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LAND TITLE OF SKAGIT COUNTY

Document Title: Deed of TrustReference Number: 1238307Grantor(s):☐ additional grantor names on page ____

1. Petro Sun West Properties LLC

2.

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) ____

Plm Govt Lts 1+2, 19-35-5-E W/4

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

738449, 7115435

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 11-29-07Dated 11-29-07

AFTER RECORDING RETURN TO:

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

LAND TITLE OF SKAGIT COUNTY

123830-7

Document Title(s) (or transactions contained therein):	DEED OF TRUST
Reference Number(s) of Documents assigned or released:	N/A
Grantor(s) (Last name first, first name and initials)	PETROSUN WEST PROPERTIES, LLC, a California limited liability company
Grantee(s) (Last name first, first name and initials)	FIRST CREDIT BANK, a California banking corporation
Trustee: (Last name first, first name and initials)	COMMONWEALTH LAND TITLE INSURANCE COMPANY
Legal description (abbreviated: i.e. lot, block, plat or section, township, range):	PTN GLS. 1&2, 19-35-5 EW.M.
Assessor's Property Tax Parcel / Account Number: (Skagit)	P39449; P115435
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.	

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

DEED OF TRUST

GRANTOR(S): PetroSun West Properties, LLC, a California limited liability company

Grantee (Beneficiary): FIRST CREDIT BANK, a California banking corporation.

Grantee (Trustee): Commonwealth Land Title Insurance Company

Legal Description (abbreviated): See Exhibit A

Assessor's Number: See Exhibit A

THIS DEED OF TRUST is dated November 14, 2007, among PetroSun West Properties, LLC, a California limited liability company, ("Trustor " and/or "Grantor"), whose address is 11601 Wilshire Blvd., Suite 700, Los Angeles, CA 90025; 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 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.



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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 EAST PURSUANT TO THE PETROSUN EAST GUARANTY, AS THOSE TERMS ARE DEFINED HEREIN, AND THIS DEED OF TRUST. 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/Bedrock Note, default by PetroSun East or PetroSun/Bedrock or any other guarantor or surety, any action or nonaction taken by PetroSun East, PetroSun/Bedrock, Lender, or any other guarantor or surety of PetroSun/Bedrock, or the creation of new or additional indebtedness; (b) proceed against any person, including PetroSun East or PetroSun/Bedrock, before proceeding against Trustor; (c) proceed against any collateral for the indebtedness evidenced by the PetroSun/Bedrock Note, including PetroSun East's or PetroSun/Bedrock's collateral, before proceeding against Trustor; (d) apply any payments or proceeds received against the indebtedness evidenced by the PetroSun/Bedrock 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 East, PetroSun/Bedrock, 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 East, PetroSun/Bedrock, 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/Bedrock Note; (j) the application of proceeds of such indebtedness by PetroSun/Bedrock for purposes other than the purposes understood and intended by Trustor and Lender; (k) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of PetroSun East or PetroSun/Bedrock or any other guarantor or surety, or the indebtedness evidenced by the PetroSun/Bedrock 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/Bedrock 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



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destroyed Trustor's rights of subrogation and reimbursement against PetroSun East or PetroSun/Bedrock 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 East's or PetroSun/Bedrock's 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 East or PetroSun/Bedrock, (2) if Lender forecloses on any real property collateral pledged by PetroSun East or PetroSun/Bedrock, (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 East or PetroSun/Bedrock. 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/Bedrock Note is paid in full, Trustor waives any right to enforce any remedy Lender may have against PetroSun East or PetroSun/Bedrock 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/Bedrock 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.

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



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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



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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.

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.



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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 such 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.



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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 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 against



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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. Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact.


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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 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, 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.



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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.



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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 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 24 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 time of sale.



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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 a duly authorized officer or agent of Lender in exercising any right shall operate as a waiver.



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 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 Properties, LLC, a California limited liability company.

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 section titled "Default".



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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.

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 Two Million Nine Hundred Seventy One Thousand Twenty Seven Dollars and 00/100 (\$22,971,027.00) 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 personal property and other articles of personal property now or hereafter owned by Trustor.



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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/Bedrock**. The words "PetroSun/Bedrock" means PetroSun West, LLC, a California limited liability company and Bedrock Oil, Inc., a California corporation, as tenants in common.

23.16. **PetroSun/Bedrock Note**. The words "PetroSun/Bedrock Note" means a promissory note 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) executed by PetroSun/Bedrock in favor of Beneficiary.

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

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

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

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 Properties, LLC, a California limited liability company.

[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 Properties, 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

DEED OF TRUST

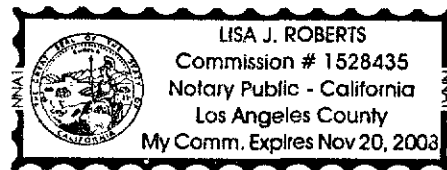
(Continued)

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On November 14, 2007 before me, Lisa J Roberts, 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.

