

When recorded return to:

Yosemite Management Group, LLC  
4999 Highway 140/P.O. Box 1989  
Mariposa, CA 95338

Filed for Record at Request of  
Land Title Company of Skagit  
Escrow Number: 16568-PE1

Grantor: Harvest Edge, LLC  
Grantee:



200612010124

Skagit County Auditor

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## SECOND DEED OF TRUST

*(For use in the State of Washington only)*

THIS DEED OF TRUST, made this 30th day of November, 2006 between HARVEST EDGE, LLC, a Washington Limited Liability Company, GRANTOR, whose address is 16497 Dunbar Road, Mount Vernon, WA 98273, LAND TITLE COMPANY OF SKAGIT COUNTY, TRUSTEE, whose address is 111 E. George Hopper Road, Burlington, WA 98233 and YOSEMITE MANAGEMENT GROUP, LLC, a California Limited Liability Company BENEFICIARY, whose address is 4999 Highway 140/P.O. Box 1989, Mariposa, CA 95338.

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

Abbreviated Legal: Lots 1, 2, 3, 4, 13 & 14 Harvest Edge

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): P124190, P124191, P124192, P124193, P124203 & P124202

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 herein contained in this Deed of Trust, and payment of the sum of **EIGHTY THOUSAND AND NO/100 Dollars (\$80,000.00)** 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, 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 **March 1, 2007**

To protect the security of this Deed of Trust, Grantor covenants and agrees:

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. 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 in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.



Dated: November 30, 2006

Harvest Edge, LLC

By: Duane Youngren, Manager

STATE OF Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence Duane Youngren  
the person who appeared before  
me, and said person acknowledged that he signed this instrument, on oath stated He is  
authorized to execute the instrument and is Manager  
of Harvest Edge, LLC  
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: November 30, 2006



Karen Ashley  
Karen Ashley  
Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: 9/11/2010

**REQUEST FOR FULL RECONVEYANCE**

*Not to be recorded. 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"**

**436 Harvest Edge**

P124203

HARVEST EDGE, LOT 14, ACRES 0.05, AF#200603170131 (DK12); BEING A PORTION OF THE WEST 1/2 OF THE WEST 1/2 OF TRACT 49, OF THE "PLAT OF THE BURLINGTON ACREAGE PROPERTY.

**448 Harvest Edge**

P124202

HARVEST EDGE, LOT 13, ACRES 0.05, AF#200603170131 (DK12); BEING A PORTION OF THE WEST 1/2 OF THE WEST 1/2 OF TRACT 49, OF THE "PLAT OF THE BURLINGTON ACREAGE PROPERTY.

**401 Harvest Edge**

P124190

HARVEST EDGE, LOT 1, ACRES 0.06, AF#200603170131 (DK12); BEING A PORTION OF THE WEST 1/2 OF THE WEST 1/2 OF TRACT 49, OF THE "PLAT OF THE BURLINGTON ACREAGE PROPERTY.

**423 Harvest Edge**

P124191

HARVEST EDGE, LOT 2, ACRES 0.04, AF#200603170131 (DK12); BEING A PORTION OF THE WEST 1/2 OF THE WEST 1/2 OF TRACT 49, OF THE "PLAT OF THE BURLINGTON ACREAGE PROPERTY.

**435 Harvest Edge**

P124192

HARVEST EDGE, LOT 3, ACRES 0.04, AF#200603170131 (DK12); BEING A PORTION OF THE WEST 1/2 OF THE WEST 1/2 OF TRACT 49, OF THE "PLAT OF THE BURLINGTON ACREAGE PROPERTY.

**447 Harvest Edge**

P124193

HARVEST EDGE, LOT 4, ACRES 0.05, AF#200603170131 (DK12); BEING A PORTION OF THE WEST 1/2 OF THE WEST 1/2 OF TRACT 49, OF THE "PLAT OF THE BURLINGTON ACREAGE PROPERTY.



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