

Return Address:

Northwest FCS-Spokane
1515 S. Technology Blvd., Suite B
Spokane, WA 99224



201501060024

Skagit County Auditor

\$149.00

1/6/2015 Page

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6 12:04PM

Document 1 Title: Modification of Mortgage

Reference Nos: 201211260082

Additional Reference #s on page: N/A

Grantors:

Samish River Farms, LLC

Grantees:

Northwest Farm Credit Services, PCA

Additional Grantors on page: N/A

Additional Grantees on page: N/A

Document 2 Title: Modification of Fixture Filing

Reference Nos: 201211260082

Additional Reference #s on page: N/A

Grantors:

Samish River Farms, LLC

Grantees:

Northwest Farm Credit Services, PCA

Additional Grantors on page: N/A

Additional Grantees on page: N/A

Abbreviated Legal Description:

Ptn. W1/2 of NW1/4, 15-35-3 E.W.M., Skagit County, Washington.

Additional legal is on page: 6

Assessor's Property Tax Parcel/Account Numbers:

350315-2-003-0002 and 350315-2-005-0000

Land Title and Escrow

141984

Modification of Mortgage and Fixture Filing
(Circle R Farms LLC/Note Nos. 6068995, 6107443, 6071431 and
Horizon Farms, L.L.C./Note No. 6066775)

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1515 S. Technology Blvd., Suite B
Spokane, WA 99224

MODIFICATION OF MORTGAGE AND FIXTURE FILING

This Modification of Mortgage and Fixture Filing (this "Modification"), dated as of December 12, 2014, is made by and between **Samish River Farms, LLC**, a Limited Liability Company ("Mortgagor"), whose address is 1660 Ice Harbor Road, Pasco, WA 98277, 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 Mortgage and Fixture Filing dated November 15, 2012 was executed in favor of Mortgagee, which was recorded on November 26, 2012 under Auditor's File No. 201211260082 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, the Mortgage secures, among other things, the payment and performance of indebtedness evidenced by the Note and Loan Agreement dated March 31, 2011, payable to the order of Mortgagee, in the initial face principal amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00); the Note and Loan Agreement dated May 5, 2010, payable to the order of Mortgagee, in the initial face principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00); the Note and Loan Agreement dated March 31, 2011, payable to the order of Mortgagee, in the initial face principal amount of Two Hundred Sixty-Nine Thousand and No/100 Dollars (\$269,000.00); and the Note and Loan Agreement dated July 12, 2010, payable to the order of Mortgagee, in the initial face principal amount of Seventy-Three Thousand Seven Hundred Twenty and No/100 Dollars (\$73,720.00) (collectively, the "Note").

WHEREAS, the parties hereto are amending the Note pursuant to that certain Amendment to Loan Restructure Agreement dated on or around even date herewith (and as it may be extended, renewed, modified, amended or restated from time to time, the "Amendment") and the parties wish to acknowledge that the obligations secured by the Mortgage previously evidenced by the Note are now additionally evidenced by the Amendment. The obligations secured by the Mortgage are now hereby described as follows:

| | | | |
|-----------------|---------------------|-------------------------|-------------------------------|
| Note No. | Date of Note | Principal Amount | Final Installment Date |
| 6068995 | March 31, 2011 | \$4,500,000.00 | May 1, 2016 |
| Note No. | Date of Note | Principal Amount | Final Installment Date |
| 6107443 | May 5, 2010 | \$300,000.00 | May 1, 2016 |
| Note No. | Date of Note | Principal Amount | Final Installment Date |
| 6071431 | March 31, 2011 | \$269,000.00 | May 1, 2016 |
| Note No. | Date of Note | Principal Amount | Final Installment Date |
| 6066775 | July 12, 2010 | \$73,720.00 | May 1, 2016 |

Modification of Mortgage and Fixture Filing
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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 Amendment.
- 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.

Modification of Mortgage and Fixture Filing
(Circle R Farms LLC/Note Nos. 6068995, 6107443, 6071431 and
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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:

Samish River Farms, LLC, a Limited Liability Company

By: [Signature]
Stefan A. Hilborn, Member

By: [Signature]
Eric R. Rogers, Member

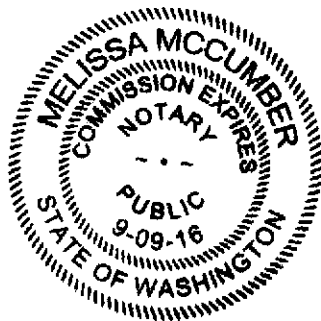
MORTGAGEE:

Northwest Farm Credit Services, PCA

By: [Signature]
Authorized Agent

STATE OF Washington)
County of Skagit)ss.

On this 17th day of December, 2014, before me personally appeared Stefan A. Hilborn, known to me to be a Member in Samish River Farms, LLC, the limited liability company which executed the within instrument, and acknowledged that he executed the same as such Member and in the limited liability company's name freely and voluntarily.



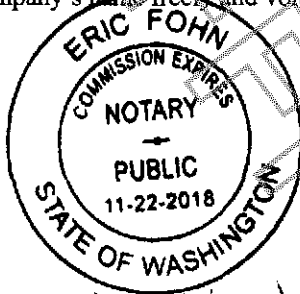
[Signature]
Printed name Melissa McCumber
Notary Public for the State of Washington
Residing at Oak Harbor
My commission expires 9-9-16

Modification of Mortgage and Fixture Filing
(Circle R Farms LLC/Note Nos. 6068995, 6107443, 6071431 and
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STATE OF Washington)
)ss.
County of Skagit)

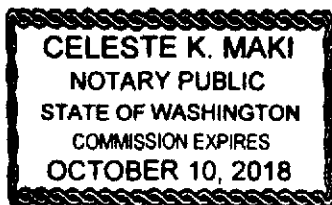
On this 16 day of December, 2014, before me personally appeared Eric R. Rogers, known to me to be a Member in Samish River Farms, LLC, the limited liability company which executed the within instrument, and acknowledged that he executed the same as such Member and in the limited liability company's name freely and voluntarily.



E. Fohn
Printed name Eric Fohn
Notary Public for the State of Washington
Residing at 94 Burlington
My commission expires 11-22-2018

STATE OF Washington)
)ss.
County of Spokane)

On this 5th day of January, 2015, before me personally appeared Michael Hale, 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.



Celeste K. Maki
Printed name Celeste K. Maki
Notary Public for the State of Washington
Residing at Spokane
My commission expires 10-10-18

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**EXHIBIT A
PROPERTY DESCRIPTION**

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 35 North, Range 3 East, W.M., lying North of the Samish River,

EXCEPT for County roads,

ALSO EXCEPT the following described tracts:

(1) That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying South of a line 2,340 feet South of and parallel with the North line of said subdivision.

(2) The North 228.28 feet of the East 209.00 feet of the West 620.00 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 35 North, Range 3, East W.M.

Situate in the County of Skagit, State of Washington.



201501060024

Skagit County Auditor

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