

AFTER RECORDING MAIL TO:
Skagit Synergy LLC
16497 Dunbar Road
Mount Vernon, WA 98273



200511290212
Skagit County Auditor

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Reference No.:

Filed for Record at Request of:
Land Title Company of Skagit
Escrow Number: 118419-SE

LAND TITLE OF SKAGIT COUNTY

SECOND DEED OF TRUST

(For use in the State of Washington only)

Grantor(s): Harvest Edge, LLC
Beneficiary: Skagit Synergy LLC
Trustee: Land Title Company of Skagit
Abbreviated Legal: Ptn Tr. 49, Burlington Acreage Property & Tr. 999, West View East.
Additional legal(s) on page: 4
Assessor's Tax Parcel Number(s): 3867-000-049-1312, P62630, 4851-000-999-0000, P122467

THIS DEED OF TRUST, made this 22nd day of November, 2005 between **HARVEST EDGE, L.L.C., a Washington Limited Liability Company**, GRANTOR, whose address is 16497 Dunbar Road , Mount Vernon, WA 98273, **Land Title Company of Skagit**, TRUSTEE, whose address is P.O. Box 445 111 East George Hopper Road, Burlington, WA 98233 and **Skagit Synergy LLC, a Washington Limited Liability Company** BENEFICIARY, whose address is 16497 Dunbar Road , Mount Vernon, WA 98273.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) herein contained in this Deed of Trust, and payment of the sum of **FOUR HUNDRED EIGHT-FIVE THOUSAND AND NO/100THS Dollars (\$485,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate agreed upon.

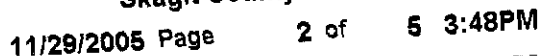
DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on **November 29th 2006**

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

- Beneficiary (Initials)

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.



16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. () NONE

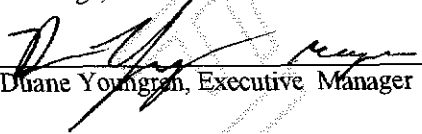
OR

b. ☒ As set forth on the attached "Exhibit ^B" which is incorporated by this reference.

(Note: If neither a nor b is checked, then option "a" applies)

Dated: November 22, 2005

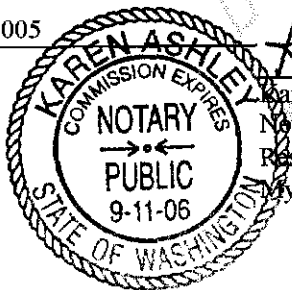
Harvest Edge, LLC


By: 
Duane Youngren, Executive Manager

STATE OF Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence Duane Youngren and ~~Tiffany Youngren~~
the person who appeared before
me, and said person acknowledged that they signed this instrument, on oath stated They are
authorized to execute the instrument and is Managing Manager
of Skagit Synergy, LLC
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: November 23, 2005




Karen Ashley
Notary Public in and for the State of Washington
Residing at Sedro-Woolley
My appointment expires: 9/11/2006

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____,



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A":

The West $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 49, of the "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington,

EXCEPT the South 300 feet thereof;

AND EXCEPT the West 140 feet thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Tract 999, "PLAT OF WEST VIEW EAST", as per plat approved December 30, 2004, and recorded January 3, 2005, as Skagit County Auditor's File No. 200501030074; TOGETHER WITH a non-exclusive utility easement over, across, and under the East 10 feet of Lot 38 of said Plat as delineated thereon.

Situate in the County of Skagit, State of Washington.



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EXHIBIT "B"

Beneficiary herein agrees to issue partial reconveyance of this Deed of Trust once said premises has been formally platted into individual lots. Said partial reconveyances shall be provided for the First eighth(8) lots (Phase I) for no monetary consideration; partial reconveyances for the remaining Eight(8) lots (Phase II) will requirement consideration, which is to negotiated between Skagit Synergy, LLC and Harvest Edge, LLC. Said payment shall be applied directly to the principal balance of the note secured by this Deed of Trust. Said partial reconveyances shall not land lock any portion of the property being secured herein.



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