

9710130292 09-17-00 AM KING COUNTY RECORDS 009 TRS

Return to:

MICHAEL R. MASTRO
510 Rainier Avenue South
Seattle, WA 98144

SHORT FORM
DEED OF TRUST
FILED BY PNWT 318471-4
PACIFIC NORTHWEST TITLE

THIS DEED OF TRUST, made this 10th day of OCTOBER, 1997

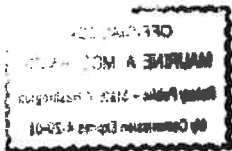
BETWEEN
WINDSOR COURT APARTMENTS, a WA Limited Liability Company, as Grantor,
whose address is

PACIFIC NORTHWEST TITLE COMPANY, as Trustee,
whose address is 1201 Third Avenue, Suite 3800, Seattle, WA 98101

and MICHAEL R. MASTRO, a Married Man, as his separate estate, as Beneficiary,
whose address is 510 Rainier Avenue South, Seattle, WA 98144

Grantor hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property in KING County, Washington:

LOT 76, SUPPLEMENTAL STATE PLAT IN SECTION 16, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 23, IN KING COUNTY, WASHINGTON



Additional on page _____

Assessor's Tax Parcel ID# 797880-0300-03

TOGETHER WITH all the 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 further set forth in the Master Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the rights, power 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 **TWO MILLION and NO/100's** DOLLARS (\$ **2,000,000.00**) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor; all renewals, modifications or extensions thereof, and also 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 Paragraphs I through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, 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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COUNTY	BOOK OR VOL.	PAGE NO.	AUD. FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUD. FILE NO.
Adams	2 of Record. Inst.	513-16	122987	Lewis	7 of Official Rec.	839-842	725562
Asotin	Microfilmed Under	Aud. No.	101896	Lincoln	107 of Mortgages	776-779	316596
Benton	241 of Official Rec.	659A-C	592931	Mason	Reel 48	From 835-838	236038
Chelan	688 of Official Rec.	1682-1683	681844	Okemogon	121 of Mortgages	517-519A	560658
Clallam	315 of Official Rec.	195-198	383176	Pacific	213 of Official Rec.	649-652	55707
Clark	Aud. Microfilm No.	702859-702862	G-519253	Pend Oreille	27 of Mtgs.	8-11	126854
Columbia	49 of Deeds	198-201	F 3115	Pierce	1254 of Mtgs.	707-710	2250799
Cowlitz	747 of Official Rec.	234-237	675475	San Juan	28 of Mtgs.	459-462	69282
Douglas	125 of Mortgages	120-123	151893	Skanagit	19 of Official Rec.	80-83	716277
Ferry	28 of Deeds	413-416	153150	Skamania	47 of Mtgs.	41-44	70197
Franklin	11 of Official Rec.	138-141	309636	Snohomish	233 of Official Rec.	540-543	2043549
Garfield	Microfilmed Under	Aud. No.	13044	Spokane	14 of Official Rec.	1048-1051	376267C
Grant	44 of Rec. Doc.	373-376	538241	Stevens	109 of Mtgs.	394-397	390635
Grays Harbor	21 of General	31-34	207544	Thurston	454 of Official Rec.	731-734	785350
Island	181 of Official Rec.	710-713	211628	Wahkiakum	17 of Mortgages	89-92	24732
Jefferson	4 of Official Rec.	316-319	196853	Walla Walla	308 of Mtgs.	711-714	495721
King	5690 of Mtgs.	436-439	6382309	Whitcom	82 of Official Rec.	855-858	1047522
Kitsap	929 of Official Rec.	480-483	934770	Whitman	1 of Misc.	291-294	382282
Kittitas	111 of Mortgages	361-364	348693	Yakama	712 of Official Rec.	147-150	2170555
Klickitat	101 of Mortgages	107-110	131095				

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 agriculture or farming purposes.

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

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

Dated October 10, 1997

David Rossi

William M. Ross

STATE OF WASHINGTON,

County of King

ss.

I hereby certify that I know or have satisfactory evidence that David Rossi and William M. Ross

is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument, on oath stated that they are

authorized to execute the instrument and acknowledged it as the Managing Member and of Assistant Manager of Windsor Court Apartments, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated October 10, 1997

Maurice G. McCormick
Notary Public in and for the State of Washington

residing at Seattle

My appointment expires 4-20-01

William A. McCormick
Printed Name



REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this Deed of Trust

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____

Mail reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee before cancellation will be made.

