

RETURN ADDRESS:

Washington Mutual Bank
dba Western Bank
Burlington Business
Banking Center
720 S. Burlington
Boulevard
Burlington, WA 98233



200104190038
, Skagit County Auditor

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MODIFICATION OF MORTGAGE

Reference # (if applicable): 9702100059

Additional on page _____

Grantor(s):

1. Staffanson Farms, Inc.

Grantee(s)

1. Washington Mutual Bank dba Western Bank

Legal Description: NW 1/4 SE 1/4 SRD LESS DT R-W

Additional on page 2

Assessor's Tax Parcel ID#: P 15464, P 15473, P15470, P15469

THIS MODIFICATION OF MORTGAGE dated April 9, 2001, is made and executed between Staffanson Farms, Inc., whose address is 12918 Dodge Valley Road, Mount Vernon, WA 98273 (referred to below as "Grantor") and Washington Mutual Bank dba Western Bank, whose mailing address is 720 S. Burlington Boulevard, Burlington, WA 98233 (referred to below as "Lender").

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 0201

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MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 5, 1997 (the "Mortgage") which has been recorded in Skagit County, State of Washington, as follows:

Recorded February 10, 1997 in Skagit County, State of Washington as Instrument No. 9702100059, as modified from time to time.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Skagit County, State of Washington:

That portion of the Southeast 1/4 of Section 5, Township 33 North, Range 3 East, W.M., lying Southerly and Sothwesterly of the County road which follows the base of a highland (Dodge Valley Road), EXCEPT drainage ditch right of way, AND EXCEPT road along the West line of said subdivision

The Real Property or its address is commonly known as Bare Land, Mount Vernon, WA 98273. The Real Property tax identification number is P 15464, P 15473, P15470, P15469.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The maturity date of March 15, 2002 referenced in above described Mortgage is hereby deleted in its entirety without substitution. The period of this Mortgage shall continue uninterrupted until re-conveyed by Lender to Grantor.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 9, 2001.

GRANTOR:

STAFFANSON FARMS, INC.

By: *Kenneth C. aka Craig Staffanson*
Kenneth C. aka Craig Staffanson, President of Staffanson Farms, Inc.

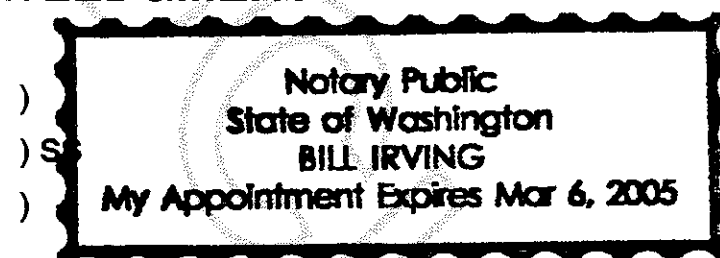
LENDER:

Builly
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Skagit



On this 9th day of April, 20 01, before me, the undersigned Notary Public, personally appeared Kenneth C. aka Craig Staffanson, President of Staffanson Farms, Inc. of Staffanson Farms, Inc.

and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: *Builly*
Notary Public in and for the State of _____

Residing at Sedro Woolley, WA
My commission expires 3/6/05



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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 0201

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LENDER ACKNOWLEDGMENT

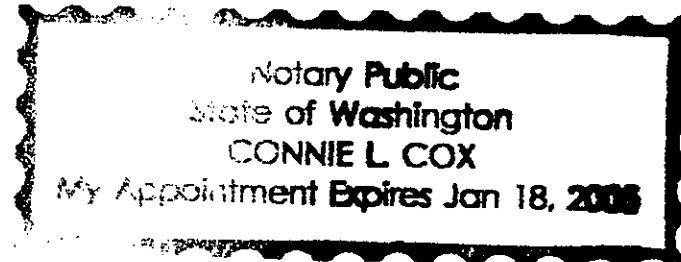
STATE OF Washington

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) SS

COUNTY OF Skagit

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On this 9th day of April, 2000, before me, the undersigned Notary Public, personally appeared Bill Savery VP and personally known to me or proved to me on the basis of satisfactory evidence to be the VP, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Connie Cox

Residing at Skagit Valley

Notary Public in and for the State of WA

My commission expires 1-18-2005

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, Skagit County Auditor

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