

WHEN RECORDED RETURN TO:  
PACIFIC INTERNATIONAL BANK  
1155 N. 130TH STREET  
SEATTLE, WA 98133

200608110120  
Skagit County Auditor  
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ASSESSOR'S PROPERTY TAX PARCEL OR ACCOUNT NUMBER:  
4177-003-007-0006

CHICAGO TITLE IC39779

[This Space Provided for Recorder's Use]

### COMMERCIAL DEED OF TRUST

This Commercial Deed of Trust is made on AUGUST 08, 2006 by  
JUNG HI KIM, AS HER SEPARATE ESTATE  
210 FERRY ST SEDRO WOOLLEY WA 98284 whose address is

the grantor(s) ("Borrower"). The trustee is CHICAGO TITLE INSURANCE COMPANY whose  
address is

("Trustee"). The beneficiary is PACIFIC INTERNATIONAL BANK whose address is

1155 N. 130TH STREET, SEATTLE, WASHINGTON 98133

("Lender"), which is organized and existing under the laws of

WASHINGTON

. Borrower in

consideration of the principal amount of

One hundred thousand & no/100

Dollars (\$ 100,000.00

) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of

which is acknowledged, hereby irrevocably grants, conveys, and assigns to Trustee, in trust, with power of sale, the land and  
property described below:

PTN. BLKS. 3 AND 4, WOOLLEY THE HUB OF SKAGIT COUNTY AND PTN. NE SW, SEC.

24, T35N, R4EWM

(SEE ADDENDUM "A")

TOGETHER WITH the privileges, improvements, rents, and profits, easements, hereditaments, appurtenances, equipment, and  
personal property of every description and all other rights and privileges including all minerals, oil, gas, and timber that is now or  
later located, situated, or affixed on or used in connection with it (hereinafter called the Property).

BORROWER COVENANTS that Borrower is lawfully seized of the estate conveyed and has the right to grant, convey, and  
assign the Property (and, if this Instrument is given on a leasehold, that the ground lease is in full force and effect without  
modification except as noted above and without default on the part of either the lessor or lessee), that the Property is  
unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands,  
subject to the easements and restrictions listed in the schedule of exceptions to coverage in any title insurance policy insuring  
Lender's interest in the Property.

☐ This is a **PURCHASE MONEY MORTGAGE**.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, mortgages, business  
loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements,  
assignments of leases and rents and all other documents and agreements executed in connection with this Deed of Trust, whether  
now or later existing. The Related Documents are made a part of this Deed of Trust, with the same force and effect as if they  
were fully set forth herein.

**INDEBTEDNESS.** This Deed of Trust secures the principal amount shown above as may be evidenced by a promissory note or  
notes of even, prior, or subsequent date hereto, including future advances and every other Indebtedness of every kind now and/or  
later owing from Borrower to Lender however created or arising, whether primary, secondary, or contingent, together with all  
interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Deed of Trust  
and all Related Documents (all referred to in this Deed of Trust as the Indebtedness).

**FUTURE ADVANCES.** To the extent permitted by law, this Deed of Trust will secure future advances as if such advances were  
made on the date of this Deed of Trust, regardless of the fact that from time to time there may be no balance due under the note  
and regardless of whether the Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the express intent of the Borrower to cross collateralize all of Borrower's indebtedness and  
obligations to the Lender however arising and whenever incurred.

By initialing, I acknowledge this is page 1 of 6 of the  
Commercial Deed of Trust.

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**BORROWER'S WARRANTIES.** Borrower represents, warrants, covenants, and agrees with Lender as follows:

**1. Payment.** Borrower promises to pay the Indebtedness in accordance with the terms thereof and to perform all of the obligations from which the Indebtedness may arise. Lender may apply all payments received from the Borrower in any order Lender deems appropriate, to the extent permitted by law.

**2. Condition of Property.** Borrower promises at all times to preserve and maintain the Property and every part thereof in good repair, working order, and condition, and will from time to time make all proper repairs so that the value of the Property is not in any way impaired.