[Signature]
Notary Public

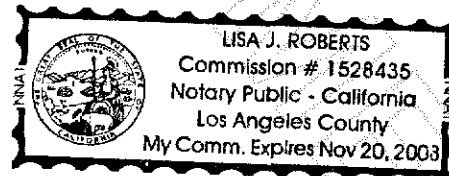


STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On November 14, 2007 before me, Lisa J Roberts, Notary Public, personally appeared David Debrahim, 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



200711290095
Skagit County Auditor

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



200711290095
Skagit County Auditor

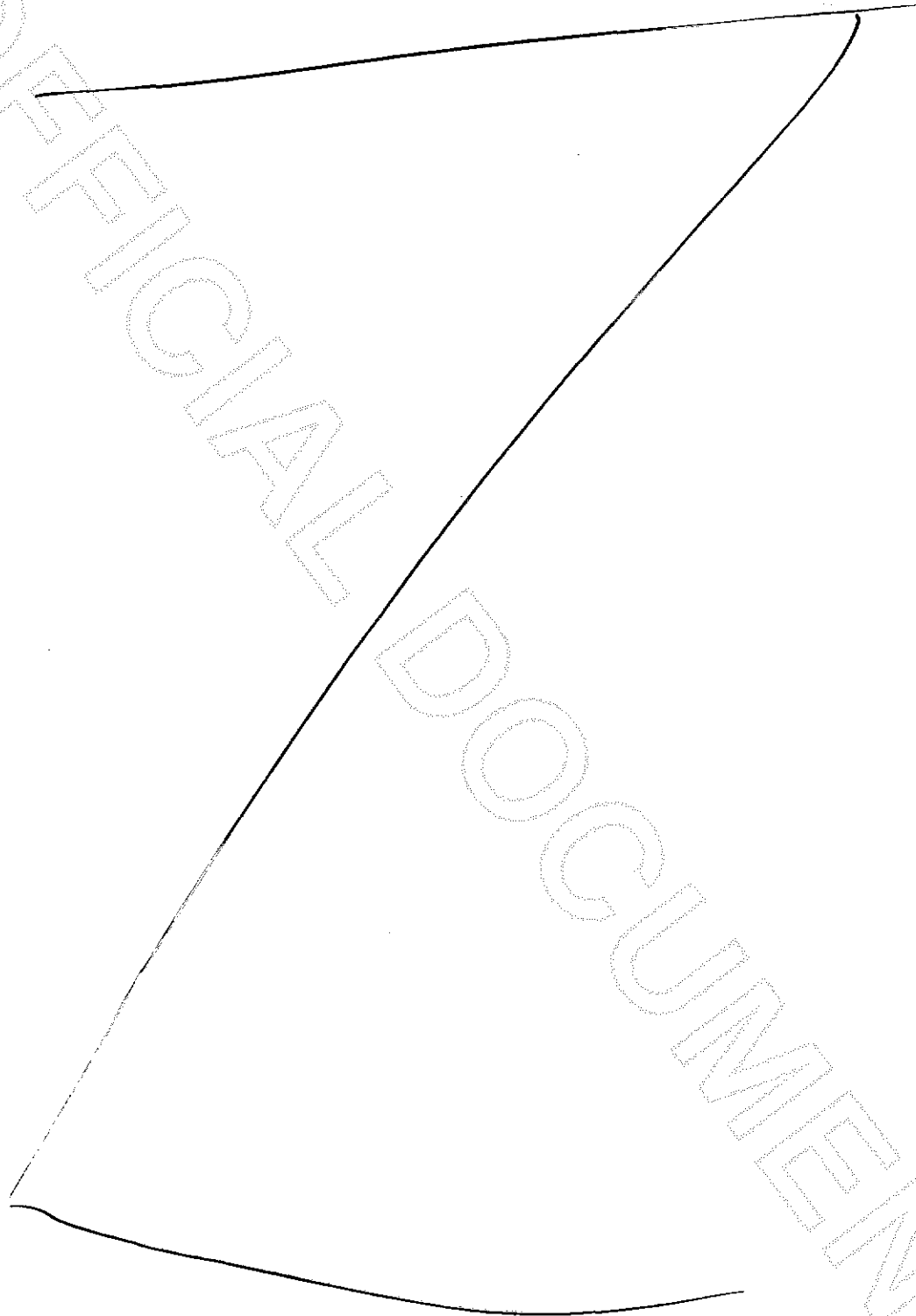
DEED OF TRUST
(Continued)



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EXHIBIT A
DESCRIPTION OF REAL PROPERTY

41175156.4



200711290095
Skagit County Auditor

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Exhibit A

Site #1027

314 SW Main Street, Wilbur, WA 99185 – Assessor's Nos. 0801-039-001000 and 0801-039-002000

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

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 39, RESURVEY AND HOMESTEAD ADDITION TO THE TOWN OF WILBUR, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 59, RECORDS OF LINCOLN COUNTY, WASHINGTON.

