

200510130157
Skagit County Auditor

10/13/2005 Page 1 of 8 3:49PM

RETURN ADDRESS:
NARA BANK
ATTN: SBA DEPT.
3701 WILSHIRE BLVD.,
SUITE 302
LOS ANGELES, CA
90010

FIRST AMERICAN TITLE CO.
84097-5

ASSIGNMENT OF RENTS

Reference # (if applicable): _____ Additional on page _____

Grantor(s):

1. CHANG, HAN SIK
2. CHANG, YONG CHA

Grantee(s)

1. NARA BANK

Legal Description: SECTION 18, TOWNSHIP 33, RANGE 4; PTN SE 1/4 aka LOT 1 OF SHORT PLAT #37-88

Additional on page _____

Assessor's Tax Parcel ID#: 330418-4-004-0203 P16826

THIS ASSIGNMENT OF RENTS dated October 7, 2005, is made and executed between HAN SIK CHANG and YONG CHA CHANG, HUSBAND AND WIFE (referred to below as "Grantor") and NARA BANK, whose mailing address is 12600 S.E. 38TH STREET, SUITE 230, BELLEVUE, WA 98006 (referred to below as "Lender").

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower waives the responsibility for being and keeping informed about

PROPERTY. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

DEBTORS' WAIVERS. Grantor waives all rights of defense arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for

DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

THIS ASSIGNMENT IS SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY

AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

LEASE TYPE:	The following is a general description of the specific lease:
Start Date:	October 7, 2005
End Date:	November 6, 2028
Term:	HAN YOUNG BARN CORPORATION, 18729 FIR ISLAND, MOUNT VERNON, WA 98273
Lessor(s):	
Lessee(s):	
Descriptive of the Premises:	\$9,536.00
Rental Amount:	23 years
Deposit Amount:	
Release Terms:	
Recording Data:	

COLLATERAL DESCRIPTION. The word "Rents" as used in this Assignment means all of Grantor's present and future rights, title and interest in, to and under the following described specific Lease of all or a portion of the property described in the "Assignment" section herein.

98273. The Property tax identification number is 330418-4-004-0203 P16826.

The Property or its address is commonly known as 18729 FIR ISLAND, MOUNT VERNON, WA

See "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in SKAGIT COUNTY, STATE OF WASHINGTON:

ASSIGNMENT OF RENTS (Continued)

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LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Washington and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.



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Appointee Recipient. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending subparagraph either in person, by agent, or through a receiver.

made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this made or other uses to Lender in response to Lender's demand shall satisfy the obligations for which tenants are payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants provided for in the Lender's Right to Receive and Collect Rents set forth above, if the Rents are collected in Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in Lender's costs, against the Lender, in furtherance of this right, Lender shall have all the rights above Lender's costs, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Lender, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, without notice to Borrower or Grantor, to declare the entire property.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Rights and Remedies on Default. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Cure Provisions. If any default, other than a default in payment of this Assignment, within twelve (12) months, it may be noticed of a breach of the same provision of this Assignment, within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default, (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter Lender completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment of the indebtedness is impaired.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed again.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party of the indebtedness. In the event of a dispute, Lender, in its option, or liability under, any Guaranty of the Assignment becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness, Lender, in its opinion, may, but shall not be required to, permit the guarantor to do so, cure any Event of Default.

Death or Insolvency. The dissolution of termianation of Borrower's or Grantor's existence as a going business, the under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Foothold Proceedings. Commencement of foreclosure proceedings, whether by judicial proceeding, self-help, repossession or foreclosure of Borrower or Grantor's assets, or any other method, by any creditor or grantee against the Rents or any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity of a garnishment notice of the creditor or forfeiture proceeding and deposits with Lender given to the creditor or debtor, and, in doing so, cure any Event of Default.

Default or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Defective Collateralization. This Assignment or any collateral document to create a valid and perfected security interest or misdealing in any material respects, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

False Statements. Any warranty, representation or statement made or furnished by Borrower or Grantor or on Borrower's behalf under this Assignment or any part of the Related Documents is false or misleading in any material respects, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Environmental Default. Failure of any party to comply with or to effect discharge of any lien.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

ASSIGNMENT OF RENTS (Continued)

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foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of KING County, State of Washington.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Assignment.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.



