

RETURN ADDRESS:

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



200311130015

Skagit County Auditor

11/13/2003 Page 1 of 3 9:15AM

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200006220073

Additional on page ____

Grantor(s):

1. S.K.Y. Domes Enterprises, Inc.

Grantee(s)

1. Horizon Bank

Legal Description: Section 16, Township 34, Range 4; Ptn. SW - SE

Additional on page 2

Assessor's Tax Parcel ID#: 340416-4-011-0007

THIS MODIFICATION OF DEED OF TRUST dated October 23, 2003, is made and executed between S.K.Y. DOMES Enterprises, Inc.; a Washington Corporation ("Grantor") and Horizon Bank, Skagit Commercial Center, 2211 Rimland Drive, Suite 230, Bellingham, WA 98226 ("Lender").

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 0560000014

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 18, 2000 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded June 22, 2000 under Skagit County Auditor's File No. 200006220073, and modified by Modification of Deed of Trust dated August 29, 2001 and recorded September 11, 2001 under Skagit County Auditor's File No. 200109110071.

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

A leasehold interest in the following described tract: that portion of the Southwest of the Southeast of Section 16, Township 34 North, Range 4 East, W.M., described as follows: Commencing at the Southeast corner of said subdivision as shown on survey recorded in Book 7 of Surveys, Page 33, under Auditor's File No. 8702230031, records of Skagit County, Washington; thence North 00 18' 10" East 723.02 feet along the East line of said subdivision; thence North 89 41' 50" West 72.13 feet to the TRUE POINT OF BEGINNING; thence North 37 51' 12" West 280.00 feet; thence South 52 08' 48" West 275.00 feet; thence South 37 51' 12" East 280.00 feet; thence North 52 08' 48" East 275.00 feet to the TRUE POINT OF BEGINNING. SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, and other instruments of record.

The Real Property or its address is commonly known as 3301 East Fir Street, Mount Vernon, WA 98273. The Real Property tax identification number is 340416-4-011-0007

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

The revolving line of credit evidenced by the Note dated October 22, 2003 is decreased to \$69,500.00, which shall be and remain secured by the Deed of Trust. This note is a renewal and replacement of Promissory Note from Borrower to Lender dated August 29, 2001 in the original amount of \$100,000.00. All references in the loan documents to the old Note shall be deemed to be a reference to the new Note.

The maturity date of June 15, 2002 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 endorers 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 OCTOBER 23, 2003.

GRANTOR:

S.K.Y. DOMES ENTERPRISES, INC.

By: 

Dennis J. Sobchuk, President of S.K.Y. Domes Enterprises, Inc.

LENDER:

X 

Authorized Officer



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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 0560000014

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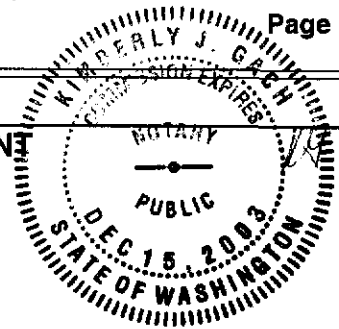
CORPORATE ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

On this 23rd day of October, 20 03, before me, the undersigned Notary Public, personally appeared **Dennis J. Sobchuk, President of S.K.Y. Domes Enterprises, Inc.**, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

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

Residing at 1114 Vernon
My commission expires 12/15/03



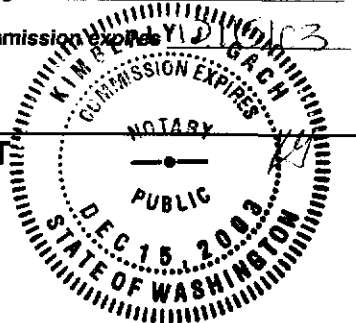
LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

On this 23rd day of October, 20 03, before me, the undersigned Notary Public, personally appeared John Stewart 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 1114 Vernon
My commission expires 12/15/03



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