

**RETURN ADDRESS:**

Pacific Continental Bank  
RE:  
PO Box 10727  
Eugene, OR 97440



200808050043

Skagit County Auditor

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**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): CW-8361996/15816

Additional on page \_\_\_\_

Grantor(s): 200703020097  
1. Windward Real Estate Services, Incorporated

Grantee(s)  
1. Pacific Continental Bank

B90706-2  
GUARDIAN NORTHWEST TITLE CO.

Legal Description: Ptns. Section 16, Township 33, Range 4

Additional on page \_\_\_\_

Assessor's Tax Parcel ID#: 330416-4-001-0604 (P16707); 330416-4-001-0000 (P16701);  
330416-3-004-0108 (P16689)

**THIS MODIFICATION OF DEED OF TRUST dated July 29, 2008, is made and executed between Windward Real Estate Services, Incorporated, a Washington Corporation, whose address is 7981 168th Avenue NE #118 ("Grantor") and Pacific Continental Bank, whose address is Washington Loan Operations, 1100 Olive Way, Suite 102, Seattle, WA 98101 ("Lender").**

**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 15816

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated February 26, 2007 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded March 2, 2007 as Reception #200703020097, in the official records of Skagit County, State of Oregon.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Skagit County, State of Washington:

See legal description in Deed of Trust described above, which is made a part of this Modification as if fully set forth herein

The Real Property or its address is commonly known as NKA 81.4 acres, Lake Sixteen, Conway, WA 98238. The Real Property tax identification number is 330416-4-001-0604 (P16707); 330416-4-001-0000 (P16701); 330416-3-004-0108 (P16689).

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

**Maturity Date:** Extend Maturity Date from March 1, 2008 to October 1, 2009.

**Principal Increase:** Principal increase from \$2,000,000.00 to \$2,250,000.00.

**DEFINITIONS:** The following word(s) shall have the following meaning(s) when used in this Deed of Trust.

**NOTE:** The word "Note" now means the Promissory Note dated July 29, 2008 in the original principal amount of \$2,250,000.00 from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions for the note or credit agreement. This note is being offered in substitution for the Promissory Note dated February 26, 2007 in the original principal amount of \$2,000,000.00.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 29, 2008.**

**GRANTOR:**

**WINDWARD REAL ESTATE SERVICES, INCORPORATED**

By:

James E. Tosti, President of Windward Real Estate Services, Incorporated

**LENDER:**

**PACIFIC CONTINENTAL BANK**

x

Authorized Officer



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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 15816

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CORPORATE ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF King )

On this 1st day of August, 20 08, before me, the undersigned Notary Public, personally appeared James E. Tosti, President of Windward Real Estate Services, Incorporated, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at 518 CENTRAL Way  
Notary Public in and for the State of WA My commission expires July 28 2010  
**Notary Public**  
**State of Washington**  
**MICHAEL J GRANESE**  
**My Appointment Expires Jul 28, 2010**

LENDER ACKNOWLEDGMENT

STATE OF Wa )  
 ) SS  
COUNTY OF King )

**DARLENE G. DUNN**  
**NOTARY PUBLIC**  
**STATE OF WASHINGTON**  
**COMMISSION EXPIRES**  
**JULY 19, 2011**

On this 4th day of August, 20 08, before me, the undersigned Notary Public, personally appeared BONNIE LAMBERT and personally known to me or proved to me on the basis of satisfactory evidence to be the OFFICER, authorized agent for Pacific Continental Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Pacific Continental Bank, duly authorized by Pacific Continental Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Pacific Continental Bank.

By Darlene G. Dunn Residing at Seattle  
Notary Public in and for the State of Wa My commission expires 7-19-11

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