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Skagit County Auditor

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Document Title: Deed of Trust  
LAND TITLE OF SKAGIT COUNTY

Reference Number: 123829.7

Grantor(s): ☐ additional grantor names on page \_\_\_\_

1. Petro Sun West Properties LLC

2. Bedrock Oil Inc

Grantee(s): ☐ additional grantee names on page \_\_\_\_

1. First Credit Bank

2. Commonwealth Land title Insurance Company

Abbreviated legal description: ☐ full legal on page(s) \_\_\_\_

Ptn Cont Ltr 13-343 E Wm

Assessor Parcel / Tax ID Number: ☐ additional tax parcel number(s) on page \_\_\_\_

T 217.5  
I, [Signature], am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$41.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed 11-29-07 Dated 11-29-07

**AFTER RECORDING RETURN TO:**

First Credit Bank  
Sunset-Doheny Branch  
9255 Sunset Boulevard  
West Hollywood, Ca 90069

LAND TITLE OF SISKIYOU COUNTY

Document Title(s) (or transactions contained therein):	<b>DEED OF TRUST</b>
Reference Number(s) of Documents assigned or released:	<b>N/A</b>
Grantor(s) (Last name first, first name and initials) <b>PETROSUN WEST, LLC, a California limited liability company and BEDROCK OIL, INC., a California corporation, as tenants in common</b>	
Grantee(s) (Last name first, first name and initials) <b>FIRST CREDIT BANK, a California banking corporation</b>	
Trustee: (Last name first, first name and initials) <b>COMMONWEALTH LAND TITLE INSURANCE COMPANY</b>	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range): <b>PTN GL.9, 13-34-3 E W.M.</b>	
Assessor's Property Tax Parcel / Account Number: (Skagit) <b>P21715</b>	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

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RECORDATION REQUESTED BY:

**WHEN RECORDED, MAIL TO:**

FIRST CREDIT BANK  
A California banking corporation  
Sunset-Doheny Branch  
9255 SUNSET BOULEVARD  
WEST HOLLYWOOD, CA 90069

**SEND TAX NOTICES TO:**

22026 68th Avenue South  
Building A  
Kent, WA 98032

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**DEED OF TRUST**

**GRANTOR(S):** PETROSUN WEST, LLC, a California limited liability company and BEDROCK OIL, INC., a California corporation, as tenants in common **Grantee (Beneficiary):** FIRST CREDIT BANK, a California banking corporation.

**GRANTEE (Trustee):** Commonwealth Land Title Insurance Company

**Legal Description:** See Exhibit A

**Assessor's Number:** See Exhibit A

THIS DEED OF TRUST is dated November 14, 2007, among PETROSUN WEST, LLC, a California limited liability company, whose address is 11601 Wilshire Blvd., Suite 700, Los Angeles, CA 90025 and BEDROCK OIL, INC., a California corporation, whose address is 2410 Camino Ramon, San Ramon, CA 93583, as tenants in common (collectively, "Trustor " and/or "Grantor"); FIRST CREDIT BANK, a California banking corporation, whose address is 9255 Sunset Boulevard, West Hollywood, CA 90069 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Commonwealth Land Title Insurance Company, a Nebraska corporation, and any substitute or successor trustees (referred to below as "Trustee").

1. **Conveyance and Grant.** For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, **with power of sale**, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in the State of Washington:

See **Exhibit A.**

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all



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Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to Washington law. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND (C) THE OBLIGATIONS OF PETROSUN HOLDINGS PURSUANT TO THE PETROSUN HOLDINGS GUARANTY, AS THOSE TERMS ARE DEFINED HEREIN, AND THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

2. **Trustor's Representations and Warranties.** Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the creditworthiness of Borrower).

3. **Trustor's Waiver.** Except as prohibited by applicable law, Trustor waives any right to require Lender to (a) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the indebtedness evidenced by the PetroSun Properties Note, default by PetroSun Holdings or PetroSun Properties or any other guarantor or surety, any action or nonaction taken by PetroSun Holdings, PetroSun Properties, Lender, or any other guarantor or surety of PetroSun Properties, or the creation of new or additional indebtedness; (b) proceed against any person, including PetroSun Holdings or PetroSun Properties, before proceeding against Trustor; (c) proceed against any collateral for the indebtedness evidenced by the PetroSun Properties Note, including PetroSun Holdings' or PetroSun Properties' collateral, before proceeding against Trustor; (d) apply any payments or proceeds received against the indebtedness evidenced by the PetroSun Properties Note in any order; (e) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about such indebtedness, PetroSun Holdings, PetroSun Properties, any collateral, or any other guarantor or surety, or about any action or nonaction of Lender; or (g) pursue any remedy or course of action in Lender's power whatsoever.

Trustor also waives any and all rights or defenses arising by reason of (h) any disability or other defense of PetroSun Holdings, PetroSun Properties, any other guarantor or surety or any other person; (i) the cessation from any cause whatsoever, other than payment in full, of the indebtedness evidenced by the PetroSun Properties Note; (j) the application of proceeds of such indebtedness by PetroSun Properties for purposes other than the purposes understood and intended by Trustor and Lender; (k) any act of omission or commission by Lender which directly



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or indirectly results in or contributes to the discharge of PetroSun Holdings or PetroSun Properties or any other guarantor or surety, or the indebtedness evidenced by the PetroSun Properties Note, or the loss or release of any collateral by operation of law or otherwise; (l) any statute of limitations in any action under this Deed of Trust or on the indebtedness evidenced by the PetroSun Properties Note; or (m) any modification or change in terms of such indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of such indebtedness is due and any change in the interest rate applicable thereto.

Trustor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Trustor's rights of subrogation and reimbursement against PetroSun Holdings or PetroSun Properties by the operation of Section 580d of the California Code of Civil Procedure, or otherwise.

Trustor waives all rights and defenses that Trustor may have because PetroSun Holdings' or PetroSun Properties' obligation is secured by real property. This means among other things, (1) Lender may collect from Trustor without first foreclosing on any real or personal property collateral pledged by PetroSun Holdings or PetroSun Properties, (2) if Lender forecloses on any real property collateral pledged by PetroSun Holdings or PetroSun Properties, (A) the amount of Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Lender may collect from Trustor even if Lender, by foreclosing on the real property collateral, has destroyed any right Trustor may have to collect from PetroSun Holdings or PetroSun Properties. This is an unconditional waiver of any rights and defenses Trustor may have because Borrower's obligation is secured by real property. These rights and defenses included, but are not limited to, any rights and defenses based upon Section 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

Trustor understands and agrees that the foregoing waivers are waivers of substantive rights and defenses to which Trustor might otherwise be entitled under state and federal law. The rights and defenses waived include, without limitation, those provided by California laws of suretyship and guaranty, anti-deficiency laws, and the Uniform Commercial Code. Trustor acknowledges that Trustor has provided these waivers of rights and defenses with the intention that they be fully relied upon by Lender. Until all indebtedness evidenced by the PetroSun Properties Note is paid in full, Trustor waives any right to enforce any remedy Lender may have against PetroSun Holdings or PetroSun Properties or any other guarantor, surety, or other person, and further, Trustor waives any right to participate in any collateral for the indebtedness evidenced by the PetroSun Properties Note now or hereafter held by Lender.

