



200809150123

Skagit County Auditor

9/15/2008 Page 1 of 4 3:33PM

After Recording Return to:

**Mr. Dennis Jones
Skagit Farmers Supply
P.O. Box 266
Burlington, WA 98233**

Grantors: Sterling Investment Group, L.L.C.

Grantee: Skagit Farmers Supply

**Abbreviated Legal Description: Section 5, Township 33, Range 3: Ptn. NW – SE aka lots
3 and 4, Short Plat #96-092**

Tax Parcel Number(s): 330305-4-008-0400 (P112114); 330305-4-008-0500 (P112115)

LAND TITLE OF SKAGIT COUNTY

MORTGAGE

130991-P

The undersigned Mortgagor, **STERLING INVESTMENT GROUP, L.L.C.** ("Mortgagor"), hereby mortgages to **SKAGIT FARMERS SUPPLY**, a Washington corporation, whose address is P.O. Box 266, Burlington, WA 98233, ("Mortgagee") to secure the obligations set forth in the Forbearance and Credit Agreement dated September 12, 2008, for credit authorization to Staffanson Harvesting LLC up to \$215,000, plus any future additional advances made by Skagit Farmers under any modification to that Agreement or extension thereof, the following described real property in Skagit County Washington, the legal description of which is

Parcel "A"

Lot 3 of Skagit County Short Plan No. 96-092 approved September 12, 1997 and recorded September 24, 1997 as Auditor's file No. 9709240084 in Book 13 of Short Plats, pages 41 and 42, records of Skagit County, Washington, being a portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 33 North, Range 3 East, W.M.

Parcel "B"

Lot 4 of Skagit County Short Plat No. 96-092 approved September 12, 1997 and recorded September 24, 1997 as Auditor's file No. 9709240084 in Book 13 of Short Plats, pages 41 and 42, records of Skagit County, Washington, being a portion of the Northwest ¼ of the Southeast ¼ of Section 5, Township 33 North, Range 3 East, W.M.

which has the address of 13459 Dodge Valley Road, Mount Vernon, WA 98273.

In case the Mortgagor shall fail to pay any installment of principal or interest secured hereby when due or to keep or perform any covenant or agreement aforesaid, then the whole indebtedness hereby secured shall forthwith become due and payable, at the election of the Mortgagee.

To protect the security of this Mortgage, Mortgagor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Mortgage.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Mortgage. All policies shall be held by the Mortgagee, and be in such companies as the Mortgagor may approve and have loss payable first to the Mortgagee, as its interest may appear, and then to the Mortgagor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Mortgagee shall determine. Such application by the Mortgagee shall not cause discontinuance of any proceedings to foreclose this Mortgage. In the event of foreclosure, all rights of the Mortgagor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Mortgage.
5. To pay all costs, fees and expenses in connection with this Mortgage, including the expenses of the Mortgagee incurred in enforcing the obligation secured hereby and Mortgagee's and attorney's fees actually incurred, as provided by statute



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6. Should Mortgagor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Mortgagee may pay the same, and the amount to paid, with interest at the rate set forth in the note secured hereby shall be added to and become a part of the debt secured in this Mortgage.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Mortgagee to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive its right to require prompt payment when due of all other sums so secured or to declare for failure to so pay.

3. Mortgagor agrees not to convey, transfer or any way encumber its interest herein without the written permission of Mortgagee.

4. Upon default by Mortgagor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee. In such event and upon written request of Mortgagee, Mortgagee shall sell the trust property, in accordance with the laws of the State of Washington.

5. This Mortgage applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Mortgagee shall mean the holder and owner of the note secured hereby, whether or not named as Mortgagee herein.

DATED this 12 day of September, 2008.

STERLING INVESTMENT GROUP, L.L.C.

By K. Craig Staffanson
K. Craig Staffanson
Its Managing Member



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Skagit County Auditor

STATE OF WASHINGTON)

) ss.

County of Skagit)

I certify that I know or have satisfactory evidence that K. Craig Staffanson is the person who appeared before me, and said person acknowledged that he/she signed this instrument on behalf of Sterling Investment Group, L.L.C., was authorized to act on behalf of that entity, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 12th day of September, 2008.

Garry Lee Adams
NOTARY PUBLIC in and for the State
of Washington, residing at Asent
Vernon, WA
(Printed or stamped name of Notary)
My appointment expires June 29, 2010



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