**3. Removal of any Part of the Property.** Borrower promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**4. Alterations to the Property.** Borrower promises not to allow the commission of any waste on the Property. Borrower will make no material alterations, additions, or improvements of any type to the Property, even if such alterations, additions, or improvements would increase the value of the Property, nor will Borrower permit anyone else to do so except for tenant improvements and the completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Borrower will comply with all laws and regulations of all public authorities having jurisdiction over the Property relating to the use, occupancy or maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**5. Ground Lease.** Borrower agrees to comply with the provisions of any ground lease related to the Property and will give Lender notice of any default on the part of the Lessor. If an option to renew or extend the ground lease occurs during the duration of the Indebtedness, Borrower agrees to exercise such option and to submit evidence of the extension to Lender. Borrower hereby assigns its rights in any such ground lease to Lender; however, Lender shall not be liable or responsible for any of the obligations stated therein. Borrower promises not to alter or amend any such ground lease or to cancel, terminate, or surrender its interest in such ground lease without first obtaining the written consent of the Lender.

**6. Due on Sale - Lender's Consent.** Borrower will not sell, further encumber, or otherwise dispose of, except as herein provided, any or all of Borrower's interest in any part of or all of the Property without first obtaining Lender's written consent. If any encumbrance, lien, transfer, sale, or agreement for these is created, Lender may declare the Indebtedness immediately due and payable.

**7. Insurance.** Borrower promises to keep the Property insured against such risks, in such form, and with such carriers as may within the sole discretion of the Lender be acceptable, causing the Lender to be named as loss payee, or alternatively, if requested by Lender, Mortgagee, in such form and manner as prescribed by the Lender. The insurance company shall be chosen by Borrower subject to Lender's reasonable approval. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Borrower may be required to produce receipts of paid premiums and renewal policies. If Borrower fails to obtain the required coverage, Lender may do so at Borrower's expense. Borrower hereby directs each and every insurer of the Property to make payment of loss to the Lender with the proceeds to be applied, only at the Lender's option, to the repair and replacement of the damage or loss, or to be applied to the Indebtedness with the surplus, if any, to be paid by the Lender to Borrower. If applicable, Borrower will provide Lender with photocopies of any insurance policy(ies) pertaining to Borrower's ground lease.

**8. Payment of Taxes and Other Applicable Charges.** The Borrower promises to pay and to discharge liens, encumbrances, taxes, assessments, and governmental charges at any time levied or assessed against the Borrower or the Property and the Borrower will not do or allow to be done any act that would impair the value of the lien of this Trust Deed; provided, however, that the Borrower shall not be required to pay any tax, assessment, or governmental charge so long as the Borrower in good faith disputes the validity thereof and provides for payment in a manner satisfactory to Lender in the event the Borrower fails in the dispute.

**9. Environmental Laws and Hazardous or Toxic Materials.** Borrower certifies that as to any real estate that was, is, or will be owned or occupied by Borrower, such real estate has not and will not be allowed in any manner to be exposed to or contain hazardous or environmentally harmful substances as may be defined or regulated by any state or federal law or regulation, except to the extent the existence of such substances has been presently disclosed in writing to Lender, and Borrower will immediately notify Lender in writing of any assertion made by any party to the contrary. Borrower indemnifies and holds Lender and Lender's directors, officers, employees, and agents harmless from all liability and expense of every nature, including reasonable attorneys' fees, incurred directly or indirectly as a result of Borrower's involvement with any such hazardous or environmentally harmful substances.

**10. Financial Information.** Borrower agrees to supply Lender such financial and other information concerning Borrower's affairs and the status of any of its assets as the Lender, from time to time, may reasonably request. Borrower further agrees to permit the Lender to verify accounts as well as to inspect, copy, and examine Borrower's books, records, and files.

**11. Lender's Right to Enter.** Lender or Lender's agents will have the right to access to the Property at all reasonable times to attend to Lender's interest and ensure compliance with the terms of this Deed of Trust. If the Property, or any part of it require's inspection, repair, or maintenance, Lender, after reasonable notice, may enter upon the Property to effect the inspection, repair, or maintenance; and the cost will be added to the Indebtedness and paid by Borrower on Lender's demand.

**12. Rules of Construction.** Borrower will comply with the provisions of all construction loan agreements, which, if one exists, is incorporated by reference and is a part of this Deed of Trust.

All advances and other disbursements made by Lender under any construction loan agreement will become a part of the Indebtedness and will bear interest at the rate provided for in the Note from the date of advance or disbursement, provided such calculation of interest shall not be in conflict with applicable law, in which case, Lender shall calculate interest at the highest allowable rate.

