UNOFFICIAL DOCUMENT

201303280128
Skagit County Auditor
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After Recording Return to:

Ms. Kathy Green
Skagit Farmers Supply
P.O. Box 266
Burlington, WA 98233

Mortgage

Grantors:	**Hayton, Robert L.** **Hughes-Hayton, Susan B.**
Grantee:	**Skagit Farmers Supply**
Abbreviated Legal Description:	**A=Ptn Sec.13&24-34-2 E W.M.&Sec.18&19-34-3 E W.M.; B=Ptn NE 1/4, 17-34-3 E W.M.; D=Sec.22&23-33-3 E W.M.**
Tax Parcel Number(s):	**340213-0-005-0400, Property ID No P119696;** **340213-0-002-0600, Property ID No. P119903;** **340213-0-005-0500, Property ID No. P119905;** **340213-0-004-0009, Property ID No. P20307;** **340213-0-006-0007, Property ID No. P20309;** **340213-4-001-0004, Property ID No. P20316;** **340213-4-002-0003, Property ID No. P20317;** **340318-3-002-0009, Property ID No. P22124;** **340318-2-003-0000, Property ID No. P22122;** **340318-0-003-0004, Property ID No. P22109;** **340318-0-004-0003, Property ID No. P22110;** **340318-0-005-0002, Property ID No. P22111;** **340317-0-002-0006, Property ID No. P22077** **340317-0-003-0104, Property ID No. P22079** **340317-1-001-0005, Property ID No. P22088;** **340317-1-002-0004, Property ID No. P22089;** **340317-0-001-0007, Property ID No. P22076;**

330322-0-012-0008, Property ID No. P16001;
330322-1-004-0006, Property ID No. P16010;
330323-4-003-0000, Property ID No. P16037;
330323-3-003-0002, Property ID No. P16033;
330323-3-002-0003, Property ID No. P16032;
330323-3-001-0004, Property ID No. P16031;
330323-2-004-0003, Property ID No. P16030;
330323-2-003-0004, Property ID No. P16029;
330323-2-002-0005, Property ID No. P16028;
330323-1-008-0001, Property ID No. P16025;
330323-1-006-0003, Property ID No. P16023.

MORTGAGE

The undersigned Mortgagors, ROBERT L. HAYTON AND SUSAN B. HUGHES-HAYTON, husband and wife ("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 of even date herewith, including, but not limited to, the payment of the sum of NINE HUNDRED SEVEN THOUSAND SEVEN HUNDRED AND 70/100 DOLLARS ($907,700.70), plus interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Mortgagee or order, and all renewals, modifications and extensions thereof, and also such further credit granted or sums as may be advanced or loaned by Mortgagee to Mortgagor or any of his successors or assigns, together with interest thereon at such rate as by law permitted, the following described real property in Skagit County Washington, the legal description of which is:

Attached hereto as Exhibit A and incorporated by reference herein.

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 secure 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.

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

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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 21 day of March, 2013.

Robert L Hayton
Robert L. Hayton

Susan B Hughes-Hayton
Susan B. Hughes-Hayton

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

THIS IS TO CERTIFY that on the 21st day of March, 2013 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Robert L. Hayton personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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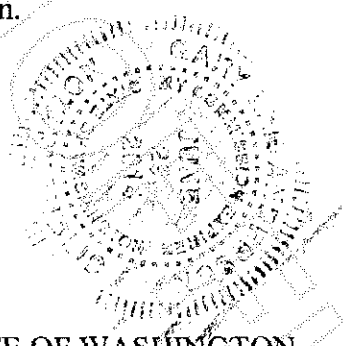
WITNESS MY HAND and official seal the day and year in this certificate first above written.

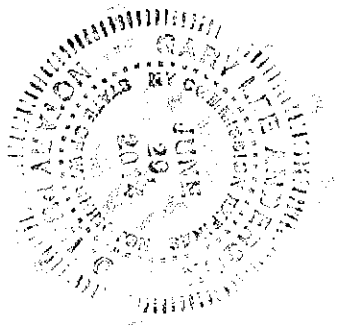


Gary Lee Anderson
Print Name: Gary Lee Anderson
Notary Public in and for the
State of Washington, residing at
Mount Vernon, WA
Expiration Date: June 29, 2014

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

THIS IS TO CERTIFY that on the 21st day of March, 2013 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Susan B. Hughes-Hayton personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Gary Lee Anderson
Print Name: Gary Lee Anderson
Notary Public in and for the
State of Washington, residing at
Mount Vernon, WA
Expiration Date: June 29, 2014

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EXHIBIT A

DESCRIPTION:

PARCEL A:

A portion of Lot 4 of Short Plat No. PL00-0408, as approved July 31, 2002 and recorded under Auditor's File No. 200208010118, records of Skagit County, Washington, being in Sections 13 and 24, Township 34 North, Range 2 East, W.M., and also in Section 19, Township 34 North, Range 3 East, W.M.