Site #1030

308 F Street S. E., Quincy, WA 98848 – Assessor's Nos. 04-0649-000 and 04-0650-000

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

PARCEL 1:

LOTS 5, 6 AND 7, BLOCK 1, JOHNSON THIRD ADDITION, QUINCY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 111, RECORDS OF GRANT COUNTY, WASHINGTON EXCEPT THE SOUTH 40 FEET OF THE WEST 25 FEET OF LOT 5 AND THE SOUTH 40 FEET OF LOTS 6 AND 7 THEREOF.

PARCEL 2:

THE SOUTH 40 FEET OF THE WEST 25 FEET OF LOT 5 AND THE SOUTH 40 FEET OF LOTS 6 AND 7, BLOCK 1, JOHNSON THIRD ADDITION, QUINCY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 111, RECORDS OF GRANT COUNTY, WASHINGTON.

Site #1035

1606 West Broadway Avenue, Moses Lake, WA 98837 – Assessor's Nos. 11-1421-000 and 11-1422-000

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

LOTS 24 AND 25 AND THE NORTHERLY 30 FEET OF LOT 26, AS MEASURED PARALLEL TO AND 30 FEET PERPENDICULARLY DISTANT FROM THE NORTH LINE OF SAID LOT 26, TULLIS PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 40 OF GRANT COUNTY, WASHINGTON.



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Site #1059

301 South First Street, Selah, WA 98942 – Assessor's Nos. 181301-22401 and 181436-33426

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

PARCEL A:

THE WEST 100 FEET OF LOTS 2 AND 3, BLOCK 4, A. H. RIVARD ADDITION TO SELAH, WASHINGTON, RECORDED IN VOLUME "I" OF PLATS, PAGE 33, RECORDS OF YAKIMA COUNTY, WASHINGTON.

EXCEPT THE SOUTH 1.7 FEET OF SAID LOT 3, WHICH HAS BEEN VACATED.

AND

EXCEPT THE WEST 3.5 FEET THEREOF CONVEYED TO TOWN OF SELAH.

AND

THE WEST 100 FEET OF THE NORTH 1.7 FEET OF LOT 4, BLOCK 4, A. H. RIVARD ADDITION NO. 2, RECORDED IN VOLUME "M" OF PLATS, PAGE 21, RECORDS OF YAKIMA COUNTY, WASHINGTON, WHICH LAST DESCRIBED TRACT IS THE VACATED PORTION REFERRED TO IN THE PARAGRAPH LAST ABOVE.

EXCEPT THE WEST 3.5 FEET THEREOF CONVEYED TO THE TOWN OF SELAH.

PARCEL B:

EASEMENT FOR INGRESS AND EGRESS ACROSS THAT PORTION OF LOT 1, BLOCK 4, A. H. RIVARD ADDITION TO SELAH, WASHINGTON, RECORDED IN VOLUME "I" OF PLATS, PAGE 33, RECORDS OF YAKIMA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, 30 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT,

THENCE SOUTH 30 FEET TO THE SOUTHWEST CORNER OF SAID LOT;

THENCE EAST 30 FEET ALONG THE SOUTH LINE OF SAID LOT;

THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.

EXCEPT THE WEST 3.5 FEET OF SAID LOT 1 CONVEYED TO THE TOWN OF SELAH.

SITUATED IN YAKIMA COUNTY, STATE OF WASHINGTON.

Site #1065

3312 Main Street, Union Gap, WA 98903 – Assessor's Nos. 191205-32454, 32456 and 32456-32455

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

LOTS 7, 8 AND 9, BLOCK 9, OF YAKIMA CITY, NOW UNION GAP, WASHINGTON, RECORDED IN VOLUME "A" OF PLATS, PAGE 33, RECORDS OF YAKIMA COUNTY, WASHINGTON.

SITUATED IN YAKIMA COUNTY, STATE OF WASHINGTON.

Site #1073

4708 Tieton Drive, Yakima, WA 98908 – Assessor's No. 181327-22004

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

THE NORTH 175 FEET OF THE WEST 170 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 13 NORTH, RANGE 18, E.W.M.;
EXCEPT THE NORTH 30 FEET AND THE WEST 20 FEET THEREOF FOR STREET RIGHT-OF-WAYS;
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF YAKIMA BY DEED RECORDED APRIL 26, 1985, UNDER AUDITOR'S FILE NUMBER 2732287.

