



Skagit County Auditor \$154.00  
 5/10/2013 Page 1 of 11 3:27PM



FILE# 7802474  
 YAKIMA COUNTY, WA  
 05/08/2013 02:49:54PM  
 MODIFICATION  
 PAGES: 10  
 FIDELITY TITLE COMPANY

Return Address:  
 NWFCS-Pasco  
 9530 Bedford Street  
 Pasco, WA 99301

Recording Fee: 81.00

CHICAGO TITLE  
 620018565-M

ACCOMMODATION RECORDING

**Document 1 Title:** Modification of Mortgage 180036  
 Ref. # 200909090042 (Skagit); Ref. # 7666778 (Yakima)  
**Grantors:** Northwest Horticulture, LLC  
**Grantees:** Northwest Farm Credit Services, PCA

**Document 2 Title:** Modification of Fixture Filing  
 Ref. # 7666779 (Yakima)  
**Grantors:** Northwest Horticulture, LLC  
**Grantees:** Northwest Farm Credit Services, PCA

File # 7802475  
 UCC MISC  
 05/08/2013 02:49:53PM

**Legal description:**

Skagit County, 190 property: Section 13, Township 34, Range 3; ptn. NE1/4 and Section 18, Township 34, Range 4; ptn. Government Lot 1  
Yakima County, Mabton Greenhouse property: Parcel A: Ptn of NESW and SENW of Sec 6, Twn 8, Rg 23; Parcel B: Ptn of Government Lots 5, 6 and 7 in Sec 6, Twn 8, Rg 23

Additional legal is on pages: 6-7

**Assessor's Property Tax Parcel/Account Numbers:**

Skagit County, 190 property: 340418-2-004-0100; 340313-1-061-0008;  
 340313-1-059-0002; 340313-0-058-0102  
Yakima County, Mabton Greenhouse property: 230806-31007; 230806-32001

Chicago Title has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

Modification of Mortgage (043793)

**MODIFICATION OF MORTGAGE AND FIXTURE FILING**

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 \$15,500,000.00. 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 MARCH 1, 2014 (EXCLUSIVE OF THE OPTION TO RENEW OR EXTEND).

This Modification of Mortgage and Fixture Filing (this "Modification"), dated as of April 12, 2013, is made by and between **NORTHWEST HORTICULTURE, LLC**, a Washington limited liability company ("Mortgagor"), whose address is 14113 Riverbend Road, Mount Vernon, WA 98273, 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 8, 2009, a Mortgage and Fixture Filing was executed in favor of Mortgagee, which was recorded on September 9, 2009, as Instrument No(s). 200909090042 in the Official Records of Skagit County, Washington and recorded on September 9, 2009, as Instrument No(s). 7666778 and 7666779 in the Official Records of Yakima County, Washington (the "Mortgage"), covering the land described on the attached Exhibit A;

WHEREAS, Mortgagee has agreed to renew an existing note(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 Fifteen Million Five Hundred Thousand and No/100 Dollars (\$15,500,000.00) (the "Renewed Note") and the parties wish to acknowledge that the obligations evidenced by the Renewed Note are 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
43793-144	April 12, 2013	\$15,500,000.00	March 1, 2014

WHEREAS, the second paragraph in Section 3.1 of the Mortgage is hereby amended in its entirety by substitution of the following:

This Mortgage secures the sum of the Secured Obligations owed to Mortgagee as of the date hereof and shall secure additional loans, extensions of credit and advances made by Mortgagee. The continuing validity and priority of this Mortgage shall not be impaired by the fact that at certain times no outstanding indebtedness to Mortgagee or commitments from Mortgagee to make future loans, extensions of credit or advances exists.

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 I  
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 Renewed

Note.

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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.

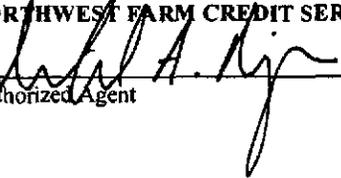
**MORTGAGOR:  
NORTHWEST HORTICULTURE, LLC**

By:   
Stanley L. Baty, Manager

By: \_\_\_\_\_  
Gary E. Gigot, Manager

By: \_\_\_\_\_  
Thad C. Berger, Manager

**MORTGAGEE:  
NORTHWEST FARM CREDIT SERVICES, PCA**

By:   
Authorized Agent

Modification of Mortgage (043793)



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By: \_\_\_\_\_  
Stanley L. Baty, Manager

By: \_\_\_\_\_  
Gary E. Gigot, Manager

By: \_\_\_\_\_  
Thad C. Berger, Manager

**MORTGAGEE:  
NORTHWEST FARM CREDIT SERVICES, PCA**

By \_\_\_\_\_  
Authorized Agent

Modification of Mortgage (043793)



