

Return Address

U.S. BANK NATIONAL ASSOCIATION
Skagit-Island County Commercial Banking, 404
North Burlington Boulevard, Burlington,
Washington 98233
Attn: Robert Finkbohner



200307310094
Skagit County Auditor

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TRUSTEE: U.S. BANK TRUST COMPANY

FIRST AMERICAN TITLE CO.
72547E

Document Title(s) (or transactions contained therein):

1. DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

Reference Number(s) of Documents assigned or released:
(on page ___ of document)

Grantor(s) (Last name first, then first name and initials):

1. SKAGIT MALL 90 ASSOCIATES, a Washington general partnership
2. W & C CORPORATION, a Washington corporation

Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials):

1. U.S. BANK NATIONAL ASSOCIATION

Additional names on page ___ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LOTS 1-7 AND LOT B, MOUNT VERNON BINDING SITE PLAN # MV-1-93, BEING A PORTION OF SECTION 18, TOWNSHIP 34, RANGE 4, NE 1/4 - SE 1/4

Full legal description is on page 28 of document.

Assessor's Property Tax Parcel/Account Number(s)

8006-000-001-0000 (P26287); 8006-000-002-0001 (P104612); 8006-000-002-0100 (P104610); 8006-000-003-0002 (P104613); 8006-000-004-0100 (P104935); 8006-000-004-0003 (P104614); 8006-000-005-0004 (P26284); 8006-000-006-0005 (P26285); 8006-000-007-0006 (P26296); 8006-000-099-0000 (P26206); 8006-000-002-0201 (L104625)

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

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (the "Deed of Trust") is made as of this 24th day of July, 2003, among SKAGIT MALL 90 ASSOCIATES, a Washington general partnership, whose address is 202 E. College Way #A, Mount Vernon, Washington 98273 and P.O. Box 271, Burlington, Washington 98233-0271 and W & C CORPORATION, a Washington corporation, whose address is 12904 Eagle Drive, P.O. Box 271, Burlington, Washington 98233-0271 (the "Grantor"); U.S. BANK TRUST COMPANY, National Association, whose address is 111 S.W. Fifth Avenue, Portland, Oregon 97204 (the "Trustee"); and U.S. BANK NATIONAL ASSOCIATION, whose address is Skagit-Island County Commercial Banking, 404 North Burlington Boulevard, Burlington, Washington 98233 (the "Beneficiary").

W I T N E S S E T H :

Grantor does hereby irrevocably GRANT, BARGAIN, SELL, and CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Skagit, State of Washington, described in Exhibit A attached hereto and by this reference incorporated herein, together with any and all buildings, structures and improvements now or hereafter erected on or attached to the property, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles on, in or attached to the property or to such buildings, structures and improvements, all of which are herein collectively called the "Property";

TOGETHER WITH all interests, estate or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Property;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights, permits, certificates and water rights agreements and shares of stock evidencing the same;

TOGETHER WITH all right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property; and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH all right, title and interest of Grantor in and to all personal property (the "Personal Property") now or hereafter owned by Grantor and now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to, all goods, machinery, tools, insurance proceeds, equipment (including fire



sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, window or structural cleaning rigs, maintenance, and all other equipment of every kind), lobby and all other indoor and outdoor furniture, rugs, carpets, and other floor coverings; all inventory related to Grantor's operation of the Property and any business operated thereon by Grantor, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, and office maintenance and other supplies and all proceeds thereof and all rights of Grantor as lessee of any Personal Property;

TOGETHER WITH all right, title, and interest of Grantor in the funds deposited pursuant to Section 1.6 or Section 1.7;

TOGETHER WITH all the estate, interest, right, title, other claim or demand which Grantor now has or may hereafter acquire in the Property, including all unearned premiums under insurance policies now or hereafter obtained by Grantor, claims or demands with respect to the proceeds of insurance, all proceeds (including, without limitation, funds, accounts, deposits, instruments, general intangibles, notes or chattel paper) of the conversion, voluntary or involuntary, of any of the property described above into cash or other liquidated claims, including proceeds of hazard, title and other insurance and proceeds received pursuant to any sales or rental agreements of Grantor in respect to the Property, all refunds or rebates of taxes or assessments on the Property, all rights of action in respect of the Property and all judgments, damages, awards, settlements and compensation (including interest thereon), heretofore or hereafter made to the present and all subsequent owners of any property or rights described or encumbered hereby for any injury to or decrease in the value thereof for any reason, or by any governmental or other lawful authority for the taking by eminent domain, condemnation or by any proceeding or purchase in lieu thereof of all or any part of the Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

TOGETHER WITH any and all existing and future leases (including subleases thereof), whether written or oral, rental agreements and all future agreements for use and occupancy, and any and all extensions, renewals and replacements thereof, upon all or relating to any part of the Property (hereinafter collectively referred to as the "Leases.");

TOGETHER WITH any and all guaranties of tenant's performance under any and all of the Leases;

TOGETHER WITH the immediate and continuing right to collect and receive all of the rents, fees, charges, accounts, income, receipts, revenues, issues, profits and other income or other payments of any nature now due or which may become due or to which Grantor may now or shall hereafter (including any income of any nature coming due during any redemption period) become entitled to or may make demand or claim for, arising or issuing from or out of the Leases or from or out of the Property or any part thereof, including but not



limited to, fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities, minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents and liquidated damages following default in any Lease, all accounts, instruments and general intangibles related to Grantor's operation of the Property and any business operated thereon by Grantor and all proceeds thereof, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, together with any and all rights and claims of any kind which Grantor may have against any tenant under the Leases or any subtenants or occupants of the Property, and all proceeds payable as a result of the Tenant's exercise of an option to purchase the Property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights or claims of any kind that Grantor may have against Tenant under the Leases or any occupants of the Property (all such monies, rights and claims described in this paragraph being hereinafter called "Cash Collateral"), Excepting Therefrom, any sums which by the express provisions of any of the Leases are payable directly to any governmental authority or to any other person, firm or corporation other than the landlord under the Leases;

SUBJECT, HOWEVER, to a license hereby granted by Beneficiary to Grantor, but limited as hereinafter provided, to collect and receive all of the Cash Collateral;

TOGETHER WITH all plans, specifications, contracts, agreements and purchase orders pertaining or incidental to the design or construction of any Improvements and all of Grantor's rights under any payment, performance or other bond in connection with construction of Improvements, and all construction materials, supplies and equipment delivered to the Property or intended to be used in connection with the construction of Improvements wherever actually located. All architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, engineering reports and similar materials relating to the Property;

TOGETHER WITH all contracts and rights pertaining to or affecting the Property including without limitation all options or contracts to acquire other property for use in connection with operation or development of the Property, deposits, bank accounts, contract rights, accounts, general intangibles (including without limitation trademarks, trade names and symbols), permits, licenses, franchises and certificates;

TOGETHER WITH all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Grantor funds to repay the Beneficiary or improve the Property and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

TOGETHER WITH all books, records, surveys, reports, and other documents related to the property described herein or construction or operation of the Property;

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TOGETHER WITH all governmental permissions, environmental clearances, authority to subdivide the Property, rights, licenses and permits as are necessary for the commencement, continuation, completion, occupancy, use and disposition of all or any portion of the Property; and

TOGETHER WITH all additions, accessions, replacements, substitutions, proceeds and products of the property described herein.

The entire estate, property, and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate."

FOR THE PURPOSE OF SECURING:

1. Payment of indebtedness in the total principal amount of \$8,000,000 with interest thereon, evidenced by that certain Promissory Note of even date herewith (the "Note") executed by Skagit Mall 90 Associates, which has been delivered to, and is payable to, the order of Beneficiary and which, by this reference, is made a part hereof, and any and all modifications, extensions and renewals thereof. The interest rate, payment terms or the balance due on the Note and the indebtedness evidenced thereby may be indexed, adjusted, renewed, or renegotiated without affecting the priority of this Deed of Trust.