SITUATED IN YAKIMA COUNTY, STATE OF WASHINGTON.

Site #1078

1710 East Nob Hill Boulevard, Yakima, WA 98901 – Assessor's Nos. 191329-31425 and 191329-31426

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

THE NORTH 1/2 OF LOT 1, BLOCK 3 OF BOGGESS HOME SITES, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN VOLUME "H" OF PLATS, PAGE 41, RECORDS OF YAKIMA COUNTY, WASHINGTON;

AND

LOTS 2 AND 3, BLOCK 3, BOGGESS HOME SITES, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN VOLUME "H" OF PLATS, PAGE 41, RECORDS OF YAKIMA COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF YAKIMA BY DEED RECORDED AUGUST 6, 1984, UNDER AUDITOR'S FILE NUMBER 2711673;

AND EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF YAKIMA BY DEEDS RECORDED JUNE 2, 1989, UNDER AUDITOR'S FILE NUMBERS 2861719 AND 2861720.

SITUATED IN YAKIMA COUNTY, STATE OF WASHINGTON.

Site #1080

1002 West Washington Avenue, Union Gap, WA 98903 – Assessor's No. 181336-31001

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

[BEGINNING AT THE NORTHEAST CORNER OF TRACT 37, PLAT OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 18, E.W.M., AS RECORDED IN VOLUME "E" OF PLATS, PAGE 36, RECORDS OF YAKIMA COUNTY, WASHINGTON;
THENCE SOUTH 175 FEET;
THENCE WEST 155 FEET;
THENCE NORTH TO THE NORTH LINE OF SAID TRACT 37;



THENCE EAST TO THE POINT OF BEGINNING;
EXCEPT THE EAST 5 FEET FOR COUNTY ROAD;
AND EXCEPT THAT PORTION CONVEYED TO YAKIMA COUNTY FOR ROAD UNDER AUDITOR'S FILE
NUMBER 2789621.

SITUATED IN YAKIMA COUNTY, STATE OF WASHINGTON.

Site #1084

414 Hanford Street, Omak, WA 98841 – Assessor's No. 2001011000

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

LOTS 10, 11 & 12, BLOCK 101, PLAT OF THE TOWNSITE OF OMAK, COLVILLE INDIAN RESERVATION,
AS PER APPROVED PLAT ON FILE IN THE BUREAU OF LAND MANAGEMENT, A COPY OF WHICH
PLAT IS RECORDED IN BOOK "E" OF PLATS, PAGES 31 AND 32, RECORDS OF THE AUDITOR OF
OKANOGAN COUNTY WASHINGTON.

SITUATE IN THE COUNTY OF OKANOGAN, STATE OF WASHINGTON.

Site #1157

1121 Moore Street, Sedro Woolley, WA 98284 – Assessor's Nos. 350519-0-22-007 and
350519-2-001-0100

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

PARCEL A:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTHERLY OF THE STATE
HIGHWAY NO. 20 (FORMERLY STATE HIGHWAY NO. 17-A) AS CONVEYED TO THE STATE OF
WASHINGTON BY DEED DATED JANUARY 27, 1948 AND RECORDED FEBRUARY 24, 1948 UNDER
AUDITOR'S FILE NO. 414777;

THAT PORTION OF GOVERNMENT LOTS 1 AND 2, SECTION 19, TOWNSHIP 35 NORTH, RANGE 5
EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1,457.7 FEET NORTH AND 30 FEET EAST OF THE WEST 1/4 CORNER OF SAID
SECTION 19;

THENCE NORTH 86°11' EAST 662.7 FEET;

THENCE SOUTHERLY 9 FEET;

THENCE SOUTH 88°45' EAST 140 FEET;

THENCE SOUTH 2°53' WEST 317 FEET TO THE NORTH LINE OF GREAT NORTHERN RAILWAY RIGHT-
OF-WAY;

THENCE SOUTH 53°31' WEST ALONG THE NORTH SIDE OF SAID RIGHT-OF-WAY 250.8 FEET;

THENCE NORTH 2°35' EAST 332.4 FEET;

THENCE EAST 24 FEET;

THENCE NORTH 70 FEET;

THENCE SOUTH 86°11' WEST 624 FEET TO THE HIGHWAY;

THENCE NORTHERLY ALONG SAID HIGHWAY 70 FEET TO THE POINT OF BEGINNING.



EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THAT PORTION THEREOF WHICH MAY LIE WITHIN THE BOUNDARIES OF THOSE CERTAIN TRACTS CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED JANUARY 15, 1948 AND JANUARY 27, 1948, UNDER AUDITOR'S FILE NOS. 414776 AND 417815, RESPECTIVELY.