4. **Payment and Performance.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.



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5. **Possession and Maintenance of the Property.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

5.1. **Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

5.2. **Duty to Maintain.** Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

5.3. **Compliance with Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (i) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (ii) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

5.4. **Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the



Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

5.5. **Removal of Improvements.** Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

5.6. **Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

5.7. **Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans with Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

5.8. **Duty to Protect.** Trustor agrees neither to abandon nor leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

5.9. **Not for Agricultural Purposes.** Trustor agrees and represents that the Property is not and shall not be used principally for agricultural or farming purposes.

6. **Due on Sale - Consent by Lender.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.



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7. **Taxes and Liens.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

7.1. **Payment.** Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

7.2. **Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

7.3. **Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

7.4. **Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

8. **Property Damage Insurance.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

8.1. **Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as





Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

8.2. **Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in the Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

8.3. **Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

8.4. **Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.



9. **Tax and Insurance Reserves.** Subject to any limitations set by applicable law, Lender may require Trustor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce, amounts at least equal to the taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Lender as a general deposit from Trustor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Trustor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Trustor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Trustor, and Lender is not Trustor's agent for payment of the taxes and assessments required to be paid by Trustor.

10. **Lender's Expenditures.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender in Trustor'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 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 relevant Note from the date incurred or paid by Lender to the date of repayment by Trustor. 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 relevant 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 relevant Note; or (C) be treated as a balloon payment which will be due and payable at the relevant Note's maturity. The Deed of Trust 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.

11. **Warranty; Defense of Title.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

11.1. **Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and



(b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

11.2. **Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

11.3. **Compliance with Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

11.4. **Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

12. **Condemnation.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

12.1. **Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

12.2. **Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

13. **Imposition of Taxes, Fees and Charges by Governmental Authorities.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

13.1. **Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is



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requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

13.2. **Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

13.3. **Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

14. **Security Agreement; Financing Statements.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

14.1. **Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

14.2. **Security Interest.** Upon request by Lender, Trustor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall assemble the Personal Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

14.3. **Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

15. **Further Assurances; Attorney-in-Fact.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

15.1. **Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered,



to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

15.2. **Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

16. **Full Performance.** If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

17. **Events of Default.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

17.1. **Payment Default.** Trustor fails to make any payment when due under the Indebtedness.

17.2. **Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust 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 Trustor.

17.3. **Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a failure is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Trustor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.



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

17.5. **Default in Favor of Third Parties.** Should Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

17.6. **False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust, any Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

17.7. **Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

17.8. **Death or Insolvency.** The dissolution or termination of Trustor's existence as a going business, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, 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 Trustor.

17.9. **Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

17.10. **Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

17.11. **Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to,



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permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

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

17.13. **Insecurity.** Lender in good faith believes itself insecure.

17.14. **Right to Cure.** If such a failure is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Trustor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

18. **Rights and Remedies on Default.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

18.1. **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 Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

18.2. **Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the



terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

18.3. **Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by Washington law.

18.4. **UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by Washington law.

18.5. **Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

18.6. **Appoint Receiver.** 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 foreclosure or sale, and to collect the Leases and 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.

18.7. **Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

18.8. **Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

18.9. **Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean





notice given at least five (5) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

18.10. **Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshaled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

18.11. **Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, 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. Trustor also will pay any court costs, in addition to all other sums provided by law.

18.12. **Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

19. **Powers and Obligations of Trustee.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

19.1. **Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

19.2. **Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

19.3. **Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any



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part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

19.4. **Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Whatcom County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

19.5. **Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

20. **Notices.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed notice given to all Trustors.

21. **Statement of Obligation Fee.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by the laws of the State of Washington.

22. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Deed of Trust:

22.1. **Duplicate Originals.** This Deed of Trust is one of 31 duplicate originals of the same Deed of Trust, one of which shall be recorded in each of the counties in which Real Property is located. Grantor agrees that all of the duplicate originals of this Deed of Trust constitute a single Deed of Trust for the purposes of RCW 61.24.040. Grantor further agrees that the location of a trustee's sale under this Deed of Trust may be in any of the counties in which the Real Property is located at the Beneficiaries' election.



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22.2. **Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust 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.

22.3. **Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

22.4. **Arbitration.** Trustor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Trustor and Lender agree that in the event of an action for judicial foreclosure pursuant to Washington law, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

22.6. **Merger.** There shall be no merger of the interest or estate created by this Deed of Trust 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.

22.7. **Governing Law.** This Deed of Trust will be governed by, construed and enforced in accordance with federal law and the laws of the State of Washington. This Deed of Trust has been accepted by Lender in the State of Washington.

22.8. **No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust 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 Deed of Trust 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 Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, 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.

22.9. **Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

22.10. **Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

22.11. **Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

22.12. **Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

23. **Definitions.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. 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, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this



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Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

23.1. **Beneficiary.** The word "Beneficiary" means FIRST CREDIT BANK, a California banking corporation, and its successors and assigns.

23.2. **Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation PetroSun West, LLC, a California limited liability company, and Bedrock Oil, Inc., a California corporation, as tenants in common.

23.3. **Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

23.4. **Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

23.5. **Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., any applicable health and safety codes or regulations, or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

23.6. **Event of Default.** The words "Event of Default" mean any of the events of default set forth in the events of default section of this Deed of Trust.

23.7. **Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

23.8. **Guaranty.** The word "Guaranty" means any guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

23.9. **Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.



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23.10. **Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

23.11. **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, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

23.12. **Lender.** The word "Lender" means FIRST CREDIT BANK, a California banking corporation, its successors and assigns.

23.13. **Note.** The word "Note" means the **promissory note of even date herewith, in the original principal amount of Twenty Three Million Two Hundred Eighty Eight Thousand Nine Hundred Seventy Three Dollars and 00/100 (\$23,288,973.00) from Trustor to Lender**, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note.

23.14. **Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property or located in and used in connection with the operation of the Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

23.15. **PetroSun Properties.** The words "PetroSun Properties" means PetroSun West Properties, LLC, a California limited liability company.