2. Payment of all sums which may become due from Grantor under the Secured Loan Documents or advances by Beneficiary or its successor under the Secured Loan Documents, with interest thereon at the Default Rate (as defined herein), which include but are not limited to, fire and other hazard insurance and taxes upon the Property, according to the terms of this Deed of Trust; payment by the Grantor of all reasonable attorneys' fees and costs incurred by the Trustee or Beneficiary in foreclosing this Deed of Trust or realizing upon any of the collateral for the obligations which this Deed of Trust secures; payment by Grantor of all reasonable attorneys' fees and costs incurred by Trustee or Beneficiary in defending the priority or validity of this Deed of Trust or the title to the Property; payment by Grantor of all sums advanced by Beneficiary to or on behalf of Grantor for the purpose of clearing encumbrances or defects from the title to the Property where Beneficiary, in good faith, believes such encumbrances to be superior to the lien of the Deed of Trust, including, without limitation, payment of ad valorem taxes and mechanics' or materialmen's liens which may have gained priority over the lien of this Deed of Trust; payment by Grantor of all reasonable attorneys' fees and costs incurred by Trustee or Beneficiary in any bankruptcy proceedings or any reorganization or arrangement proceeding under the United States Bankruptcy Code affecting Grantor or this Deed of Trust, and payment of all other sums advanced by Beneficiary under the Secured Loan Documents to protect the Trust Estate, with interest thereon at the Default Rate.

3. Payment of all other sums, with interest thereon, which may now or hereafter be loaned to Grantor, its successors, or assigns, by Beneficiary, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.



4. Payment and performance of all of the obligations of Grantor under any loan agreement between Grantor and Beneficiary related to the loan evidenced by the Note (together with all modifications, amendments, supplements and exhibits thereto, the "Loan Agreement").

This Deed of Trust, the Note, the Loan Agreement, and any other document given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Documents." Notwithstanding the foregoing, this Deed of Trust does not secure and shall not be construed as securing any obligation of Grantor under (a) the Certificate and Indemnity Regarding Hazardous Substances of even date herewith made by Grantor or (b) the Certificate of Compliance and Indemnification of even date herewith made by Grantor. The term "Secured Loan Documents" means the Loan Documents except the Certificate and Indemnity Regarding Hazardous Substances and the Certificate of Compliance and Indemnification.

1. COVENANTS AND AGREEMENTS OF GRANTOR

Grantor hereby covenants and agrees:

1.1 Maintenance of the Property

The Property shall be maintained in good condition at all times. Grantor shall promptly make all necessary repairs, replacements, and renewals so that the value of the Property shall be maintained. Grantor shall not commit or permit any waste on the Property. Grantor shall comply with all laws, ordinances, regulations, and private restrictions affecting the Property. Grantor shall operate the Property in such manner as to prevent deterioration of the land and improvements including fences, except for reasonable wear and tear from proper use. Grantor shall not demolish or remove any improvements from the Property without the written consent of Beneficiary.

1.2 Required Insurance

Grantor shall at all times provide, maintain, and keep in force, or cause to be provided, maintained, and kept in force, the following policies of insurance:

(a) Insurance against loss or damage to the building and improvements situated on the Property (the "Improvements") by fire and any of the risks covered by insurance of the type now known as "broad form of extended coverage," in an amount not less than one hundred percent (100%) of the full replacement cost of the Improvements (exclusive of the cost of excavations, foundations, and footings below the lowest basement floor), and with not more than Five Thousand and No/100 Dollars (\$5,000.00) deductible from the loss payable for any casualty. The policies of insurance carried in accordance with this subparagraph (a) shall contain the "Replacement Cost Endorsement";



(b) Insurance against loss or damage to the Personal Property by fire and other risks covered by insurance of the type now known as "broad form of extended coverage";

(c) A commercial general liability insurance policy with respect to the Property including contractual liability coverage in a minimum amount of \$2,000,000 or such other amounts as Beneficiary may require and from an insurance company acceptable to Beneficiary. Such policy shall be endorsed to provide that the insurance is primary to and not contributory to any similar insurance carried by Grantor and shall contain a severability of interest clause;

(d) A flood insurance policy providing coverage based on Federal Emergency Management Agency (FEMA) recommendations or, at Beneficiary's option, full replacement cost coverage if the Property is located in an area designated by the Department of Housing and Urban Development as a special flood hazard area;

(e) Such other insurance and in such amounts as may, from time to time, be reasonably required by Beneficiary against the same or other hazards, including, without limitation, business interruption insurance or insurance covering loss of rents; and

(f) All policies of insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Grantor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim, or deductions against Grantor. (Non-Contributory Standard Mortgage Clause and Lender's Loss Payable Endorsement Form 438 BFU NS or CP 12- or their equivalent).

1.3 Delivery of Policies; Payment of Premiums; Proceeds

(a) All policies of insurance shall be issued by companies and in amounts in each company satisfactory to Beneficiary. All policies of insurance shall have attached thereto a lender's loss payable endorsement for the benefit of Beneficiary in form satisfactory to Beneficiary. Grantor shall furnish Beneficiary with an original policy (or certificate of insurance if acceptable to Beneficiary) of all policies of required insurance. If Beneficiary consents to Grantor providing any of the required insurance through blanket policies carried by Grantor and covering more than one (1) location, then Grantor shall furnish Beneficiary with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date.

(b) At least thirty (30) days prior to the expiration of each such policy, Grantor shall furnish Beneficiary with evidence satisfactory to Beneficiary of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Deed of Trust. All such policies shall contain a provision that such policies will not be cancelled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Beneficiary. In the event Grantor fails to provide,



maintain, keep in force, or deliver and furnish to Beneficiary the policies or certificates of insurance required by this section, Beneficiary may procure such insurance or single-interest insurance for such risks covering Beneficiary's interest, and Grantor will pay all premiums thereon promptly upon demand by Beneficiary and, until such payment is made by Grantor, the amount of all such premiums shall be secured by this Deed of Trust.

(c) In the event of loss, Grantor shall immediately notify Beneficiary, who may make proof of loss if it is not made promptly by Grantor. Proceeds shall be paid directly to Beneficiary who may compromise with any insurance company and make a final settlement which shall be binding upon Grantor. Beneficiary may, at its election, apply the proceeds to the reduction of the indebtedness secured hereby or to the restoration or repair of the Property.

1.4 Assignment of Policies Upon Foreclosure

In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title, and interest of Grantor in and to all policies of insurance required by Section 1.2 shall inure to the benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Trust Estate.

1.5 Indemnification; Subrogation; Waiver of Offset

(a) If Beneficiary is made a party defendant to any litigation concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by Grantor, then Grantor shall indemnify, defend, and hold Beneficiary harmless from all liability, loss, cost, or damage, by reason of said litigation, including reasonable attorney's fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment.

(b) Grantor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents, and representatives, for loss of or damage to Grantor, the Trust Estate, Grantor's property, or the property of others under Grantor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) All sums payable by Grantor hereunder and all obligations secured hereby shall be paid without counterclaim, setoff, deduction, or defense and without abatement, suspension, deferment, diminution, or reduction; and the obligations and liabilities of Grantor hereunder shall in no way be released, discharged, or otherwise affected (except as expressly provided herein) by reason of (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to Beneficiary, or any action taken



with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim which Grantor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Grantor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing and whether or not Grantor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Grantor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution, or reduction of any sum secured hereby and payable by Grantor.

1.6 Taxes and Liens

Grantor shall pay before they become delinquent all taxes and assessments levied against or on account of the Trust Estate and shall pay as due all claims for work done on or for services rendered or material furnished to the Property. Special assessments shall be paid currently, without deferral, unless the lien for deferred assessments is subordinate to the interest of Beneficiary under this Deed of Trust, or Beneficiary gives its prior written consent to the deferral. Grantor shall maintain the Trust Estate free of any liens or encumbrances except for "Permitted Encumbrances" as defined in Section 1.10, the lien of taxes and assessments not delinquent, and except as hereinafter otherwise provided. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Beneficiary's interest in the Trust Estate is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or deposit with Beneficiary cash or a sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien plus any costs, attorney fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. The assessor or tax collector of the county in which the Property is located is authorized to deliver to Beneficiary a written statement of the property taxes assessed or owing at any time.

