

Return Address:

FCS-Pasco (Corporate Accounts)
P.O. Box 2585
Pasco, WA 99301-2585



200212200162
Skagit County Auditor

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LAND TITLE COMPANY OF SKAGIT COUNTY

m13557

Document 1 Title: Line of Credit Mortgage
Reference #s: 200205280159; 200209180071

Grantors:

Northwest Horticulture, LLC

Grantees:

Northwest Farm Credit Services, FLCA
Northwest Farm Credit Services, PCA

Document 2 Title: Fixture Filing
Reference #s: N/A

Grantors:

Northwest Horticulture, LLC

Grantees:

Northwest Farm Credit Services, FLCA
Northwest Farm Credit Services, PCA

Legal description:

Skagit County, Fir Island property: Tr. 2 of SP 6-88 in 2-33-3 E W.M.; a ptn of SE1/4 of SE1/4 & S1/2 of N1/2 of SE1/4, 2-33-3 E W.M.;

Skagit County, 190 property: Section 13, Township 34, Range 3; ptn. NE1/4 and Section 18, Township 34, Range 4; ptn. Government Lot 1

Yakima County, Mabton Greenhouse property: Parcel A: Ptn of NESW and SENW of Sec 6, Twn 8, Rg 23; Parcel B: Ptn of Government Lots 5, 6 and 7 in Sec 6, Twn 8, Rg 23

Additional legal is on page: 10-13

Assessor's Property Tax Parcel/Account Numbers:

Skagit County, Fir Island property: 330302-4-004-0012 and 330302-4-005-0110

Skagit County, 190 property: 340418-2-004-0100; 340313-1-061-0008;

34313-1-059-0002; 340313-0-058-0102

Yakima County, Mabton Greenhouse property: 230806-31007; 230806-32001

LINE OF CREDIT MORTGAGE (Open End) - 1

Northwest Horticulture, LLC; CIF/Note Nos 43793-141, -241, -242, -441, -442 and -443

Northwest Horticulture, LLC
Customer/Note No. 43793-141, -241, -242,
-441, -442 and -443

**LINE OF CREDIT MORTGAGE
(Open End)**

**THIS MORTGAGE IS ALSO INTENDED TO BE A SECURITY AGREEMENT AND
FIXTURE FILING.**

On November 26, 2002, **NORTHWEST HORTICULTURE, LLC**, a Washington limited liability company ("Mortgagor"), located at 14113 Riverbend Road, P.O. Box 91070, Mount Vernon, WA 98273, grants, conveys, warrants, transfers and assigns to **NORTHWEST FARM CREDIT SERVICES, FLCA and NORTHWEST FARM CREDIT SERVICES, PCA**, corporations organized under the Farm Credit Act of 1971, as amended ("Mortgagee"), located at 1700 South Assembly Street, Spokane, WA 99224-2121, P. O. Box 2515, Spokane, WA 99220-2515, a mortgage and security interest in property in Skagit and Yakima Counties, State of Washington, more particularly described in Exhibit A attached hereto and incorporated herein, 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 therefore, 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) (together herein the "Property").

The following described Notes, as well as the Membership Agreement, security documents and any other documents or instruments signed in connection with the Notes 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 Notes made by Mortgagor to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof.

<u>Loan No.</u>	<u>Date of Note</u>	<u>Initial Principal Amount</u>	<u>Final Installment Date</u>
43793-443	November 26, 2002	\$3,065,000.00	December 1, 2013
43793-442	September 4, 2002	\$133,000.00	October 1, 2017
43793-441	March 27, 2002	\$168,000.00	April 1, 2017
43793-242	November 26, 2002	\$2,185,000.00	August 1, 2003
43793-241	March 29, 2002	\$250,000.00	May 1, 2007
43793-141	November 26, 2002	\$6,500,000.00	December 1, 2003

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Northwest Horticulture, LLC; CIF/Note Nos 43793-141, -24



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The terms of the Notes and the Loan Documents, described above, provide that the interest rate, payments terms or amounts due may be indexed, adjusted, renewed or renegotiated. In addition, this Mortgage is intended to secure any other loans and advances made by Mortgagee to Mortgagor, no matter how evidenced. The continuing validity and priority of this Mortgage for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Mortgagee nor commitment from Mortgagee to make future loans exist.