201305100112

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By: \_\_\_\_\_  
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By: \_\_\_\_\_  
Gary E. Gigot, Manager

By: Thad C. Berger  
Thad C. Berger, Manager

**MORTGAGEE:  
NORTHWEST FARM CREDIT SERVICES, PCA**

By: \_\_\_\_\_  
Authorized Agent

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STATE OF Washington )  
 )ss.  
County of King )

On this 26 day of April, 2013, before me personally appeared Stanley L. Baty, known to me to be a manager in Northwest Horticulture, LLC, a Washington limited liability company which executed the within instrument, and acknowledged that he executed the same as such manager and in the limited liability company's name freely and voluntarily.

NOTARY PUBLIC  
STATE OF WASHINGTON  
RACHAEL RUBIO  
COMMISSION EXPIRES 10-12-16

Rachael Rubio  
Notary Public for the State of Washington  
Residing at Seattle King County  
My commission expires 10-12-16  
Printed Name Rachael Rubio

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared Gary E. Gigot, known to me to be a manager in Northwest Horticulture, LLC, a Washington limited liability company which executed the within instrument, and acknowledged that he executed the same as such manager and in the limited liability company's name freely and voluntarily.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared Thad C. Berger, known to me to be a manager in Northwest Horticulture, LLC, a Washington limited liability company which executed the within instrument, and acknowledged that he executed the same as such manager and in the limited liability company's name freely and voluntarily.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Printed Name \_\_\_\_\_

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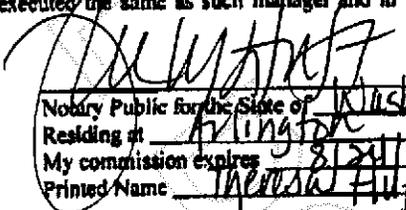
STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared Stanley L. Bary, known to me to be a manager in Northwest Horticulture, LLC, a Washington limited liability company which executed the within instrument, and acknowledged that he executed the same as such manager and in the limited liability company's name freely and voluntarily.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Printed Name \_\_\_\_\_

STATE OF Washington )  
 )ss.  
County of Skagit )

On this 26 day of April, 2013, before me personally appeared Gary E. Gigot, known to me to be a manager in Northwest Horticulture, LLC, a Washington limited liability company which executed the within instrument, and acknowledged that he executed the same as such manager and in the limited liability company's name freely and voluntarily.

  
\_\_\_\_\_  
Notary Public for the State of Washington  
Residing at Arlington  
My commission expires 8/24/14  
Printed Name Theresa Huff

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared Thad C. Berger, known to me to be a manager in Northwest Horticulture, LLC, a Washington limited liability company which executed the within instrument, and acknowledged that he executed the same as such manager and in the limited liability company's name freely and voluntarily.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Printed Name \_\_\_\_\_



Modification of Mortgage (043793)



STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared Stanley L. Baty, known to me to be a manager in Northwest Horticulture, LLC, a Washington limited liability company which executed the within instrument, and acknowledged that he executed the same as such manager and in the limited liability company's name freely and voluntarily.

Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared Gary E. Gigot, known to me to be a manager in Northwest Horticulture, LLC, a Washington limited liability company which executed the within instrument, and acknowledged that he executed the same as such manager and in the limited liability company's name freely and voluntarily.

Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Printed Name \_\_\_\_\_

STATE OF WA )  
 )ss.  
County of Snohomish )

On this 23<sup>rd</sup> day of April, 2013, before me personally appeared Thad C. Berger, known to me to be a manager in Northwest Horticulture, LLC, a Washington limited liability company which executed the within instrument, and acknowledged that he executed the same as such manager and in the limited liability company's name freely and voluntarily.

Patricia B. Mangano  
Notary Public for the State of WA  
Residing at Mukilteo WA 98275  
My commission expires 11-11-14  
Printed Name PATRICIA B MANGANO



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**EXHIBIT A  
PROPERTY DESCRIPTION**

**SKAGIT COUNTY 190 PROPERTY:**

**Parcel "A"**

That portion of Government Lot 1, Section 18, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point 40 feet South of the Northwest corner of said Lot 1; thence South, 330 feet along the West line of said Lot 1; thence East, 132 feet; thence North, 330 feet to a point 40 feet South of the North line of said Lot 1; thence West, 132 feet to the point of beginning.