1.7 Reserves

Beneficiary may require Grantor to maintain reserves for payment of taxes (including special assessments and other charges against the Trust Estate by governmental or quasi-governmental bodies) or premiums on property insurance or both. The reserves shall be created by payment each month to Beneficiary of an amount determined by Beneficiary to be sufficient to produce by the date they are due amounts equal to the estimated taxes and insurance premiums to be paid. If at the time that payments are to be made the reserve for either taxes or insurance premiums is insufficient, Grantor shall upon demand pay such additional sum as Beneficiary shall determine to be necessary to cover the required payment. If Grantor desires to carry a package plan of insurance that includes coverage in addition to that required under this Deed of Trust, Beneficiary, if allowed by law, may at its option establish and administer a reserve for that purpose. In such event the premium attributable to the required insurance coverage shall be quoted separately, and Beneficiary may permit Grantor to furnish a certificate



of insurance rather than deposit the policy as required above. If at any time Beneficiary holds an insufficient amount in the insurance reserve to cover the premium for the entire package policy, Beneficiary may, at its discretion, pay only that portion of the premium attributable to the required insurance coverage. If the blanket policy does not permit such partial payment, Beneficiary may use the reserve funds for the premium on a new, separate policy providing the required insurance coverage and allow the package policy to lapse. Beneficiary shall not charge a service charge for collecting reserves and paying taxes and insurance premiums. The reserves shall not constitute a trust. Grantor agrees that Beneficiary may commingle reserve funds with other funds of Beneficiary and need not invest them for the benefit of Grantor. Grantor agrees that Beneficiary need not pay Grantor interest on reserves, unless applicable statutes require payment of interest notwithstanding any contrary agreement.

1.8 Expenditures by Beneficiary

If Grantor shall fail to comply with any provision of the Loan Documents, Beneficiary may, at its option, on Grantor's behalf, and with subsequent notice to Grantor, take the required action and any amount that it reasonably expends in so doing shall be added to the indebtedness secured hereby. Amounts so added shall be payable on demand with interest at the default interest rate specified in the Note ("Default Rate") from the date of expenditure. Failure to repay such expenditure and interest thereon on demand will, at Beneficiary's option, constitute an event of default hereunder. Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure, all costs and expenses incurred in such action, together with a reasonable attorney's fee at trial and on appeal.

1.9 Utilities

Grantor shall pay or cause to be paid when due all utility charges which are incurred by Grantor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

1.10 Warranty: Defense of Title

Grantor warrants that Grantor holds merchantable title to the Property in fee simple, free of all encumbrances other than the encumbrances described on Exhibit B attached hereto (the "Permitted Encumbrances"). Grantor warrants and will forever defend the title against the claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Beneficiary under this Deed of Trust, Grantor shall defend the action at Grantor's expense. If any Permitted Encumbrance is a lien, Grantor shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which with the lapse of time, the giving of notice, or any other action of a creditor, would be a



default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.

1.11 Condemnation

If all or any part of the Trust Estate is condemned, Beneficiary may at its election require that all or any portion of the net proceeds of the award be applied on the indebtedness secured hereby. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorney fees necessarily paid or incurred by Grantor and Beneficiary in connection with the condemnation. If any proceeding in condemnation is filed, Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor hereby assigns to Beneficiary the net proceeds of any condemnation award.

1.12 Imposition of Tax

The following shall constitute taxes to which this paragraph applies:

- (a) A specific tax upon deeds of trust or upon all or any part of the indebtedness secured by a deed of trust.
- (b) A specific tax on the owner of property covered by a deed of trust which the taxpayer is authorized or required to deduct from payments on the deed of trust.
- (c) A tax on premises covered by a deed of trust chargeable against Beneficiary under the deed of trust or the holder of the note secured.
- (d) A specific tax on all or any portion of the indebtedness secured hereby or on payments of principal and interest made by a Grantor under a deed of trust.

If any federal, state, or local tax to which this paragraph applies is enacted subsequent to the date of this Deed of Trust, this shall have the same effect as a default and Beneficiary may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

- (a) Grantor may lawfully pay the tax or charge imposed; and
- (b) Grantor pays the tax or charge within 30 days after notice from Beneficiary that the tax law has been enacted.

1.13 Inspections

That Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Documents.

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1.14 No Waiver

By accepting payment of any obligation secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other obligations secured hereby or to declare default for failure so to pay.

1.15 Accounting

Grantor will keep and maintain or will cause to be kept and maintained in accordance with sound accounting practice accurate and proper books of record and account relating to the Property. Grantor shall permit Beneficiary to examine the books of account and other records of Grantor, to discuss the affairs, finances and accounts of Grantor and to be informed as to the same by Grantor, all at such reasonable times and intervals as Beneficiary may desire. Grantor will, at its own cost and expense, furnish to Beneficiary within ninety (90) days after the end of each fiscal year, Grantor's U.S. income tax return and annual financial statements of Grantor and copies of the balance sheet and operating statements relating to the Property for such year, in reasonable detail and in form and substance satisfactory to Beneficiary. In addition, at the request of Beneficiary, Grantor shall furnish to Beneficiary, within thirty (30) days from the end of each June 30 and December 31 a rent roll, including but not limited to a listing of each tenant, the space occupied, the amount of rent and the expiration of the lease, together with unaudited statements setting forth rental income (itemized as to source), itemized operating expenses, and net income before federal income taxes relating to the Property for the prior six (6) months, certified to as being correct by the Grantor. In the event Grantor fails to furnish any of the tax return or financial statements or rent roll hereinabove required, Beneficiary may cause an audit to be made of Grantor's books and records, at Grantor's sole cost and expense.

1.16 Use of Property

The Property is not used principally for farming or agricultural purposes. The loan evidenced by the Note is not made primarily for personal, family or household purposes.

1.17 Construction Mortgage

This Deed of Trust is a "Construction Mortgage" or "Construction Deed of Trust" to the extent that it secures an obligation incurred for construction of an improvement on the Property.

1.18 Financial Covenants

The Property shall:

- (i) Maintain a debt service coverage ratio of at least 1.15:1 measured as of June 30 and December 31 of each year commencing June 30, 2003. "Debt service coverage ratio" means the ratio determined by dividing a numerator



consisting of gross rents, less operating expenses and distributions to partners, plus depreciation, amortization and interest for the period by a denominator consisting of all principal and interest payments due on all debts of the partnership for the same period.

2. SECURITY AGREEMENT

2.1 Creation of Security Interest

Grantor hereby grants to Beneficiary a security interest in (a) the Personal Property located on or at the Property, including without limitation any and all property of similar type or kind hereafter located on or at the Property, (b) the Cash Collateral, and (c) all other Trust Estate property in which a security interest may be granted under the Uniform Commercial Code of Washington (collectively, the "Secured Property"), for the purpose of securing all obligations of Grantor contained in any of the Secured Loan Documents.

2.2 Warranties, Representations, and Covenants of Grantor

Grantor hereby warrants, represents and covenants as follows:

- (a) Except for the security interest granted hereby, Grantor is, and as to portions of the Secured Property to be acquired after the date hereof will be, the sole owner of the Secured Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Grantor will notify Beneficiary of, and will defend the Secured Property against, all claims and demands of all persons at any time claiming the same or any interest therein.
- (b) Grantor will not lease, sell, convey or in any manner transfer the Secured Property without the prior written consent of Beneficiary.
- (c) The Secured Property is not used or bought for personal, family or household purposes.
- (d) The Secured Property will be kept on or at the Property and Grantor will not remove the Secured Property from the Property without the prior written consent of Beneficiary, except such portions or items of Secured Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Grantor with an article of equal suitability owned by Grantor free and clear of any lien or security interest except such as may be approved in writing by Beneficiary.
- (e) Grantor maintains a place of business in the State of Washington, and Grantor will immediately notify Beneficiary in writing of any change in its place of business.



(f) Grantor consents to Beneficiary filing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Washington in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

(g) All covenants and obligations of Grantor contained herein relating to the Trust Estate shall be deemed to apply to the Secured Property, whether or not expressly referred to herein.