Default under the terms of any construction loan agreement will be a default under this Deed of Trust and Lender will be entitled to the rights and remedies as provided in this Deed of Trust and as provided by law.

**BORROWER'S ASSURANCES.** At any time upon Lender's request, Borrower will execute and deliver to Lender, and if appropriate, cause to be recorded, such further deeds of trust, assignments, assignments of leases and rents, security agreements,

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Commercial Deed of Trust.

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**No Waiver.** No delay or failure of Lender to exercise any right, remedy, power, or privilege hereunder shall affect that right, remedy, power, or privilege, nor shall any single or partial exercise preclude the later exercise of any right, remedy, power, or privilege. No Lender delay or failure to demand strict adherence to the terms of this Deed of Trust will be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Deed of Trust and the Related Documents.

**APPLICATION OF PROCEEDS.** Lender shall have the exclusive right to determine the order in which the Property securing this Deed of Trust shall be sold and the proceeds applied to the Indebtedness in the event Lender exercises its remedies.

**SUBSTITUTE TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power, and duties conferred upon the Trustee herein and by applicable law.

**SALE OF NOTE.** The Note or a partial interest in the Note together with this Deed of Trust and Related Documents, may be sold one or more times without notice to Borrower.

**BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Extension of the time given by the Lender for payment of any of the Indebtedness will not operate to release, discharge, modify, or otherwise affect the original liability of Borrower herein or of Borrower's continued obligation to the covenants herein contained or the covenants and terms of any portion of the Related Documents.

Borrower expressly acknowledges that it is the intent of both itself and Lender to have Borrower's default of any of the provisions of this Deed of Trust constitute a default of all other agreements existing or later arising between them and that, likewise, a Borrower's default under any such agreement will be a default of this Deed of Trust.

Borrower warrants that no provision, warranty, or promise made by Borrower in any of the Related Documents causes any conflict with the terms of any document related to any other transaction involving Borrower with any other person or entity.

It is further agreed that:

(a) Upon Lender's request, Borrower agrees to pay Lender, in addition to payment of the Indebtedness, a pro rata portion of the taxes, assessments, mortgage guarantee insurance premiums (so long as this Deed of Trust is insured by a mortgage guarantee insurance policy), and hazard insurance premiums next to become due, as estimated by Lender so Lender will have sufficient funds on hand to pay taxes, assessments, and insurance premiums within thirty days before their due date, and to pay Lender, immediately, any deficit, the amount so held not to bear any interest and, upon default, to be applied by Lender to the Indebtedness at Lender's discretion;

(b) all rights and remedies granted to Lender hereunder are cumulative and not exclusive of one another or of any other remedy provided for by law or agreement, and may be exercised either successively or concurrently;

(c) if any provision of this Deed of Trust is prohibited by state law, such prohibitions shall apply only to that provision and all other provisions of the Deed of Trust shall remain in full force and effect;

(d) Lender may, at its option, reduce, release, or modify: the Indebtedness; the persons liable for the Indebtedness; or the Property that is subject to this Deed of Trust. Any such action shall not affect Borrower's remaining obligations under this Deed of Trust or the Related Documents;

(e) Borrower waives the right to assert the statute of limitations so as to preclude Lender from enforcement of the lien conferred upon it by this Deed of Trust;

(f) Upon payment of all sums secured by this Deed of Trust, Lender will direct Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee will reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons will pay Trustee's reasonable costs incurred in reconveying the Property.

**JOINT AND SEVERAL LIABILITY.** If this Deed of Trust is signed by more than one person, all persons signing it agree that they are jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Deed of Trust will continue in its successors and assigns. This Deed of Trust is binding on all heirs, executors, administrators, assigns, and successors of Borrower.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective when it is deposited in the United States Mail with the appropriate postage, mailed to the address of the party given at the beginning of this Deed of Trust, unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Borrower waives notice of Lender's acceptance of this Deed of Trust, defenses based on suretyship, all defenses arising from: any election by Lender under the United States Bankruptcy Code; the Uniform Commercial Code as enacted in the state where the Lender is located; and other applicable law, and also waives all rights of enquiry, demand, notice of acceleration, notice of nonpayment, presentment, protest, dishonor, and all other notice.

