

AFTER RECORDING MAIL TO:

James A. Wynstra, Attorney at Law

P. O. Box 409

Lynden, WA 98264



200405110022
Skagit County Auditor

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DEED OF TRUST

(For use in the state of Washington only)

Reference Numbers of related documents:

Grantor(s): **HOMESTAR NORTHWEST, LLC, a Washington limited liability company**

Grantee(s): **MARINER'S RIDGE INVESTMENT GROUP, a tenancy in common.**

Legal Description (abbreviated): Ptn. NW 25-35-1

Assessor's Property Tax Parcel Account Number(s): 350125-2-015-008 P32222, 350125-2-016-0007 P32225, 3800-033-020-0006 P57831 and 3800-029-015-0000 P107856

THIS DEED OF TRUST, made this _____ day of May, 2004, between

HOMESTEAD NW DEV. CO., GRANTOR, whose address is 506 W. Grover Street, Suite 101, Lynden, WA 98264,

WHATCOM LAND TITLE CO., INC., a Washington business corporation, TRUSTEE, whose address is 2011 Young Street, Bellingham, WA 98227, and

MARINER'S RIDGE INVESTMENT GROUP, a tenancy in common, BENEFICIARY, whose address is 506 Grover Street, Suite 101, Lynden, WA 98264.

WITNESSETH Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington.

FOR LEGAL DESCRIPTION SEE EXHIBIT A

Lots 15-20, Lot 1-6 BL 36 Kellogg & Ford's et al

Assessor's Property Tax Parcel/Account Number: 350125-2-015-008 P32222, 350125-2-016-0007 P32225, 3800-033-020-0006 P57831 and 3800-029-015-0000 P107856.

Which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 (\$2,500,000.00) DOLLARS with interest, in accordance with the terms of a promissory note of even date, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair, to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property, to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and

have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and come a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which grantor had or had the powers to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.
6. Power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy, Beneficiary may cause this Deed of trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.



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8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

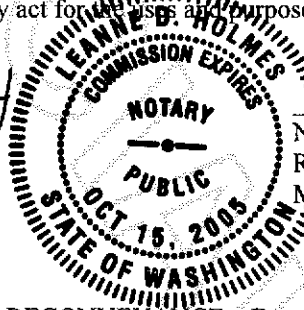
HOMESTEAD NW DEV. CO.

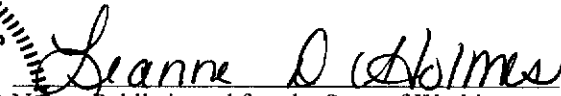

James A. Wynstra
President

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I hereby certify that I know or have satisfactory evidence that James A. Wynstra is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of HOMESTEAD NW DEV. CO. to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 5, 2004




Leanne D. Holmes
Notary Public in and for the State of Washington
Residing at Lynden
My appointment expires: October 15, 2005.

REQUEST FOR FULL RECONVEYANCE - Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 20 _____



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

Lots 15 through 20 and Lots 1 through 6, Block 36, "KELLOGG and FORD'S ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

TOGETHER WITH vacated alley in Block 36, vacated in ordinance No. 2362 and attaches by operation of law;

EXCEPT the North 12.12 feet of Lots 1 through 6 of said Block 36;

ALSO EXCEPT that portion described as follows:

Beginning at a point on the West line of said Block 36, 12.12 feet South of the Northwest corner thereof;
Thence South 89°52'32" East for 182.58 feet to an intersection with the East line of Block 36;
Thence South along the East line thereof for 50 feet to a point 153.88 feet North of the Southeast corner thereof;
Thence North 89°52'32" West for 182.35 feet to the West line of said Block 36;
Thence North 0°32'37" West along the West line thereof for 50 feet to the point of beginning;

AND ALSO EXCEPT existing roadway which provides access to the Ridge Development.

PARCEL B:

All those portions of Parcel "B" as shown on record of Survey filed in Book 15 of Surveys, at page 91, records of Skagit County, Washington, and of Blocks 29 and 36 and of vacated alley and vacated 37th Street included, KELLOGG and FORDS ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington, being more particularly described as follows:

Beginning at the Northwest corner of said Parcel "B";
Thence South 0°16'24" East along the West line of said Parcel "B" a distance of 280.82 feet;
Thence South 25°39'06" West, a distance of 138.18 feet;
Thence South 89°52'32" East a distance of 62.57 feet to the West line of said Parcel "B";
Thence South 0°15'24" East along said West line a distance of 163.88 feet;
Thence East a distance of 158.94 feet;
Thence South a distance of 40.77 feet;
Thence East a distance of 124.84 feet;
Thence South a distance of 55.32 feet to the South line of said Parcel "B";
Thence following the exterior boundary of said Parcel "B" for the following four courses:
North 89°44'10" East a distance of 51.78 feet;
Thence North 0°18'36" West a distance of 254.00 feet;
Thence North 0°16'58" West a distance of 401.45 feet;
Thence South 89°46'58" West a distance of 334.85 feet to the point of beginning.

Situated in Skagit County, Washington



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