

Return Address:
Farm Credit Services - Pasco
2705 St. Andrews Loop Suite D
PO Box 2585
Pasco, WA 99301



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Skagit County Auditor

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Please print neatly or type information

LAND TITLE COMPANY OF SKAGIT COUNTY

M/3383

Document 1 Title: Mortgage	
Reference #s: _____	
Additional Reference #s on page _____	
Grantors:	Grantees:
Northwest Horticulture, LLC	Northwest Farm Credit Services, FLCA
Additional grantors on page _____	Additional grantees on page _____

Document 2 Title:	
Reference #s: _____	
Additional Reference #s on page _____	
Grantors:	Grantees:
Additional grantors on page _____	Additional grantees on page _____

Legal description (abbreviated form: i.e. lot, blk, plat or S,T,R quarter/quarter):

Section 13, Township 34, Range 3; Ptn. NE1/4 and Section 18, Township 34, Range 4; Ptn. Government Lot 1

Additional legal is on page 2

Assessor's Property Tax Parcel/Account Numbers:

340418-2-004-010 (P26046); 340313-1-061-0008 (P21743); 340313-1-059-0002 (P21741); 340313-0-058-0102 (P96270)

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Recording Return to: Farm Credit Services - Pasco
2705 St. Andrews Loop Suite D
PO Box 2585
Pasco, WA 99301

Mortgage

On September 4, 2002, Northwest Horticulture, LLC, a Washington limited liability company, hereinafter called Mortgagors, whose address is

14113 Riverbend Road
P O Box 91070
Mount Vernon, WA 98273

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Skagit County(ies), State of Washington, more particularly described as follows:

Parcel "A"

That portion of Government Lot 1, Section 18, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 40 feet South of the Northwest corner of said Lot 1; thence South, 330 feet along the West line of said Lot 1; thence East, 132 feet; thence North, 330 feet to a point 40 feet South of the North line of said Lot 1; thence West, 132 feet to the point of beginning.

Parcel "B"

The North 1/2 of the North 1/2 of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East, W. M., EXCEPT dike and ditch rights-of-ways, if any, AND EXCEPT the following described tracts:

(1) Beginning at the Northwest corner of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East, W.M.; thence East along the North line of said Northeast 1/4, a distance of 52 rods (858 feet); thence South parallel with the West line of said Northeast 1/4 of the South line of the North 1/2 of the North 1/2 of the Northeast 1/4; thence West parallel with the North line of said Northeast 1/4, 52 rods (858 feet), more or less, to the West line of said Northeast 1/4; thence North along the said West line to the point of beginning; (said tract being that certain tract of land conveyed by E. H. Thompson, et ux, to Alfred Johnson by Deed recorded under Auditor's File No. 103415, in Volume 97 of Deeds, Page 240, records of Skagit County, Washington, said Deed containing an erroneous legal description.)

(2) Beginning at the Northeast corner of Section 13, Township 34 North, Range 3 East, W.M.; thence South 83 degrees 31' West along the North section line, a distance of 1273.6 feet, more or less, to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section; thence South along the West line of said Northeast 1/4 of the Northeast 1/4, a distance of 160.6 feet; thence South 89 degrees 33' East, 1275 feet, more or less, to the East Section line of said Section 13; thence North along the East Section line to the point of beginning, EXCEPT the East 40 feet thereof.

(3) That portion of the Northwest 1/4 of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Northwest corner of said Northwest 1/4 of the Northeast 1/4; thence North 83 degrees 40'02" East 1193.75 feet along the North line of said Section 13, to a point that is South 83 degrees 40'02" West, 1285.18 feet from the Northeast corner of said Section 13; thence South 0 degrees 19'30" East, 153.92 feet to a point that is South 88 degrees 55'36" East from the point of beginning; thence North 88 degrees 55'36" West, 1187.55 feet to the true point of beginning.

Parcel "C"

All of that portion of the South 1/2 of the North 1/2 of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East, W.M., lying North of the following described line:



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Beginning at a point 386 feet, South 0 degrees 40' East of the Northeast corner of the South 60 rods (990 feet) of Lot 1, said Section 13, on the East line of said Lot 1; thence running Eastward North 89 degrees 45' East, 2488 feet, more or less, to the East line of the Northeast 1/4 of said Section 13, EXCEPT that portion thereof lying West of the following described line:

Commencing on the North line of said Section 13, 52 rods (858 feet) East of the centerline thereof and extending Southerly and parallel with the centerline of said Section 13, to a point of intersection with the first line above described.

Parcel "D"

The East 40 feet of the North 1/2 of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East, W.M., records of Skagit County, Washington; EXCEPT that portion thereof conveyed to Skagit County by Deed recorded as Auditor's File No. 9505080057.

Tax Parcel Nos.: 340418-2-004-010 (P26046); 340313-1-061-0008 (P21743); 340313-1-059-0002 (P21741); 340313-0-058-0102 (P96270);

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
September 4, 2002	\$133,000.00	October 1, 2017

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Mortgagor.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.



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5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.
11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or

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contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.