Mortgagor REPRESENTS, WARRANTS, COVENANTS and AGREES:

1. Title to the Property is free from encumbrances, except as described in Exhibit A; Mortgagor has good right and lawful authority to convey and encumber the same; Mortgagor shall warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any amendments and 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 and other risks; to maintain liability insurance; 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 for or enter into any federal, state, local or other program, license, easement or other agreement which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
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; Mortgagee may, at its option, apply such amounts in any

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Northwest Horticulture, LLC; CIF/Note Nos 43793-141,



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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 wastewater 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 Mortgagor 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 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, attorneys' fees.

8. That neither Mortgagor nor, to the best of 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 or never have leaked; 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 Notes 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, 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 in Exhibit A; 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 Mortgagor's obligations hereunder; and any failure of Mortgagor to perform any such obligation shall constitute an event of default.

10. 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, Mortgagor shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagor, on behalf of Mortgagor or Mortgagor's 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 Mortgagor becomes subject to the

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excess land limitation; if Mortgagor fails to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagor shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagor purchases other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagor 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.

11. 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, attorneys' 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.

12. That the indebtedness and obligations secured by this Mortgage are personal to the Mortgagor and are not assignable by Mortgagor; Mortgagee relied upon the credit of Mortgagor, the interest of Mortgagor in the Property and the financial market conditions then existing when making this loan; if Mortgagor sells, transfers or conveys or contracts 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 Mortgagor defaults 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 proceeding under the bankruptcy or insolvency laws is commenced by or against Mortgagor, or if Mortgagor becomes insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagor shall be in default hereunder.

13. That time is of the essence in the performance of this Mortgage, 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 10 days.

14. 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 this Mortgage shall be construed as though such provision had been omitted.

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15. That Mortgagor joins in this instrument for the purpose of subjecting Mortgagor's 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.

16. 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.

17. That this mortgage is supplemental to the following described mortgages ("Prior Encumbrances"):

Mortgage dated March 27, 2002, recorded May 28, 2002, as Auditor's File No. 200205280159, of the records of Skagit County, Washington;

Mortgage dated September 4, 2002, recorded September 18, 2002, as Auditor's File No. 200209180071, of the records of Skagit County, Washington;

Mortgage dated November 26, 2002, recorded _____, 2002, as Auditor's File No. _____, of the records of Yakima County, Washington; and

Mortgage dated November 26, 2002, recorded _____, 2002, as Auditor's File No. _____, of the records of Yakima County, Washington;

and is given to secure indebtedness described in the Prior Encumbrances and the indebtedness described herein. Mortgagor agrees default in payment under any of the Notes evidencing such debt or default in performance of any of the terms or covenants of any Loan Documents related thereto shall constitute a default under this mortgage and under the Prior Encumbrances. Mortgagee may, at its option, declare any and all of the Notes and Loan Documents immediately due and payable. Payoff of any of the Notes shall not entitle Mortgagors to a release of this mortgage or the Prior Encumbrance, until the entire indebtedness secured by this mortgage is paid in full.

18. That this Mortgage may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together, shall constitute but one and the same instrument.

NORTHWEST HORTICULTURE, LLC

By: Stanley L. Baty

Stanley L. Baty, Manager

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Northwest Horticulture, LLC; CIF/Note Nos 43793-141,

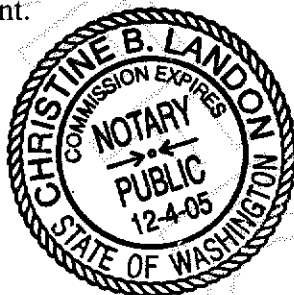


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STATE OF Washington
County of King)ss.

On this 13TH day of December, 2002, before me personally appeared Stanley L. Baty, known to me to be the manager of the limited liability company which executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.



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

Mortgagee acknowledges that this Mortgage is subject to a security interest in favor of the AgAmerica, FCB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this Mortgage until the Bank, by instrument recorded in the office in which this Mortgage is recorded, revokes such authority. Provided, however, if Bank is the Mortgagee in this transaction, this paragraph is without effect.