(h) This Deed of Trust constitutes a security agreement as that term is used in the Uniform Commercial Code of Washington.

2.3 Fixture Filing

This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County in which the Property is located with respect to any and all fixtures included within the term "Trust Estate" as used herein and with respect to any goods or other personal property that may now or hereafter become such fixtures.

3. ASSIGNMENT OF LEASES AND RENTS

3.1 Assignment

Grantor hereby assigns to Beneficiary and grants to Beneficiary a security interest in all Leases and Cash Collateral as security for performance of all obligations of Grantor contained in the Secured Loan Documents.

3.2 Representations and Warranties

Grantor represents and warrants as follows:

(a) Grantor has good right, title and interest in and to the Leases and Cash Collateral and good right to assign the same, and that no other person has any right, title or interest therein.

(b) Grantor has duly and punctually performed all and singular the material terms, covenants, conditions and warranties of the Leases on Grantor's part to be kept, observed and performed.

(c) The existing Leases, if any, are valid and, except as disclosed to Beneficiary in writing, unmodified and are in full force and effect.

(d) Grantor has not previously sold, assigned, transferred, mortgaged, pledged or granted a security interest in the Leases and Cash Collateral, whether now due or hereafter to become due.



(e) None of the Cash Collateral due and issuing from the Property or from any part thereof has been collected for any period in excess of one (1) month from the date hereof, and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised.

(f) Grantor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Cash Collateral.

(g) None of the tenants under any existing Leases is in default of any of the material terms thereof.

3.3 Covenants of Performance

Grantor covenants and agrees as follows:

(a) Grantor shall observe, perform, and discharge, duly and punctually, all of the material obligations of the Leases on the part of Grantor to be kept, observed, and performed; and shall give prompt notice to Beneficiary of any failure on the part of Grantor to observe, perform, and discharge same.

(b) Grantor shall notify and direct in writing each and every present or future tenant or occupant of the Property or any part thereof that any security deposit or other deposits heretofore delivered to Grantor have been retained by Grantor or assigned and delivered to Beneficiary as the case may be.

(c) Grantor shall enforce the performance of each and every material obligation, term, covenant, condition, and agreement in the Leases by any tenant to be performed, and shall notify Beneficiary of the occurrence of any material default under the Leases.

(d) Grantor shall appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties, or liabilities of Grantor or any tenant thereunder at the expense of Grantor.

3.4 Prior Approval for Actions Affecting Leases

Grantor, without the prior written consent of Beneficiary, further covenants and agrees as follows:

(a) Grantor shall not receive or collect any Cash Collateral from any present or future tenant of the Property or any part thereof for a period of more than one (1) month in advance (whether in cash or by promissory note) nor pledge, transfer, mortgage, grant a security interest in, or otherwise encumber or assign future payments of Cash Collateral.

(b) Grantor shall not waive, forgive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any tenant under any Leases having a term



in excess of one (1) year of or from any material obligations, covenants, conditions, and agreements by such tenant to be kept, observed, and performed, including the obligation to pay the Cash Collateral thereunder in the manner and at the place and time specified therein.

(c) Grantor shall not cancel, terminate, or consent to any surrender of any of the Leases having a term in excess of one (1) year, nor commence any action of ejectment or any summary proceedings for dispossession of the tenant under any such Leases, nor exercise any right of recapture of the Property provided in any such Leases, nor modify or in any way alter the terms thereof.

(d) Grantor shall not lease any part of the Property for a term in excess of one (1) year, nor renew or extend the term of any Leases of the Property other than month-to-month rental agreements unless an option therefor was originally so reserved by tenants in the Leases.

(e) Grantor shall not relocate any commercial tenant within the Property nor consent to any modification of the express purposes for which the Property has been leased, nor consent to any subletting of the Property or any part thereof, or to any assignment of the Leases by any commercial tenant thereunder or to any assignment or further subletting of any sublease.

3.5 Rejection of Leases

Grantor further covenants and agrees as follows:

(a) In the event a commercial tenant under a Lease becomes the subject of any proceeding under the United States Bankruptcy Code or any other federal, state or local statute which provides for the possible termination or rejection of the Lease, Grantor covenants and agrees that in the event the Lease is so rejected, no damage settlement shall be made without the prior written consent of Beneficiary.

(b) Grantor will request that any check in payment of damages for rejection or termination of any such Lease will be made payable both to the Grantor and Beneficiary.

(c) Grantor hereby assigns any such payment to Beneficiary and further covenants and agrees that upon request of Beneficiary, it will duly endorse to the order of Beneficiary any such check, the proceeds of which will be applied to any portion of the indebtedness secured by this Deed of Trust in such manner as Beneficiary may elect.

3.6 License to Collect Cash Collateral

As long as there shall exist no default by Grantor in the payment of any indebtedness secured hereby or in the observance and performance of any other obligation, term, covenant or condition or warranty herein or in the Note or contained in the Leases, Grantor shall have the right under a license granted hereby (but limited as provided herein) to collect, but not prior to accrual, all of the Cash Collateral arising from or out of said Leases or any renewals, extensions



and replacements thereof, or from or out of the Property or any part thereof. Grantor shall receive such Cash Collateral and hold the Cash Collateral, together with the right and license herein granted, as a trust fund to be applied, and Grantor hereby covenants to so apply them, as required by Beneficiary, firstly to the payment of taxes and assessments upon the Property before penalty or interest is due thereon; secondly to the costs of insurance, maintenance and repairs required by the terms of this Deed of Trust; thirdly to satisfaction of all obligations under the Leases; and fourthly to the payment of interest, principal and any other sums becoming due under the Note and Secured Loan Documents, before using any part of the same for any other purposes. Upon the conveyance by Grantor and its successors and assigns of Grantor's interest in the Property, all right, title, interest and powers granted under the license aforesaid shall automatically pass to and may be exercised by each subsequent owner.

4. DEFAULT AND REMEDIES UPON DEFAULT

4.1 Events of Default

Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest on the Note or any other sum secured hereby when due; or

(b) Grantor or any guarantor of the indebtedness secured hereby shall file a voluntary petition in bankruptcy or such a petition shall be filed against Grantor or any guarantor; or if Grantor or any guarantor shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or Grantor or any guarantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Grantor or any guarantor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Grantor or any guarantor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or any trustee, receiver or liquidator of Grantor or any guarantor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Grantor or any affected guarantor; or

(d) A notice of lien, levy, or assessment is filed or a writ of execution or attachment or any similar process is issued or levied with respect to all or a part of the Trust Estate or any



judgment involving monetary damages shall be entered against Grantor and become a lien on the Trust Estate or any portion thereof or interest therein; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation, or warranty contained in any of the Loan Documents or any part thereof, not referred to in this Section 4.1; or

(f) Any guaranty of the loan secured hereby is in default or ceases to be in full force or effect or any guarantor asserts that any guaranty is not in full force and effect; or

(g) The actual or attempted conveyance, assignment, transfer, mortgage, pledge, encumbrance, or other disposition of the Project, the Property, or Grantor's rights under this Deed of Trust in violation of the terms of this Deed of Trust or the Loan Documents without the written consent of Beneficiary; or

(h) If the Loan Documents evidence or secure a construction loan, any of the following events shall also be deemed an event of default hereunder (capitalized terms not otherwise defined herein shall have the meanings given to them in the Loan Documents):

(i) The dissolution, liquidation, bankruptcy, reorganization or insolvency, voluntary or involuntary, of the Contractor or Architect and the failure of Grantor to find and contract with a replacement reasonably satisfactory to Beneficiary within 30 days thereafter.

(ii) Title to the Property is not satisfactory to Beneficiary by reason of any defect (even though the same may have existed at the time of any prior advance of the loan proceeds), except those matters affecting title which have at any time been consented to in writing by Beneficiary, or the Title Insurer fails or refuses to insure any disbursement to be secured by this Deed of Trust as a valid lien on the Property subject only to those matters affecting title which have at any time been consented to in writing by Beneficiary.

