

This instrument prepared by and  
after recording return to:

Harold W. Scott

U.S. BANK N.A.

COLLATERAL DEPARTMENT

P. O. BOX 5308

PORTLAND, OR 97228-5308



200803140059

Skagit County Auditor

3/14/2008 Page

1 of

11 11:23AM

ACCOMMODATION RECORDING ONLY  
91241

GUARDIAN NORTHWEST TITLE CO.



AMENDMENT TO WASHINGTON MORTGAGE

0608790113

Grantor(s): Jagmohan S. Sandhu, Karamjit K. Sandhu, Inderjit S. Sandhu, Charanjit K. Sandhu, Shamsheer S. Sandhu, Dharamvir K. Sandhu

Grantees: U.S. BANK N.A., as Bank

Legal Description: Section 27, Township 36, Range 3; Ptn. E 1/2

(Additional below)

Assessor's Tax Parcel or Account Number: P48400, P48404, P48422,  
P48437, P48442, P48443 & P48445

Reference Number of documents assigned or released: 200602010074

This Amendment to Mortgage, (the "Amendment"), is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s)/pledgor(s) (collectively the "Mortgagor") and U.S. BANK N.A. (the "Bank") as of the date set forth below.

#### RECITALS

A. The Mortgagor (or the Mortgagor's predecessor in interest, if different from the undersigned Mortgagor) executed a mortgage (the "Mortgage"), dated DECEMBER 30, 2005. The "Land" (defined in the Mortgage) subject to the Mortgage is described as follows (or in **Exhibit A** hereto if the description does not appear below):  
**Farmland known as 4505 Colony Road, Bow WA, more fully described as follows: That portion of Section 27, Township 36 North, Range 3 East, W.M., lying Southerly, and Westerly of the Colony Road and Kallstrom Road and lying Northeasterly of the Easterly line of the Burlington Northern Railroad right-of-way (formerly the Seattle & Montana Railroad right-of-way). situate in Skagit County, State of Washington.**

B. The Mortgage was recorded in the office of the County Auditor for Skagit County, Washington, on FEBRUARY 1, 2006, as Reference No. 200602010074.

C. The Mortgagor has requested that the Bank permit certain modifications to the Mortgage as described below.

D. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

#### TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Mortgagor and the Bank agree as follows:

1. ☒ **Change in Note/Secured Amount.** If checked here, the phrase in the Mortgage "a note or notes dated 12/30/05 in the initial principal amount(s) of \$250,000.00" is hereby amended and replaced with the phrase "note(s) dated or amended as of 01/22/08 in the principal amount(s) of \$ 400,000.00". Hereafter the Mortgage

shall secure the payment of any amounts advanced from time to time by the Bank to Mortgagor under the Note, as defined in this Amendment (or previously advanced under the original note), or any of the other Loan Documents.

2. **Maturity of Mortgage.** Any reference in the Mortgage to a maturity date of the Mortgage is hereby deleted, it being the intent of the parties hereto that the Mortgage have no stated maturity date. This does not affect maturity of the Obligations under the Loan Documents.

3. **Additional Terms.**

4. **Fees and Expenses.** The Mortgagor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

5. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to future credit secured by the Mortgage; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Authorization.** The Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Mortgagor and have been duly authorized by all necessary organizational action.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, the undersigned has/have executed this Amendment as of JANUARY 22, 2008.

(Individual Mortgagor)

N/A

Mortgagor Name (Organization)

a

Printed Name SEE ATTACHED ADDENDUM

By

(Individual Mortgagor)

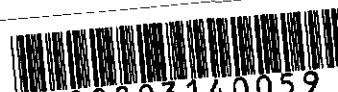
Name and Title N/A

By

Printed Name

Name and Title N/A

**[MORTGAGEE SIGNATURE ON NEXT PAGE]**



200803140059

Skagit County Auditor

U.S. BANK N.A.

Mortgagee (Bank)

By:

Ginger Davis

Harold W. Scott

Name and Title: Vice President Ginger Davis, AVP

### MORTGAGOR NOTARIZATION

(Acknowledgment in Individual Capacity)

Province

STATE OF

British Columbia

COUNTY OF

Westminster } SS.

I certify that I know or have satisfactory evidence that SEE ATTACHED ADDENDUM and  
[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

5 March 2008

(Seal or Stamp)

Printed Name:

GERALD E. PALMER

Title:

Barrister & Solicitor

My appointment expires:

1 - 33775 Essendene Ave.

Abbotsford, BC V2S 2H1

Ph: (604) 859-3887

(Acknowledgment in Representative Capacity)

STATE OF

COUNTY OF

} SS.

I certify that I know or have satisfactory evidence that N/A

[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the

N/A

(Type of authority, e.g., officer, trustee, etc)

of

N/A

(Name of party on behalf of whom instrument was executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

(Seal or Stamp)

Printed Name:

Title:

My appointment expires:

[MORTGAGEE (BANK) NOTARIZATION ON NEXT PAGE]



200803140059

Skagit County Auditor

MORTGAGEE (BANK) NOTARIZATION

STATE OF Washington }  
COUNTY OF Whatcom } ss.

