

Return Address:

Northwest FCS – Salem Agribusiness
P.O. Box 13309
Salem, OR 97309-9831



201211130014
Skagit County Auditor

11/13/2012 Page 1 of 6 10:17AM

Document 1 Title: Modification of Mortgage and Security Agreement

Reference No. 200706280097

GUARDIAN NORTHWEST TITLE CO.

Grantors:

Grantees:

104719

Ring Family Limited Partnership

Northwest Farm Credit Services, PCA

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

Ptns. Sections 22, 23, 26, 27 and 28, Township 35, Range 7; Ptn. Southwest ¼ of Section 16, Township 33, Range 5, Skagit County, WA

Additional legal is on pages 5-6

Assessor's Property Tax Parcel/Account Number:

350722-1-002-0010 (P43132); 350726-1-001-0100 (P114691), 350727-1-001-0016 (P43254);
350728-1-002-0014 (P43279); 330516-3-002-0000 (P18090); 330516-3-001-0001 (P18089)

MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT

NOTICE: THE MORTGAGE MODIFIED HEREBY IS A LINE OF CREDIT MORTGAGE. THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED UNDER THE SECURED OBLIGATIONS (AS DEFINED IN THE MORTGAGE) SECURED HEREBY IS \$27,000,000.00. IN ADDITION, THE MORTGAGE MODIFIED HEREBY SECURES ALL OTHER INDEBTEDNESS EVIDENCED BY THE SECURED OBLIGATIONS OR OTHERWISE CREATED IN CONNECTION WITH THE MORTGAGE AS MODIFIED HEREBY, WHICH INDEBTEDNESS IS POTENTIALLY UNLIMITED. THE SECURED OBLIGATIONS PROVIDE FOR A MATURITY DATE OF NOVEMBER 1, 2022 (EXCLUSIVE OF THE OPTION TO RENEW OR EXTEND).

This Modification of Mortgage (this "Modification"), dated as of November 6, 2012, is made by and between **RING FAMILY LIMITED PARTNERSHIP**, a Washington limited partnership ("Mortgagor"), whose address is 115 2nd Avenue North, Suite 200, Edmonds, WA 98020, and **NORTHWEST FARM CREDIT SERVICES, PCA**, a corporation organized and existing under the laws of the United States ("Mortgagee"), whose address is 1700 South Assembly Street, Spokane, WA 99224-2121, P. O. Box 2515, Spokane, WA 99220-2515.

WHEREAS, on June 27, 2007, a Mortgage and Security Agreement was executed in favor of Mortgagee, which was recorded on June 28, 2007, as Instrument No(s). 200706280097 in the Official Records of Skagit County, Washington (the "Mortgage"), covering the land described on the attached Exhibit A;

WHEREAS, Mortgagee has agreed to make an additional loan(s) to be evidenced by that certain Note and Loan Agreement, dated on or around even date herewith, payable to the order of Mortgagee, in the face principal amount of Twelve Million and No/100 Dollars (\$12,000,000.00) (the "New Note") and the parties wish to acknowledge that the obligations evidenced by the New Note are among the obligations secured by the Mortgage. The obligations secured by the Mortgage are now hereby described as follows:

Note No.	Date of Note	Principal Amount	Final Installment Date
54410-241	June 27, 2007	\$15,000,000.00	June 1, 2017
Note No.	Date of Note	Principal Amount	Final Installment Date
54410-243	November 6, 2012	\$12,000,000.00	November 1, 2022

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound hereby, Mortgagor and Mortgagee now agree to modify the Mortgage as follows.



ARTICLE 1 AMENDMENTS

1.1 Recitals, References and Definitions.

- a. The recitals hereto are incorporated in and made a part of this Modification.
- b. All secured indebtedness described in the Mortgage shall be deemed also to include the New Note.
- c. All references in the Mortgage to the "Mortgage" are deemed to refer to the Mortgage as amended and supplemented by this Modification.
- d. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Mortgage.

ARTICLE 2 MISCELLANEOUS

2.1 Headings. Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.

2.2 Severability. Every provision of this Modification is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Modification shall not in any way affect or impair the remaining provisions of this Modification, which provisions shall remain binding and enforceable.

2.3 Successors and Assigns. This Modification applies to, inures to the benefit of and binds all parties to this Modification, their heirs, legatees, devisees, administrators, executors, successors and assigns.

2.4 Counterparts. This Modification 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.

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, Mortgagor and Mortgagee have duly executed this Modification as of the date first above written.



MORTGAGOR:

RING FAMILY LIMITED PARTNERSHIP

By: Garrett & Ring Management LLC, its general partner

By: Richard E. Stroble
Richard E. Stroble, President

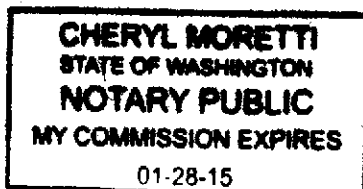
MORTGAGEE:

NORTHWEST FARM CREDIT SERVICES, PCA

By: Erin Dorsey
Authorized Agent

STATE OF WASHINGTON
County of Snohomish)ss.

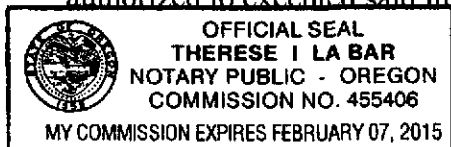
On this 8th day of November, 2012, before me personally appeared Richard E. Stroble, known to me to be the President of Garrett & Ring Management LLC, the general partner of Ring Family Limited Partnership, the limited partnership that executed the within instrument, and acknowledged to me that such limited partnership executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.