(iii) Grantor does not construct the Project substantially in accordance with all material aspects of the Plans and Drawings and all applicable laws, rules, regulations and requirements now existing or hereafter enacted, adopted or promulgated of all governmental authorities having jurisdiction over the Property, or Grantor fails to file with the appropriate departments of any governmental authority having jurisdiction over the Property amended or supplemental Plans and Drawings if required by law, or Grantor fails to furnish to Beneficiary written certificates issued by such departments approving the Plans and Drawings.

(iv) The substantial delay, discontinuation, or prohibition of construction of the Project.



(v) Grantor fails to comply with any requirement of any government authority having jurisdiction over the Property within the time required by such authority after notice in writing of such requirement shall have been given to Grantor.

(i) If Grantor shall be in default, violation or non-compliance with a Permitted Encumbrance.

(j) If Albertson's terminates or fails to renew its lease at the Property or vacates the whole or any part of the premises it leases at the Property.

(k) If Rite Aid terminates or fails to renew its lease at the Property or vacates the whole or any part of the premises it leases at the Property.

4.2 Rights and Remedies on Default

Upon the occurrence of any event of default and at any time thereafter, Beneficiary may exercise any one or more of the following rights and remedies:

(a) Withhold further disbursement of proceeds of the loan that is evidenced by the Note.

(b) The right at its option by notice to Grantor to declare the entire indebtedness secured hereby immediately due and payable.

(c) With respect to all or any part of the Property, the right to foreclose by judicial foreclosure in accordance with applicable law.

(d) The right to have the Trustee sell the Trust Estate in accordance with the Deed of Trust Act of the State of Washington and the Uniform Commercial Code of the State of Washington, where applicable, at public auction to the highest bidder. The power of sale conferred by this Deed of Trust and the law is not an exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage.

(e) With respect to all or any part of the Trust Estate that constitutes personalty, the rights and remedies of a secured party under the Washington Uniform Commercial Code.

(f) The right, without notice to Grantor, to terminate the license granted to Grantor to collect the Cash Collateral without taking possession, and to demand, collect, receive, sue for, attach and levy against the Cash Collateral in Beneficiary's name; to give proper receipts, releases and acquittances therefor; and after deducting all necessary and proper costs and expenses of operation and collection as determined by Beneficiary, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Grantor deposited with Beneficiary, upon any indebtedness secured hereby and in such order as Beneficiary may determine. In furtherance of this right, Beneficiary may require any tenant or other user to make



payments of rent or use fees directly to Beneficiary, and payments by such tenant or user to Beneficiary in response to its demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed.

(g) The right to have a receiver appointed to take possession of any or all of the Trust Estate, with the power to protect and preserve the Trust Estate and to operate the Trust Estate preceding foreclosure or sale and apply the proceeds, over and above cost of the receivership, against the indebtedness secured hereby. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not apparent value of the Trust Estate exceeds the indebtedness by a substantial amount. Grantor hereby irrevocably consents to the appointment of a receiver on the terms set forth herein. Employment by Beneficiary shall not disqualify a person from serving as receiver. Upon taking possession of all or any part of the Trust Estate, the receiver may:

- (1) Use, operate, manage, control, and conduct business on the Trust Estate;
- (2) Make expenditure for all maintenance, renewals, replacements, alterations, additions, and improvements to the Trust Estate as in its judgment are proper;
- (3) Insure and reinsure the Trust Estate and all risks incidental to its possession, operation, and management of the Trust Estate;
- (4) Collect the Cash Collateral and any other revenues and income from the Trust Estate and apply such sums to the expenses of use, operation, and management in such priority as the receiver deems appropriate. Grantor shall promptly turn over to the receiver all documents, books, records, papers, and accounts, together with the amount of any deposits, rentals, and use fees from any tenant or other user. The receiver may appear in any proceeding or bring suit on Grantor's behalf, as necessary to enforce obligations of any tenant or other user, including actions for the recovery of rent and actions in forcible detainer;
- (5) Cancel or terminate any Lease or agreement for any cause for which Grantor would be entitled to cancel the same;
- (6) Extend or modify any Lease and make any new Lease on any portion of the Trust Estate. Any such instruments shall be binding upon Grantor and all persons whose interests in the Trust Estate are subordinate to this Deed of Trust, and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge, or indebtedness, satisfaction of the foreclosure decree or issuance of any certificate of sale or deed to any purchaser; or



(7) Complete any construction in progress on the Property, and in that connection, pay bills, borrow funds, employ contractors, and make any changes in plans or drawings as the receiver deems appropriate.

(8) If the revenues and income are insufficient to pay expenses, the receiver may borrow from Beneficiary such sums as the receiver deems necessary for the purposes stated in this paragraph. The amounts borrowed shall bear interest from the date of expenditure until repaid at the Default Rate. Such sums shall become a part of the balance secured by this Deed of Trust and shall be payable by Grantor on demand.

(h) Subject to any limitations imposed by law, the right to obtain a deficiency judgment in the event the net sale proceeds of any foreclosure sale are insufficient to pay the entire unpaid indebtedness secured hereby.

(i) Any other right or remedy provided in this Deed of Trust, the Note, any other Loan Documents, or under law.

(j) If the Loan Documents evidence or secure a construction loan, then Beneficiary shall have the right to take over and complete the work of construction, and, for that purpose, to make disbursements from the undisbursed loan funds. Any contracts entered into or indebtedness incurred on the exercise of such right may be in the name of Grantor, and Beneficiary is hereby irrevocably appointed attorney-in-fact (the appointment being coupled with an interest) to enter into the contract, incur such obligations, enforce contracts or agreements theretofore made by or on behalf of Grantor, and to do any and all things necessary or proper to complete the work of construction, including the signing of Grantor's name to such contracts and documents as may be deemed necessary by counsel for Beneficiary. In no event shall Beneficiary be required to use its own funds to complete the improvements if undisbursed loan funds are insufficient, but Beneficiary may, at its option, advance such funds. Any funds so advanced shall be payable to Beneficiary by Grantor on demand together with interest at the Default Rate until paid and shall be secured by the Deed of Trust.

4.3 Foreclosure by Power of Sale

Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be given such Notice of Default as then required by law. Trustee shall, without demand on Grantor, after lapse of such time as may then be required by law and after Notice of Sale and Notice of Foreclosure having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale and Notice of Foreclosure, either as a whole, or in

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separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest, all other sums then secured hereby and the remainder, if any, shall be paid into court in the manner provided by law.

4.4 Sale of Personal Property

Beneficiary shall give Grantor reasonable notice of the time and place of any public sale of any Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten days before the time of the sale or disposition.

4.5 Due on Sale or Increase in Interest Rate on Sale

Grantor agrees and acknowledges that the indebtedness evidenced by the Note is personal to Grantor, and that Grantor's personal responsibility and/or control of the Property is a material inducement to Beneficiary to agree to enter into this transaction. Any conveyance of the whole or any part of the Property, whether by deed, contract, further encumbrance (by way of any lien, mortgage, deed of trust or otherwise), lease of the same (other than a lease of any portion of the space in the improvements on the Property in the ordinary course of business without an option to purchase) or otherwise, without Beneficiary's prior written consent or any transfer of capital stock or general partnership or limited liability company interests in Grantor without Beneficiary's prior written consent, shall be deemed to increase the risk of Beneficiary, and Beneficiary or other holder may declare the entire unpaid balance immediately due and payable, or, at its sole option, it may consent to such conveyance or transfer in writing and may increase the interest rate on the Note, change the maturity date of the Note, modify the loan terms, or impose whatever other conditions it shall deem necessary to compensate it for such increased risk. Any increase in interest shall entitle the holder to increase monthly payments on the loan evidenced by the Note so as to retire the obligation within the original stipulated time. In the event Grantor shall request the consent of Beneficiary in accordance with the provisions of this Section 4.5, Grantor shall deliver a written request to Beneficiary, together with such information as Beneficiary may reasonably request regarding such conveyance or transfer and shall allow Beneficiary 30 days to evaluate such request. In the event Beneficiary approves such conveyance or transfer, Grantor shall pay Beneficiary a processing fee in an amount to be determined by Beneficiary but in no event less than Five Hundred Dollars to compensate



Beneficiary for its costs in processing such request. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to any further or successive transaction. The execution and delivery by the Grantor of any joint venture agreement, partnership agreement, declaration of trust, option agreement, or other instrument whereunder any person, corporation or other entity may become entitled, directly or indirectly, to the possession or enjoyment of the Property, or the income or other benefits derived or to be derived therefrom, shall in each case be deemed to be a conveyance or transfer for the purposes of this section, and shall require the prior written consent of Beneficiary.

