

**RETURN ADDRESS:**

Horizon Bank  
Commercial Banking Ctr  
2211 Rimland Dr., Ste 230  
Bellingham, WA 98226



200506020073  
Skagit County Auditor

6/2/2005 Page 1 of 3 1:30PM

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**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200403170059

Additional on page \_\_\_\_\_

Grantor(s):

1. The Great American Dream Inc.

Grantee(s)

1. Horizon Bank

Legal Description: Poition Lots 8-11, Block 39 "Montborne"

Additional on page 2

Assessor's Tax Parcel ID#: 4135-039-011-0013 (P74656); 4135-039-011-0200 (P120491)

**THIS MODIFICATION OF DEED OF TRUST** dated May 26, 2005, is made and executed between between The Great American Dream Inc.; a Washington Corporation ("Grantor") and Horizon Bank, whose address is Snohomish Commercial Center, 2211 Rimland Drive, Suite 230, Bellingham, WA 98226 ("Lender").

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

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated February 24, 2004 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

**Recorded March 17, 2004 under Skagit County Auditor's file No. 200403170059.**

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

Parcel 'A':

That portion of Lots 8 through 11, inclusive, Block 39 "PLAT OF RESERVED ADDITION TO THE TOWN OF MONTBORNE", as per plat recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington, and of vacated Walker Street and vacated alley described as follows:

Commencing at the most Easterly corner of said Lot 8; thence North 43 degrees 01'17" West, 75 feet to the true point of beginning; thence continuing North 43 degrees 01'17" West, 75 feet; thence South 47 degrees 38'15" West, 122.75 feet; thence South 43 degrees 01'17" West, 75 feet; thence North 47 degrees 38'15" East, 122.75 feet to the point of beginning.

Parcel 'B':

That portion of Lots 8 through 11, inclusive, Block 39 "PLAT OF RESERVED ADDITION TO THE TOWN OF MONTBORNE", as per plat recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington, and of vacated Walker Street and vacated alley described as follows:

Beginning at the most Easterly corner of said Lot 8; thence North 43 degrees 01'17" West 75 feet; thence South 47 degrees 38'15" West, 122.75 feet; thence South 43 degrees 01'17" East, 75 feet; thence North 47 degrees 38'15" East to the point of beginning

Situate in Skagit County, State of Washington

The Real Property or its address is commonly known as Portion Lots 8-11, Block 39 "Montborne", Mount Vernon, WA 98274. The Real Property tax identification number is 4135-039-011-0013 (P74656); 4135-039-011-0200 (P120491)

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

**This deed of trust now secures a Promissory Note dated May 26, 2005 in the amount of \$2,500,000.00 between Landmark Building and Development, Inc. as Borrower and Horizon Bank, as Lender.**

**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 endorsers 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 MAY 26, 2005.**

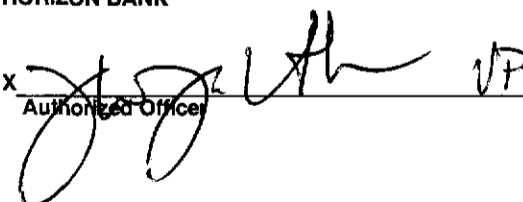
**GRANTOR:**

**THE GREAT AMERICAN DREAM INC.**

By:   
John W. Ellis, President of The Great American Dream Inc.

**LENDER:**

**HORIZON BANK**

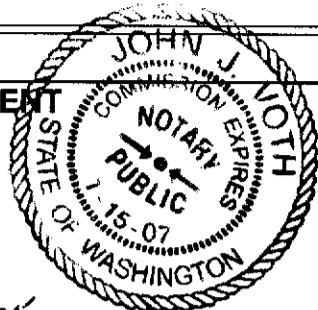
X  VP  
Authorized Officer

  
200506020073  
Skagit County Auditor

MODIFICATION OF DEED OF TRUST  
(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this 26th day of May, 20 05, before me, the undersigned Notary Public, personally appeared **John W. Ellis, President of The Great American Dream 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 [Signature] Residing at Mount Vernon, WA  
Notary Public in and for the State of WA My commission expires 1-15-2007

LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this 31st day of May, 20 05, before me, the undersigned Notary Public, personally appeared John Voth 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. Crook Residing at Mt. Vernon  
Notary Public in and for the State of WA My commission expires 12/15/07



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Skagit County Auditor