

After recording, return to:

RBC CENTURA BANK
11011 Richmond Ave., Suite 850
Houston, TX 77042



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Skagit County Auditor

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COVER PAGE

FIRST AMERICAN TITLE CO.

91124E

Title of Document: SHORT FORM DEED OF TRUST

Grantor: LANDMARK BUILDING AND DEVELOPMENT, INC., a
Washington corporation

Grantee: FIRST AMERICAN TITLE COMPANY OF SKAGIT
COUNTY (Trustee)

Beneficiary: RBC CENTURA BANK, a North Carolina banking corporation

Abbreviated Legal
Description: Section 30, Township 34, Range 4; Ptn. NW NE

The full legal description is on Exhibit "A."

Assessor's Number(s): 340430-0-142-0009 (P28963) and 340430-0-289-0002 (P29149)

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RBC CENTURA BANK
11011 Richmond Avenue, Suite 850
Houston, Texas 77042

SHORT FORM DEED OF TRUST

Loan No. _____

THIS SHORT FORM DEED OF TRUST is made this 30th day of April, 2007, between **LANDMARK BUILDING AND DEVELOPMENT, INC.**, a Washington corporation, as Grantor, whose address is 3001 Old Highway 99 South, Suite 102, Mount Vernon, Washington 98273; and **FIRST AMERICAN TITLE COMPANY OF SKAGIT COUNTY**, as Trustee, whose address is 1301-B riverside Drive, P.O. Box 1667, Mount Vernon, Washington 98273 and **RBC CENTURA BANK**, a North Carolina banking corporation, as Beneficiary, whose address is 11011 Richmond Avenue, Suite 850, Houston, Texas 77042.

GRANTOR hereby irrevocably grants, bargains and conveys to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington, to-wit:

All of those two tracts or parcels of land in Skagit County, Washington described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Assessor's Property Tax Parcel/Account Number(s): 340430-0-142-0009 (P28963) and
340430-0-289-0002 (P29149)

TOGETHER WITH all tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever set forth in the Master Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the rights, powers and authority hereinafter given to and conferred upon beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of **EIGHT HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$825,000.00)** with interest thereon according to the terms that certain Note dated April 30th, 2007, executed jointly and severally by The Great American Dream, Inc., a Washington corporation and Landmark Building and Development, Inc., a Washington corporation and payable to RBC Centura Bank, a North Carolina banking corporation and being payable to Beneficiary or order and made by Grantor; and all renewals, modifications and extensions thereof, and such further sums as may be advanced or loaned by Beneficiary to Grantor, or any other successors or assigns, together with interest thereon at such rate as shall be agreed upon.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the date(s) specified, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:



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Skagit County Auditor

County

Date Filed

Auditor's Number

Skagit

April 20, 2007

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A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

The Property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

Additional Representations and Warranties. The Grantor represents and warrants to Beneficiary as follows, and acknowledges that such representations and warranties shall be continuing representations and warranties from Grantor to Beneficiary:

(i) The Grantor is and shall remain in compliance with the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation, regulations or executive orders relating thereto, and the Uniting and Strengthening America By Providing Appropriate Tools Required To Intercept and Obstruct Terrorism Act (USA Patriot Act of 2001), as amended, and any other enabling legislation, regulations or executive orders relating thereto;

(ii) The Grantor is and shall remain in compliance with 31 U.S.C., Section 5313, as amended, 31 C.F.R. Section 103.22, as amended, and any similar laws or regulations involving currency transaction reports or disclosures relating to transactions in currency of more than \$10,000.00, or of more than any other minimum amount specified by any laws or regulations; and

(iii) The Grantor (i) is not a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) does not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not otherwise associated with any such person in any manner violative of Section 2, or (iii) is not a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

Additional Covenants. The Grantor covenants and agrees with Beneficiary that no part of any loan proceeds or advances evidenced by or referenced in this Shot Form Trust Deed, and no part of any other amounts or sums derived from any property which secures repayment of such loan proceeds or advances, including, without limitation, any accounts, payment intangibles, money, rents, issues or profits, will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

The undersigned Grantor requests that a copy of any Notices of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

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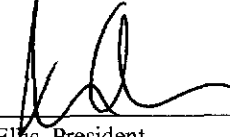
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WITNESS the hand(s) and seal(s) of the Grantor(s) on the day of year first above written.

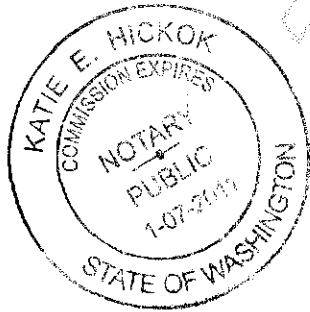
LANDMARK BUILDING AND DEVELOPMENT, INC., a Washington corporation

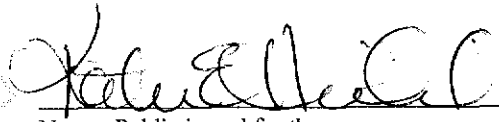
By: 
John Ellis, President

THE STATE OF WASHINGTON §
County of Skagit § ss.
 §

I certify that I know or have satisfactory evidence that John Ellis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of Landmark Building and Development, Inc., a Washington corporation to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: April 30, 2007




Notary Public in and for the
State of Washington
Residing at:
Mt Vernon
My appointment expires: 1-7-11



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A":

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 34 North, Range 4 East of the Willamette Meridian, lying West of the centerline of West Street, extended South from the Southern Addition to Mt. Vernon, and South of the South line of said Southern Addition to Mt. Vernon, according to the plat thereof recorded in Volume 2 of Plats, page 110, records of Skagit County, Washington, and East of dike or county road; EXCEPT the following tracts:

(1) Beginning at a point on the South line of said Northwest 1/4 of the Northeast 1/4 a distance of 187 feet East of the Southwest corner thereof; thence West along the said South line a distance of 187 feet to the Southwest corner of said Northwest 1/4 of the Northeast 1/4; thence North along the West line of said subdivision a distance of 141 feet, more or less, to the South line of the county road; thence Northeasterly along the county road a distance of 153 feet; thence Southeasterly in a straight line to the point of beginning;

(2) Beginning at the Southeast corner of Block 24, Southern Addition to Mt. Vernon, according to the plat thereof recorded in Volume 2 of Plats, page 110, records of Skagit County, Washington; thence South along the West line of West Street of said addition, if extended a distance of 90 feet; thence West a distance of 200 feet; thence North to the South line of county road; thence following the South line of the county road to the point of its intersection with the South line of Lot 10, Block 24; thence East along the South line of Block 24, to the point of beginning.

PARCEL "B":

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of said subdivision which is 187 feet East of the Southwest corner thereof; thence West 187 feet to said Southwest corner; thence North along the West line of the Northwest 1/4 of the Northeast 1/4, 141 feet, more or less, to the South line of the County road; thence Northeasterly along the South line of the County road, 153 feet; thence Southeasterly to the point of beginning.

EXCEPT that portion owned by Diking District No. 3.



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