23.16. **PetroSun Properties Note.** The words "PetroSun Properties Note" means a promissory note in the original principal amount of Twenty Two Million Nine Hundred Seventy One Thousand Twenty Seven Dollars and 00/100 (\$22,971,027) executed by PetroSun Properties in favor of Beneficiary.

23.17. **PetroSun Holdings.** The words "PetroSun Holdings" means PetroSun Holdings, LLC, a California limited liability company.

23.18. **PetroSun Holdings Guaranty.** The words "PetroSun Holdings Guaranty" means that certain Commercial Guaranty of even date herewith, by the terms of which PetroSun Holdings has guaranteed the satisfaction of the indebtedness evidenced by the PetroSun Properties Note, together with all costs and fees, including attorneys' fees, incurred by Beneficiary in enforcing the obligations evidenced by the PetroSun Properties Note.

23.19. **Property.** The word "Property" means collectively the Real Property and the Personal Property.



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23.20. **Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section, also referred to as "Collateral" in this Deed of Trust.

23.21. **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.

23.22. **Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

23.23. **Trustee.** The word "Trustee" means Commonwealth Land Title Insurance Company, a Nebraska corporation, and any substitute or successor trustees and any substitute or successor trustees.

23.24. **Trustor.** The word "Trustor" means PETROSUN WEST, LLC, a California limited liability company and BEDROCK OIL, INC., a California corporation, as tenants in common.

[SIGNATURE PAGES FOLLOW]



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Trustor acknowledges having read all the provisions of this deed of trust, and Trustor agrees to its terms.

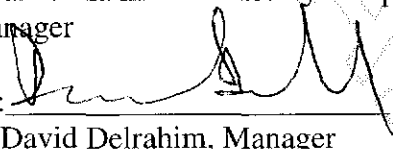
**TRUSTOR:**

PETROSUN WEST, LLC,  
a California limited liability company

By: Sunrise Petroleum, LLC,  
a California limited liability company,  
Manager

By:   
Michael Saei, Manager

By: Golden State Oil, LLC,  
a California limited liability company,  
Manager

By:   
David Delrahim, Manager

BEDROCK OIL, INC.,  
a California corporation

By:   
Sam Hirbod, President



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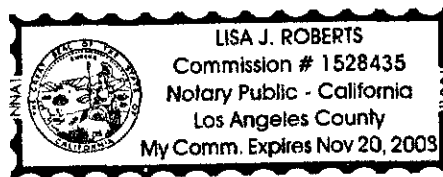
DEED OF TRUST  
(Continued)

STATE OF California )  
 )  
COUNTY OF Los Angeles ) SS.

On November 14, 2007 before me, Lisa J. Roberts,  
Notary Public, personally appeared Michael Saei,  
David DeTrahin + Sam Hirbod, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

On \_\_\_\_\_, 2007 before me,  
\_\_\_\_\_, Notary Public, personally appeared  
\_\_\_\_\_, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public



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## ILLEGIBLE NOTARY SEAL DECLARATION

### GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Lisa J. Roberts

Date Commission Expires November 20, 2008

County Where Bond is Filed Los Angeles

Place of Execution of this Declaration San Diego, CA 92108

Date November 16, 2007



Paula Mullins

Commonwealth Land Title Insurance Company

#### NOTARY DETAIL

Notary Public Name: ROBERTS LISA J  
Company Name: FIRST CREDIT BANK  
Mailing Address: 9255 SUNSET BLVD PENTHOUSE  
W HOLLYWOOD  
CA 90069  
County: LOS ANGELES  
County Code: 19  
Commission Number: 1528435  
NOTARY INVALID AS OF: 11/20/2008



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**EXHIBIT A**  
**DESCRIPTION OF REAL PROPERTY**

41174950.2



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**Exhibit A**

**Site # 1005**

7018 East Sprague Avenue, Spokane, WA 99212 – Assessor's No. 35241.0905

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND THE EAST HALF OF LOT 3, EXCEPT THAT PART OF SAID LOTS 1, 2 AND THE EAST HALF OF LOT 3, LYING NORTH OF A LINE DRAWN PARALLEL WITH AND 50 FEET DISTANT SOUTH OF THE CENTER LINE OF STATE ROAD NO. 2;

ALSO LOTS 10 AND 9 AND THE EAST HALF OF LOT 8 IN BLOCK 1 OF MILLER'S PARK ADDITION AS PER PLAT THEREOF RECORDED IN VOLUME "B" OF PLATS, PAGE 57, SITUATED IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

**Site # 1008**

3501 East Francis Avenue, Spokane, WA 99217 – Assessor's Nos. 36275.9078, 36273.9030 and 36273.9032

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

**PARCEL A:**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 43 EAST, W.M., LYING EAST OF MORGAN STREET ROAD NO. 1077 (NOW FREYA STREET);

EXCEPT THE NORTH 692.27 FEET;

AND EXCEPT THE SOUTH 550 FEET;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

**PARCEL B:**

THE NORTH 520 FEET OF THE SOUTH 550 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 43 EAST, W.M., LYING EAST OF MORGAN STREET ROAD NO. 1077; (NOW FREYA STREET)

EXCEPT THAT PORTION DEEDED TO SPOKANE COUNTY AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 821140204;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON

**PARCEL C:**

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 43 EAST, W.M., DESCRIBED AS FOLLOWS:



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BEGINNING AT A POINT ON THE NORTH LINE OF FRANCIS AVENUE, WHICH POINT IS 300 FEET EAST OF THE EAST LINE OF MORGAN STREET ROAD NO. 1077 (NOW FREYA STREET); THENCE NORTH PARALLEL TO AND 300 FEET DISTANT FROM SAID EAST LINE OF MORGAN STREET ROAD, (NOW FREYA STREET) A DISTANCE OF 520 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 229.86 FEET; THENCE SOUTH 520 FEET MORE OR LESS TO THE NORTH LINE OF FRANCIS AVENUE; THENCE EAST ALONG THE NORTH LINE OF FRANCIS AVENUE, 229.86 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION DEEDED TO SPOKANE COUNTY AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 8201140204;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL D:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 43 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE NORTH 30 FEET TO THE NORTH RIGHT OF WAY LINE OF BIGELOW GULCH ROAD (FRANCIS AVENUE); THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE 229.86 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 520 FEET; THENCE WEST TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 52.07 FEET; THENCE EAST 685.11 FEET; THENCE SOUTH 311.73 FEET; THENCE WEST 53.51 FEET; THENCE SOUTH 256 FEET TO THE NORTH RIGHT OF WAY LINE OF BIGELOW GULCH ROAD (FRANCIS AVENUE); THENCE WEST 402.68 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DEEDED TO SPOKANE COUNTY AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 8201140203;

ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 43 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT "A", BSP 93-034, AS RECORDED IN AUDITOR'S FILE NO. 9503160306, VOLUME 1 OF BINDING SITE PLANS, PAGE 70; THENCE NORTH 90°00'00" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF FRANCIS AVENUE, A DISTANCE OF 142.98 FEET; THENCE NORTH 00°02'32" WEST, A DISTANCE OF 546.25 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED NOVEMBER 21, 1966 AS AUDITOR'S FILE NO. 248242; THENCE SOUTH 89°58'44" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 196.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT "A" OF BSP 93-034; THENCE SOUTH 00°02'32" EAST, ALONG THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 290.23 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 53.51 FEET; THENCE SOUTH 00°02'32" EAST, ALONG THE WEST LINE OF SAID TRACT "A"; DISTANCE OF 256.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A"; AND THE TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM COUNTY ROADS;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.