I certify that I know or have satisfactory evidence that ~~Harold W. Scott~~ Ginger Davis  
[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Vice President

(Type of authority, e.g., officer, trustee, etc)

of U.S. BANK N.A.  
(Name of party on behalf of whom instrument was executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-6-08

(Seal or Stamp)



Lauri J. Walters  
Printed Name: Lauri J. Walters  
Title: Notary Public  
My appointment expires: 5-19-10



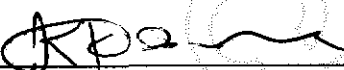
## NAME and SIGNATURE ADDENDUM

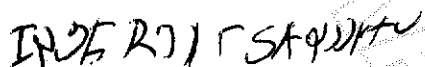
This Addendum is made a part of the Amendment to Washington Mortgage made and entered into by and between the undersigned Mortgagor and the Bank as of the date identified below.


**Date: January 22, 2008**

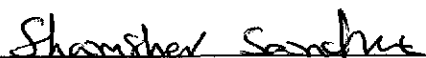
### (INDIVIDUAL MORTGAGOR)

  
Name: Jagmohan S. Sandhu

  
Name: Karamjit K. Sandhu

  
Name: Inderjit S. Sandhu

  
Name: Charanjit K. Sandhu

  
Name: Shamsheer S. Sandhu

  
Name: Dharamvir K. Sandhu



200803140059

Skagit County Auditor

ACKNOWLEDGMENT

Province BC  
State of )  
County of Westminster ) ss

This instrument was acknowledged before me on 5 March 2008  
(Date)

by Jagmohan S. Sandhu

(Name(s) of Person(s))

as a married individual

(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")

~~of~~ N/A

(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)

Printed Name: \_\_\_\_\_

**GERALD E. PALMER**

*Barrister & Solicitor*

Title (and Rank): \_\_\_\_\_

1 - 33775 Essendene Ave.

Abbotsford, BC V2S 2H1

Ph: (604) 859-3887

My commission expires: \_\_\_\_\_



200803140059

Skagit County Auditor

3/14/2008 Page

6 of 11 11:23AM

ACKNOWLEDGMENT

Province British Columbia  
State of British Columbia  
County of Westminster ) ss

This instrument was acknowledged before me on March 5, 2008  
(Date)

by Karamjit K. Sandhu

(Name(s) of Person(s))

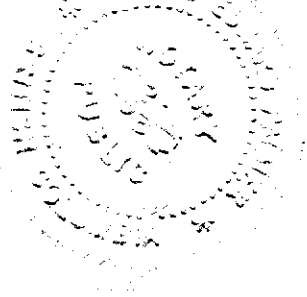
as a married individual

(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")

of N/A

(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)



Printed Name:

GERALD E. PALMER

Barrister & Solicitor

Title (and Rank):

1 - 33775 Essendene Ave.

Abbotsford, BC V2S 2H1

Ph: (604) 855-3331

My commission expires: \_\_\_\_\_



200803140059

Skagit County Auditor

ACKNOWLEDGMENT

Province  
State of British Columbia  
County of Westminster ) ss

This instrument was acknowledged before me on March 5 2008  
(Date)

by Inderjit S. Sandhu

(Name(s) of Person(s))

as a married individual

(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")

of N/A

(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)

Printed Name: \_\_\_\_\_

**GERALD E. PALMER**

*Barrister & Solicitor*

Title (and Rank): \_\_\_\_\_

1 - 33775 Essendene Ave.

Abbotsford, BC V2S 2H1

Ph: (604) 859-3887

My commission expires: \_\_\_\_\_



200803140059

Skagit County Auditor



ACKNOWLEDGMENT

Province  
State of British Columbia

County of Westminster ) SS

This instrument was acknowledged before me on March 5 2008  
(Date)

by Charanjit K. Sandhu

(Name(s) of Person(s))

as

a married individual

individual)

(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single

of

N/A

(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)

GERALD E. PALMER  
Barrister & Solicitor  
1 - 33775 Essendene Ave.  
Abbotsford, BC V2S 2H1  
Ph: (604) 859-3887

Printed Name: \_\_\_\_\_

GERALD E. PALMER  
Barrister & Solicitor

Title (and Rank): \_\_\_\_\_

1 - 33775 Essendene Ave.  
Abbotsford, BC V2S 2H1  
Ph: (604) 859-3887

My commission expires: \_\_\_\_\_



200803140059

Skagit County Auditor

3/14/2008 Page

9 of

11 11:23AM

ACKNOWLEDGMENT

Province British Columbia  
State of British Columbia  
County of Westminster ) ss

This instrument was acknowledged before me on March 5, 2008  
(Date)

by Shamsher S. Sandhu

(Name(s) of Person(s))

as married individual

(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")

of N/A

(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)

Printed Name: Gerald E. Palmer

**GERALD E. PALMER**

*Barrister & Solicitor*

Title (and Rank):

1 - 33775 Essendene Ave.

Abbotsford, BC V2S 2H1

Ph: (604) 859-3887

My commission expires:



200803140059

Skagit County Auditor

ACKNOWLEDGMENT

Province British Columbia  
State of

County of Westminster ) SS )

This instrument was acknowledged before me on March 5, 2008  
(Date)

by Dharmavir K. Sandhu

(Name(s) of Person(s))

as married individual

(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")

of N/A

(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)

Printed Name:

GERALD E. PALMER

Title (and Rank):

Barrister & Solicitor  
1 - 33775 Essendene Ave.  
Abbotsford, BC V2S 2H1  
Ph: (604) 859-3887

My commission expires:



200803140059  
Skagit County Auditor