SITUATED IN THE CITY OF SEDRO-WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTHERLY OF A LINE DRAWN PARALLEL WITH AND 75 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY, FROM THE SR 20 LINE SURVEY OF SR 20, SEDRO-WOOLLEY EASTERLY:

THAT PORTION OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS:

BEGINNING AT A POINT 1,387.7 FEET NORTH AND 30 FEET EAST OF THE WEST 1/4 CORNER OF SAID SECTION 19;
THENCE NORTH 86°11' EAST 624 FEET;
THENCE SOUTHERLY PARALLEL WITH NOW EXISTING STATE HIGHWAY 70 FEET;
THENCE SOUTH 86°11' WEST 24 FEET TO THE INITIAL POINT;
THENCE SOUTH 2°53' WEST 332.4 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF THE GREAT NORTHERN RAILWAY COMPANY RIGHT OF WAY;
THENCE SOUTH 53°31' WEST ALONG SAID RIGHT OF WAY LINE 250 FEET; THENCE NORTH 2°53' EAST 455 FEET;
THENCE NORTH 86°11' EAST 200 FEET TO THE INITIAL POINT.

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Site #1160

6031 NE 47th Avenue, Marysville, WA 98270 – Assessor's Nos. 300528 004 102 00, 300528 004 077 00, 300528 004 079 00 and 300528 004 082 00

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

PARCEL A:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28;
THENCE NORTHERLY PARALLEL TO MARYSVILLE-ARLINGTON HIGHWAY 314.5 FEET;
THENCE EASTERLY PARALLEL TO NORTH LINE OF 3RD STREET PRODUCED IN CITY OF MARYSVILLE 35.8 FEET TO EAST RIGHT-OF-WAY LINE OF MARYSVILLE-ARLINGTON ROAD;
THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF MARYSVILLE-ARLINGTON ROAD A DISTANCE OF 123 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TRACT OF LAND DEEDED TO HARRY MARTIN UNDER AUDITOR'S FILE NO. 809301, THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTHERLY ALONG RIGHT-OF-WAY 60 FEET TO NORTHWEST CORNER OF TRACT OF LAND DEEDED TO THOMAS R. HUEHLEY BY DEED UNDER FILE NO. 733195; THENCE EAST 100 FEET;
THENCE SOUTH 60 FEET;

THENCE WEST 100 FEET TO TRUE POINT OF BEGINNING;

EXCEPT STATE ROUTE 528;

AND EXCEPT PORTIONS CONVEYED TO CITY OF MARYSVILLE BY DEED RECORDED UNDER AUDITOR'S FILE NOS. 8302090114 AND 200312180605;

PARCEL B: °

BEGINNING AT THE INTERSECTION OF THE NORTH BOUNDARY LINE OF MARYSVILLE-SNOHOMISH ROAD AND EAST BOUNDARY OF MARYSVILLE-ARLINGTON PAVED HIGHWAY IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. AND RUNNING,
THENCE NORTH ALONG EAST BOUNDARY LINE OF SAID MARYSVILLE-ARLINGTON HIGHWAY A DISTANCE OF 100 FEET TO TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH ALONG SAID BOUNDARY LINE 140 FEET;
THENCE EAST 100 FEET;
THENCE SOUTH 140 FEET;
THENCE WEST 100 FEET TO TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO CITY OF MARYSVILLE BY DEED RECORDED UNDER RECORDING NO. 8302090112;

PARCEL C:

BEGINNING AT THE INTERSECTION OF THE NORTH BOUNDARY LINE OF THE MARYSVILLE-SNOHOMISH PAVED HIGHWAY AND THE EAST BOUNDARY LINE OF THE MARYSVILLE-ARLINGTON PAVED HIGHWAY IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., AND RUNNING,
THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID MARYSVILLE-ARLINGTON PAVED HIGHWAY A DISTANCE OF 100 FEET;
THENCE EAST 100 FEET;
THENCE SOUTH 100 FEET;
THENCE WEST 100 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO CITY OF MARYSVILLE BY DEED RECORDED UNDER RECORDING NO. 8302090113 AND 200706130942;

TOGETHER WITH AN EASEMENT FOR OIL/WATER SEPARATOR AS SET FORTH IN INSTRUMENT RECORDED UNDER SNOHOMISH COUNTY RECORDING NO. 20070613944;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Site #1164

17927 Highway 9, Snohomish, WA 98290 – Assessor's Nos. 270511 004 041 00 and 270511 004 044 00

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

PARCEL A:

THE SOUTH 75 FEET OF THE FOLLOWING DESCRIBED TRACT



ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 11;
THENCE NORTH 89°29'09" WEST 950 FEET;
THENCE NORTH 0°36'01" EAST 30 FEET TO THE NORTH RIGHT-OF-WAY LINE OF VINE STREET;
THENCE IN SAME DIRECTION 150 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°29'09" WEST 225 FEET;
THENCE NORTH 21°41'28" EAST 181 FEET;
THENCE SOUTH 89°29'09" EAST TO A POINT NORTH OF THE POINT OF BEGINNING;
THENCE SOUTH TO THE POINT OF BEGINNING;

EXCEPT PORTION THEREOF CONVEYED TO STATE OF WASHINGTON BY DEED RECORDED NOVEMBER 5, 1938 UNDER RECORDING NO. 636170, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

PARCEL B:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 11;
THENCE NORTH 89°29'09" WEST 1000 FEET;
THENCE NORTH 0°36'01" EAST 30 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 89°29'09" WEST 212 FEET, MORE OR LESS, TO EAST BOUNDARY OF SECONDARY STATE ROAD NUMBER 1-A;
THENCE NORTHEASTERLY ALONG SAID EAST BOUNDARY OF SAID STATE ROAD NUMBER 1-A FOR 160 FEET;
THENCE NORTH 89°30' EAST 155 FEET, MORE OR LESS, TO A POINT NORTH 0°19'09" WEST OF POINT OF BEGINNING;
THENCE SOUTH 0°19'09" EAST 150 FEET TO POINT OF BEGINNING;

EXCEPT PORTION CONVEYED TO STATE OF WASHINGTON FOR SECONDARY STATE HIGHWAY NUMBER 1-A, UNDER AUDITOR'S FILE NO. 638289 AND UNDER FILE NO. 636166, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

AND EXCEPT THAT PORTION APPROPRIATED TO THE STATE OF WASHINGTON BY DECREE ENTERED UNDER SNOHOMISH COUNTY CAUSE NUMBER 83-2-03697-4;

(ALSO KNOWN AS A PORTION OF LOT 5, BLOCK 290, CATHCART, ACCORDING TO THE PLAT THEREOF)

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL C:

AN EASEMENT FOR SEPTIC TANK DRAINFIELD AND THE TERMS AND CONDITIONS THEREOF, AS MORE PARTICULARLY SET FORTH IN INSTRUMENT ENTITLED EASEMENT RECORDED UNDER KING COUNTY RECORDING NO. 8808310111.



Site #1173

3532 Broadway Avenue, Everett, WA 98201 – Assessor's Nos. 004373 857 017 01, 004373 857 020 00 and 004373 857 023 00

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

LOTS 17, 18, 19, 20, 21, 22, 23 AND 24, BLOCK 857, PLAT OF EVERETT, DIVISION E, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 23, SNOHOMISH COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Site #1295

18005 15th Avenue, Seattle, WA 98155 – Assessor's No. 616390 0603 02

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

LOT 20 IN BLOCK 3 OF NORTHEAST COUNTRY ESTATES, AS PER PLAT RECORDED IN VOLUME 28 OF PLATS, PAGE 37, RECORDS OF KING COUNTY AUDITOR;

EXCEPT THE WEST 180 FEET THEREOF

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Site #1312

35201 Highway 507, McKenna, WA 98558 – Assessor's No. 021728 110 2

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

THAT PORTION OF LOT 1 OF LARGE LOT SUBDIVISION NO. 8208200202, AS RECORDED AUGUST 20, 1982 UNDER RECORDING NO. 8208200202, RECORDS OF PIERCE COUNTY AUDITOR, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1;
THENCE NORTH 89°39'28" WEST ALONG THE NORTH LINE OF SAID LOT 1, 157.37 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 17°17'02" EAST 122.03 FEET;
THENCE SOUTH 00°20'32" WEST 129.61 FEET;
THENCE NORTH 89°39'28" WEST 353.32 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1;
THENCE NORTH 33°00'02" EAST ALONG SAID WESTERLY LINE 248.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 268.75 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°56'30", 41.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;
THENCE SOUTH 89°39'28" EAST 162.63 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



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Site #1314

12714 122nd Street East, Puyallup, WA 98374 – Assessor's Nos. 041911 802 7 and 041911 802 8

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

PARCEL A:

THE SOUTH 100 FEET OF LOT 1 OF SHORT PLAT NO. 77-33, AS RECORDED JANUARY 14, 1977 IN VOLUME 13 OF SHORT PLATS, PAGE 77, RECORDS OF PIERCE COUNTY AUDITOR;

PARCEL B:

THE NORTH 100 FEET OF LOT 1 AND ALL OF LOT 2 OF SHORT PLAT NO. 77-33, AS RECORDED JANUARY 14, 1977 IN VOLUME 13 OF SHORT PLATS, PAGE 77, RECORDS OF PIERCE COUNTY AUDITOR;