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**Site # 1028**

715 Preston Avenue, Waitsburg, WA 99361 – Assessor's No. 37-09-11-56-0411 and 37-09-11-56-0427

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

LOTS 11, 12, 13, AND 14 IN BLOCK 4 OF PLEASANT VIEW ADDITION TO CITY OF WAITSBURG, WASHINGTON, ACCORDING TO THE OFFICIAL PLAT THEREOF OF RECORD IN THE OFFICE OF THE AUDITOR OF WALLA WALLA COUNTY, WASHINGTON, IN BOOK C OF PLATS AT PAGE 25.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 509105.

ALSO EXCEPTING THEREFROM THE SOUTH 5 FEET OF SAID LOT 12 IN BLOCK 4 OF PLEASANT VIEW ADDITION TO WAITSBURG, WASHINGTON.

SITUATE IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

**Site # 1041**

804 North Main Street, Colfax, WA 99111 – Assessor's Nos. 1-0135-00-01-04-0000, 1-0135-00-01-05-0000 and 1-0135-00-01-06-0000

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF COLFAX, COUNTY OF WHITMAN, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

LOTS 2, 3, 4, 5 AND 6, BLOCK 1, PRESCOTT AND PERKINS RIVERSIDE ADDITION TO COLFAX, IN THE SOUTH HALF OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 43 EAST, W.M., ACCORDING TO PLAT THEREOF, RECORDED IN VOLUME B OF PLATS, PAGE 7, IN WHITMAN COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF WHITMAN, STATE OF WASHINGTON.

**Site # 1055**

1303 Wine Country Road, Prosser, WA 99350 – Assessor's Nos. 1-0284-102-0023-001 and 1-0284-102-0023-019

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF BENTON, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

PARCEL A

THE NORTHERLY 50 FEET OF LOTS 1, 2, 3 BLOCK 23, TOWN OF PROSSER, ACCORDING TO PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 1, RECORDS OF BENTON COUNTY, WASHINGTON. TOGETHER WITH AN EASEMENT FOR A SEWER AND WATERLINE AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 16, 1981 UNDER AUDITOR'S FILE NO. 853565, AND TOGETHER WITH AN EASEMENT FOR EGRESS AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 16, 1992 UNDER AUDITOR'S FILE NO. 9231266.



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**PARCEL B**

THE NORTHWESTERLY 50 FEET MEASURED PERPENDICULAR TO THE RIGHT-OF-WAY LINE OF SHERMAN AVENUE, OF LOTS 4 AND 5, BLOCK 23 OF THE TOWN OF PROSSER, RECORDS OF BENTON COUNTY, WASHINGTON. TOGETHER WITH AN EASEMENT FOR EGRESS AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 26, 1992, UNDER AUDITOR'S FILE NO. 92-31266.

SITUATE IN BENTON COUNTY, STATE OF WASHINGTON.

**Site # 1056**

500 George Washington Way, Richland, WA 99352 – Assessor's Nos. 1-1198-402-0563-001 and 1-1198-402-0563-002

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF BENTON, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

LOTS 1 AND 2, BLOCK 563, PLAT OF RICHLAND, ACCORDING TO THE PLAT RECORDED THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON;

EXCEPT PORTIONS CONVEYED TO CITY OF RICHLAND FOR ROAD PURPOSES UNDER AUDITOR'S FILE NO. 2006-027967.

SITUATE IN BENTON COUNTY, STATE OF WASHINGTON.

**Site # 1058**

119 East Humorist Road, Burbank, WA 99323 – Assessor's No. 30-08-01-54-0102

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

LOT 2 IN BLOCK 1 OF BURBANK LAKE ADDITION, AS PER PLAT THEREOF RECORDED IN VOLUME G OF PLATS AT PAGE 3, RECORDS OF WALLA WALLA,

SITUATE IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.

**Site # 1069**

600 Yakima Valley Highway, Sunnyside, WA 98944 – Assessor's Nos. 221025-21439 and 221025-21425

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF YAKIMA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

THE SOUTH 50 FEET OF LOT 8,  
EXCEPT THE EAST 338.5 FEET THEREOF.  
AND

THE WEST 169 FEET OF THE NORTH 9.5 FEET OF LOT 7, BLOCK "C" OF GEORGE E. SHAW'S ACRE TRACT ADDITION TO SUNNYSIDE, WASHINGTON, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN VOLUME "A" OF PLATS, PAGE 74, RECORDS OF YAKIMA COUNTY, WASHINGTON.  
AND

THAT PORTION OF LOT 7, BLOCK "C" GEORGE E. SHAW'S ACRE TRACT ADDITION TO SUNNYSIDE



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WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "A" OF PLATS, PAGE 74, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 7, WHICH POINT IS 9.5 FEET SOUTH OF THE NORTHWEST CORNER THEREOF;

THENCE EAST 165 FEET;

THENCE SOUTH 85 FEET MORE OR LESS TO THE NORTH RIGHT OF WAY OF THE STATE HIGHWAY;

THENCE NORTH 80° 00' WEST TO THE EAST LINE OF 6TH. STREET IN THE CITY OF SUNNYSIDE, WHICH LINE IS ALSO THE WEST LINE OF SAID LOT 7;

THENCE NORTH ALONG THE SAID WEST LINE 50 FEET, MORE OR LESS TO PLACE OF BEGINNING.

