

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
85 Cleaveland Road, 2nd Floor
Pleasant Hill, CA 94523
Attn: AFS Loan Documentation Support



200504200109

Skagit County Auditor

4/20/2005 Page

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4 3:29PM

CHICAGO TITLE CO. 1124150

FIRST MODIFICATION OF DEED OF TRUST AND
ASSIGNMENT OF RENTS AND LEASES

Grantor (Grantor): SUNRISE ESTATES LIMITED PARTNERSHIP, a Washington limited partnership
Grantee (Beneficiary): WELLS FARGO BANK, NATIONAL ASSOCIATION
Grantee (Trustee): WELLS FARGO FINANCIAL NATIONAL BANK
Reference No. of Deed of Trust: 200209170065

This First Modification of Deed of Trust (this "Modification") is entered into as of March 17, 2005, by and between SUNRISE ESTATES LIMITED PARTNERSHIP, a Washington limited partnership ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Deed of Trust and Assignment of Rents and Leases dated as of September 10, 2002, executed by Grantor to Wells Fargo Financial National Bank, as Trustee, in favor of Beneficiary, and recorded on September 17, 2002, under Recording No. 200209170065, of the Records of Skagit County, Washington.

B. The obligations secured by the Deed of Trust have been modified, and Grantor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

A. The Deed of Trust is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that certain promissory note dated as of March 17, 2005, executed by Timothy B. White and payable to Beneficiary or its order, in the principal amount of One Million Four Hundred Thousand Dollars (\$1,400,000.00), which promissory note represents the refinancing of that certain promissory note dated as of September 10, 2002, and secured by the Deed of Trust), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

B. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Deed of Trust.

C. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

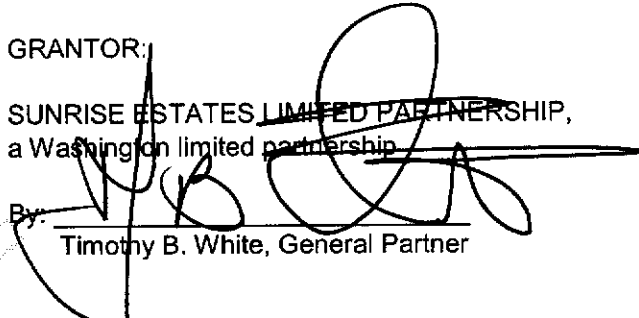
By:


Cy Lindberg
Vice President

GRANTOR:

SUNRISE ESTATES LIMITED PARTNERSHIP,
a Washington limited partnership

By:


Timothy B. White, General Partner

OBTAIN NOTARY ACKNOWLEDGMENTS

INDIVIDUAL ACKNOWLEDGMENT

State of Washington

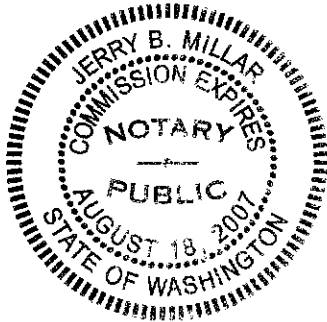
County of Whatcom

I certify that I know or have satisfactory evidence that

Timothy S. White

is/are the person who appeared before me and said person acknowledged that he signed the foregoing instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 7th 2005



[Signature]
Notary Public in and for the
State of Washington,
residing at: Everett, WA
My appointment expires 8/18/07



200504200109
Skagit County Auditor

INDIVIDUAL ACKNOWLEDGMENT

State of Washington

County of Whatcom

I certify that I know or have satisfactory evidence that

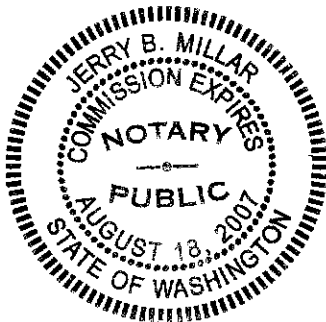
Cy Lindeberg

is/are the person who appeared before me and said person acknowledged that he signed the foregoing instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 7th 2005

[Signature]

Notary Public in and for the
State of Washington,
residing at: Bellingham
My appointment expires 8/18/07



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Skagit County Auditor