



200807020066  
Skagit County Auditor

7/2/2008 Page 1 of 5 11:30AM

After Recording Mail To:

KEYBANK NATIONAL ASSOCIATION  
Commercial Loan Services  
P.O. Box 5276  
Boise, ID 83708-52478

CHICAGO TITLE CO. *1C45682*

Loan No. 169352-1010009701

**Second**  
**MODIFICATION OF DEED OF TRUST**

GRANTOR: BRIAR DEVELOPMENT COMPANY LLP, a Washington limited liability partnership

GRANTEE: KEYBANK NATIONAL ASSOCIATION, a national banking association

GRANTEE (trustee) CHICAGO TITLE INSURANCE COMPANY

LEGAL Lot 1, City of MV SP #MV-5-98

DESCRIPTION The complete legal description is on the attached Exhibit A

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:  
340421-2-001-0006, 340421-2-006-0001

RECORDING NO. OF DEED OF TRUST MODIFIED BY THIS DOCUMENT:  
9903310197

This SECOND MODIFICATION OF DEED OF TRUST (this "Second DOT Mod") dated June 16, 2008, modifies the Deed of Trust, Assignment of Rents and Leases and Security Agreement (the "Original Deed of Trust") dated March 29, 1999, and recorded under Skagit County recording number 9903310197, from BRIAR DEVELOPMENT COMPANY, a Washington general partnership as Grantor, ("Briar Partnership") to CHICAGO TITLE INSURANCE COMPANY as Trustee in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association as Beneficiary, ("Lender") as amended by the Modification of Deed of Trust dated April 20, 2004, recorded under

Skagit County recording No. 200404270063 (the "*First DOT Mod*"). The Original Deed of Trust, the First DOT Mod and this Second DOT Mod are together referred to as the "*Deed of Trust*". The Deed of Trust encumbers the real property (the "*Land*") legally described on the attached Exhibit A and other Property as defined in the Original Deed of Trust.

The Original Deed of Trust and the First DOT Mod are modified as provided below pursuant to the Second Loan Modification Agreement ("*Second Modification*") dated the same as this Second DOT Mod.

1. The principal amount of the Note secured by the Deed of Trust is increased from \$9,200,000 to \$12,800,000, the maturity date extended, and other loan terms are amended pursuant to the Second Modification.
2. The Deed of Trust secures payment of the sum of TWELVE MILLION EIGHT HUNDRED THOUSAND and no/100 DOLLARS (\$12,800,000.00), with interest thereon, according to the terms and provisions of the Second Amended & Restated Promissory Note ("*Note*") dated the same as this Second DOT Mod, made by Borrower and payable to Lender. All references to "*Note*" in the Deed of Trust and the other Loan Documents shall be deemed to refer to the foregoing Note.
3. The definition of the term "*Loan Documents*" is modified to include this Second DOT Mod, the Second Modification, the Note, and any and all modifications, extensions, renewals and replacements thereof, but does not include the Indemnity Agreement dated the same as the Original Deed of Trust.
4. The legal description of the Land in the Original Deed of Trust is hereby amended and restated to that in the attached Exhibit A.

This Second DOT Mod may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Second DOT Mod may be detached from any counterpart of this Second DOT Mod without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Second DOT Mod identical in form hereto but having attached to it one or more additional signature pages.

In all other respects the provisions of the Original Deed of Trust and the First DOT Mod are hereby affirmed and ratified. This Second DOT Mod is not intended and shall not be construed to impair the validity, priority or enforceability of the Original Deed of Trust or the other Loan Documents.

*The rest of this page is left blank intentionally.*





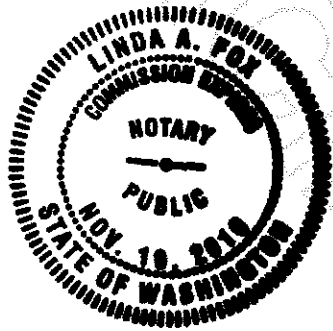
STATE OF WASHINGTON )

County of Whatcom)

SS.

I certify that I know or have satisfactory evidence that Dale C. Henley is the person who appeared before me, and said persons acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President and CEO of BRIAR DEVELOPMENT COMPANY LLP to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 16 day of JUNE, 2008.



Linda A. Fox

Notary Public in and for the State of Washington,

residing at Blaine

LINDA A. FOX

Name (printed or typed)

My appointment expires: Nov. 10/2010



EXHIBIT "A"

Lot 1 of CITY OF MOUNT VERNON SHORT PLAT NO. MV-5-98, approved August 30, 1999, and recorded August 31, 1999, under Auditor's File No. 199908310020, records of Skagit County, Washington, being a portion of the Northwest Quarter of Section 21, Township 34 North, Range 4 East of the Willamette Meridian.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



200807020066  
Skagit County Auditor

7/2/2008 Page

5 of

5 11:30AM