SITUATED IN YAKIMA COUNTY, STATE OF WASHINGTON

**Site # 1079**

2511 3rd Avenue also known as 207 Lower Ahtanum Road, Union Gap, WA 98903 – Assessor's No. 181201-13020

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF YAKIMA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

**PARCEL A:**

All that part of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 1, Township 12 North, Range 18, E.W.M., lying Southerly of the Center line of the Wide Hollow Creek and North of the Lower Ahtanum Road and East of the East line of 3rd Avenue (formerly known as Broadway);

EXCEPT that portion conveyed to the City of Union Gap by instrument recorded February 23, 1999 under Auditor's File Number 7102035;

EXCEPT the East 568 feet of the following described premises:

All that portion of the West half of the West half of the Southeast quarter of the Northeast quarter and all that portion of the East half of the Southwest Quarter of the Northeast Quarter of Section 1, Township 12 North, Range 18, E.W.M., lying southerly of the center line of Wide Hollow Creek and North of Lower Ahtanum Road and East of the East line of Broadway.

EXCEPTING the following described tract:

The West 123 feet of the following:

All that part of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 1, Township 12 North, Range 18, E.W.M., lying Southerly of the center line of the Wide Hollow Creek and North of the Lower Ahtanum Road and East of the East line of Broadway;

EXCEPT the North 158 feet thereof, as measured along the West line of said subdivision;

EXCEPT that portion conveyed to the City of Union Gap by instrument recorded February 23, 1999 under Auditor's File Number 7102035.

**PARCEL B:**

The West 123 feet of the following:

All that part of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 1, Township 12 North, Range 18, E.W.M., lying Southerly of the center line of the Wide Hollow Creek and North of the Lower Ahtanum Road and East of the East line of Broadway;

EXCEPT the North 158 feet thereof, as measured along the West line of said subdivision;



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EXCEPT that portion conveyed to the City of Union Gap by instrument recorded February 23, 1999 under Auditor's File Number 7102035.

**PARCEL C:**

The North 158 feet measured along the West line of the West 123 feet of the following:

All that part of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 1, Township 12 North, Range 18, E.W.M., lying Southerly of the center line of the Wide Hollow Creek and North of the Lower Ahtanum Road and East of the East line of Broadway

Situated in Yakima County, State of Washington.

**Site # 1132**

1300 East Sunset Drive, Bellingham, WA 98226 – Assessor's No. 380320 176493 0000, 380320 187494 0000, and 03 01758

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF WHATCOM, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

**PARCEL A:**

A TRACT OF LAND IN SECTION 20, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE NORTHEAST DIAGONAL ROAD (NOW SUNSET DRIVE IN THE CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON), AND THE CENTER LINE OF ORLEANS STREET; THENCE NORTH 60°34'30" EAST ALONG THE CENTER LINE OF SUNSET DRIVE, 146.00 FEET; THENCE SOUTH 29°25'30" EAST, 30.00 FEET TO THE SOUTHEASTERLY LINE OF SUNSET DRIVE AND THE TRUE POINT OF BEGINNING; THENCE NORTH 60°34'30" EAST ALONG THE SOUTHEASTERLY LINE OF SUNSET DRIVE, 54.00 FEET; THENCE SOUTH 29°25'30" EAST, 140.84 FEET; THENCE WEST, 206.34 FEET TO AN INTERSECTION WITH A CURVE 220 FOOT RADIUS, THE CENTER OF WHICH CURVE BEARS SOUTH 64°16'40" EAST, AND THE SAID CURVE BEING PART OF THE SOUTHEASTERLY LINE OF THE TRACT DEEDED FOR STREET PURPOSES AND RECORDED IN VOLUME 131 OF DEEDS, PAGE 222, RECORDS OF WHATCOM COUNTY, WASHINGTON; THENCE NORTHEASTERLY, TO THE RIGHT, ALONG THE SAID CURVE OF 220.00 FOOT RADIUS, 133.82 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION LYING WITHIN SUNSET DRIVE RIGHT OF WAY.

SITUATE IN WHATCOM COUNTY, WASHINGTON. PARCEL B:

A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE NORTHEAST DIAGONAL ROAD (NOW SUNSET DRIVE IN THE CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON) AND THE CENTER LINE OF ORLEANS STREET; THENCE NORTH 60°34'30" EAST, ALONG THE CENTER LINE OF SUNSET DRIVE, 250.00 FEET; THENCE SOUTH 29°25'30" EAST, 30.00 FEET TO THE SOUTHEASTERLY LINE OF SUNSET DRIVE AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 29°25'30" EAST, 169.04 FEET; THENCE WEST, 57.41 FEET; THENCE NORTH 29°25'30" WEST, 140.84 FEET TO THE SOUTHEASTERLY LINE OF SUNSET DRIVE; THENCE NORTH 60°34'30"



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EAST, ALONG THE SOUTHEASTERLY LINE OF SUNSET DRIVE, 50.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION LYING WITHIN SUNSET DRIVE RIGHT OF WAY.

SITUATE IN WHATCOM COUNTY, STATE OF WASHINGTON.

**Site # 1155**

17587 State Route 536, Mount Vernon, WA 98273 -- Assessor's No. 340313-0-036-0000

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

THE SOUTHERLY 175 FEET OF A TRACT OF LAND IN GOVERNMENT LOT 9, SECTION 13, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH MARGIN OF P.S. NO. 1-AN SAID POINT BEING 990.37 FEET NORTH 52°06' WEST FROM THE INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE SOUTH LINE OF SAID SECTION 13;

THENCE NORTH 52°06' WEST ALONG THE NORTHEASTERLY LINE OF SAID HIGHWAY 250 FEET; THENCE NORTH 6°52' EAST 580.70 FEET, MORE OR LESS, TO THE BASE OF THE DIKE RIGHT OF WAY;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE DIKE RIGHT OF WAY TO A POINT WHICH BEARS NORTH 6°52' EAST FROM THE POINT OF BEGINNING;

THENCE SOUTH 6°52' WEST 676.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**Site # 1158**

5830 Grove Street, Marysville, WA 98270 -- Assessor's No. 300527 002 004 00

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., LYING SOUTHEASTERLY OF THE MARYSVILLE-ARLINGTON PAVED ROAD AND NORTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH 0°37'13" WEST, BEING ALONG THE EAST LINE THEREOF, FOR 70.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 47°28'43" WEST FOR 185.28 FEET, MORE OR LESS, TO THE SOUTHEASTERLY MARGIN OF SAID COUNTY ROAD, THE TERMINUS OF SAID LINE;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



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**Site # 1166**

19090 Highway 2, Monroe, WA 98272 -- Assessor's No. 270601 001 095 00

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

THAT PORTION OF GOVERNMENT LOT 1 AND SOUTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 27 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF ARKELL TRACT AS SHOWN ON SURVEY RECORDED IN VOLUME 19 OF SURVEYS, PAGES 26 AND 27 UNDER RECORDING NO. 8403275014;  
THENCE NORTH 72°15'40" WEST ALONG SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY SR-2 300.11 FEET;  
THENCE SOUTH 6°39'42" EAST 33.13 FEET;  
THENCE SOUTH 1°23'27" EAST 98.64 FEET TO POINT OF TANGENCY;  
THENCE ALONG A 15 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 69°10'28" A DISTANCE OF 18.15 FEET;  
THENCE SOUTH 70°42'55" EAST 236.65 FEET TO THE SOUTHWEST CORNER OF SAID ARKELL TRACT;  
THENCE NORTH 19°17'05" EAST 139.87 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**Site # 1235**