**TO THE EXTENT PERMITTED BY LAW, BORROWER WAIVES ALL RIGHTS TO NOTICE OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ALL RIGHTS TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS DEED OF TRUST.**

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pledges, financing statements, and other documents as Lender may require, in the Lender's sole discretion, to effectuate, complete, and to perfect, as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Deed of Trust. If the Borrower fails or refuses to execute and deliver any such document to the Lender, Borrower hereby irrevocably constitutes and appoints Lender, and Lender's officers and employees, as Borrower's true and lawful attorney-in-fact to do so, and the expenses thereof will be added to the Indebtedness and paid by Borrower upon Lender's demand. This power of attorney shall not be affected by the disability of the Borrower.

**CONDEMNATION.** Borrower hereby assigns to Lender all judgments, decrees, and awards for injury, damage, or condemnation of or to the Property and authorizes Lender, at Lender's option, to apply the proceeds thereof to the payment of the Indebtedness as Lender elects.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness contained herein, Borrower:

(a) hereby grants to Lender a security interest in all personal property and fixtures that may now or later constitute any part of the Property, in all personal property in Lender's possession, and in the balance of every deposit account of Borrower with Lender, which may be applied by Lender to the Indebtedness upon default hereunder, this interest is in addition to Lender's right of setoff; and

(b) hereby sells, assigns, transfers, and sets over to Lender all the rents, profits, and income under every lease or leases of the Property, including all extensions, amendments, and renewals, whether due now or to become due, including all leases in existence or coming into existence during the period this Deed of Trust is in effect. This assignment of rents shall run with the land and be good and valid as against Borrower and those claiming by, under, or through Borrower, from the date of the recording of this Deed of Trust. Borrower agrees to perform its obligations as Landlord under any lease in the Property and will not terminate or modify the terms of any lease without Lender's written consent. Borrower will provide Lender with copies of all such leases now or hereafter in existence, upon Lender's request. This assignment will continue to be operative during any foreclosure and other action enforcing this Deed of Trust, during any receivership created hereunder, and during the period of redemption, including the period of deficiency in the repayment of the Indebtedness. Borrower acknowledges that this assignment is given as collateral security only and shall not be construed as obligating Lender to perform any of Borrower's covenants or undertakings contained in any such assigned leases, although Lender may, at its sole option, do so. In the event of surrender or the taking of possession of the Property by Lender upon Borrower's default, Lender may thereafter collect the rents and income therefrom, rent or lease the Property or any portion thereof upon such terms as the Lender may deem advisable, in its sole discretion, and apply all proceeds derived therefrom to (i) preservation of the Property; (ii) payment of taxes; (iii) payment of insurance premiums; (iv) payment of the Indebtedness.

**EVENTS OF DEFAULT.** The following events shall constitute default of this Deed of Trust and all notes and other agreements it secures:

- (a) failure to make payments on the Indebtedness when due;
- (b) failure to perform or keep any of the covenants of this agreement or any agreement, oral or written, out of which the Indebtedness arises or that governs any of the terms of the Indebtedness;
- (c) Borrower's insolvency;
- (d) the filing by or against Borrower of any insolvency, bankruptcy or receivership proceeding;
- (e) the institution of any assignment by Borrower for the benefit of Borrower's creditors;
- (f) the insolvency or death of any guarantor of the Indebtedness;
- (g) the death of Borrower, if a natural person, or of any partner if Borrower is a partnership;
- (h) the dissolution, merger, and consolidation or transfer of a substantial part of the ownership of Borrower or any guarantor of the Indebtedness if Borrower or such guarantor is a corporation;
- (i) the non-payment of taxes or insurance, which shall also constitute waste and entitle Lender to the appointment of a receiver under applicable law;
- (j) the sale or transfer by Borrower of any interest in the Property, whether by deed, land contract, contract of sale, or the like;
- (k) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by the Borrower, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of the Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

In the event of default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof. If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall give such notices as the laws of Washington prescribe, and after the lapse of such time as may be required by applicable law, Trustee shall sell the Property according to the laws of Washington. Trustee may sell the Property at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

By initialing, I acknowledge this is page 3 of 6 of the  
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**USAGE.** The property is not used principally for agricultural or farming purposes.

**WAIVER OF HOMESTEAD EXEMPTION RIGHT.** Borrower hereby waives and releases all homestead exemption rights relating to the Property to the extent permitted by law.

