



200404270063
Skagit County Auditor

4/27/2004 Page 1 of 5 11:28AM

After Recording Mail To:

KEYBANK NATIONAL ASSOCIATION
Mail Code: WA-31-18-0285
700 Fifth Avenue
P.O. Box 90
Seattle, WA 98111-0090
Attn: Sarah A. Bullock

Loan Nos. 0000169352 & 169352 - 1

CHICAGO TITLE CO.

1C 14166B ✓

MODIFICATION OF DEED OF TRUST

GRANTOR: BRIAR DEVELOPMENT COMPANY LLP, a
Washington limited liability partnership

GRANTEE: KEYBANK NATIONAL ASSOCIATION, a national
banking association

GRANTEE CHICAGO TITLE INSURANCE COMPANY
(trustee)

LEGAL Ptn. NW, Sec 21, T34N, R4E, W.M.

DESCRIPTION The complete legal description is on Exhibit A to the
Deed of Trust

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:
340421-2-001-0006, 340421-2-006-0001

RECORDING NO. OF DEED OF TRUST MODIFIED BY THIS
DOCUMENT: 9903310197

This MODIFICATION OF DEED OF TRUST dated April 20, 2004, modifies the Deed of Trust, Assignment of Rents and Leases and Security Agreement ("*Deed of Trust*") dated March 29, 1999, and recorded under Skagit County recording number 9903310197, from BRIAR DEVELOPMENT COMPANY, a Washington general partnership as Grantor, ("*Briar Partnership*") to CHICAGO TITLE INSURANCE COMPANY as Trustee in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association as Beneficiary,

("Lender") encumbering the real property ("Property") legally described on Exhibit A to the Deed of Trust. The Deed of Trust is modified as provided below pursuant to the Loan Modification Agreement ("Modification Agreement") dated the same as this Modification of Deed of Trust.

1. The definition of the term "Loan Documents" is modified to include this Modification of Deed of Trust, the Modification Agreement and the Amended and Restated Promissory Note referred to in the Modification Agreement.
2. Lender consents to the conversion of Briar Partnership to a limited liability partnership, BRIAR DEVELOPMENT COMPANY LLP, a Washington limited liability partnership ("Borrower"). Borrower agrees that Lender's consent to this conversion does not constitute a waiver of the provisions of Section 4.1 of the Deed of Trust and that, upon closing of the conversion, all further sales, conveyances, encumbrances and transfers will be subject to Section 4.1, Section 4.2 and Section 4.3 of the Deed of Trust.
3. Borrower agrees that it remains liable to perform all of Briar Partnership's obligations under the Deed of Trust and the other Loan Documents.
4. The principal amount of the Note secured by the Deed of Trust is decreased from \$9,600,000 to \$9,200,000, the maturity date extended, and other loan terms are amended pursuant to an Amended and Restated Promissory Note dated the same as this Modification of Deed of Trust.

This Modification of Deed of Trust may be executed in a number of identical counterparts. If so, each such counterpart shall collectively constitute one instrument.

In all other respects the provisions of the Deed of Trust are hereby affirmed and ratified. This Modification of Deed of Trust is not intended and shall not be construed to impair the validity, priority or enforceability of the Deed of Trust or the other Loan Documents.

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Skagit County Auditor

DATED as of the year and date first above written.

"Lender"

KEYBANK NATIONAL ASSOCIATION, a national banking association

By: Sarah Buller
its vice President

"Borrower"

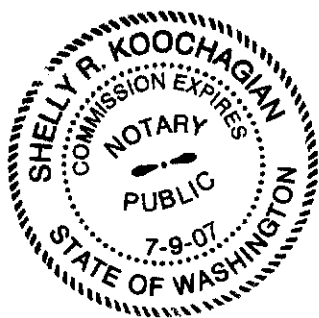
BRIAR DEVELOPMENT COMPANY LLP, a Washington limited liability partnership

By: Dale C. Henley
Dale C. Henley, President and CEO
12-4-20/04

STATE OF WASHINGTON)
)
County of King) ss.

I certify that I know or have satisfactory evidence that Sarah Buller is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President of KEYBANK NATIONAL ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 22nd day of April, 2004.



Shelly R. Koochagian
Notary Public in and for the State of Washington,
residing at Seattle, WA
Shelly R. Koochagian
Name (printed or typed)
My appointment expires: 7-9-07



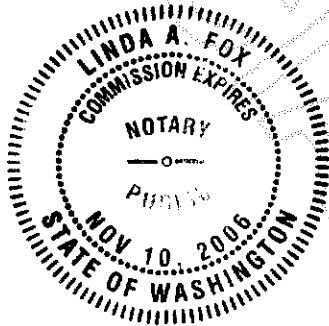
STATE OF WASHINGTON)

County of WHATCOM)

SS.

I certify that I know or have satisfactory evidence that **Dale C. Henley** is the person who appeared before me, and said persons acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President and CEO of **BRIAR DEVELOPMENT COMPANY LLP** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 20 day of APRIL, 2004.



Linda A. Fox

Notary Public in and for the State of Washington,

residing at Blaine

LINDA A FOX

Name (printed or typed)

My appointment expires: NOV 10/06



UNRECORDED
INSTRUMENT

CONSENT OF TENANT

The undersigned tenant at the Property consents to the foregoing Modification of Deed of Trust, the Loan Modification Agreement, and the Amended and Restated Promissory Note and agrees that its leasehold interest in the Property remains subordinate pursuant to the terms of the Subordination, Nondisturbance and Attornment Agreement and Estoppel Certificate recorded under Skagit County recording no. 9903310198.

DATED APRIL 20, 2004

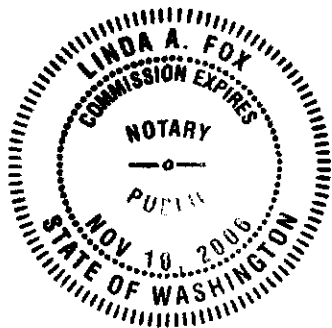
HAGGEN, INC., a Washington corporation

By: *Dale C. Henley*
name: DALE C. HENLEY
Title: PRESIDENT & CEO
to 4/20/04

STATE OF WASHINGTON)
County of WHATCOM) ss.

I certify that I know or have satisfactory evidence that DALE HENLEY is the person who appeared before me, and said person acknowledged that he she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the PRES. & CEO of HAGGEN, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 20 day of APRIL, 2004.



Linda A. Fox
Notary Public in and for the State of
Washington,
residing at Blaine
LINDA A. FOX
Name (printed or typed)
My appointment expires: NOV. 10/06

