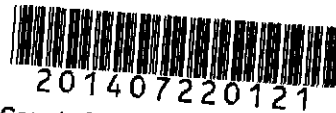


Return Address:  
Northwest FCS-Burlington  
265 East George Hopper Road  
Burlington, WA 98233



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**Document 1 Title: Modification of Line of Credit Mortgage**

Reference Nos: 201008090069

Additional Reference #s on page: N/A

**Grantors:**

DeVries Dairy Limited Partnership

**Grantees:**

Northwest Farm Credit Services, PCA

Additional Grantors on page: N/A

Additional Grantees on page: N/A

**Document 2 Title: N/A**

Reference Nos:

Additional Reference #s on page:

**Grantors:**

**Grantees:**

Additional Grantors on page:

Additional Grantees on page:

**Abbreviated Legal Description:**

Government Lot 6, and a portion of Government Lot 5 in Sec 4, Twp 34N, Rge 4 EWM; Lot 3 of SP 91-014 in Sec 2 & 3, Twp 34N, Rge 4 EWM; Ptn E/s, Sec 2, T34N, R4E W.M. and Ptn W/2, Sec 1, T34N, R4E W.M., in Skagit Co., WA

Additional legal is on page: 6-9

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

340404-0-011-0009/P23493, 340404-0-008-0004/P23489, 340404-0-028-0000/P23512, 340402-3-002-0204/P99048, 340403-4-001-0004/P23472, 340403-4-003-0002/P23474, 340402-1-002-0000/P23430, 340401-3-009-0100/P109409

Modification of Line of Credit Mortgage  
(DeVries Dairy Limited Partnership/Note Nos. 6035848, 6035851 & 6079104)

## MODIFICATION OF LINE OF CREDIT MORTGAGE

This Modification of Line of Credit Mortgage (this "Modification"), dated as of July 17, 2014, is made by and between **DeVries Dairy Limited Partnership**, a Limited Partnership ("Mortgagor"), whose address is 12797 Thillberg 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**, a Line of Credit Mortgage dated August 6, 2010 was executed in favor of Mortgagee, which was recorded on August 9, 2010 under Auditor's File No. 201008090069 in the Official Records of Skagit County, Washington (as modified, amended or restated, 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 One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00) and 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 One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) (collectively, the "Renewed Note") and the parties wish to acknowledge that the obligations evidenced by the Renewed Note are secured by the Mortgage.

**WHEREAS**, the obligations secured by the Mortgage are now hereby described as follows:

<b>Note No.</b>	<b>Date of Note</b>	<b>Principal Amount</b>	<b>Final Installment Date</b>
6079104	August 6, 2010	\$750,000.00	September 1, 2017
<b>Note No.</b>	<b>Date of Note</b>	<b>Principal Amount</b>	<b>Final Installment Date</b>
6035848	July 17, 2014	\$1,100,000.00	July 1, 2017
<b>Note No.</b>	<b>Date of Note</b>	<b>Principal Amount</b>	<b>Final Installment Date</b>
6035851	July 17, 2014	\$1,200,000.00	July 1, 2017

In addition, this Mortgage is intended to secure future loans and advances made by Mortgagee, no matter how evidenced. The continuing validity and priority of this Mortgage for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Mortgagee nor commitment from Mortgagee to make future loans exist.

**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 Renewed Note.

Modification of Line of Credit Mortgage  
(DeVries Dairy Limited Partnership/Note Nos. 6035848, 6035851 & 6079104)



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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.

**2.5 WAIVER OF JURY TRIAL.** MORTGAGOR AND LENDER HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

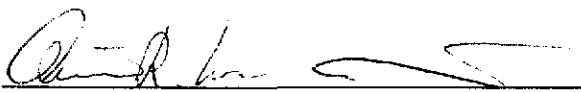
**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

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

### MORTGAGOR:

DeVries Dairy Limited Partnership, a Limited Partnership

By: DV Management Corporation, a Corporation, General Partner

By:   
Alice R. DeVries, President

By:   
Denelle J. DeVries, Secretary

Modification of Line of Credit Mortgage  
(DeVries Dairy Limited Partnership/Note Nos. 6035848, 6035851 & 6079104)



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**MORTGAGEE:**

Northwest Farm Credit Services, PCA

By

Authorized Agent

*Carrie Reynolds*

Modification of Line of Credit Mortgage  
(DeVries Dairy Limited Partnership/Note Nos. 6035848, 6035851 & 6079104)

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\$80.00

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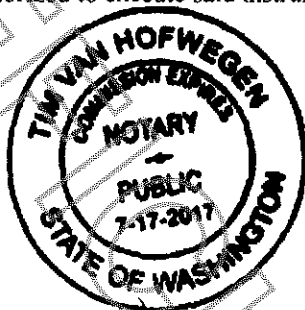
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STATE OF WA )  
 )ss.  
County of Skagit )

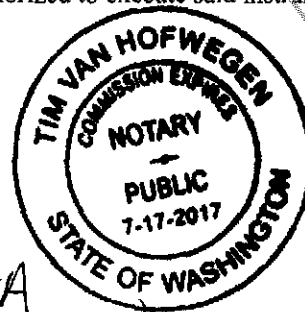
On this 21<sup>st</sup> day of July, 2014, before me personally appeared Alice R. DeVries, known to me to be the President of DV Management Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that she was authorized to execute said instrument.




