

RETURN TO:
First American Title Insurance Co.
National Commercial Services
1900 Midwest Plaza West
801 Nicollet Mall
Minneapolis, MN 55402
NCS-232473-NPLS



200607100172
Skagit County Auditor

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**AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
FIXTURE FINANCING STATEMENT AND
ASSIGNMENT OF LEASES AND RENTS**

Grantor: Jerry L. Smith
Trustee: First American Title Insurance Company
Grantee/Beneficiary: Wells Fargo Bank, National Association
Abbreviated Legal Description: Parcel 1: Section 3, Township 34, Range 2; Ptn. NW ¼ and SW ¼ aka Lot 1 of Short Plat #95-020
Parcel 2: Lot 16 "Burlington Hill Business Park (Binding Site Plan)"
Tax Parcel Numbers: Parcel 1: 340203-2-004-0100 P19719
Parcel 2: 8002-000-016-0005 P105951

FIRST AMERICAN TITLE CO.
73840-2
ACCOMMODATION RECORDING ONLY

Deb #:
200305190202

**AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT
FIXTURE FINANCING STATEMENT AND
ASSIGNMENT OF LEASES AND RENTS**

THIS AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS, is made and entered into as of the 11th day of June, 2006, by and between JERRY L. SMITH (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "Beneficiary").

WITNESSETH:

WHEREAS, pursuant to the terms of a Term Loan Agreement dated May 19, 2003 (the "Original Loan Agreement") the Beneficiary made a real estate loan to the Grantor and Molly A. Smith ("M. Smith") (collectively, the "Original Borrowers") in the original principal amount of \$4,700,000 (the "Original Loan"); and

WHEREAS, the Original Loan was evidenced by that certain Real Estate Note dated May 19, 2003, in the original principal amount of \$4,700,000 executed by the Original Borrower in favor of the Beneficiary (the "Original Note"); and

WHEREAS, the Original Note was secured by, among other things, that certain Deed of Trust, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated May 19, 2003, executed by the Original Borrower in favor of the Beneficiary, encumbering the Property (the "Original Deed of Trust"); and

WHEREAS, the Original Deed of Trust was filed of record in the office of Skagit County Auditor on May 19, 2003, as Document No. 200305190202; and

WHEREAS, M. Smith has conveyed her interest in the Property to the Grantor; and

WHEREAS, pursuant to the terms of that certain Assumption Agreement of even date herewith, the Grantor assumed all of the obligations of the M. Smith under and pursuant to the Original Note, the Original Deed of Trust and the Original Loan Agreement (the "Loan Documents") and M. Smith was released of her obligations under the Loan Documents; and

WHEREAS, the Assumption Agreement was filed of record in the office of Skagit County Auditor on 7/10/06 as Document No 200607100171 and

WHEREAS, there is currently outstanding under the Original Note the principal amount of \$4,180,943, together with accrued interest thereon; and

WHEREAS, pursuant to that certain Amendment Agreement of even date herewith by and between the Beneficiary and the Grantor, the Beneficiary agreed to increase the amount of the Original Loan from \$4,700,000 to \$5,943,750; and



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WHEREAS, to reflect the foregoing, the Grantor executed and delivered to the Beneficiary that certain Amended and Restated Real Estate Note of even date herewith in the original principal amount of \$5,943,750 (the "Amended and Restated Note"), which amends and restates amounts outstanding under the Original Note and increases the amount of Original Note from \$4,700,000 to \$5,943,750; and

WHEREAS, the Grantor and the Beneficiary desire to enter into this Amendment to reflect the foregoing.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amounts secured by the Deed of Trust shall now be evidenced by the Original Note, as amended and restated pursuant to the terms of the Amended and Restated Note. Any and all references in the Deed of Trust to the "Note" shall mean and refer to the Original Note, as amended and restated pursuant to the terms of the Amended and Restated Note. The full amount of principal plus accrued interest under the Amended and Restated Note shall be due and payable on July 1, 2011.

2. Except as expressly amended herein, the Deed of Trust shall be and remain in full force and effect in accordance with its original terms.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Amendment as of the day and year first above written.

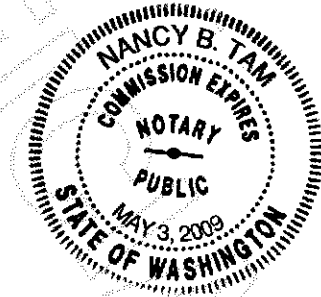


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J L S R
Jerry L. Smith

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 16th day of June, 2006, by Jerry L. Smith, an individual.



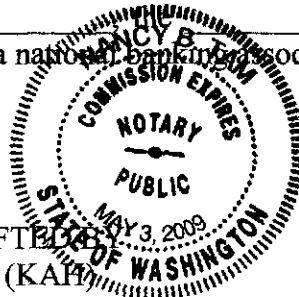
[Signature]
Notary Public

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: [Signature]
Its: [Signature]

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 16th day of June, 2006, by Robert Lumpson of Wells Fargo Bank, National Association a national banking association, for and on behalf of said association.



[Signature]
Notary Public

THIS INSTRUMENT DRAFTED BY
Winthrop & Weinstine, P.A. (KAP)
Suite 3500
225 South Sixth Street
Minneapolis, Minnesota 55402

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[SIGNATURE PAGE TO AMENDMENT TO DEED OF TRUST]



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EXHIBIT A

(Legal Description)

PARCEL 1 Lot 1 of Short Plat No. 95-020, as approved May 6, 1996 and recorded May 13, 1996 in Volume 12 of Short Plat, pages 96 and 97, under Auditor's File No. 9605130078, records of Skagit County, Washington.

PARCEL 2 Tract 16, of Burlington Hill Business Park Binding Site Plan, approved September 7, 1994, recorded September 8, 1994, in Volume 11 of Short Plats, Pages 109 through 112, under Auditor's File No. 9409080052, records of Skagit County, Washington, being a portion of the Southwest ¼ of Section 29, Township 35 North, Range 4 East, W.M.



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