EXCEPT THAT PORTION CONVEYED TO PIERCE COUNTY BY QUIT CLAIM DEED RECORDED APRIL 23, 1986 UNDER RECORDING NO. 8604230304;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Site #1316

1720 River Road, Puyallup, WA 98371 – Assessor's No. 042020 428 0

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

BEGINNING AT A POINT 673.10 FEET NORTH AND 850.00 FEET EAST OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 13 IN SECTION 20, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M.;
THENCE EAST 121.50 FEET;
THENCE NORTH 286.71 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 5;
THENCE NORTHWESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY, 201.31 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 78.08 FEET;
THENCE EAST 2.50 FEET;
THENCE SOUTH 77.60 FEET TO A POINT IF EXTENDED WOULD INTERSECT THE EAST LINE OF A COUNTY ROAD KNOWN AS 18TH STREET N.W. AT A POINT 875.5 FEET NORTH AND 350 FEET, MORE OR LESS, EAST OF THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 13;
THENCE WEST 430 FEET, MORE OR LESS, TO SAID POINT ON THE EASTERLY LINE OF 18TH STREET N.W.;
THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID STREET, 380 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF THE NEW PUYALLUP RIVER CHANNEL;
THENCE SOUTH 68°43'10" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 513 FEET, MORE OR LESS, TO A POINT DIRECTLY NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 27 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED UNDER RECORDING NO. 1058297;



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ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF PUYALLUP BY INSTRUMENT
RECORDED UNDER RECORDING NO. 8907240163;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Site #1322

204 Washington Street North, Orting, WA 98360 – Assessor's No. 367000 001 0

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

LOTS 1 AND 2 AND THE EAST 29 FEET OF LOT 3 IN BLOCK 4 OF THE AMENDATORY PLAT OF
THE TOWN OF ORTING, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 52, RECORDS
OF PIERCE COUNTY AUDITOR;

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

Site #1344

9815 Golden Given Road E, Tacoma, WA 98445 – Assessor's Nos. 774500 240 0 and 774500
237 0

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

PARCEL A:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 56 OF SOUTH EAST TACOMA, AS PER PLAT
RECORDED IN VOLUME 2 OF PLATS, PAGE 58, RECORDS OF PIERCE COUNTY AUDITOR;
THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 83 FEET, MORE OR LESS, TO INTERSECT A
LINE PARALLEL WITH AND 391.3 FEET WEST OF THE EAST LINE OF SAID BLOCK; THENCE NORTH
ALONG SAID LINE TO INTERSECT A LINE PARALLEL WITH AND 130 FEET NORTH OF THE SOUTH
LINE OF SAID BLOCK;
THENCE WEST ALONG SAID LINE TO INTERSECT THE WEST LINE OF SAID BLOCK; THENCE
SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO PIERCE COUNTY BY INSTRUMENT RECORDED
UNDER RECORDING NO. 8907060280;

PARCEL B:

BEGINNING AT A POINT ON THE SOUTH LINE OF BLOCK 56 OF SOUTH EAST TACOMA, AS PER
PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 58, RECORDS OF PIERCE COUNTY AUDITOR,
311.31 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK; THENCE NORTH PARALLEL
WITH THE EAST LINE OF SAID BLOCK 130 FEET; THENCE WEST 80 FEET;
THENCE SOUTH 130 FEET;
THENCE EAST TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Site #1346

8424 Pacific Avenue, Tacoma, WA 98444 – Assessor's Nos. 453300 006 0, 453300 007 0, 453300 008 0, 453300 017 0 and 453300 0181 0

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

PARCEL A:

LOTS 9 AND 10 IN BLOCK 1 OF HOLLIDGE PACIFIC AVENUE ADDITION TO FERN HILL, AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 76, RECORDS OF PIERCE COUNTY AUDITOR;

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

PARCEL B:

LOTS 11, 12 AND 13 IN BLOCK 1 OF HOLLIDGE PACIFIC AVENUE ADDITION TO FERN HILL, AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 76, RECORDS OF PIERCE COUNTY AUDITOR;

PARCEL C:

LOTS 14 AND 15 OF BLOCK 1 OF MAP OF HOLLIDGES PACIFIC AVENUE ADDITION TO FERN HILL, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 76, RECORDS OF PIERCE COUNTY AUDITOR;

PARCEL D:

LOTS 13 AND 14 OF BLOCK 2 OF HOLLIDGES PACIFIC AVENUE ADDITION TO FERN HILL, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 76, RECORDS OF PIERCE COUNTY AUDITOR;

PARCEL E:

LOT 15 OF BLOCK 2 OF HOLLIDGES PACIFIC AVENUE ADDITION TO FERN HILL, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 76, RECORDS OF PIERCE COUNTY AUDITOR;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Site #1350

2342 Sims Way, Port Townsend WA 98368 – Assessor's Nos. 974 700 202 and 10 11801

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

LOTS 4 TO 19, INCLUSIVE, BLOCK 2, NATIONAL CITY ADDITION NO. 1 TO PORT TOWNSEND, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS ON PAGE 150, RECORDS OF JEFFERSON COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION OF THE ALLEY LYING WITHIN SAID BLOCK 2 VACATED BY ORDINANCE NO. 2046, AMENDED BY ORDINANCE NO. 2073 OF



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Skagit County Auditor

THE CITY OF PORT TOWNSEND, WHICH INURED TO SAID LOTS 4 TO 19 UPON THE VACATION THEREOF.

