RETURN ADDRESS:

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



MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200311210175

Grantor(s):

1. The Great American Dream Inc.

Grantee(s)

1. Horizon Bank

Legal Description: Lot 13, 14, 15, 16 & 20 "TJ Townhouses"

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Assessor's Tax Parcel ID#: 4769-000-013-0000 (P117600); 4769-000-014-0000 (P117601); 4769-000-015-0000 (P117602); 4769-000-016-0000 (P117603); 4769-000-020-0000 (P117607)

THIS MODIFICATION OF DEED OF TRUST dated May 26, 2005, is made and executed between between The Great American Dream Inc. dba Landmark Building; 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)

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 20, 2003 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded November 21, 2003 under filing No. 200311210175.

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

Lots 13, 14, 15, 16 and 20, "TJ TOWNHOUSES" as recorded November 30, 2000 under Skagit County Auditor's File no. 200011300053

Situate in Skagit County, State of Washington

The Real Property or its address is commonly known as 1906, 1914, 1916, 1918 & 1920 30th Street, Mount Vernon, WA 98273. The Real Property tax identification number is 4769-000-013-0000 (P117600); 4769-000-014-0000 (P117601); 4769-000-015-0000 (P117602); 4769-000-016-0000 (P117603); 4769-000-020-0000 (P117607)

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. W. Ellis, President of The Great American Dream Inc. John LENDER: **HORIZON BANK** CORPORATE ACKNOWLEDGMENT) SS NOTON COUNTY OF) 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. Residing at and for the State of 1 $\sqrt{2}$ My commission expires

> 200506020075 Skagit County Auditor

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STATE OF COUNTY OF Skygut Country of Skygut Country Public, personally appeared or proved to me on the basis of satisfactory evidence to be 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 Museum State of ION My commission expires 12 15 17

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