

RETURN ADDRESS:

Whidbey Island Bank
Bellingham Office
265 York St.
Bellingham, WA 98225



200512220136

Skagit County Auditor

12/22/2005 Page

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3 3:23PM

LAND TITLE OF SKAGIT COUNTY

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 118342-SE

Additional on page ____

Grantor(s):

1. SONIA, INC.

Grantee(s)

1. Whidbey Island Bank

Legal Description: LOTS 1-5, BLK 62, ANAC

Additional on page 2

Assessor's Tax Parcel ID#: 3772-062-005-0005 (P55308)

A.I. # 200510240252

THIS MODIFICATION OF DEED OF TRUST dated December 20, 2005, is made and executed between between SONIA, INC.; a Washington Corporation ("Grantor") and Whidbey Island Bank, whose address is Bellingham Office, 265 York St., Bellingham, WA 98225 ("Lender").

MODIFICATION OF DEED OF TRUST

(Continued)

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 20, 2005 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

RECORDED ON OCTOBER 24, 2005 IN SKAGIT COUNTY UNDER AUDITOR'S FILE NUMBER 200510240252.
REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in SKAGIT County, State of Washington:

LOTS 1 THROUGH 5, BLOCK 62, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.
SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.
The Real Property or its address is commonly known as 1103 6TH STREET, ANACORTES, WA 98221. The Real Property tax identification number is 3772-062-005-0005 (P55308).

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

INCREASE LOAN AMOUNT FROM \$814,000.00 TO \$822,630.00.

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 endorses 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 DECEMBER 20, 2005.

GRANTOR:

SONIA, INC.

By:

KAMALJIT K BAGRI, President of SONIA, INC.

LENDER:

WHIDBEY ISLAND BANK

X
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF

WA.

COUNTY OF

Whiston

On this day of

21

Notary Public, personally appeared KAMALJIT K BAGRI, President of SONIA, INC., and personally known to me or proved to me on the basis of satisfactory evidence to be the agent of the corporation that executed the Modification of Deed of Trust and acknowledged 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 an authorized officer of the corporation.

By

[Signature]

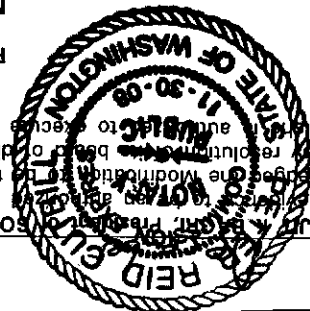
Notary Public in and for the State of WA.

Residing at

Bellevue

My commission expires

11-30-08



MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Washington

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) SS

COUNTY OF Denton

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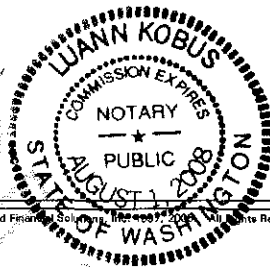
On this 21st day of December, 2005, before me, the undersigned Notary Public, personally appeared Peter R. Goff and personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument 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 [Signature]

Residing at [Signature]

Notary Public in and for the State of WA

My commission expires Aug 1, 2008



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200512220136
Skagit County Auditor