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Note. The word "Note" means the promissory note dated October 7, 2005, in the original principal amount of \$1,160,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note of another.

Lender. The word "Lender" means the successors and assigns of, Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note or Related Documents, together with all renewals of, extensions of, modifications of, payables under the Note or Related Documents, together with all renewals of, extensions of, costs and expenses of, indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses

payable under the Note or Related Documents, together with all renewals of, extensions of, costs and expenses of, indebtedness. The word "Guaranty" means the guaranty from grantor, endorser, surety, or accommodation party to

Guaranty. The word "Grantor" means HAN SIK CHANG and YONG CHA CHANG.

Grantor. The word "Default" means the Default set forth in this Assignment in the default section of this Assignment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Borrower. The word "Borrower" means HAN SIK CHANG, YONG CHA CHANG and HAN YOUNG BARN

CORPORATION.

OF RENTS from time to time.

be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may

have the meanings attributed to such terms in the Uniform Commercial Code:

Assignments. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural,

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment, unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this

Assignment laws of the State of Washington as to all indebtedness secured by this Assignment.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the homestead

Time is of the essence in the performance of this Assignment.

extinction without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

ownership of the Property becomes vested in a person other than Grantor, all rights, interests and benefits by way of foreclosure or

Successors and Assigns. Subject to any limitations stated in this Assignment of Grantor's interest, if

Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Successors and Assignments. Subject to any limitations stated in this Assignment of Grantor's interest,

other provisions of this Assignment.

Unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any

modifed so that it becomes legal, valid and enforceable, if the offending provision cannot be so modified, it shall

or unenforceable as to any other person or circumstance, that finding shall not make the offending provision illegal, invalid, or

severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or

render.

Powers of Attorney. The various agencies and powers of attorney covered on Lender under this Assignment are

granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by

Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors,

law, and except for notice required or allowed by law to be given in another manner, if there is more

purposes, Grantor agrees to keep Lender informed of all times given to all Grantors current address. Subject to applicable

to the other parties, specifying that the notice is to change the party's address. For notice

Assignment. Any party may change its address under this Assignment by giving formal written notice

first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this

deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as

when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when

manner, any notice required to be given under this Assignment shall be given in writing, and shall be effective

notices. Subject to applicable law, and except for notice required or allowed by law to be given in another

ASSIGNMENT OF RENTS (Continued)

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Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON OCTOBER 7, 2005.

GRANTOR:

x Han Sik Chang
HAN SIK CHANG

x Yong Cha Chang
YONG CHA CHANG

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

On this day before me, the undersigned Notary Public, personally appeared HAN SIK CHANG and YONG CHA CHANG, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of Oct, 2005.

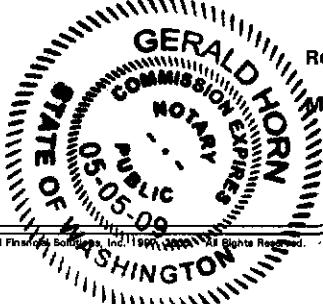
By _____

Notary Public in and for the State of WA

Residing at Renton

My commission expires 5/5/06

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Schedule "C"
Legal description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lot 1, Skagit County Short Plat No. 37-88 as approved September 19, 1988, and recorded September 20, 1988, in Volume 8 of Short Plats, page 67, under Auditor's File No. 8809200016, records of Skagit County, Washington, being a portion of the Southeast $\frac{1}{4}$ of Section 18, Township 33 North, Range 4 East, W.M.

TOGETHER WITH that portion of the Easterly 150.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 300.0 feet wide Station Ground property at Fir, Washington, being 200.0 feet wide on the Easterly side and 100.0 feet wide on the Westerly side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, Township 33 North, Range 4 East, W.M., lying between two lines drawn parallel with and distant, respectively, 50.0 feet and 200.0 feet Easterly, as measured at right angles from said Main Track centerline, bounded on the South by the South line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and on the North by the centerline of Kayton Slough.



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