4001 SW California Avenue, Seattle, WA 98116 -- Assessor's No. 301030 1140 05

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

THE NORTH 22.30 FEET OF LOT 45;

ALL OF LOTS 46, 47 AND 48; AND THAT PORTION OF LOTS 44 AND 45, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 22.30 FEET OF LOT 45;

THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 22.30 FEET, A DISTANCE OF 10 FEET;

THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE EAST LINE OF LOT 44 WHICH POINT IS 26.50 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID NORTH 22.30 FEET OF LOT 45;

THENCE NORTH ALONG THE EAST LINES OF LOTS 44 AND 45 TO THE POINT OF BEGINNING;

ALL IN BLOCK 4, J. WALTER HAINSWORTH'S SECOND ADDITION TO THE CITY OF WEST SEATTLE, AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGE 9, IN KING COUNTY, WASHINGTON;

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.



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**Site # 1247**

5235 SW Delridge Way, Seattle, WA 98106 – Assessor's No. 177310 1085

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

THE EAST 72.63 FEET OF LOTS 7, 8, 9 AND 10 IN BLOCK 26 OF COTTAGE GROVE NO. 2, AS PER PLAT RECORDED IN VOLUME 22 OF PLATS, PAGE 71, RECORDS OF KING COUNTY, WASHINGTON;

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

**Site # 1284**

12807 Des Moines Way, Seattle, WA 98168 – Assessor's No. 162304 9066

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W. M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 16;  
THENCE SOUTH 00° 11' 15" WEST, ALONG THE WEST LINE THEREOF, 50.00 FEET TO THE SOUTH MARGIN OF SOUTH 128TH STREET, AS WIDENED BY DEEDS RECORDED UNDER RECORDING NOS. 5876174, 5880927 AND 5934310;  
THENCE NORTH 89° 23' 21 " EAST ALONG THE SOUTH MARGIN, AS NOW ESTABLISHED 1.08 FEET TO AN ANGLE POINT THEREIN;  
THENCE NORTH 88° 30' 26" EAST, ALONG SAID SOUTH MARGIN AS NOW ESTABLISHED, 92.05 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 00° 00' 23" WEST 89.98 FEET;  
THENCE SOUTH 70° 25' 34" EAST 100.55 FEET TO THE WESTERLY MARGIN OF DES MOINES WAY SOUTH, WHICH WAS WIDENED BY DEEDS RECORDED UNDER RECORDING NOS. 5876170, 5876171, AND 5880927;  
THENCE NORTH 19° 34' 26" EAST, ALONG SAID WESTERLY MARGIN AS NOW ESTABLISHED, 135.00 FEET TO THE SOUTH MARGIN OF SAID SOUTH 128TH STREET, AS NOW ESTABLISHED;  
THENCE SOUTH 88° 30' 26" WEST, ALONG SAID SOUTH MARGIN, 140.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DEEDED TO KING COUNTY UNDER RECORDING NO. 5876175;

TOGETHER WITH AN EASEMENT FOR PARKING AND VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND TRAVELING, RESERVED IN DEED RECORDED UNDER RECORDING NO. 5964904.

SITUATE IN THE CITY OF BURien, COUNTY OF KING, STATE OF WASHINGTON.

**Site # 1284**

14312 N.E. Lake City Way, Seattle, WA 98125 – Assessor's No. 766370 0263 00

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:



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THE WEST HALF OF THAT PORTION THE SOUTH 62 FEET OF LOT 4 AND THE WEST HALF OF THAT PORTION OF LOT 5 IN BLOCK 5 OF SEATTLE SUBURBAN HOME TRACTS, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 93, RECORDS OF KING COUNTY, WASHINGTON, LYING EAST OF BOTHELL WAY (NOW KNOWN AS LAKE CITY WAY N.E.);

TOGETHER WITH THE NORTH 16 FEET OF VACATED N.E. 143RD STREET ADJOINING SAID WEST HALF OF LOT 5;

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

**Site # 1308**

1602 A. Street S.E., Auburn, WA 98024 – Assessor's No. 101800 0165 09

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 IN BLOCK 3 OF BOYD'S FIRST ADDITION TO THE CITY OF AUBURN, AS PER PLAT RECORDED IN VOLUME 21 OF PLATS, PAGE 14, RECORDS OF KING COUNTY;

TOGETHER WITH HALF OF VACATED ALLEY ADJOINING;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN FOR STREET, BY DEED RECORDED UNDER RECORDING NO. 8003050623;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**Site # 1331**

2601 N. Stevens Street, Tacoma, WA 98407 – Assessor's No. 747501 166 0 and 747501 164 0

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF PIERCE, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

**PARCEL A:**

THE NORTH 82.5 FEET OF THE SOUTH 130 FEET OF THE WEST 100 FEET OF BLOCK 22, AMENDED MAP OF SECOND SCHOOL LAND ADDITION TO THE CITY OF TACOMA, ACCORDING TO PLAT FILED FOR RECORD JULY 22, 1903, RECORDS OF PIERCE COUNTY AUDITOR.

**PARCEL B:**

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 22, AS THE SAME IS DESIGNATED UPON A CERTAIN PLAT ENTITLED "AMENDED MAP OF SECOND SCHOOL LAND ADDITION TO THE CITY OF TACOMA" FILED FOR RECORD IN THE AUDITOR'S OFFICE OF SAID PIERCE COUNTY, JULY 22, 1903; THENCE NORTH ALONG THE WEST BOUNDARY LINE OF SAID BLOCK 57 FEET; THENCE EAST 100 FEET; THENCE SOUTH 57 FEET TO THE SOUTH LINE OF SAID BLOCK; THENCE WEST 100 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO ARTHUR S. JOHNSON AND DORIS JOHNSON BY QUIET TITLE CASE FILED MARCH 5, 1958 UNDER SUPERIOR COURT CAUSE NO. 132817.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.