Cheryl Moretti
Notary Public for the State of Washington
Residing at Seattle, WA
My commission expires 1-28-15
Printed Name CHERYL MORETTI

STATE OF Oregon
County of Marion)ss.

On this 9th day of November, 2012, before me personally appeared Erin Dorsey, known to me to be an authorized agent of Northwest Farm Credit Services, PCA, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he/she was authorized to execute said instrument.



Therese LaBar
Notary Public for the State of Oregon
Residing at Salem
My commission expires 02/07/15
Printed Name Therese LaBar

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Modification of Mortgage (C



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**EXHIBIT A
PROPERTY DESCRIPTION**

The land referred to herein is situated in the State of Washington, County of Skagit, and is described as follows:

PARCEL "1":

Government Lot 6, LESS public roads; that portion of Government Lot 7, and SE 1/4 NE 1/4 lying West of the certain creek commonly called Mill or Minkler Creek, said creek being the East boundary line of said lands hereby conveyed.

TOGETHER WITH the SE 1/4 and the E 1/2 SW 1/4 EXCEPT a strip of land 100 feet in width, being 50 feet on either side of the centerline of the abandoned Puget Sound & Cascade Railway Co. railroad grade crossing said Lot 7;

AND ALSO EXCEPT that certain tract conveyed to J.E. Peacock and Mildred Peacock, husband and wife, by instrument dated June 28, 1939, and recorded January 29, 1940, under Auditor's File No. 321372, described as follows:

Approximately two acres of land lying North of and along the Puget Sound and Cascade Railway Company's right-of-way, extending a distance of 400 feet West from the Southwest corner of M.V. Wells property; thence North to the Skagit River in Section 22, Township 35 North, Range 7 East, W.M..

AND ALSO EXCEPT that certain tract conveyed to Georgetta A. Savage by instrument dated January 28, 1893, and recorded March 21, 1893, described as follows:

Beginning at a place which is near the Northeast corner of Lot 7, Section 22, Township 35 North, Range 7 East, W.M., the initial point is a fir stake 2 x 3 inches in diameter marked = on the left bank of Minkler or Mill Creek from which the East corner of the Penstock bears magnetic South 60 degrees West, 75 links distant, and an alder tree 5 inches in diameter marked "XXX" bears North 60 degrees East, 6 links distant, and an alder tree 20 inches in diameter marked = bears South 52 degrees 30' East, 107 links distant; thence North 67 degrees 30' East, 138 links to center of Mill Creek; thence South 48 degrees East up center of Mill Creek, 400 links; thence South 42 degrees West, 197 links to fir stake 4 inches in diameter from which a cedar tree 28 inches in diameter bears South 2 degrees West, 14 links distant and a fir stump 60 inches in diameter bears North 88 degrees 45' West, 85 links distant; thence North 88 degrees 45' West, 552 links to a hemlock tree 24 inches in diameter on line, 818 links, a fir stake 2 x 4 inches on left bank of Skagit River from which a cedar stump 48 inches in diameter bears South 88 degrees East, 114 links distant, and an alder tree 6 inches in diameter bears North 28 degrees West, 5 links distant; thence following the meander line as per Government Survey up the left bank of the Skagit River in a Northeasterly direction to the place of beginning.



(ALSO DESCRIBED OF RECORD AS Government Lot 6, LESS public roads; that portion of Government Lot 7, and SE 1/4 NE 1/4, lying West of that certain creek commonly called Mill or Minkler Creek, said creek being the East boundary line of said lands hereby conveyed, EXCEPTING from said Lot 7, 2 1/2 acres of land and a strip of land 100 feet in width, being 50 feet on either side of the centerline of the abandoned Puget Sound and Cascade Railway Co., railroad grade crossing said Lot 7; SE 1/4, E 1/2 SW 1/4)

All in Section 22, Township 35 North, Range 7 East, W.M.

PARCEL "2"

That portion of the S 1/2 S 1/2 and the NE 1/4 SE 1/4, Section 23, Township 35 North, Range 7 East, W.M., all lying Southerly and Westerly of Mill Creek.

PARCEL "3":

Government Lots 1, 2 and 3, S 1/2 NE 1/4, E 1/2 SE 1/4, W 1/2 SW 1/4; Government Lot 4, SW 1/4 NW 1/4, E 1/2 SW 1/4, W 1/2 SE 1/4;

EXCEPT any portion lying East of Mill Creek.

Section 26, Township 35 North, Range 7 East, W.M.

PARCEL "4":

N 1/2 and SE 1/4, Section 27, Township 35 North, Range 7 East, W.M.

PARCEL "5":

E 1/2 NE 1/4, Section 28, Township 35 North, Range 7 East, W.M.

PARCEL "6":

NW 1/4 SW 1/4, Section 16, Township 33 North, Range 5 East, W.M., EXCEPT road right-of-way known as the Lake Cavanaugh Road.

PARCEL "7":

The SE 1/4 and the NE 1/4 of the SW 1/4, Section 16, Township 33 North, Range 5 East, W.M.

Tax Account Nos.: 350722-1-002-0010 (P43132); 350726-1-001-0100 (P114691), 350727-1-001-0016 (P43254); 350728-1-002-0014 (P43279); 330516-3-002-0000 (P18090); 330516-3-001-0001 (P18089)

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Modification of Mortgage (CIF No. 54410)



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