SITUATE IN THE COUNTY OF JEFFERSON, STATE OF WASHINGTON.

Site #1356

331 West First Street, Port Hughes, WA 98362 – Assessor's No. 06-30-00-001315

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

PARCEL A:

ALL THE PORTION OF LOTS 11 AND 12, BLOCK 13 ORIGINAL TOWNSITE OF PORT ANGELES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 11, 10 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 11;
THENCE EASTERLY A DISTANCE OF 90 FEET, MORE OR LESS, ALONG THE SOUTHERLY LINE OF LOTS 11 AND 12 TO THE SOUTHEASTERLY CORNER OF LOT 12;
THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOT 12, A DISTANCE OF 79.41 FEET TO A POINT;
THENCE SOUTHWESTERLY FROM SAID POINT ACROSS LOT 12 AND 11 TO THE POINT OF BEGINNING;
SAID TRIANGULAR TRACT IS ABOVE DESCRIBED AS BEING LOCATED IN THE SOUTHEAST CORNER OF SAID LOTS 11 AND 12.

PARCEL B:

ALL THAT PORTION OF LOTS 13 AND 14 IN BLOCK 13 OF THE ORIGINAL TOWNSITE OF PORT ANGELES, CLALLAM COUNTY, WASHINGTON, LYING EASTERLY AND SOUTHERLY OF A LINE COMMENCING 79.41 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 13;
THENCE RUNNING IN A NORTHEASTERLY DIRECTION ACROSS LOTS 13 AND 14 TO A POINT ON THE NORTH LINE OF LOT 14, 18.67 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 14;
THERE BEING SPECIFICALLY EXCEPTED FROM THIS CONVEYANCE THAT PORTION OF LOTS 13 AND 14, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 13;
THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT, 60.59 FEET;
THENCE NORTHEASTERLY ACROSS LOTS 13 AND 14 TO A POINT ON THE NORTH LINE OF LOT 14, 18.67 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 14;
THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 13 AND 14 TO THE PLACE OF BEGINNING.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

Site #1375

397 Sussex Avenue W., Tenino, WA 98589 – Assessor's No. 549010 0 0700

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

LOTS 7 AND 8 IN BLOCK 10 OF HODGDENS ADDITION TO TENINO, AS RECORDED IN VOLUME 2 OF PLATS, PAGE 27, AND THAT UNPLATTED PORTION LYING WEST OF LOT 8 AND NORTH OF A PROJECTION OF THE SOUTH LINE OF LOT 8 TO "A" STREET, EXCEPTING PORTION USED BY THE PACIFIC HIGHWAY.

ALSO EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF TENINO BY DEEDS RECORDED UNDER RECORDING NOS. 359062 AND 494686.

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

Site #1380

108 State Highway 603, Chehalis, WA 98532 – Assessor's No. 018518-000-000

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

PARCEL A:

THAT PORTION OF THE LEWIS H. DAVIS DONATION LAND CLAIM IN SECTION 2, TOWNSHIP 13 NORTH, RANGE 3 WEST, W.M. DESCRIBED US FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE NEWAUKUM-BOISFORT COUNTY ROAD AND THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2; THENCE WEST TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH TO THE OCEAN BEACH HIGHWAY; THENCE ALONG THE EASTERLY LINE OF SAID HIGHWAY TO THE WESTERLY LINE OF THE NEWAUKUM-BOISFORT COUNTY ROAD; THENCE SOUTHERLY ALONG SAID COUNTY ROAD TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 3 WEST, W.M. LYING SOUTHEASTERLY OF A LINE DRAWN PARALLEL WITH 75 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 12, LITTEL TO CLAUQUATO, AND LYING NORTHWESTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY NO. 12, AS SAME EXISTED PRIOR TO DECEMBER 22, 1959 AND LYING SOUTHWESTERLY OF A LINE DRAWN RADIALLY FROM HIGHWAY ENGINEER'S STATION 53+00. PRIMARY STATE HIGHWAY NO. 12, LITTEL TO CLAUQUATO.

SITUATE IN LEWIS COUNTY, STATE OF WASHINGTON.



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