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**EXHIBIT A
TO LINE OF CREDIT MORTGAGE
(Open End)**

SKAGIT COUNTY, WASHINGTON PROPERTY:

Fir Island Property:

PARCEL "A":

Tract 2 of Skagit County Short Plat No. 6-88 approved March 7, 1988 and recorded March 8, 1988 under Auditor's File No. 8803080006 in Volume 8 of Short Plats, page 26, records of Skagit County, Washington, being a portion of the Southeast 1/4 of Section 2, Township 33 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 33 North, Range 3 East, W.M., lying and being between the East right-of-way line of Diking District No. 2 of Skagit County, in said section and subdivision thereof; and a line 25 feet East of and parallel to the following described line:

Beginning at a point on the section line between Sections 2 and 11 of Township 33 North, Range 3 East, W.M., 330.1 feet West of the Section corner common to Sections 1, 2, 11 and 12 above, said Township and Range;
thence North 39°31' East 6.15 feet;
thence North 40°30' East 248.4 feet;
thence North 18°15' East 133.2 feet;
thence North 2°11' West 50.5 feet;
thence North 15°38' East 97.8 feet;
thence North 37°27' West 90.5 feet;
thence North 58°24' West 388.6 feet excepting therefrom the right of way of the Charles J. Johnson County Road No. 97.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the South 1/2 of the North 1/2 of the Southeast 1/4 of Section 2, Township 33 North, Range 3 East, W.M., lying Easterly of the Old Dike along Dry Slough, and West of the following described line:

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Beginning at a point on the North line of said South 1/2 of the North 1/2 of the Southeast 1/4, which is North 87°36'20" West 1880.5 feet from the Northeast corner of said subdivision; thence South 8°22'10" West 458 feet.

Situate in the County of Skagit, State of Washington.

Tax Account Nos.: 330302-4-004-0012 and 330302-4-005-0110

190 Property:

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.

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(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:

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 Account Nos.: 340418-2-004-0100; 340313-1-061-0008; 34313-1-059-0002;
340313-0-058-0102

YAKIMA COUNTY, WASHINGTON PROPERTY:

Mabton Greenhouse Property:

PARCEL A:

The West 1/2 of the Northeast 1/4 of the Southwest 1/4 and that part of the West 1/2 of the Southeast 1/4 of the Northwest 1/4, lying southerly of the Northern Pacific Railway right of way, EXCEPT right-of-way conveyed to the State of Washington for highway under Auditor's File No. 1646322;

AND

That part of Government Lot 5, lying Southerly of the Northern Pacific Railway right-of-way; Government Lot 6; and the North 33 feet of Government Lot 7;

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EXCEPT the West 770 feet of said Government Lots 5, 6 and 7;
AND EXCEPT right-of-way for said highway;
All in Section 6, Township 8 North, Range 23, E.W.M.

Situate in Yakima County, Washington.

PARCEL B:

The West 770 feet of the following:

[That part of Government Lot 5, lying Southerly of the Northwest Pacific Railway right-of-way;
Government Lot 6; and the North 33 feet of Government Lot 7]

All in Section 6, Township 8 North, Range 23, E.W.M.;

EXCEPT right-of-way conveyed to the State of Washington for highway under Auditor's File
No. 1646322,

AND EXCEPTING therefrom, right-of-way for County Road along the West side thereof.

Situate in Yakima County, Washington. Tax Parcel Nos. 230806-31007; 230806-32001

Together with all structures, fixtures, appliances, accessories and parts which are a part of the greenhouse facilities located on the above-described property, whether considered real or personal property, including without limitation all potting, planting and distribution (fulfillment) systems in the distribution facility, the rolling table, robotic irrigation and energy/shade cloth systems in the greenhouses, the retractable roof, roll-up side curtains and fogging systems, display areas, sun sheds, boiler houses, greenhouses; all watering, fertilizing, lighting, heating and ventilation systems; all robots, emergency electric generators, exterior and interior gantry cranes; together with all property and goods similar to those described herein which at any time may be acquired by Mortgagor for use in such greenhouse facilities, including, but not limited to, all additions, replacements, substitutions and accessions thereof, and all accounts, general intangibles and proceeds arising therefrom.

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