



201002020033
Skagit County Auditor

2/2/2010 Page 1 of 5 9:38AM

After Recording Return to:

Merrilee A. MacLean
Karr Tuttle Campbell
1201 Third Avenue, #2900
Seattle, WA 98101

Grantors: Andrew Young and Tietje Young, husband and wife

Grantee: Wolfkill Feed & Fertilizer Corporation, a Washington Corporation

Abbreviated Legal Description: Lot 2, Ptn Lot 3, Lots 10-14, 16, 21, Ptn Lots 22 & 23,
Tract No. 2, PEAVEY'S ACREAGE

Tax Parcel Number(s): P67955; P67956; P67978; P67979; P67981; P67983;
P67985; P67989; P67990

MORTGAGE

The undersigned Mortgagors, ANDREW YOUNG and TIETJE YOUNG, and the marital community comprised thereof ("Mortgagor"), hereby mortgage to WOLFKILL FEED & FERTILIZER CORPORATION, a Washington corporation, whose address is P.O. Box 576, Monroe, WA, ("Mortgagee") to secure the obligations set forth in the Promissory Note in the amount of three hundred ten thousand and 00/100 Dollars (\$310,000.00), plus interest at 8%, any additional obligations incurred to Mortgagee, and the Forbearance Agreement executed in favor of Mortgagee this same date, of the following described real properties in Skagit County Washington, the legal description of is attached hereto as Exhibit "A".

In case the Mortgagor shall fail to pay any installment of principal or interest secured hereby when due, fails to timely pay any other obligations to Mortgagee, 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.

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

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



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PARCEL "A":

Lots 2, 3, 10, 11, 13, 14, 16, 21, 21 and 23, in Tract 2, "PEAVEY'S ACREAGE, TRACTS NO. 1 & 2, SECTIONS 17, 20, 21, 22 & 28, TOWNSHIP 35 NORTH, RANGE 5 EAST, SKAGIT CO., WASH.," as per plat recorded in Volume 3 of Plats, page 37, records of Skagit County, Washington.

EXCEPT that portion of Lot 3 described as follows:

Beginning at the intersection of the West line of said Lot 3 with the South line of Burmaster Road; thence South 89°23'19" East along the South line of Burmaster Road, a distance of 200.00 feet; thence South 01°57'41" West parallel to the West line of said Lot 3, a distance of 217.86 feet; thence North 89°23'19" West, a distance of 200.00 feet to the West line of said Lot 3; thence North 01°57'41" East, along said West line, a distance of 217.86 feet to the point of beginning.

ALSO, EXCEPT those portions of Lots 22 and 23 described as follows:

Beginning at the Southeast corner of said Lot 23; thence North 01°24'34" East along the East line of said Lot 23, a distance of 475.05 feet; thence North 89°25'56" West, a distance of 807.32 feet; thence South 01°34'04" West, a distance of 475.00 feet to the South line of said Lot 22; thence South 89°25'56" East along the South line of said Lot 22 and said Lot 23, a distance of 800.34 feet to the point of beginning.

EXCEPT County roads.

(Also shown of record as Lot 2 of Boundary Line Adjustment recorded January 1, 2007, under Auditor's File No. 200701040088)

EXHIBIT **A**



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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 27 day of January, 2009.

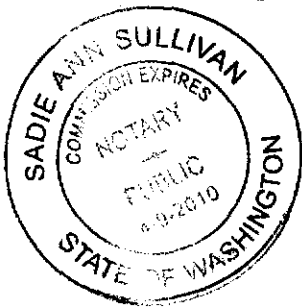
Andrew Young
Andrew Young, individually, and on behalf of the marital community

Tietje Young
Tietje Young, individually and on behalf of the marital community

STATE OF WASHINGTON)
County of Skagit) ss.

I certify that I know or have satisfactory evidence that Andrew Young is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 27th day of January, 2010, 2009.



Sadie Ann Sullivan
NOTARY PUBLIC in and for the State of Washington, residing at Ben, WA
Sadie Ann Sullivan
(Printed or Stamped Name of Notary)
My appointment expires 4/9/10

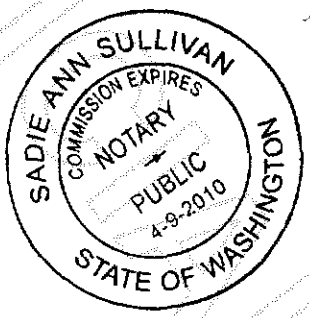


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STATE OF WASHINGTON)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that Tietje Young is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 27th day of January, ~~2009~~ 2010



Sadie Sullivan
NOTARY PUBLIC in and for the State
of Washington, residing at Bow WA
Sadie Sullivan
(Printed or stamped name of Notary)
My appointment expires 4/9/10



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