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**Site # 1340**

4601 North Pearl Street, Tacoma, WA 98407 – Assessor's No. 410500 172 0

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF PIERCE, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

LOTS 11 TO 14, INCLUSIVE, IN BLOCK 31 OF GILL'S SEAVIEW PARK ADDITION TO TACOMA, AS PER PLAT RECORDED IN BOOK 9 OF PLATS, PAGE 74, RECORDS OF PIERCE COUNTY AUDITOR;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**Site # 1343**

7201 East Golden Given Road, Tacoma, WA 98445 – Assessor's No. 032027 313 8 and 032027 313 9

**PARCEL A:**

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE W.M., PER RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED SEPTEMBER 18, 2000 AS AUDITOR'S NO. 200009185007, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE W.M.; THENCE SOUTH 30 FEET TO THE SOUTH LINE OF 72ND STREET EAST AND THE TRUE POINT OF BEGINNING;

THENCE EAST 290.40 FEET ALONG THE SOUTH LINE OF EAST 72ND STREET;  
THENCE SOUTH 300 FEET PARALLEL WITH THE EAST LINE OF GOLDEN GIVENS ROAD;  
THENCE WEST 290.40 FEET PARALLEL WITH THE SOUTH LINE OF EAST 72ND STREET;  
THENCE NORTH 300 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE WEST 30 FEET THEREOF FOR GOLDEN GIVENS ROAD; AND EXCEPT PORTION CONVEYED TO PIERCE COUNTY BY DEED RECORDED FEBRUARY 1, 1984 UNDER RECORDING NO. 8402010142.

AND EXCEPT THE EAST 100.40 FEET THEREOF.

**PARCEL B:**

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE W.M., PER RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED SEPTEMBER 18, 2000 AS AUDITOR'S NO. 200009185007, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 100.40 FEET OF THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 30 FEET TO THE SOUTH LINE OF 72ND STREET EAST AND THE POINT OF BEGINNING; THENCE EAST 290.40 FEET ALONG THE SOUTH LINE OF EAST 72ND STREET; THENCE SOUTH 300 FEET PARALLEL WITH THE EAST LINE OF GOLDEN



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GIVENS ROAD; THENCE WEST 290.40 FEET PARALLEL WITH THE SOUTH LINE OF EAST 72ND STREET; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**Site # 1352**

4200 Wheaton Way, Bremerton, WA 98310 – Assessor's No. 012401-2-124-2003

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF KITSAP, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 88°22'39" EAST 30.02 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SAID POINT BEING ON THE EAST LINE OF WHEATON WAY;

THENCE CONTINUING SOUTH 88°22'39" EAST 192.16 FEET;

THENCE SOUTH 3°51'40" WEST 115.06 FEET TO THE NORTH LINE OF HOLLIS STREET; THENCE NORTH 88°22'39" WEST 192.80 FEET ALONG SAID NORTH LINE; THENCE NORTH 3°51'50" EAST 115.09 FEET TO THE POINT OF BEGINNING; EXCEPT THE WESTERLY 6 FEET THEREOF;

(BEING KNOWN AS LOT C OF CITY OF BREMERTON SHORT PLAT NO. B-7, AS RECORDED UNDER RECORDING NO. 1097854)

SITUATE IN THE CITY OF BREMERTON, COUNTY OF KITSAP, STATE OF WASHINGTON.

**Site # 1365**

1100 Ness Corner Road, Port Hadlock, WA 98339 – Assessor's No. 901 024 061 and 10 71620

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF JEFFERSON, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 1 WEST, W.M., IN THE COUNTY OF JEFFERSON AND STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE HADLOCK NESS CORNER COUNTY ROAD AND THE WESTERLY LINE OF THE HADLOCK-IRONDALE COUNTY ROAD;

THENCE NORTH 79° 51' 09" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID HADLOCK NESS CORNER OF COUNTY ROAD A DISTANCE OF 166.70 FEET TO A POINT;

THENCE SOUTH 37° 45' 17" WEST A DISTANCE OF 120 FEET;

THENCE SOUTH 79° 51' 09" EAST A DISTANCE OF 142.28 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF HADLOCK-IRONDALE COUNTY ROAD;

THENCE NORTH 48° 27' 12" EAST ALONG SAID WESTERLY LINE OF THE HADLOCK-IRONDALE COUNTY ROAD, TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO JEFFERSON COUNTY BY DEED RECORDED NOVEMBER 21, 1984 UNDER AUDITOR'S FILE NO. 292396;



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TOGETHER WITH THAT PORTION OF VACATED OLD HADLOCK ROAD NO. 527109 VACATED BY ORDER OF VACATION RECORDED FEBRUARY 7, 1985 UNDER AUDITOR'S FILE NO. 293569 WHICH INURES THERETO UPON THE VACATION THEREOF;

TOGETHER WITH RIGHTS AND INTEREST UNDER JOINT MUTUAL EASEMENT AGREEMENT RECORDED MARCH 3, 1998 UNDER AUDITOR'S FILE NO. 408376.

SITUATE IN THE COUNTY OF JEFFERSON, STATE OF WASHINGTON.

**Site # 1369**

108 North First Street, Shelton, WA 98584 – Assessor's No. 32019 50 09011

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF MASON, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

**PARCEL 1**

THE SOUTHERLY 87 FEET OF LOTS 5 AND 6 AND THE SOUTHERLY 87 FEET OF THE WEST 18 FEET OF LOT 7, ALL BEING IN BLOCK 9, FRANCES SHELTON'S ADDITION TO THE TOWN (NOW CITY) OF SHELTON, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 1, RECORDS OF MASON COUNTY, WASHINGTON.

**PARCEL 2**

A TRACT OF LAND ADJACENT TO AND ADJOINING THE ABOVE DESCRIBED REAL ESTATE ON THE SOUTH, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID BLOCK 9; THENCE SOUTH 7° 30' WEST, ALONG THE WESTERLY LINE OF SAID BLOCK 9, EXTENDED SOUTHERLY 20 FEET, MORE OR LESS, TO THE EXISTING NORTHERLY LINE OF RAILROAD AVENUE; THENCE SOUTH 82° 30' EAST, ALONG THE EXISTING NORTHERLY LINE OF SAID RAILROAD AVENUE, 138 FEET; THENCE NORTH 7° 30' EAST 20 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE WESTERLY 18 FEET OF LOT 7, BLOCK 9, SAID FRANCES SHELTON'S ADDITION TO SHELTON, WASHINGTON; THENCE NORTH 82° 30' WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 9, 138 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PARCEL 3**

THE NORTHERLY 13 FEET OF LOTS 5 AND 6; THE NORTHERLY 13 FEET OF THE WESTERLY 18 FEET OF LOT 7; AND THE WESTERLY 138 FEET OF THE VACATED ALLEY ALL BEING IN BLOCK 9, FRANCES SHELTON'S ADDITION TO SHELTON, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 1, RECORDS OF MASON COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF MASON, STATE OF WASHINGTON.

