



200712240163

Skagit County Auditor

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5 1:25PM

After Recording Return To:  
U.S. Bank National Association  
Washington corporate Banking  
10800 NE 8<sup>th</sup> Street, Suite 1000  
Bellevue, Washington 98004  
Attn: Andrew Bartram

**AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF  
LEASES AND RENTS AND FIXTURE FILING**

GUARDIAN NORTHWEST TITLE CO.

841774

GRANTOR: LOCAL 26 EDUCATIONAL DEVELOPMENT TRUST

GRANTEE: 1. U.S. BANK NATIONAL ASSOCIATION (Beneficiary)  
2. U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (Trustee)

**ACCOMMODATION RECORDING ONLY**

Legal Description:

Abbreviated form: Section 7, Township 34, Range 4; Ptn. NW ¼ (aka Lot 6 and  
Ptn. Lot 7 Burlington Binding Site Plan 3-97)

Additional legal on Exhibit A of document

Assessors Property Tax Parcel Account Number(s): 8016-000-006-0000 (P111719)

Reference Number(s) of Related Document(s): 200507200128

**AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF  
LEASES AND RENTS AND FIXTURE FILING**

THIS AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (the "Amendment") dated as of the 27th day of September, 2007 is executed by LOCAL 26 EDUCATIONAL DEVELOPMENT TRUST, a Washington non-profit trust ("Grantor") in favor of U.S. BANK NATIONAL ASSOCIATION ("Beneficiary"), with reference to the following facts:

**RECITALS**

A. Beneficiary is the holder of a promissory note dated July 20, 2005 in the face amount of \$3,500,000 executed by Grantor as maker in favor of Beneficiary as holder (the "Note").

B. The obligations of the Grantor under the Note are secured by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of July 20, 2005 and recorded July 20, 2005 in the official records of Skagit County, Washington under Recording No. 200507200128 (the "Deed of Trust"), encumbering certain real and personal property located in Skagit County, Washington and more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").

C. The parties have agreed to certain modifications to the Deed of Trust.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**AGREEMENT**

1. The Deed of Trust is hereby amended as follows:

A. Section 1.15 is amended to provide that Grantor may prepare its financial statements on the modified cash basis.

B. Section 1.18 is amended to read as follows:

(a) Debt Service Coverage Ratio. Grantor shall maintain a Debt Service Coverage Ratio as of the end of each calendar year of not less 1.10:1.00 "Debt Service Coverage Ratio" shall mean the relationship, expressed as a numerical ratio, between (i) the total of Grantor's after-tax income plus interest expense, amortization and depreciation and (ii) the sum of all interest expense on all indebtedness (including with respect to the obligations of the Borrower under any reimbursement agreement letter of credit fees and expenses, trustee and issuer fees, remarketing fees and all long-term indebtedness.



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2. Except as modified hereby, all of the terms and conditions of the Deed of Trust remain in full force and effect.

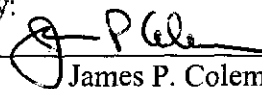
3. Washington State Notice. Beneficiary hereby notifies Grantor as follows:  
**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY/EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, Grantor has executed this Amendment as of the day and year first above written.

GRANTOR

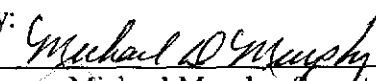
LOCAL 26 EDUCATIONAL  
DEVELOPMENT TRUST, a Washington  
nonprofit trust

By:



James P. Coleman, Chairman

By:



Michael Murphy, Secretary

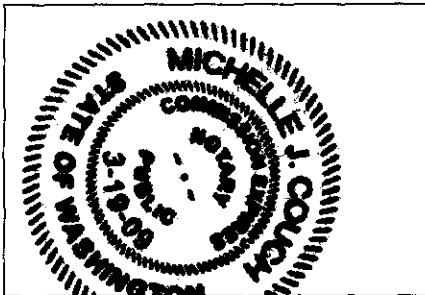
STATE OF WASHINGTON )

) ss.

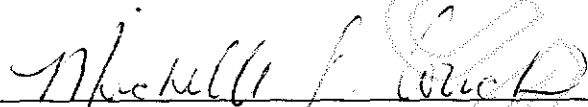
COUNTY OF KING )

I certify that I know or have satisfactory evidence that James P. Coleman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Chairman of LOCAL 26 EDUCATIONAL DEVELOPMENT TRUST, a Washington nonprofit trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

*October*  
Dated September 10, 2007.  
*mjc*



(Use this space for notary stamp/seal)

  
Notary Public

Print Name

Michelle J. Couch

My commission expires

3-19-09



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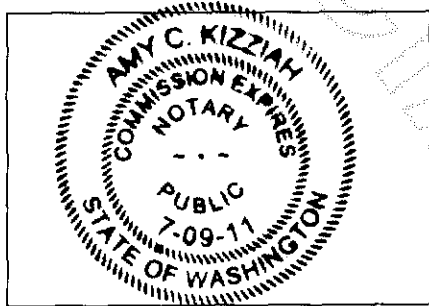
STATE OF WASHINGTON )

1) SS.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that Michael Murphy is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Secretary of LOCAL 26 EDUCATIONAL DEVELOPMENT TRUST, a Washington nonprofit trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated ~~September~~ <sup>October</sup> 10, 2007.



(Use this space for notorial stamp/seal)

Amy C. Kizziah  
Notary Public  
Print Name Amy C. Kizziah  
My commission expires 7-09-11

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**Skagit County Auditor**

**EXHIBIT A  
to Deed of Trust**

**LEGAL DESCRIPTION**

The land referred to below is situated in the State of Washington, county of Skagit, and is described as follows:

LOT 6 AND LOT 7 OF BURLINGTON BINDING SITE PLAN 3-97, APPROVED JULY 10, 1997, AND RECORDED JULY 17, 1997, IN VOLUME 13 OF PLATS AT PAGES 25 AND 26, UNDER AUDITOR'S FILE NO. 9707170062, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 7, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THE SOUTH 60 FEET OF LOT 7; THAT PORTION OF SAID PREMISES LYING WITHIN LOT 7, BEING ALSO KNOWN AS LOT "B" OF A BOUNDARY LINE ADJUSTMENT SURVEY RECORDED JANUARY 30, 1998, UNDER AUDITOR'S FILE NO. 9801300049, IN VOLUME 20 OF SURVEYS, PAGE 63.



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