Situated in Skagit County, Washington

**Parcel "B"**

The North 1/2 of the North 1/2 of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East of the Willamette Meridian; EXCEPT dike and ditch rights-of-ways, if any; AND EXCEPT the following described tracts:

(1) Beginning at the Northwest corner of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East of the Willamette Meridian; thence East along the North line of said Northeast 1/4, a distance of 52 rods (858 feet); thence South parallel with the West line of said Northeast 1/4 of the South line of the North 1/2 of the North 1/2 of the Northeast 1/4; thence West parallel with the North line of said Northeast 1/4, 52 rods. (858 feet), more or less, to the West line of said Northeast 1/4; thence North along the said West line to the point of beginning; (said tract being that certain tract of land conveyed by E.H. Thompson, et ux, to Alfred Johnson by Deed recorded under Auditor's File No. 103415 records of Skagit County, Washington, in Volume 97 of Deeds, Page 240, records of Skagit County, Washington, said Deed containing an erroneous legal description.)

(2) Beginning at the Northeast corner of Section 13, Township 34 North, Range 3 East of the Willamette Meridian; thence South 83 degrees 31' West along the North section line, a distance of 1,273.6 feet, more or less, to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section; thence South along the West line of said Northeast 1/4 of the Northeast 1/4, a distance of 160.6 feet; thence South 89 degrees 33' East, 1275 feet, more or less, to the East Section line of said Section 13; thence North along the East Section line to the point of beginning; EXCEPT the East 40 feet thereof.

(3) That portion of the Northwest 1/4 of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East of the Willamette Meridian., described as follows:

Beginning at the Northwest corner of said Northwest 1/4 of the Northeast 1/4; thence North 83 degrees 40'02" East 1,193.75 feet along the North line of said Section 13, to a point that is South 83 degrees 40'02" West, 1,285.18 feet from the Northeast corner of said Section 13; thence South 0 degrees 19'30" East, 153.92 feet to a point that is South 88 degrees 55'36" East from the point of beginning; thence North 88 degrees 55'36" West, 1187.55 feet to the true point of beginning.

Situated in Skagit County, Washington

**Parcel "C"**

All that portion of the South 1/2 of the North 1/2 of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East of the Willamette Meridian, lying North of the following described line:

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Beginning at a point 386 feet, South 0 degrees 40' East of the Northeast corner of the South 60 rods (990 feet) of Lot 1, said Section 13, on the East line of said Lot 1; thence running Eastward North 89 degrees 45' East, 2,488 feet, more or less, to the East line of the Northeast 1/4 of said Section 13; EXCEPT that portion thereof lying West of the following described line:

Commencing on the North line of said Section 13, 52 rods (858 feet) East of the centerline thereof and extending Southerly and parallel with the centerline of said Section 13, to a point of intersection with the first line above described.

Situated in Skagit County, Washington

Parcel "D"

The East 40 feet of the North 1/2 of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East of the Willamette Meridian; EXCEPT that portion thereof conveyed to Skagit County by deed recorded under Auditor's File No. 9505080057, records of Skagit County, Washington.

Situated in Skagit County, Washington

Tax Account Nos.: 340418-2-004-0100; 340313-1-061-0008; 340313-1-059-0002;  
340313-0-058-0102

YAKIMA COUNTY MABTON GREENHOUSE PROPERTY:

PARCEL A:

The West 1/2 of the Northeast 1/4 of the Southwest 1/4 and that part of the West 1/2 of the Southeast 1/4 of the Northwest 1/4, lying Southerly of the Northern Pacific Railway right-of-way, EXCEPT right-of-way conveyed to the State of Washington for highway under Auditor's File Number 1646322; AND That part of Government Lot 5, lying Southerly of the Northern Pacific Railway right-of-way; Government Lot 6; and the North 33 feet of Government Lot 7; EXCEPT the West 770 feet of said Government Lots 5, 6 and 7; AND EXCEPT right-of-way for said highway; All in Section 6, Township 8 North, Range 23, E.W.M.

Situated in Yakima County, State of Washington.

PARCEL B:

The West 770 feet of the following:  
That part of Government Lot 5, lying Southerly of the Northwest Pacific Railway right-of-way; Government Lot 6; and the North 33 feet of Government Lot 7;  
All in Section 6, Township 8 North, Range 23, E.W.M.;  
EXCEPT right-of-way conveyed to the State of Washington for highway under Auditor's File Number 1646322;  
AND EXCEPTING THEREFROM, right-of-way for County Road along the West side thereof.

Situated in Yakima County, State of Washington. Tax Parcel Nos. 230806-31007; 230806-32001

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UNOFFICIAL DOCUMENT



201305100112

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\$154.00

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3:27PM

This is to certify that the foregoing is a true copy of a record on file in the office of the Auditor of Yakima County, Washington.

Filed for record in this office on the 8 day of May, 2013, at record location number 780474 780475

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8 day of May, 2013.

Corky Mattingly Yakima County Auditor

BY:

Janice Buchter  
Deputy Auditor