**Site # 1371**

1802 West Harrison Avenue, Olympia, WA 98502 – Assessor's No. 85003500900

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF THURSTON, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:



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PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. BLA-5511 AS RECORDED IN VOLUME 6 OF BOUNDARY LINE ADJUSTMENTS, PAGES 382 THROUGH 385, INCLUSIVE, UNDER RECORDING NO. 8803080010, RECORDS OF THURSTON COUNTY AUDITOR;

SITUATE IN THE CITY OF OLYMPIA, COUNTY OF THURSTON, STATE OF WASHINGTON.

**Site # 1379**

1325 South Gold Street, Centralia, WA 98531 – Assessor's No. 003682-047-008

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LEWIS, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. BLA-2006-6, RECORDED ON OCTOBER 30, 2006 UNDER AUDITOR'S FILE NO. 3265253 IN VACATED BLOCKS 4 AND 5, ROSELAWN, C.J. MANNING'S THIRD ADDITION TO THE CITY OF CENTRALIA, AS RECORDED IN VOLUME 2 OF PLATS, PAGE 160;

SITUATE IN THE COUNTY OF LEWIS, STATE OF WASHINGTON

**Site # 1381**

102 Harrison Street, Centralia, WA 98531 – Assessor's No. 003670-004-000

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LEWIS, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

LOT 1. BLOCK 61. WASHINGTON ADDITION TO THE CITY OF CENTRALIA  
ALSO THAT PORTION OF THE DONCASTER MILL RACE LYING BETWEEN THE, SOUTHWESTERLY LINE OF THAT 20 FOOT STRIP CONVEYED TO THE CITY OF CENTRALIA BY DEED RECORDED UNDER AUDITOR'S FILE NO. 428576 AND THE EAST LINE OF HARRISON AVENUE AND A TRIANGULAR PORTION OF THE J.C. COCHRAN DONATION LAND CLAIM, LYING WEST OF SAID BLOCK 61 OF WASHINGTON ADDITION, NORTH OF MAIN STREET AND SOUTHEASTERLY OF THE DONCASTER MILL RACE, ALL LOCATED IN SECTION 8, TOWNSHIP 14 NORTH, RANGE 2 WEST, W.M.

ALSO THAT PORTION OF THE J.C. COCHRAN DONATION LAND CLAIM IN SECTION 8, TOWNSHIP 14 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF HARRISON AVENUE SOUTH 12°08' EAST 146.5 FEET FROM THE SOUTHWESTERLY CORNER OF LOT 20, BLOCK 9 OF NYE AND ALLRED'S ADDITION TO THE CITY OF CENTRALIA; THENCE SOUTH 12°8' EAST ALONG HARRISON AVENUE 30 FEET THENCE NORTH 57°47' EAST 138.42 FEET ALONG THE NORTHERLY BOUNDARY OF THE DONCASTER MILL RACE TO THE WESTERLY LINE OF A 20 FOOT ALLEY; THENCE NORTH 12°8' WEST ALONG THE WESTERLY LINE OF SAID ALLEY 30 FEET; THENCE SOUTH 57°47' WEST 138.42 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF LEWIS COUNTY, STATE OF WASHINGTON.

**Site # 1383**

614 West Main Street, Chehalis, WA 98532 – Assessor's Nos. 004870-001-000, 003724-000-000 and 003271-001-000



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ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LEWIS, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

**PARCEL A:**

THAT PORTION OF BLOCK 6, CITY GARDEN ADDITION TO CHEHALIS AND OF VACATED ALLEY THEREIN, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 18, LYING EASTERLY OF A LINE WHICH IS 25 FEET EASTERLY OF, AS MEASURED PERPENDICULAR TO THE CENTERLINE OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY.

TOGETHER WITH THE WEST 30 FEET OF VACATED RHODE ISLAND AVENUE AND THE SOUTH 30 FEET OF THAT PORTION OF VACATED CENTER STREET LYING WEST OF THE EAST LINE OF SAID BLOCK 6 EXTENDED NORTH AND EASTERLY OF A LINE WHICH IS 25 FEET EASTERLY OF, AS MEASURED PERPENDICULAR TO THE CENTERLINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY, WHICH ATTACH BY OPERATION OF LAW.

**PARCEL B:**

THE WEST 64 FEET OF LOTS 3 AND 4, BLOCK 7, ELIZA BARRETT'S ADDITION TO THE CITY OF CHEHALIS, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 4.

TOGETHER WITH THE EAST 30 FEET OF THAT PORTION VACATED RHODE ISLAND AVENUE ADJACENT ON THE WEST WHICH ATTACHES BY OPERATION OF LAW.

**PARCEL C:**

LOT 12, BLOCK 6, AND LOTS 1, 2 AND THE EAST 36 FEET OF LOTS 3 AND 4, BLOCK 7, ELIZA BARRETT'S ADDITION TO THE CITY OF CHEHALIS, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 4.

TOGETHER WITH ALL OF VACATED NORTH STREET LYING BETWEEN SAID BLOCKS 6 AND 7 AND THE EAST 30 FEET OF VACATED RHODE ISLAND STREET ADJACENT;

SITUATE IN THE COUNTY OF LEWIS COUNTY, STATE OF WASHINGTON.

**Site # 1385**

1986 South Market Street, Chehalis, WA 98532 – Assessor's No. 005604-029-000

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LEWIS, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1, URQUHART, COFFMAN AND KEPNER ADDITION TO THE CITY OF CHEHALIS AS RECORDED IN VOLUME 3 OF PLATS, PAGE 65, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE NORTHWESTERLY SIDE OF PACIFIC HIGHWAY; THENCE NORTH ALONG THE EAST LINE OF SAID LOT, 207 FEET 6 INCHES; THENCE WEST 45.1 FEET; THENCE SOUTH 32°35' WEST 151.65 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID PACIFIC HIGHWAY; THENCE EASTERLY ALONG SAID HIGHWAY 150 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF LEWIS, STATE OF WASHINGTON.



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**Site # 1389**

104 East Robert Bush Drive, South Bend, WA 98586 – Assessor's Nos. 71016006012 and 71016006016

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF PACIFIC, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

LOTS 12 TO 16 BOTH INCLUSIVE IN BLOCK 6 OF SOUTH BEND LAND COMPANY'S SECOND ADDITION TO SOUTH BEND, ACCORDING TO THE PLAT THEREOF ON FILE IN VOLUME D-2 OF PLATS AT PAGE 75, IN THE OFFICE OF THE AUDITOR OF PACIFIC COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF PACIFIC, STATE OF WASHINGTON.

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