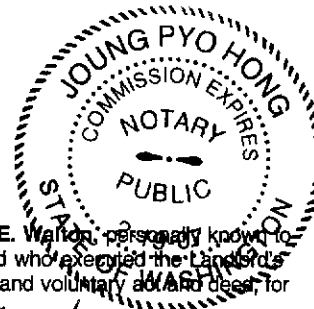
Residing at Bothell

Notary Public in and for the State of WA

My commission expires 2-19-07

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this day before me, the undersigned Notary Public, personally appeared John and Violet E. Warren, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Landlord's Estoppel Certificate, and acknowledged that he or she signed the Certificate as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of August, 20 03

By Jerry Roth

Residing at Bothell

Notary Public in and for the State of WA

My commission expires 2-19-07



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LENDER ACKNOWLEDGMENT

STATE OF

CA

)

) SS

COUNTY OF

Los Angeles

)

On this 31st day of October, 20 03, before me, the undersigned Notary Public, personally appeared Stacey Johnson and personally known to me or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_, 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

[Signature]

Residing at

CA

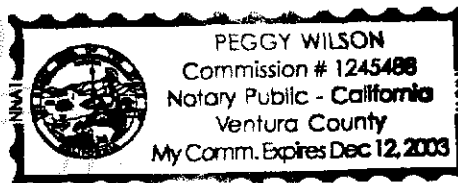
Notary Public in and for the State of

CA

My commission expires

12-12-03

LASER PRO Lending, Ver: 6.21.00.002 Copr: Harland Financial Solutions, Inc. 1997, 2003. All Rights Reserved. - WACA CACFIWINCFNPLUG2003.FD TR-2428 PR-98A



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DESCRIPTION:

Lot 1, Short Plat No. 96-001, approved May 10, 1996, recorded May 17, 1996, in Volume 12 of Short Plats, pages 100 and 101, under Auditor's File No. 9605170034, records of Skagit County, Washington, and being a portion of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , Section 32, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor