

After Recording Return to:

Michele L. Chandler, Esq.
Dickinson Wright PLLC
38525 Woodward Avenue, Suite 2000
Bloomfield Hills, MI 48304-9270



200406150004

Skagit County Auditor

6/15/2004 Page 1 of 6 8:50AM

111916-S

LAND TITLE OF SKAGIT COUNTY

Document Title or Titles:

First Amendment To Deeds Of Trust, Assignment Of Rents, Security Agreement And
Fixture Filing.

Reference Nos. of Documents Amended:

Instrument No. 9901270043

Instrument No. 9901270045

Name of Grantor:

Valley Freightliner, Inc., a Washington Corporation
Larry Gordon and Virginia Gordon

Name of Grantee:

DaimlerChrysler Services North America LLC, a Michigan limited liability company
(successor by merger to Mercedes-Benz Credit Corporation)
Land Title Company of Skagit County

Legal Description:

Lot 9, Hilde Commercial Facility Binding Site Plan No. 97-0361,
approved November 25, 1998, recorded November 25, 1998 in
Volume 13 of Short Plats, pages 186 and 187, under auditor's
File No. 9811250022 and being a portion of the Northwest ¼ of
the Southwest ¼, Section 32, Township 34 North, Range 4
East, W.M.

Situate in the County of Skagit, State of Washington

Assessor's Property Tax Parcel Number or Account Number: P113741

FIRST AMENDMENT TO DEEDS OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO DEEDS OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Amendment"), is made and entered into this 2 day of June, 2004, by LARRY GORDON AND VIRGINIA GORDON, husband and wife (collectively, the "Gordons") and VALLEY FREIGHTLINER, INC., a Washington corporation ("Valley"), all having an address at 277 Stewart Road SW, Pacific, WA 98047 (the Gordons and Valley are sometimes collectively referred to herein as the "Trustors") for the benefit of DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC, a Michigan limited liability company (successor by merger to Mercedes-Benz Credit Corporation), having its office at 27777 Inkster Road, Farmington Hills, Michigan 48334-5326 ("Beneficiary").

PRELIMINARY STATEMENT

A. WHEREAS, Mercedes-Benz Credit Corporation (now known as DaimlerChrysler Services North America LLC, a Michigan limited liability company) has previously given loans to: (i) the Gordons in the amount of \$741,115.00 and (ii) Valley in the amount of \$2,980,885.00 (collectively, the "Original Loans") and on January 27, 1999, pursuant to the Original Loans, the Gordons executed and delivered to Beneficiary that certain Promissory Note in the amount of \$741,115.00 and Valley executed a delivered to Beneficiary that certain Promissory Note in the amount of \$2,980,885.00 (collectively, the "Original Notes"), which Original Notes are secured by, among other things, (A) Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by the Gordons, as trustor, and Valley, as guarantor, dated January 27, 1999, recorded as Instrument No. 9901270043 in Book 1934, Page 0253, in the Record's Office of Skagit County, Washington; and (B) Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Valley, as trustor, and the Gordons, as guarantor, dated January 27, 1999, recorded as Instrument No. 9901270045 in Book 1934, Page 0299, in the Record's Office of Skagit County, Washington (sometimes collectively referred to herein as the "Deeds of Trust"), which create a lien on certain real property and improvements located in Skagit County, Washington, more particularly described in Exhibit A attached hereto (the "Mortgaged Property");

B. WHEREAS, Trustors and Beneficiary have agreed to amend and restate the Original Notes to reflect, among other things, a change in the interest rate and an extension of the term of the Original Notes (the "Renewal Loans") and Beneficiary have executed the following documents of even date herewith (i) an Amended and Restated Promissory Note in the amount of Two Million Forty-Six Thousand Five Hundred Eleven and 60/100 Dollars (\$2,046,511.60) with a maturity date February 1, 2019, (ii) an Amended and Restated Promissory Note in the amount of Six Hundred Eighteen Thousand Eighty-Five and 15/100 Dollars (\$618,085.15) with a maturity date February 1, 2019 (collectively, the "Amended



200406150004

Skagit County Auditor

Notes") (iii) All-Encompassing Amendments to Existing Loan Documents (iv) this Amendment and (v) various other loan documents in connection with the Renewal Loan (collectively, the "Amended Loan Documents");

C. WHEREAS, Trustors and Beneficiary desire to amend the Deeds of Trust as provided for below in order to secure the Amended Notes and the Amended Loan Documents by the Deeds of Trust.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt whereof is hereby severally acknowledged, Trustors and Beneficiary hereby agree as follows:

1. The indebtedness and obligations secured by the Deeds of Trust shall include the indebtedness and obligations of the Trustors under the Amended Notes and the Amended Loan Documents. All references to the "Note" in the Deeds of Trust shall include the Amended Notes. All references to the "Loan Instruments" and "Loan Documents" in the Deeds of Trust shall include the Amended Notes and the Amended Loan Documents.

2. Trustors hereby (a) acknowledge and reaffirm their grant of mortgage and security interest in the Mortgaged Property and do hereby give, grant, bargain, sell, alienate, convey and confirm unto said Beneficiary, its successors and assigns, the Trust Estate (as this term is defined in the Deeds of Trust), (b) acknowledge and reaffirm their assignment of rents, issues, profits royalties, income and other benefits derived from the Property and do hereby sell, assign, transfer and set over absolutely unto Beneficiary, its successors and assigns, all of the right, title and interest of the Trustors in, to and under the leases or agreements for the use or occupancy of the whole or any part of the Mortgaged Property, whether such leases and agreements are now or at any time hereafter existing and all such other leases and agreements and (c) acknowledge and reaffirm that the Deeds of Trust and assignment of leases and rents contained therein secure the Amended Notes, the Amended Loan Documents and Trustors' obligations under all agreements with Beneficiary.

3. Trustors hereby acknowledge and reaffirm that the Deeds of Trust are a valid first lien upon the Mortgaged Property and the assignment of rents, issues and profits is a valid first assignment of the rents, issues and profits of the Mortgaged Property and Trustors promise and agree to fulfill all of the terms contained in the Deeds of Trust, as modified hereby.

4. Nothing contained herein shall in any way impair the Original Notes as amended by the Amended Notes, the Deeds of Trust, or the security now held for the indebtedness secured thereunder, or alter, waive, annul, vary or affect any provision, term, condition, or covenant therein, and as subsequently modified, except as herein provided, or affect or impair any rights, powers, privileges, duties or remedies under the Original Notes as amended by the Amended Notes or the Deeds of Trust, it being the intent of the



200406150004

Skagit County Auditor

parties hereto that the terms and provisions thereof shall continue in full force and effect, except as specifically modified on even date herewith.

5. The Amended Notes: (i) re-evidence the indebtedness heretofore evidenced by the Original Notes, (ii) is given in substitution for, and not as payment of, the Original Notes, and (iii) is in no way intended to (and shall not) constitute a novation or discharge of the Original Notes or any other instrument. Trustors and Beneficiary hereby renew the lien of the Deeds of Trust against all of the property encumbered thereby and described therein until all amounts evidenced by the Amended Notes and/or due under the original loan documents, as amended by the Amended Loan Documents, have been fully paid, the Deeds of Trust have been terminated in accordance with its terms and all of the liens arising thereunder have been duly released. Trustors agree that such renewal shall in no manner affect or impair the Amended Notes or the liens securing the same and that said liens shall not in any manner be waived.

6. Article 4.01 of the Deeds of Trust are hereby amended to include the following as events of default:

(h) Default in the performance by Trustors of any term or provision of any agreement or loan document evidencing wholesale inventory, capital loan or any other financing with Beneficiary;

(i) Termination or cancellation by Trustors of any DaimlerChrysler automotive franchise agreement.

7. This Amendment shall be binding upon the heirs, successors and assigns of the parties hereto.

TRUSTORS:

VALLEY FREIGHTLINER, INC., a Washington corporation.

By

Name: Larry Gordon

Its:

Pres.

LARRY GORDON

VIRGINIA GORDON



200406150004

Skagit County Auditor

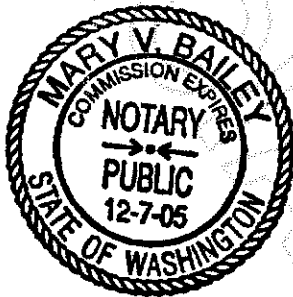
STATE OF WASHINGTON)

COUNTY OF Pierce)

) ss.

On this 2 day of June, 2004, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Gordon, to me known to be the President of the corporation that executed the within instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written



Mary V Bailey
Signature of Notary

MARY V BAILEY
Printed Name of Notary

NOTARY PUBLIC in and for the State of Washington

My appointment expires: 12-7-2005

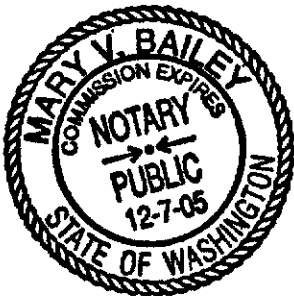
STATE OF WASHINGTON)

COUNTY OF Pierce)

) ss.

On this 2 day of June, 2004, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Gordon and Virginia Gordon to me known to be the individuals described and who executed the foregoing instrument, and acknowledged to me that they signed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned..

WITNESS my hand and official seal hereto affixed the day and year first above written



Mary V Bailey
Signature of Notary

MARY V BAILEY
Printed Name of Notary

NOTARY PUBLIC in and for the State of Washington

My appointment expires: 12-7-2005

BLOOMFIELD 45041-132 616480



200406150004
Skagit County Auditor

EXHIBIT A

Lot 9, Hilde Commercial Facility Binding Site Plan No. 97-0361, approved November 25, 1998, recorded November 25, 1998 in Volume 13 of Short Plats, pages 186 and 187, under auditor's File No. 9811250022 and being a portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 32, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington

Assessor's Property Tax Parcel Number or Account Number: P113741



200406150004
Skagit County Auditor