AND ALSO a portion of Lot 4 of Short Plat No. PL02-0485, as approved September 13, 2002 and recorded under Auditor's File No. 200209160059, records of Skagit County, Washington, being in Section 13, Township 34 North, Range 2 East, W.M., and also in Section 18, Township 34 North, Range 3 East, W.M., said portion of Lot 4 of Short Plat No. PL00-0408 and said Lot 4 of Short Plat No. PL02-0485, lying Northerly and Easterly of the following described line:

Beginning at the Southeast corner of said Lot 4, Short Plat No. PL02-0485;
thence Westerly along the South line of said Lot 4 to the Southeast corner of said Section 13, as shown on the "PLAT OF SKAGIT BEACH NO. 1," as per plat recorded in Volume 8 of Plats, page 71, records of Skagit County, Washington;
thence North 89°21'46" West 2,070.66 feet along an existing ditch to a line that is 40 feet East of and parallel with the East line of said PLAT OF SKAGIT BEACH NO. 1";
thence North 45°28'30" East 142.20 feet along said parallel line;
thence North 24°38'30" East 239.26 feet along said parallel line;
thence North 04°26'30" West 298.01 feet along said parallel line;
thence North 14°57'00" East 213.60 feet along said parallel line to an existing ditch;
thence South 88°35'37" East 552.13 feet along said ditch;
thence North 75°40'36" East 31.97 feet along said ditch;
thence North 60°30'11" East 94.00 feet along said ditch;
thence North 00°00'00" West 1,375.31 feet to an existing ditch;
thence North 49°40'18" West 93.40 feet along said ditch;
thence North 62°34'07" West 48.57 feet along said ditch;
thence North 72°31'43" West 35.22 feet along said ditch;
thence North 62°29'38" West 32.82 feet along said ditch;
thence North 48°48'39" West 51.56 feet along said ditch;
thence North 54°12'12" West 79.38 feet along said ditch;
thence North 80°52'14" West 59.94 feet along said ditch;
thence South 75°58'30" West 110.80 feet along said ditch;
thence North 72°37'53" West 67.46 feet along said ditch;
thence North 63°44'03" West 102.39 feet along said ditch;
thence North 43°11'28" West 98.98 feet along said ditch;
thence North 31°52'08" West 107.10 feet along said ditch;
thence North 16°33'40" West 125.70 feet along said ditch;
thence North 04°10'20" East 153.90 feet along said ditch;
thence North 28°53'43" East 156.41 feet along said ditch;
thence North 16°42'45" East 105.13 feet along said ditch;
thence North 00°35'19" West 108.97 feet along said ditch;
thence North 07°31'33" West 141.06 feet along said ditch;

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DESCRIPTION:
PARCEL A continued:

thence North 05°34'37" East 103.70 feet along said ditch;
thence North 18°28'35" East 114.83 feet along said ditch;
thence North 33°05'56" East 101.50 feet along said ditch;
thence North 45°42'52" East 98.54 feet along said ditch;
thence North 38°10'50" East 59.78 feet along said ditch;
thence North 21°25'46" East 30.65 feet along said ditch;
thence North 17°35'36" East 40 feet, more or less, to the North line of said Lot 4, Short Plat No. PL02-0485, and the terminus of said line.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities for agricultural and farming purposes only over, across, under and through the East 30 feet of that portion of Lot 4 of Short Plat No. PL00-0408, as approved on July 31, 2002, and recorded under Auditor's File No. 200208010118, records of Skagit County, Washington, lying within Government Lots 1 and 2 of Section 19, Township 34 North, Range 3 East, W.M.

A non-exclusive easement for ingress, egress and utilities for agricultural and farming purposes only, over, across, under and through a strip of land 30 feet in width lying Easterly of and adjacent to the West line of that portion of Lot 4, Short Plat No. PL00-0408, as approved on July 31, 2002, and recorded under Auditor's File No. 200208010118, records of Skagit County, Washington, lying within Government Lot 1 of Section 24, Township 34 North, Range 2 East, W.M., and Government Lot 7, of Section 13, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

An easement 30 feet in width lying Easterly and Southerly of the following described line:

Beginning at a point which bears North 89°21'46" West, a distance of 2,070.66 feet from the Southeast corner of said Section 13, as shown on the "PLAT OF SKAGIT BEACH NO. 1," as per plat recorded in Volume 8 of Plats, page 71, records of Skagit County, Washington, and which point is the most Southwesterly corner of that fee tract of land conveyed hereinabove to Hayton Farms, Grantee from Triple J Enterprises, Grantor;
thence North 45°28'30" East along the Westerly line of the hereinabove described Triple J Enterprises to Hayton Farms conveyance, a distance of 42.31 feet to the true point of beginning of this Easement Line Description;
thence North 89°21'46" West, a distance of 56.41 feet to a point on the Westerly line of said Lot 4 of Short Plat No. PL00-0408, and on the Easterly line of Tract "E" of said "PLAT OF SKAGIT BEACH NO. 1";
thence South 45°28'30" West along the East line of said Tract "E", a distance of 244.83 feet to the most Southeasterly corner of said Tract "E";
thence Southerly and Westerly along the Easterly line of Tract "A", of said PLAT OF SKAGIT BEACH NO. 1"; along the following courses and distances: South 9°44' West, a distance of 236.01 feet; South 86°00'30" West, a distance of 274.92 feet; South 22°40'30" West, a distance of 50.00 feet, more or less, to a point 15 feet Southerly of the centerline of an existing driveway access and which point is the terminus of this easement description.