  
Printed name Tim Van Hofwegen  
Notary Public for the State of WA  
Residing at Mr. Vernon  
My commission expires 7-17-2017

STATE OF WA )  
 )ss.  
County of Skagit )

On this 21<sup>st</sup> day of July, 2014, before me personally appeared Denelle J. DeVries, known to me to be the Secretary of DV Management Corporation, the corporation 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 she was authorized to execute said instrument.




  
Printed name Tim Van Hofwegen  
Notary Public for the State of WA  
Residing at Mr. Vernon  
My commission expires 7-17-2017

STATE OF WA )  
 )ss.  
County of Skagit )

On this 21<sup>st</sup> day of July, 2014, before me personally appeared Carrine Reynolds, 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.



  
Printed name Tim Van Hofwegen  
Notary Public for the State of WA  
Residing at Mr. Vernon  
My commission expires 7-17-2017

Modification of Line of Credit Mortgage  
(DeVries Dairy Limited Partnership/Note Nos. 6035848, 6035851 & 6079104)



**EXHIBIT A  
PROPERTY DESCRIPTION**

Property located in the County of Skagit, State of Washington, more particularly described as follows:

Government Lot 6 and that portion of Government Lot 5 lying Easterly of the present course of the Skagit River in Section 4, Township 34 North, Range 4 East, W.M., EXCEPT County Road, dikes and drainage ditch right of way and EXCEPT the following described tract:

Beginning at a point on the North and South center line of Section 4, Township 34 North, Range 4 East, W.M., 1149.9 feet North of the center of Section 4;  
thence South 85 degrees, 57' West 884.2 feet;  
thence North 47 degrees 35' East 176.9 feet;  
thence North 72 degrees 43' East 179.9 feet;  
thence North 84 degrees 0' East 583.3 feet to the North and South line of Section 4;  
thence South along said center line, 170.9 feet to the point of beginning.

ALSO, shore lands of the second class as conveyed by the State of Washington in front of, adjacent to or abutting upon the South 1050 feet of Lot 6, and that portion of the South 1050 feet of Lot 5 lying Easterly of the Skagit River as it existed in January, 1948.

Situate in the County of Skagit, State of Washington.

The Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 2, Township 34 North, Range 4 East, W.M.,

EXCEPT the North 20 feet thereof as conveyed to Skagit County for road purposes by Deed recorded August 7, 1916, under Auditor's File No. 114598, in Volume 104 of Deeds, page 426, records of Skagit County, Washington.

ALSO, the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 34 North, Range 4 East, W.M.,

EXCEPT the North 20 feet of the East 714.1 feet thereof as conveyed to Skagit County for road purposes by Deed recorded August 7, 1916, under Auditor's File No. 114598, in Volume 104 of Deeds, page 426, records of Skagit County, Washington.

ALSO, that portion of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 34 North, Range 4 East, W.M., lying Northerly of Nookachamps Creek.

EXCEPT from all of the above, Lots 1 and 2, Short Plat No. 91-014 recorded April 8, 1991, in Volume 9 of Short Plats, pages 339 and 340, under Auditor's File No. 9104080082, records of Skagit County, Washington.

SUBJECT TO: That certain Conservation Easement recorded under Skagit County Auditor's File No. 200501250145; and those Notes contained on SP 91-014 (AF# 9104080082).

Situate in the County of Skagit, State of Washington.

(Also known as Lot 3 of Short Plat No. 91-014 referred to above.)

Modification of Line of Credit Mortgage  
(DeVries Dairy Limited Partnership/Note Nos. 6035848, 6035851 & 6079104)

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**PARCEL A:**

The Southwest Quarter of the Northeast Quarter and the West Half of the Southeast Quarter of the Northeast Quarter, all in Section 2, Township 34 North, Range 4 East of the Willamette Meridian;

EXCEPT that portion lying within the existing County Road Right-of-Way;

TOGETHER WITH that portion of the North Half of the Southeast Quarter of Section 2, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point 13.96 chains West of the Northeast corner of said Southeast Quarter;  
Thence South 1°42' West, 15.77 chains to the North line of the County Road;  
Thence Southerly and Westerly along the North line of County Road to its intersection with the South line of the Northwest Quarter of the Southeast Quarter of said Section 2;  
Thence West along the South line of said Northwest Quarter of the Southeast Quarter to the West line of said Subdivision;  
Thence North along the West line of said subdivision to the Northwest corner thereof;  
Thence East along the North line of the North Half of the Southeast Quarter of said Section 2, to the point of beginning;

EXCEPT that portion thereof, if any, lying East of a line running South from a point on the North line of said Southeast Quarter which is 924 feet West of the Northeast corner of said Southeast Quarter;

ALSO EXCEPT that portion thereof conveyed to Skagit County by deed recorded under Auditor's File No. 719061, records of Skagit County, Washington;

ALSO EXCEPT that portion lying within the existing County Road Right-of-Way;

TOGETHER WITH all that portion of the Southwest Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 4 East of the Willamette Meridian, lying Northerly of Noah Stevens County Road;

EXCEPT that portion lying within the existing County Road Right-of-Way;

Situated in Skagit County, Washington.