In the event ownership of the Property or any portion thereof becomes vested in a person other than Grantor herein named, Beneficiary may, without notice to Grantor herein named, whether or not Beneficiary has given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Deed of Trust and the obligations secured hereby, in the same manner as with Grantor herein named, without in any way vitiating or discharging Grantor's liability hereunder or the obligations hereby secured.

4.6 Attorney Fees

In the event suit, action, or proceeding is instituted to enforce any of the terms of this Deed of Trust the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney fees at trial, on any appeal, and in any bankruptcy proceeding. All reasonable expenses incurred by Beneficiary that are necessary at any time in Beneficiary's opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyors' reports, demanding payment, attorneys' opinions, or title insurance, whether or not any court action is involved, shall become a part of the indebtedness secured hereby, payable on demand, and shall bear interest at the Default Rate from the date of expenditure until paid.

5. MISCELLANEOUS

5.1 Governing Law

This Deed of Trust shall be governed by the laws of the State of Washington. In the event that any provision or clause of any of the Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of the Loan Documents are declared to be severable.

5.2 Modification

This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.



5.3 Inspections and Appraisals

Beneficiary or its agents may enter upon the Property at any reasonable times to inspect or appraise it, or to perform any of the acts it is authorized to perform under any of the Loan Documents, whether or not any default exists hereunder. If Grantor refuses to permit such inspection or appraisal, Beneficiary may specifically enforce performance of this provision. Grantor agrees to pay the cost of all appraisals and appraisal reviews required by Beneficiary in its sole discretion (a) to comply with (i) any applicable statute or regulation, or (ii) the request or directive (whether or not having the force of law) of any regulatory authority with jurisdiction over Beneficiary, (b) to comply with Beneficiary's policies concerning appraisals, (c) at any time after the occurrence of an event of default, (d) in connection with a suit for a deficiency judgment. All such appraisal and appraisal review costs shall become a part of the indebtedness secured hereby and shall be payable on demand, together with interest thereon at the Default Rate, or (e) in order to verify the Loan To Value Percentage as described in paragraph 3(b) of the Note.

5.4 Reconveyance by Trustee

Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of the Note to Trustee for cancellation and retention and upon payment by Grantor of Trustee's fees, Trustee shall reconvey to Grantor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5.5 Notices

Whenever Beneficiary, Grantor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be deemed given when (i) personally delivered, (ii) three (3) days after deposit in the United States mail by registered or certified mail, postage prepaid and return receipt requested or (iii) one (1) day after deposit with a nationally recognized overnight delivery service such as Federal Express or Airborne. Any communication which is mailed or deposited with an overnight delivery service as provided above shall be addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

5.6 Captions

The captions or headings at the beginning of each section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

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5.7 Invalidity of Certain Provisions

If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially unsecured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust. Further, the invalidity or unenforceability of any portion or provision of this Deed of Trust shall in no way affect the validity or enforceability of the remainder hereof.

5.8 Subrogation

To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Grantor's request and Beneficiary shall be subrogated to any and all rights and liens owed by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether such liens, charges or encumbrances are released.

5.9 No Merger

If both the lessor's and lessee's estates under any lease or portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Grantor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such



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purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

Grantor:

SKAGIT MALL 90 ASSOCIATES, a Washington general partnership

By W & C Corporation, a Washington corporation, its partner

By *R. Kirk Wilson*
Name: *R. KIRK WILSON*
Title: *President*

By JJ & R Investments, Inc., a Washington corporation, its partner

By *Jerome N. Alward*
Name: *Jerome N. Alward*
Title: *SECT.*

W & C Corporation, a Washington corporation

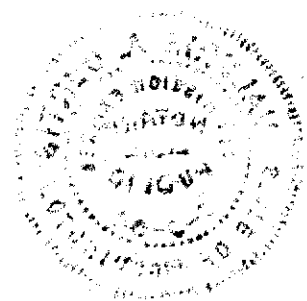
By *R. Kirk Wilson*
Name: *R. KIRK WILSON*
Title: *President*



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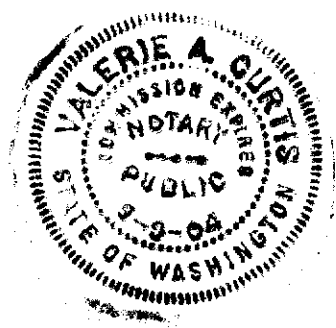
UNOFFICIAL DOCUMENT



STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

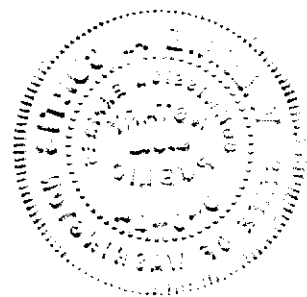
I certify that I know or have satisfactory evidence that R. Kirk Wilson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the President of W & C Corporation, a Washington corporation, the partner of Skagit Mall 90 Associates, a Washington general partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 25, 2003.



Valerie A. Curtis
Valerie A. Curtis
Notary Public of Washington
Residing at Mt Vernon
My appointment expires: 9-9-04

UNOFFICIAL DOCUMENT

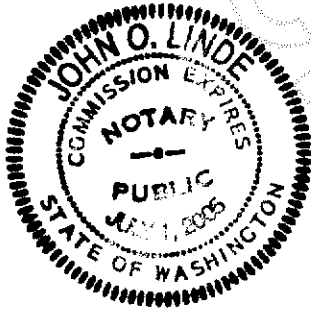


STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

JEROME N. ALHADEFF

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the SECRETARY of JJ & R Investments, Inc., a Washington corporation, the partner of Skagit Mall 90 Associates, a Washington general partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/27, 2003.

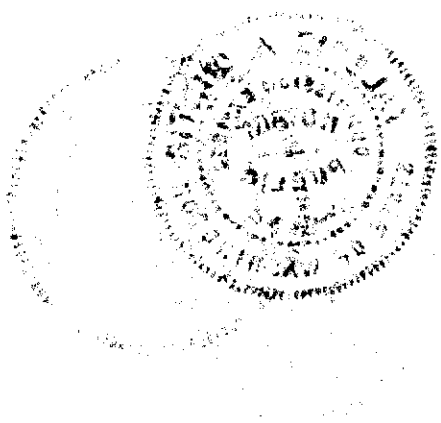


John O. Linds
(Signature of Notary)

JOHN O. LINDS
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at: FRIDAY HARBOR
My appointment expires: 7/1/05

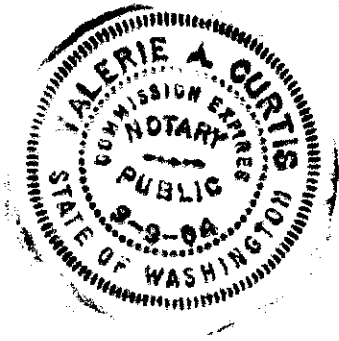
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STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that R. Kirk Wilson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the president of W & C Corporation, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

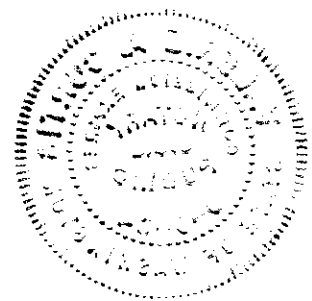
Dated: July 25, 2003.



Valerie A. Curtis
(Signature of Notary)
Valerie A. Curtis
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at: Mt Vernon
My appointment expires: 9-9-04



UNOFFICIAL DOCUMENT



**EXHIBIT A
to Deed of Trust**

LEGAL DESCRIPTION

LOTS 1-7, AND LOT "B", INCLUSIVE, BINDING SITE PLAN NO. MV-1-93 ENTITLED SKAGIT VALLEY SQUARE, APPROVED SEPTEMBER 29, 1993, RECORDED SEPTEMBER 30, 1993 IN BOOK 10 OF SHORT PLATS, PAGES 240-246, INCLUSIVE, UNDER AUDITOR'S FILE NO. 9309300143 AND BEING A PORTION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.