Situate in the County of Skagit, State of Washington.

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DESCRIPTION:
PARCEL "B":

That portion of the Northeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a point on the Section line 1,012.3 feet South of the Northeast corner of said Section 17;
thence North 0°20' West 1,012.3 feet to the Section corner;
thence North 89°36' West on the Section line, 1,049.3 feet to an iron pipe;
thence South 1,015.3 feet to an iron pipe;
thence East 1,049.6 feet, more or less, to an iron pipe and the point of beginning,

EXCEPT the East 30 feet conveyed to Skagit County by instrument recorded September 27, 1966, under Auditor's File No. 688740.

EXCEPTING from the remainder the East 700 feet of the North 250 feet thereof lying Southerly of the as built and existing County road known as Young Road.

ALSO, that portion of the Southwest ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of said Southwest ¼ of the Northeast ¼;
thence North 89°36' West along the South line of said Southwest ¼ of the Northeast ¼, 953.2 feet;
thence North 0°6' West 1,327.2 feet to the North line of said Southwest ¼ of the Northeast ¼;
thence South 89°22' East 953.2 feet to the Northeast corner of said Southwest ¼ of the Northeast ¼;
thence South 0°6' East 1,323.5 feet to the point of beginning.

ALSO, a strip of land 16 feet wide and lying Northwesterly of, along and adjoining the following described line:

Beginning at a point which bears South 89°36' East 1,630.7 feet and South 1,015.3 feet from the North ¼ corner of Section 17, Township 34 North, Range 3 East, W.M.;
thence Southwesterly in a straight line 414.1 feet to the center 1/16th corner of the Northeast ¼ of said Section 17 and the terminal point of said line;

ALSO, that portion of the Northwest ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at an iron pipe on the Section line 802.5 feet East of the quarter section corner between Sections 8 and 17 and said Township and Range;
thence North 89°36' West 802.5 feet to said quarter section corner;
thence South on the quarter section line 1,323.8 feet;
thence East on the 1/16th line 802.5 feet;
thence North 1,322 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington

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DESCRIPTION:
PARCEL "C":

That portion of the North ½ of the Northeast ¼ of Section 17, Township 34 North, Range 3 East, W.M., described as follows:

Beginning on the Section line at an iron pipe 802.5 feet East of the quarter corner between Sections 8 and 17 in said Township and Range;
thence South 89°36' East along said section line 828.2 feet to an iron pipe;
thence South 1,015.3 feet to an iron pipe;
thence Southwesterly 414.1 feet to the center 1/16th corner in the Northeast ¼ of said Section 17;
thence West 528.7 feet to an iron pipe;
thence North 1,322 feet, more or less, to the point of beginning,

EXCEPT the following tract:

A strip of land 16 feet in width and lying Northwesterly of, along and adjoining the following line, to-wit:

Beginning at a point which bears from the North quarter corner of Section 17, Township 34 North, Range 3 East, W.M., as follows: South 89°36' East 1,630.7 feet and South 1,015.3 feet;
thence from said point of beginning run Southwesterly in a straight line 444.1 feet to the center 1/16th corner in the Northeast ¼ of said Section.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

An undivided 2/3 interest in and to the following described property:

That portion of Government Lots 8 and 9, lying East of Dry Slough, Section 22, Township 33 North, Range 3 East, W.M.

That portion of the Southeast ¼ of the Northeast ¼, Section 22, Township 33 North, Range 3 East, W.M., Southeasterly of Dry Slough.

The North ½ of the Northwest ¼, South and East of Dry Slough, Section 23, Township 33 North, Range 3 East, W.M.

The South ½ of the Southwest ¼, Northwesterly of McDonald's Slough, Section 23, Township 33 North, Range 3 East, W.M.

The Southeast ¼ of the Northwest ¼, Section 23, Township 33 North, Range 3 East, W.M.

The Northwest ¼ of the Southwest ¼, Section 23, Township 33 North, Range 3 East, W.M.

The Southwest ¼ of the Northwest ¼, Section 23, Township 33 North, Range 3 East, W.M.

The Northeast ¼ of the Southwest ¼, Section 23, Township 33 North, Range 3 East, W.M.

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DESCRIPTION:
PARCEL D continued:

That portion of the Southwest ¼ of the Northeast ¼, West of McDonald's Slough, Section 23, Township 33 North, Range 3 East, W.M.

That portion of the Northwest ¼ of the Northeast ¼, Section 23, Township 33 North, Range 3 East, W.M. West of McDonald's Slough.

That portion of the **Northwest** ¼ of the Southeast ¼, Section 23, Township 33 North, Range 3 East, W.M., West of McDonald's Slough.

EXCEPT from the above described premises, all dike and road rights of way.

Situate in the County of Skagit, State of Washington.

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