

AFTER RECORDING RETURN TO:

Lane Powell PC
1420 5th Avenue, Suite 4200
Seattle, WA 98111-9402
Attention: Gregory R. Fox



201308130086

Skagit County Auditor

\$77.00

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GUARDIAN NORTHWEST TITLE CO.

SHORT FORM DEED OF TRUST

106360

Grantor: Yosemite Management Group, LLC
Grantees: Washington Federal (Beneficiary)
LPSL Corporate Services, Inc. (Trustee)
Abbrev. Legal: Lot B, Survey #200511220072, Ptn. Lts 16-18, Blk 2, Beale's Maple
Grove Addn.
Tax Parcel No: 3775-002-018-0000 (P123892)

THIS DEED OF TRUST ("Deed of Trust") is made this 9th day of August, 2013 between Yosemite Management Group, LLC, a California limited liability company ("Grantor"), whose address is 11128 Hwy. 140, El Portal, CA 95318; LPSL Corporate Services, Inc., a Washington corporation ("Trustee"), whose address is 1420 Fifth Avenue, Suite 4200, Seattle, WA 98111-9402; and Washington Federal, a national association (hereinafter the "Beneficiary" or "Lender"), whose address is 425 Pike Street, Seattle, WA 98101.

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale according to Washington law, all Grantor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the real property located in Skagit County, Washington, described as follows:

LOT B, AS DELINEATED ON BOUNDARY LINE ADJUSTMENT SURVEY
RECORDED NOVEMBER 22, 2005 UNDER AUDITOR'S FILE NO.
200511220072 BEING A PORTION OF LOTS 16 THROUGH 18, BLOCK 2,
"BEALE'S MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES",
AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS
OF SKAGIT COUNTY, WASHINGTON.

(the "Property," which term shall include all or any part of the Property, any improvements now or hereafter located thereon, any plumbing, electrical, natural gas, fire extinguishing, vacuum, irrigation, data, communication, heating and ventilation equipment and fixtures, kitchen equipment and appliances, carpeting and other flooring, window coverings, and other fixtures now or hereafter located thereon, and all of the property described in Paragraph 2 of the Master Form Deed of Trust hereinafter referred to);

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining, leases and other agreements for the use and occupancy pertaining thereto, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Lender to collect and apply such rents, issues and profits. The Property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

This Deed of Trust shall constitute a security agreement under the Uniform Commercial Code of Washington between Grantor, as debtor, and Lender, as secured party. Grantor grants a security interest to Lender in any of the Property which is personal property and also grants a security interest in the property described in Paragraph 3 of the Master Form Deed of Trust hereinafter referred to, now owned or hereafter acquired by Grantor (the Property, as defined above, and the property described in said Paragraph 3 are hereafter collectively referred to as the "Collateral"). As to all of the Collateral which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under the Uniform Commercial Code as adopted in Washington, RCW Chapter 62A, as amended or recodified from time to time.

THIS DEED OF TRUST IS FOR THE PURPOSE OF SECURING the following:

(a) All obligations, debts and liabilities, plus interest thereon, owing to Lender under that certain promissory note of even date herewith, executed by Yosemite Management Group, LLC, CI Mariposa, LLC, CI Oakhurst, LLC, and Gerald D. Fischer (collectively, the "Borrowers"), in the stated principal sum of ONE HUNDRED THIRTY SEVEN THOUSAND THREE HUNDRED SEVENTY-EIGHT AND 00/100 DOLLARS (\$137,378.00), and all amendments, renewals or modifications thereof (collectively, the "Note");

(b) Payment of any further sums advanced or loaned by Lender to Borrowers, or any of their successors or assigns, including costs and expenses incurred by Lender, provided the advance is made pursuant to this Deed of Trust (this Deed of Trust, the Note, and such other documents expressly referencing the Note, including any loan agreements, are hereinafter collectively referred to as the "Loan Documents"), together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing;

(c) Performance of each agreement, term and condition set forth or incorporated by reference in any Loan Documents, which are incorporated herein by reference.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 69 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the

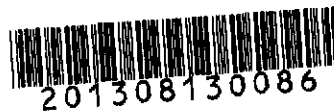


same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the dates below shown, in the Official Records of the offices of the County Auditors or County Recorders of the following counties in the State of Washington according to the enumerated recordation designations appearing below after the name of each county, to wit:

| COUNTY | DRAWER, REEL, BOOK OR VOLUME | FRAME OR PAGE NO(S). | RECORDING OR AUDITOR'S FILE NO. | DATE OF RECORDING |
|-----------------|---------------------------------------|-------------------------|---------------------------------------|----------------------|
| ADAMS | 229 | 260-271 | 239483 | October 12, 1995 |
| ASOTIN | | | 217406 | October 11, 1995 |
| BENTON | 636 | 65-76 | 95-23049 | October 12, 1995 |
| CHELAN | 1052 | 1633-1644 | 9510120008 | October 11, 1995 |
| CLALLAM | 1111 | 694-705 | 729425 | October 11, 1995 |
| CLARK | | | 9510110089 | October 11, 1995 |
| COLUMBIA | 3D | 712-723 | 8601 | October 11, 1995 |
| COWLITZ | 1213 | 0637-0648 | 951012074 | October 12, 1995 |
| DOUGLAS | M444 | 09-20 | 307858 | October 12, 1995 |
| FERRY | [M.F. of O.R.] | | 232892 | October 11, 1995 |
| FRANKLIN | 0377 | 0564-0575 | 524669 | October 11, 1995 |
| GARFIELD | | | 3317 | October 11, 1995 |
| GRANT | 068 | 1954-1965 | 951012004 | October 11, 1995 |
| GRAYS HARBOR | 95 | 33136-33147 | 951012026 | October 11, 1995 |
| ISLAND | 696 | 1410-1421 | 95016396 | October 11, 1995 |
| JEFFERSON | 537 | 328-339 | 385505 | October 11, 1995 |
| KING | | | 9510100421 | October 10, 1995 |
| KITSAP | 0879 | 2392-2403 | 9510130066 | October 13, 1995 |
| KITTITAS | 370 | 717 | 586108 | October 11, 1995 |
| Klickitat | 327 | 218 | 249676 | October 11, 1995 |
| LEWIS | 672 | 350-361 | 9514582 | October 11, 1995 |
| LINCOLN | 65 | 003034-003045 | 400875 | October 11, 1995 |
| MASON | 688 | 144-155 | 615408 | October 11, 1995 |
| OKANOGAN | 137 | 1089-1100 | 833848 | October 11, 1995 |
| PACIFIC | 9510 | 559-570 | 62332 | October 11, 1995 |
| PEND ORIELLE | 121 | 1099-1110 | 230779 | October 12, 1995 |
| PIERCE | 1163- | 2511-2522 | 9510110478 | October 11, 1995 |
| SAN JUAN | 525 | 230-241 | 95101201 | October 12, 1995 |
| SKAGIT | 1483 | 0372-0383 | 9510110046 | October 11, 1995 |
| SKAMANIA | 152 | 860-871 | 123494 | October 11, 1995 |
| SNOHOMISH | 3081 | 1623-1634 | 9510110189 | October 11, 1995 |
| SPOKANE | 1781 | 1737-1748 | 9510110230 | October 11, 1995 |
| STEVENS | 193 | 2376-2387 | 9510157 | October 11, 1995 |

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| COUNTY | DRAWER, REEL, BOOK OR VOLUME | FRAME OR PAGE NO(S). | RECORDING OR AUDITOR'S FILE NO. | DATE OF RECORDING |
|----------------|---------------------------------------|-------------------------|---------------------------------------|----------------------|
| THURSTON | 2464 | 702-713 | 9510110097 | October 11, 1995 |
| WAHKIAKUM | 104 | 0579-0590 | 45447 | October 12, 1995 |
| WALLA WALLA | 234 | 1593-1604 | 9509789 | October 11, 1995 |
| WHATCOM | 465 | 1133-1144 | 951011197 | October 11, 1995 |
| WHITMAN | | | Microfilm No. 580488 | October 11, 1995 |
| YAKIMA | 1494 | 1819-1830 | 3110734 | October 11, 1995 |

A copy of such Master Form Deed of Trust has been furnished to the person executing this Deed of Trust, and by executing this Deed of Trust the Grantor acknowledges having received such Master Form Deed of Trust.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder, as required by Washington law in case of non-judicial foreclosure of a deed of trust, be mailed to Grantor at Grantor's address as hereinabove set forth.

Grantor agrees to obtain all insurance reasonably required from time to time by Lender and as elsewhere provided in the Loan Documents, including flood insurance. If Grantor fails to maintain such insurance satisfactory to the Lender, Lender may make the payment on behalf of the Grantor, and any sums expended shall be added to principal and bear interest at the rate provided in the Note.

Grantor agrees to pay to Lender immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Lender's in-house counsel), expended or incurred by Trustee or Lender pursuant to this Deed of Trust, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Lender or any other person) relating to Grantor or in any way affecting any of the Collateral or Lender's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Grantor with interest from the date of demand until paid in full at the highest rate per annum payable under the Note.

GRANTOR AND LENDER WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION AT LAW OR IN EQUITY OR IN ANY OTHER PROCEEDING BASED ON OR PERTAINING TO THIS DEED OF TRUST OR ANY OTHER DOCUMENT OR AGREEMENT CONTEMPLATED HEREIN.



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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.

WITNESS the hand(s) and seal(s) of the Grantor, and each of them if more than one, on the day and year first above written.

YOSEMITE MANAGEMENT GROUP, LLC, a
California limited liability company

By: [Signature]
Name: Gerald D. Fischer
Its: Member

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Cruz)

On 08-09-2013, before me, G. Mariscal Zaragoza, Notary, personally appeared, Gerald D. Fischer, who proved to me 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

