

**RETURN ADDRESS:**

Whidbey Island Bank  
16419 Smokey Point Blvd  
PO Box 3427  
Arlington, WA 98223



201011230062  
Skagit County Auditor

11/23/2010 Page 1 of 4 3:55PM

**LAND TITLE OF SKAGIT COUNTY**

12730305

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200709270181 Loan #37000759 Additional on page       

Grantor(s):

1. MEK Corporation Inc

Grantee(s)

1. Whidbey Island Bank

Legal Description: Lot 143, Eaglemont, Ph. 1B, Div. 4

Additional on page 2

Assessor's Tax Parcel ID#: 4866-000-143-0000, P123107

THIS MODIFICATION OF DEED OF TRUST dated November 5, 2010, is made and executed between MEK Construction Inc, a Washington Corporation ("Grantor") and Whidbey Island Bank, whose address is 16419 Smokey Point Blvd PO Box 3427, Arlington, WA 98223 ("Lender").

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

Loan No: 37000759

Page 2

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated September 17, 2007 (the "Deed of Trust") which has been recorded in Snohomish County, State of Washington, as follows:

**Recorded September 27, 2007 under Auditor's File No. 200709270181.**

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

Lot 143, "Plat of Eaglemont, Phase 1B, Division 4," as per plat recorded on August 8, 2005 under Auditor's File No. 200508080162, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

The Real Property or its address is commonly known as 4815 Beaver Pond Drive South, Mount Vernon, WA 98274. The Real Property tax identification number is 4866-000-143-0000, P123107.

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

**This modification is to reflect a new reference number #37000759 (old #17013483).**

**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 endorsers 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.

**RENT, ISSUES AND PROFITS.** All income, rents, security or similar deposits, revenues, issues, royalties, profits, leases, earnings, products and proceeds of the land or improvements, including, without limitation, all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, insurance or condemnation proceeds, payments and deposits, and any proceeds from the sale of any lots comprising the Land and any Units, and any deposits on account thereof (collectively, the "Rents, Issues and Profits").

**PERMITS, PLANS, AND CONTRACTS.** Subject to payment of any amounts owed third parties, all licenses, permits, approvals, certificates of occupancy, commitments, designs, plans, specifications, architectural and engineering contract and reports, construction contracts, surveys, appraisals, listing agreements, warranties, and any and all other work product or general intangibles relating to the Property or any part thereof owned by Grantor, including, without limitation any and all rights or claims that relate to the construction of improvements on or to the Property that Grantor may have against any person or entity supplying, or who has supplied, labor, materials, or services in connection with the construction of improvements on the Property.

**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 NOVEMBER 5, 2010.**

**GRANTOR:**

**MEK CORPORATION INC**

By: [Signature]  
Massoud Forghani, President of MEK Corporation Inc

By: [Signature]  
Ramin Forghani, Vice President of MEK Corporation Inc



201011230062  
Skagit County Auditor

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 37000759

Page 3

LENDER:

WHIDBEY ISLAND BANK

X Isaac Maldonado  
Isaac Maldonado, Loan Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Snohomish )

On this 10<sup>th</sup> day of November, 20 10, before me, the undersigned Notary Public, personally appeared Massoud Forghani, President of MEK Corporation Inc., 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 I.R. Maldonado  
Notary Public in and for the State of WA

Residing at Stanwood  
My commission expires 11-09-11

CORPORATE ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Snohomish )

On this 10<sup>th</sup> day of November, 20 10, before me, the undersigned Notary Public, personally appeared Ramin Forghani, Vice President of MEK Corporation Inc., 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 I.R. Maldonado  
Notary Public in and for the State of WA

Residing at Stanwood  
My commission expires 11-09-11



201011230062  
Skagit County Auditor

MODIFICATION OF DEED OF TRUST  
(Continued)

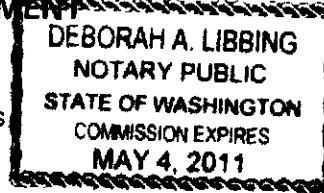
Loan No: 37000759

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Washington  
COUNTY OF Snohomish

)  
) SS  
)



On this 10th day of November, 2010, before me, the undersigned Notary Public, personally appeared Isaac Maldonado and personally known to me or proved to me on the basis of satisfactory evidence to be the Loan Officer, authorized agent for Whidbey Island Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Whidbey Island Bank, duly authorized by Whidbey Island 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 Whidbey Island Bank.

By Deborah A. Libbing  
Notary Public in and for the State of WA

Residing at Marvsville  
My commission expires 5-4-2011

LASER PRO Lending, Ver. 5.53.10.003 Copr. Harland Financial Solutions, Inc. 1997, 2010. All Rights Reserved. -  
WA c:\CFILPL\G202.FC TR-2746 PR-3



201011230062

Skagit County Auditor