ADDENDUM "A"
TO
ALL INCLUSIVE DEED OF TRUST

This Addendum "A" sets forth additional terms and conditions of that certain Deed of Trust dated _____ by and between,

WINDSOR COURT APARTMENTS, LLC, a WA Limited Liability Company Grantors

AND

MICHAEL R. MASTRO, as His Separate Estate, Beneficiary

This Deed of Trust is given in consideration of and as security for the payment of the Note by Grantor to Beneficiary, payable to the order to Beneficiary for the principal amount set forth above as the consideration herefore, together with interest and charges thereon, and any and all advances now or hereafter made by Beneficiary under the terms and conditions of the Note and Deed of Trust. This Deed of Trust shall secure all of the terms, conditions, agreements, stipulations, covenants, and provisions hereof and of all other security documents and instruments given by Grantor to Beneficiary to secure the indebtedness secured hereby. This Deed of Trust shall secure all costs of collecting any indebtedness under the Note including any and all costs and expenditures of a receiver in possession, and reasonable attorneys' fees.

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Grantor and Beneficiary herein, the language of the Deed of Trust to the contrary notwithstanding, agree as follows:

1. Except as provided in the Purchase and Sale Agreement, the Grantor agrees that full inspection of said real estate has been made and that neither the Beneficiary nor his assigns shall be held to any covenant respecting the conditions of any improvements thereon, nor shall the Grantor or Beneficiary or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenants or agreement relied on is contained herein, or is in writing and attached to and made a part of this Deed of Trust.

2. This Deed of Trust is subject to and subordinate to a Deed of Trust recorded under Recording No. _____ records of _____ KING County, Washington, the original balance of which was ONE MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND and NO ____/100's DOLLARS (\$**1,685,000.00**). This Deed of Trust and the Note secured thereby are hereinafter referred to as "First Deed of Trust" and "First Note".

3. This is an All-Inclusive Deed of Trust, the balance of which includes the balance of the first Note in the amount of ONE MILLION FIVE HUNDRED SEVENTY THOUSAND _____, and NO ____/100's DOLLARS (\$**1,570,000.00**), representing an obligation to WASHINGTON MUTUAL BANK _____.

Beneficiary hereby agrees with Grantor to discharge that obligation in accordance with its terms and conditions and to indemnify and hold harmless Grantor therefrom.

4. Further conditions of this Deed of Trust are as follows:

A. INSURANCE. The Grantor agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to an amount which is equal to the amount owing to the Beneficiary or underlying lender, whichever is greater, against loss or damage by both fire and windstorm in a company acceptable to the underlying lender and for the Beneficiary's benefit, as Beneficiary's interest may appear, and to pay all premiums therefore and to deliver all policies and renewals thereof to the Beneficiary. Furthermore, should the underlying Lender require coverage against losses other than fire and windstorm, Grantor hereby agrees to provide coverage against those losses in an amount to be determined by the underlying Lender.

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B. PAYMENT OF TAXES, ASSESSMENTS, OTHER LIENS OR CHARGES. Grantor shall pay to the proper officers all taxes, assessments, general or special, including assessments, dues and charges for water of every kind, nature and description, which shall be levied or assessed on the Property exhibiting to Beneficiary upon its request receipts of proper officers evidencing such payments. In addition, Grantor shall pay, when due, all charges for water, water delivery, gas, electric power and light, sewers and waste removal. Grantor may contest in good faith the validity or amount of any tax, assessments found or governmental charge by appropriate proceedings provided by laws, including payment of the tax, assessment or charge under protest, if required, and Grantor covenants that upon final determination with respect to any such contested tax, assessment or governmental charges, Grantor will promptly pay any sums to be due thereon.

C. PENALTIES. In case the Grantor fails to made any payment herein provided or to maintain insurance as herein required, the Beneficiary may make such payment or effect such insurance, and any amounts so paid by the Beneficiary, together with interest at the rate of fifteen percent (15%) or prime plus two percent (P+2%) per annum, whichever is greater, thereon from date of payment until repaid, shall be repayable by Grantor on Beneficiary's demand, all without prejudice to any other right the Beneficiary might have by reason of such default.

D. UNIFORM COMMERCIAL CODE. Grantor and Beneficiary agree that the filing of a Financing Statement in the records having to do with personal property shall never be construed as in any way derogating from or impairing the declaration and stated intention of the parties hereto, that all goods, equipment, machinery, appurtenances, appliances, fittings, and fixtures described therein are included as part of the "Property", subject to the Beneficiary's rights on default of this Deed of Trust or as a secured party of personal property under the Uniform Commercial Code. Whenever the security for the Note includes personal property, the Beneficiary shall be entitled to proceed as to both the Property and such personal property in accordance with Beneficiary's rights and remedies in respect of the property as provided by Washington Revised Code 62A.9-501 (4).

E. BENEFICIARY'S RIGHT TO POSSESSION. Should Grantor be in default, then Beneficiary or its assigns shall, after Purchasers cure period has expired, be entitled to the immediate possession of the Property, with the right to manage