**PARCEL B:**

The East Half of the Southeast Quarter of the Northeast Quarter of Section 2, Township 34 North, Range 4 East of the Willamette Meridian;

EXCEPT the as built and existing county road commonly known as Francis Road running along the North line thereof;

ALSO EXCEPT that portion lying within the existing County Road Right-of-Way;

Situated in Skagit County, Washington.

Modification of Line of Credit Mortgage  
(DeVries Dairy Limited Partnership/Note Nos. 6035848, 6035851 & 6079104)



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**PARCEL C:**

That portion of the Northeast Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said subdivision;  
Thence West 924 feet;  
Thence South 947 feet, more or less, to the Stevens County Road;  
Thence Southeasterly along said road 948 feet, more or less, to the section line;  
Thence North along said section line to the point of beginning;

EXCEPT that portion described as follows:

Beginning at the East Quarter corner of said Section 2;  
Thence South 00°35'48" West a distance of 292.62 feet to the true point of beginning;  
Thence South 89°45'09" West, a distance of 186.18 feet;  
Thence South 22°48'56" West, a distance of 111.31 feet;  
Thence South 10°21'47" East, a distance of 357.08 feet;  
Thence South 75°13'18" West, a distance of 114.69 feet;  
Thence South 51°30'01" West, a distance of 89.22 feet;  
Thence South 84°24'31" West, a distance of 211.35 feet;  
Thence North 77°49'36" West, a distance of 76.76 feet;  
Thence North 44°25'37" West, a distance of 196.75 feet;  
Thence South 85°48'26" West, a distance of 159.95 feet to the West line of the East 924 feet of said Northeast Quarter of the Southeast Quarter of said Section 2;  
Thence South 00°35'48" West, a distance of 333.99 feet along the West line of the East 924 feet of said subdivision to the North right-of-way line of Mud Lake Road;  
Thence along the North right-of-way line of Mud Lake Road for the following courses:  
North 58°31'24" East, a distance of 73.18 feet;  
Thence North 64°18'43" East, a distance of 78.93 feet;  
Thence North 79°16'04" East, a distance of 85.97 feet;  
Thence South 82°04'00" East, a distance of 106.63 feet;  
Thence South 74°09'08" East, a distance of 143.63 feet;  
Thence South 74°40'32" East, a distance of 85.60 feet;  
Thence South 75°53'37" East, a distance of 95.86 feet;  
Thence South 78°30'41" East, a distance of 91.31 feet;  
Thence South 80°34'53" East, a distance of 73.86 feet;  
Thence South 81°06'41" East, a distance of 125.36 feet;  
Thence North 00°35'48" East, a distance of 810.21 feet along the East line of said Section 2 to the true point of beginning.

ALSO EXCEPT that portion lying within the existing County Road Right-of-Way;

Situated in Skagit County, Washington.

**PARCEL D:**

That portion of the West Half of the Southwest Quarter of the Northwest Quarter and that portion of the North Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 1, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Modification of Line of Credit Mortgage  
(DeVries Dairy Limited Partnership/Note Nos. 6035848, 6035851 & 6079104)



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Beginning at the Northeast corner of the West Half of the Southwest Quarter of the Northwest Quarter of Section 1;  
Thence South 89°59'13" West, along the North line of said subdivision, a distance of 377.35 feet;  
Thence South 00°14'47" West, a distance of 3.42 feet to the South right-of-way of Francis Road;  
Thence South 01°31'22" West, a distance of 564.85 feet;  
Thence South 08°06'10" East, a distance of 168.56 feet;  
Thence South 00°02'24" West, a distance of 215.57 feet;  
Thence North 71°28'13" West, a distance of 347.21 feet, more or less, to the West line of said Section 1 and the true point of beginning;  
Thence South 18°36'08" East, a distance of 836.60 feet;  
Thence South 89°45'09" West, a distance of 275.14 feet to the West line of said Section 1;  
Thence Northerly along the West line of said Section 1 to the true point of beginning.

Situated in Skagit County, Washington.

Tax Account Nos.: 340404-0-011-0009/P23493, 340404-0-008-0004/P23489, 340404-0-028-0000/P23512, 340402-3-002-0204/P99048, 340403-4-001-0004/P23472, 340403-4-003-0002/P23474, 340402-1-002-0000/P23430, 340401-3-009-0100/P109409

Modification of Line of Credit Mortgage  
(DeVries Dairy Limited Partnership/Note Nos. 6035848, 6035851 & 6079104)

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