13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.
18. That Mortgagor warrants that Mortgagor's state of formation is the State of Washington and Mortgagor's exact legal name is as set forth herein.
19. This agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

Northwest Horticulture, LLC, a Washington limited liability company

By: M.V. Greenhouse, LLC, a Washington limited liability company, Manager

By: B. F., Limited Partnership, a Washington Limited partnership, Manager

By: Columbia-Pacific Group, Inc., a Washington corporation, General Partner

By: Daniel R. Baty
Daniel R. Baty, President

Attest: Ruth M. Verhoff
Ruth M. Verhoff, Secretary

Mortgage (43793-442)

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By: [Signature]
Gary E. Gigot, Manager

By: Ederer Properties, a Washington general partnership, Manager

By: _____
David A. Ederer, Managing Partner

By: _____
Daniel D. Ederer, Managing Partner

STATE OF _____)
)ss.
County of _____)

On this _____ day of _____, 2002, before me personally appeared Daniel R. Baty and Ruth M. Verhoff, known to me to be the President and Secretary, respectively, of Columbia Pacific Group, Inc., known to me to be the general partner of B. F. Limited Partnership, known to me to be a Manager of M. V. Greenhouse, LLC, known to me to be the manager of Northwest Horticulture, LLC, and acknowledged that they executed the same as officers of the corporation, in the partnership name as a Manager of M. V. Greenhouse, LLC, the manager of Northwest Horticulture, LLC, which executed the within instrument in the LLC name, freely and voluntarily.

Printed Name _____
Notary Public for the State of _____
Residing at _____
My commission expires _____

STATE OF WA)
)ss.
County of King)

On this 10 day of September, 2002, before me personally appeared Gary E. Gigot, to me known to be a Manager in M. V. Greenhouse, LLC, the limited liability company known to me to be the Manager of Northwest Horticulture, LLC, which executed the within instrument, and acknowledged that he executed the same as one of the Managers and in the LLC, name freely and voluntarily.

[Signature]
Printed Name Susan Maetycke
Notary Public for the State of WA
Residing at 3030 W. Monument Way West Seattle
My commission expires 04/2005



By: _____
Gary E. Gigot, Manager

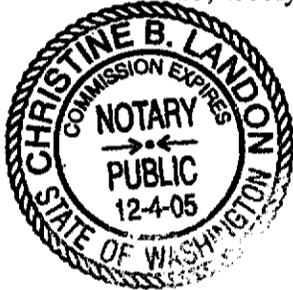
By: Ederer Properties, a Washington general partnership, Manager

By: _____
David A. Ederer, Managing Partner

By: _____
Daniel D. Ederer, Managing Partner

STATE OF Washington
County of King)ss.

On this 6TH day of September, 2002, before me personally appeared Daniel R. Baty and Ruth M. Verhoff, known to me to be the President and Secretary, respectively, of Columbia Pacific Group, Inc., known to me to be the general partner of B. F. Limited Partnership, known to me to be a Manager of M. V. Greenhouse, LLC, known to me to be the manager of Northwest Horticulture, LLC, and acknowledged that they executed the same as officers of the corporation, in the partnership name as a Manager of M. V. Greenhouse, LLC, the manager of Northwest Horticulture, LLC, which executed the within instrument in the LLC name, freely and voluntarily.



Christine B. Landon
Printed Name CHRISTINE B. LANDON
Notary Public for the State of Washington
Residing at Seattle
My commission expires 12-4-05

STATE OF _____)
County of _____)ss.

On this _____ day of _____, 2002, before me personally appeared Gary E. Gigot, to me known to be a Manager in M. V. Greenhouse, LLC, the limited liability company known to me to be the Manager of Northwest Horticulture, LLC, which executed the within instrument, and acknowledged that he executed the same as one of the Managers and in the LLC, name freely and voluntarily.

Printed Name _____
Notary Public for the State of _____
Residing at _____
My commission expires _____



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By: _____
Gary E. Gigot, Manager

By: Ederer Properties, a Washington general partnership, Manager

By: David A. Ederer
David A. Ederer, Managing Partner

By: Daniel D. Ederer
Daniel D. Ederer, Managing Partner

STATE OF _____)
)ss.
County of _____)

On this _____ day of _____, 2002, before me personally appeared Daniel R. Baty and Ruth M. Verhoff, known to me to be the President and Secretary, respectively, of Columbia Pacific Group, Inc., known to me to be the general partner of B. F. Limited Partnership, known to me to be a Manager of M. V. Greenhouse, LLC, known to me to be the manager of Northwest Horticulture, LLC, and acknowledged that they executed the same as officers of the corporation, in the partnership name as a Manager of M. V. Greenhouse, LLC, the manager of Northwest Horticulture, LLC, which executed the within instrument in the LLC name, freely and voluntarily.

Printed Name _____
Notary Public for the State of _____
Residing at _____
My commission expires _____

STATE OF _____)
)ss.
County of _____)

On this _____ day of _____, 2002, before me personally appeared Gary E. Gigot, to me known to be a Manager in M. V. Greenhouse, LLC, the limited liability company known to me to be the Manager of Northwest Horticulture, LLC, which executed the within instrument, and acknowledged that he executed the same as one of the Managers and in the LLC, name freely and voluntarily.

Printed Name _____
Notary Public for the State of _____
Residing at _____
My commission expires _____



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