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PERMITTED ENCUMBRANCES

2. GENERAL TAXES:

Year: 2003
Amount Billed: \$1,648.18
Amount Paid: \$ 824.09
Amount Due: \$ 824.09
Tax Account No: 8006-000-001-0000 P16287

GENERAL TAXES:

Year: 2003
Amount Billed: \$13,090.86
Amount Paid: \$ 7,543.43
Amount Due: \$ 7,543.43
Tax Account No: 8006-000-002-0001 P104612

GENERAL TAXES:

Year: 2003
Amount Billed: \$3,160.92
Amount Paid: \$1,580.46
Amount Due: \$1,580.46
Tax Account No: 8006-000-002-0100 P104610

GENERAL TAXES:

Year: 2003
Amount Billed: \$5,554.82
Amount Paid: \$2,777.41
Amount Due: \$2,777.41
Tax Account No: 8009-000-003-0002 P104613

GENERAL TAXES:

Year: 2003
Amount Billed: \$25,503.50
Amount Paid: \$12,751.75
Amount Due: \$12,751.75
Tax Account No: 8006-000-004-0100 P104935

GENERAL TAXES:

Year: 2003
Amount Billed: \$38,553.53
Amount Paid: \$19,276.77
Amount Due: \$19,276.76
Tax Account No: 8006-000-004-0003 P104614

GENERAL TAXES:

Year: 2003
Amount Billed: \$47,541.70
Amount Paid: \$23,770.85
Amount Due: \$23,770.85
Tax Account No: 8006-000-005-0004 P26284

GENERAL TAXES:

Year: 2003
Amount Billed: \$16,356.42
Amount Paid: \$ 8,278.21
Amount Due: \$ 8,278.21
Tax Account No: 8006-000-006-0005 P26285

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**EXHIBIT B
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PERMITTED ENCUMBRANCES

GENERAL TAXES:

Year: 2003
Amount Billed: \$3,150.27
Amount Paid: \$1,575.14
Amount Due: \$1,575.13
Tax Account No: 8006-000-007-0006 P26296

3. Municipal assessments, if any, levied by the City of Mount Vernon.

This Company suggests that inquiry be made to the City of Mount Vernon for current assessment status.

4. PERSONAL PROPERTY TAXES:

Year: 2003
Amount Billed: \$40,320.43
Amount Paid: \$20,160.22
Amount Due: \$20,160.21
Tax Account No: 8006-000-002-0201 L104625

Said taxes will not become delinquent if 1st half is paid on or before April 30th. Last 1/2 taxes are due on or before October 31st.

5. LEASE, AND THE TERMS AND CONDITIONS THEREOF:

Lessor: Skagit Mall 90 Associates
Lessee: Denny's Inc.
Term: The term of this Lease shall commence on the earlier of: 1) the date said restaurant is open for business, 2) the date an Architect engages by Lessee executed this certificate of completion of said improvements and their readiness for occupancy, or 3) forty-five (45) days following the final inspection and approval of improvements by any applicable governmental agency, whichever first occurs, and shall end on the Twentieth (20th) anniversary of said date.
Recorded: July 22, 1991
Auditor's No: 9107220007
Affects: An undisclosed portion of the subject property

6. MEMORANDUM OF LEASE AND THE TERMS AND CONDITIONS THEREOF:

Lessor: Skagit Mall 90 Associates, a Washington General Partnership
Lessee: Albertson's, Inc., a Delaware Corporation
Recorded: October 2, 1992
Auditor's No: 9210020069
Term: 20 consecutive years

Said documents was modified by that instrument recorded February 16, 1994, under Skagit County Auditor's File No. 9402160108.



**EXHIBIT B
to Deed of Trust**

PERMITTED ENCUMBRANCES

7. MEMORANDUM OF LEASE AND THE TERMS AND CONDITIONS THEREOF:

Lessor: Skagit Mall 90 Associates
Lessee: Pay Less Drug Stores Northwest, Inc., a Maryland Corporation
Recorded: February 22, 1993
Auditor's No: 9302220103
Term: 20 years

Schedule "B-1" Exceptions

A. Restrictions imposed by instrument dated January 20, 1955, recorded February 2, 1955, under Auditor's File No. 512633, as follows:

"That neither the grantees nor their heirs and assigns will ever erect any building, fence or other structure above the surface of the land herein and hereby conveyed within 4 feet of the East line thereof, such restrictions not to include any surfacing of the ground with gravel, cement, asphalt, etc."

(Affects East 4 feet of the North 218.14 feet of Tract "A", Short Plat No. MV-11-79.)

B. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

In Favor Of: State of Washington
Recorded: November 22, 1947
Auditor's No: 411479
For: Road purposes
Affects: 7 foot strip along West line of Riverside Drive

C. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

In Favor of: Puget Sound Power & Light Co., a Corporation
Recorded: April 2, 1939
Auditor's No: 578510 in Volume 301 of Deeds, Page 114
For: Transmission Line
Affects: Undisclosed location

D. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: City of Mount Vernon
Recorded: June 30, 1959
Auditor's No: 582577, in Volume 303 of Deeds, Page 207
Purpose: Sewer lines
Area Affected: 18-foot strip and 20-foot strip through portion of Tract "A", Short Plat No. MV-11-79

E. Relinquishment of right of access to State Highway and of light, view and air, under terms of deed to the State of Washington, recorded September 16, 1954, under Auditor's File No. 506543, October 19, 1954, under Auditor's File No. 508077, and September 16, 1954, under Auditor's File No. 506540, (Affects portion bordering Interstate Highway No. 5).

F. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Dated: March 17, 1972
Recorded: March 17, 1972
Auditor's No: 765340
Purpose: Undisclosed
Area Affected: North 200 feet of that portion of Tract "A", Short Plat No. MV-11-79

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EXHIBIT B
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PERMITTED ENCUMBRANCES

G. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantor: State of Washington
Dated: September 24, 1947
Recorded: November 22, 1947
Auditor's No: 411473
Purpose: Highway
Area Affected: 9 foot or 7 foot strip along the East line of Tract C,
Short Plat MV-11-79

H. Reservation of the right to lay, maintain, operate, repair and remove at any time a sewer pipeline pre-installed and the right for future installation, such other or additional utilities as are deemed necessary by the City of Mount Vernon, contained in Ordinance No. 1636, vacating a portion of a road right-of-way dated March 8, 1972, recorded March 24, 1972, under Auditor's File No. 765859.

I. Construction, Operation and Reciprocal Easement Agreement between Northmount Associates, a general partnership consisting of Mall Centers, Inc., a corporation, and Del Guzzi Construction, Inc., a corporation, and Sears, Roebuck and Company, a corporation, dated July 31, 1972, recorded November 6, 1972 under Auditor's File No. 776418, reference to the record hereby being made for full particulars.

An addendum to said agreement has been recorded September 10, 1973 under Auditor's File No. 790591.

J. Relocated sewer easement 20 feet in width, as disclosed by instrument dated July 14, 1972 and recorded July 17, 1972 under Auditor's File No. 771147, and described as follows:

A strip of land 20 feet in width, lying 10 feet on each side of the following described centerline: Beginning at a point on the West line of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4, which point bears South 0 degrees 25' 05" West, a distance of 115.30 feet from the Northwest corner of said subdivision; thence East a distance of 5.00 feet to the true point of beginning of this easement centerline description; thence North 39 degrees 51' 00" East a distance of 239.50 feet; thence North 88 degrees 43' 48" East, parallel with and 10 feet North of the North line of said subdivision, a distance of 94.09 feet to a point which is 341 feet West and 10 feet North of the Northeast corner of said subdivision.

K. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between: ABC-Pacific Corporation
And: Pay 'N Save Corporation
Dated: July 24, 1972
Recorded: December 7, 1972
Auditor's No: 777911
Regarding: Easements and restrictions

L. RIGHT-OF-WAY CONTRACT:

Grantor: ABC-Pacific Corporation, a Washington corporation
Grantee: Cascade Natural Gas Corporation
Dated: March 9, 1973
Recorded: April 3, 1973
Auditor's No: 782911
Affects: Portion of Tract "A", Short Plat No. MV-11-79
and easement portion



**EXHIBIT B
to Deed of Trust**

PERMITTED ENCUMBRANCES

M. EASEMENT AND PROVISIONS CONTAINED THEREIN:

Grantee: Puget Sound Power & Light Company
Dated: August 23, 1973
Recorded: September 27, 1973
Auditor's No: 791457
Purpose: Right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines
Affects: Portion of Tract A, Short Plat No. MV-11-79

N. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Union Oil Company of California
Recorded: June 21, 1976
Auditor's No: E37329
Purpose: The purpose of installing, constructing, operating, maintaining, removing, repairing, replacing and using a storm drain line together with the right of ingress to and egress from said described property for the foregoing purposes
Area Affected: 10-foot by 40-foot strip in portion of Tract A, Short Plat MV-11-79

O. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Foodmaker, Inc.
Recorded: July 23, 1976
Auditor's No: E39682
Purpose: Drainage purposes
Area Affected: 8-foot strip in portion of Tract A, Short Plat No. MV-11-79

P. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Union Oil Company of California, a Corporation
Recorded: October 20, 1972
Auditor's No: 775661
Purpose: Ingress and egress only with parking prohibited thereon
Area Affected: The West 20 feet of the East 246.30 feet of the North 230 feet of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4, EXCEPT the North 40 feet thereof

Q. Terms, covenants and conditions as contained in Deed from ABC-Pacific Corporation to Pacific Coast Development Co., Inc., recorded May 1, 1973, under Auditor's File No. 784369.

R. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SHORT PLAT:

Short Plat No.: MV-11-79
Recorded: October 5, 1979
Auditor's No: 7910050023
(Copy attached)



**EXHIBIT B
to Deed of Trust**

PERMITTED ENCUMBRANCES

Said matters include but are not limited to the following:

1. Sewage Disposal by Mount Vernon City Sewer.
2. Water by Skagit County Public Utility District No. 1
3. An easement is hereby reserved for and granted to the Puget Sound Power and Light Company, the Continental Telephone Company of the Northwest, the Cascade Natural Gas Corporation, the Public Utility District No. 1 of Skagit County, and Nationwide Cablevision, Inc., and their respective successors and assigns, under and upon the exterior seven (7) feet of the front boundary lines of Parcels "A", "B-1", "B-2", and "C" abutting both College Way and Riverside Drive and as shown hereon, in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances attached thereto, for the purpose of providing utility services to the Short Plat and other property, together with the right to enter upon the tracts at all times for the purposes stated, with the understanding that only grantee shall be responsible for all necessary damage it causes to any real property owner in the Short Plat by the exercise and privileges herein granted.
4. The Charge in Lieu of Assessment for each lot in this subdivision shall be \$0.00. (This charge includes a credit of \$0.00 for installed sewer lines). A Standard Participation Contract must be executed and the said amount paid prior to the issuance of a sewer permit.
5. Relinquishment of right of access to state highway and of light, view and air, under terms of deed to the State of Washington, recorded September 16, 1964, under Auditor's File No. 506543.
6. Condemnation of access to State Highway No. 1-5 and of light, view and air.

Decree To:	State of Washington
Entered:	October 11, 1974
Skagit County Superior Court Cause No.	SC 34107

U. EASEMENT AND PROVISIONS CONTAINED THEREIN:

Grantee:	Puget Sound Power & Light Company, a Washington Corporation
Recorded:	August 15, 1991
Auditor's No:	9108150130
Purpose:	Right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines

Affects:

A right-of-way 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

Commencing at the point of beginning of that certain easement recorded under Auditor's File No. 791457, Volume 129, Page 351, records of Skagit County, Washington; thence South 12 degrees 22' 00" West, 425.98 feet along an existing underground power line on the above mentioned easement to the true point of beginning; thence following the approximate bearings and distances: South 56 degrees 28' 51" West, 79.22 feet; South 11 degrees 28' 51" West, 220.41 feet; South 11 degrees 01' 09" East, 130.35 feet to its terminus which is an existing transformer on the above described easement.



**EXHIBIT B
to Deed of Trust**

PERMITTED ENCUMBRANCES

V. EASEMENT AND PROVISIONS CONTAINED THEREIN:

Grantee: Puget Sound Power & Light Company, a Washington Corporation
Dated: August 24, 1992
Recorded: September 3, 1992
Auditor's No: 9209030104
Purpose: Right to enter said premises to operate, maintain and repair underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines

Affects:

A right-of-way 20 feet in width having 10 feet of such width on each side of a centerline described as follows:

Beginning at a point on the North line of the above described property (said North line being the South margin of College Way, SR-538), that is 55 feet East of the Northwest corner thereof; thence Southerly, 60 feet to its terminus.

W. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Co.
Dated: March 21, 1946
Recorded: March 27, 1946
Auditor's No: 390035
Purpose: Volume 208 of Deeds, Page 86
Area Affected: Electric transmission and distribution line Lot B

X. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: State of Washington
Dated: August 26, 1947
Recorded: October 25, 1947
Auditor's No: 410370
Purpose: Highway purposes
Area Affected: Strip of land 7 feet in width, Lot B

Y. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: City of Mount Vernon
Dated: March 20, 1959
Recorded: June 10, 1959
Auditor's No: 582576
Purpose: Sewer line
Area Affected: Lot B



EXHIBIT B
to Deed of Trust

PERMITTED ENCUMBRANCES

Z. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Bud Buckner et al
Dated: December 15, 1969
Recorded: December 18, 1969
Auditor's No: 734188
Area Affected: Lot B

AA. Easement for repair, maintenance, replacement or improvement of the North wall of existing building on adjoining property to the South, over a portion of the South 5 feet of the property herein described as granted to Barnett Investment Company, Inc. in deed dated February 1, 1966 and recorded under Auditor's File No. 679044.

BB. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a Washington Corporation
Dated: February 2, 1993
Recorded: February 3, 1993
Auditor's No: 9303050142
Purpose: "... utility systems for purposes of transmission, distribution and sale of gas and electricity. ..."
Area Affected: A right-of-way 20 feet in width having 10 feet of such width on each side of a centerline described as follows:

Being located as constructed or to be constructed on Parcel "C", more particularly described as follows:

Beginning at a point on the most Northern line of the above described property that is approximately 10 feet West of the most Northern Northeast corner thereof; thence following these approximate bearings and distances: Southerly, 170 feet; Westerly, 166 feet to a point on the most Western line of the above described property and the terminus.

CC. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING BINDING SITE PLAN:

Binding Site Plan: MV-1-93 - Skagit Valley Square
Recorded: September 30, 1993
Auditor's No: 9309300143
(Copy Attached)

Said matters include but are not limited to the following:

1. An easement shall be reserved for and granted to all utilities serving subject plat and their respective successors and assigns, under and upon the exterior seven feet of front and five feet of side boundary lines and under and upon the exterior ten feet of rear boundary lines of all lots and tracts, in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances attached thereto for the purpose of providing utility services to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any Grantee shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by exercise of rights and privileges herein granted.
2. No further subdivision of any lot without resubmitting for formal plat procedure
3. All development shall be in conformance with the Binding Site Plan.
4. Various access easements as delineated.



**EXHIBIT B
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PERMITTED ENCUMBRANCES

DD. AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between: Hollander Investments (a duly licensed Washington sole proprietorship), its successors and assigns, Skagit Mall 90 Associates, (a duly licensed Washington general partnership), its successors and assigns

And: Pacific Northwest Properties (a duly licensed Washington general partnership), its successors and assigns.

Dated: July 18, 1993

Recorded: September 15, 1993

Auditor's No: 9509150047

Regarding: Development Agreement for the Signalization and Extension of Roosevelt Avenue

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