**WAIVER OF APPRAISEMENT RIGHTS.** Borrower waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSE.** Borrower agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Deed of Trust, and in the event Lender is made party to any litigation because of the existence of the indebtedness or this Deed of Trust, as well as court costs, collection charges, and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Deed of Trust or any of Lender's rights under this Deed of Trust without notice to Borrower. Borrower may not assign this Deed of Trust or any part of it without Lender's express written consent.

**GOVERNING LAW AND JURISDICTION.** This Deed of Trust will be governed by the laws of the state of WASHINGTON . Borrower waives any plea of jurisdiction or venue on the ground that Borrower is not a resident of KING County, state of WASHINGTON and hereby specifically authorizes any action brought to enforce the Indebtedness to be instituted and prosecuted in the appropriate court of KING County, or in the United States District Court for the district containing said county.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Deed of Trust is invalid or prohibited by applicable law, that term or provision will be severed from the rest of the Deed of Trust without invalidating the remainder of either the affected provision or this Deed of Trust.

**WAIVER OF JURY TRIAL.** All parties to this Deed of Trust waive all right to trial by jury to the extent permitted by law. This jury trial waiver applies to all claims and disputes related or incidental to the relationship established between the parties to this Deed of Trust.

**ORAL AGREEMENTS.** Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

**ADDITIONAL PROVISIONS.**

**UNIFORM COMMERCIAL CODE (U.C.C.)** Borrower grants to Lender a security interest in all goods that Borrower owns now or in the future and that are or will become fixtures related to the Property. Borrower grants to Lender a security interest in all timber to be cut and as-extracted collateral situated on the Property including all rents, income, and profits relating to them. Borrower agrees that this Deed of Trust shall suffice as a financing statement and may therefore be filed of record as a financing statement for the purposes of Article 9 of the Uniform Commercial Code. Borrower authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**In WITNESS WHEREOF,** this Commercial Deed of Trust has been executed by the Borrower on the date written below.

Witness(es)

Borrower(s)

X \_\_\_\_\_  
Date

X Jungmin 8/8/06  
JUNG HI KIM Date

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date



INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON )

) ss

COUNTY OF King )

On this 8<sup>th</sup> day of August 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

JUNG HI KIM

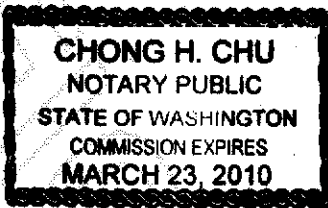
to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that SHE signed and sealed the said instrument as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year first above written.

My commission expires:

3/23/2010

(Official Seal)



Notary Public

BUSINESS ENTITY ACKNOWLEDGMENT

STATE OF )

) ss

COUNTY OF )

On this            day of           , before me personally appeared

me known to be the

the

acknowledged such instrument to be the free and voluntary act and deed of the above-mentioned

that

of the above-mentioned

authorized to execute the instrument and that the seal affixed (if any) is the

, to

of

that executed the within and foregoing instrument, and

, for the uses and purposes therein mentioned, and on oath stated

seal

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires:

Notary Public

(Official Seal)

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Instrument. Said note or notes, together with all other indebtedness secured by this Instrument, have been paid in full. You are hereby directed to cancel said note or notes and this Instrument, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Instrument to the person or persons legally entitled thereto.

Dated: \_\_\_\_\_

DRAFTED BY / ADDRESS

PACIFIC INTERNATIONAL BANK  
1155 N 130th St # 100  
Seattle, WA 98133

By initialing, I acknowledge this is page 6 of 6 of the  
Commercial Deed of Trust.

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**EXHIBIT "A"**

The South 165.24 feet of the following described property:

Block 3 and 4, WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON, according to the plat thereof recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington;

TOGETHER WITH vacated streets and alleys within said Block 3 and Block 4 and;

TOGETHER WITH the 100 foot right of way of the Fairhaven and Southern Railroad through said Block 3 and Block 4;

EXCEPT from all of the above, that portion which lies Easterly of a line that is parallel with and 165 feet West of and measured at right angles to the West line of Murdock Street as established in the City of Sedro Woolley.

Situated in Skagit County, Washington.

**- END OF EXHIBIT "A" -**



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