



201308190032

RETURN ADDRESS:
The Bank of the Pacific
Loan Service Department
PO Box 1826
Aberdeen, WA 98520

Skagit County Auditor \$78.00
8/19/2013 Page 1 of 5 11:32AM

LAND TITLE OF SKAGIT COUNTY

201203360047 MODIFICATION OF MORTGAGE

Reference # (if applicable): 141491-S Additional on page ____

Grantor(s):
1. ERICKSON FARMS, INC

141491-S

Grantee(s)
1. BANK OF THE PACIFIC

Legal Description: Ptn S 1/2 SW 1/4 and SW 1/4 SE 1/4; Sec. 19-34-3; and Ptn NE 1/4 NW 1/4; Sec. 17-34-3; and Ptn N 1/2; Sec. 29-34-3

Additional on page ____

Assessor's Tax Parcel ID#: 340319-0-013-0001, P22158; 340319-3-003-0007, P22173;
340319-0-014-0000, P22159; 340319-0-007-0009, P22148; 340317-02-001-0003, P22091;
340329-0-008-0006, P22890

THIS MODIFICATION OF MORTGAGE dated August 9, 2013, is made and executed between ERICKSON FARMS, INC; A Washington Corporation (referred to below as "Grantor") and BANK OF THE PACIFIC, whose mailing address is 4124 HANNEGAN ROAD, BELLINGHAM, WA 98226 (referred to below as "Lender").

UNRECORDED DOCUMENT

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 110354101

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MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 29, 2012 (the "Mortgage") which has been recorded in SKAGIT County, State of Washington, as follows:

Recorded March 30, 2012 in Skagit County, WA with Recording No. 201203300047.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SKAGIT County, State of Washington:

See SCHEDULE A-1, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as CROPLAND LOCATED OFF OF RING LANE, MOUNT VERNON, WA 98273. The Real Property tax identification number is 340319-0-013-0001, P22158; 340319-3-003-0007, P22173; 340319-0-014-0000, P22159; 340319-0-007-0009, P22148; 340317-02-001-0003, P22091; 340329-0-008-0006, P22890.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows: ****See Page 3 ****

Revising the legal description to exclude a subsequently released parcel and to include additional parcels of land.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 9, 2013.

GRANTOR:

ERICKSON FARMS, INC

By: [Signature]
MARK ERICKSON, President/Sec/Treas of ERICKSON FARMS, INC

By: [Signature]
KELLY PETH, Vice President of ERICKSON FARMS, INC

LENDER:

BANK OF THE PACIFIC

X [Signature]
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

On this 13th day of August, 20 13, before me, the undersigned Notary Public, personally appeared MARK ERICKSON, President/Sec/Treas of ERICKSON FARMS, INC and KELLY PETH, Vice President of ERICKSON FARMS, INC, and personally known to me or proved to me on the basis of satisfactory evidence to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

[Signature]
Notary Public in and for the State of WA

Residing at [Signature]
My commission expires 6/8/14



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 110354101

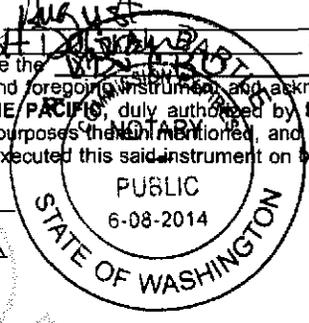
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LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

On this 15th day of August, 20 13, before me, the undersigned Notary Public, personally appeared Scott J. Skarabog and personally known to me or proved to me on the basis of satisfactory evidence to be the authorized agent for BANK OF THE PACIFIC, authorized agent for **BANK OF THE PACIFIC** that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of **BANK OF THE PACIFIC**, duly authorized by **BANK OF THE PACIFIC** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **BANK OF THE PACIFIC**.

By [Signature] Residing at Sanwood Way
Notary Public in and for the State of WA My commission expires 6/8/14



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This Modification of Deed of Trust amends the Deed of Trust dated March 29, 2012, with the following amendments:

Spread to Additional property: The Deed of Trust is hereby modified to add property and release property as described below, reflected in Revised Legal description attached hereto. For this purpose, Borrower hereby grants, transfers, conveys, and assigns, to trustee, in trust, with power of sale and right of entry and possession, a security interest in all estate, right, title and interest that borrower now has or may later acquire in the additional property, subject to and in accordance with all of the other terms set forth in the Deed of Trust.



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DESCRIPTION:

PARCEL "A":

That portion of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Northeast corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;
thence West along the North line of said subdivision, a distance of 2,935.75 feet;
thence South $0^{\circ}06'$; West, a distance of 817 feet;
thence East parallel with the North line of said subdivision, a distance of 2,935.78 feet to the East line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;
thence North along said East line, a distance of 817 feet to the point of beginning,

EXCEPT roads and ditch rights of way,

AND EXCEPT that portion conveyed to Skagit County for road purposes by Deed recorded January 23, 1976, under Auditor's File No. 829147.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 3 East, W.M., EXCEPT ditch and County road rights of way.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of Section 29, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a point 2,417.3 feet South and 1,231.5 feet East of the Northwest corner of said Section 29;
thence North 1,839 feet, more or less, to the bank of Calhoun Slough;
thence North to the centerline of said Calhoun Slough;
thence Easterly along centerline of said Calhoun Slough to the North and South centerline of said Section 29;
thence South to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section;
thence East to the center of Calhoun Slough;
thence Southerly following the center of the slough to a point East of the point of beginning;
thence West to the bank of said Calhoun Slough;
thence West 1,092.6 feet, more or less, to the point of beginning,

EXCEPT ditch right of way.



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DESCRIPTION CONTINUED:

TOGETHER WITH a non-exclusive easement for ingress and egress and road purposes as said easement is set forth in those certain instruments recorded under Auditor's File Nos. 409590 and 409591, records of Skagit County, Washington.

TOGETHER WITH an easement for ingress and egress as set forth in instrument recorded July 6, 1981, under Auditor's File No. 8107060042.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

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