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Skagit County Auditor \$150.00
6/1/2015 Page 1 of 7 11:25AM

Chicago Title 620024368

ACCOMMODATION RECORDING

Document 1 Title: Modification of Mortgage
Reference Nos.: 200909090042 (Skagit); Ref. # 7666778 (Yakima)

Grantors:

Northwest Horticulture, LLC

Grantees:

Northwest Farm Credit Services, PCA

Document 2 Title: Modification of Fixture Filing
Reference Nos.: 7666779 (Yakima)

Grantors:

Northwest Horticulture, LLC

Grantees:

Northwest Farm Credit Services, PCA

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

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Modification of Mortgage and Fixture Filing
(Northwest Horticulture, LLC/Note No. 6045383)

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 MAY 1, 2016 (EXCLUSIVE OF THE OPTION TO RENEW OR EXTEND).

This Modification of Mortgage and Fixture Filing (this "Modification"), dated as of May 26, 2015, is made by and between Northwest Horticulture, LLC, a limited liability company which acquired title as Northwest Horticulture, L.L.C. ("Mortgagor"), whose address is 14113 River Bend 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 Mortgage and Fixture Filing dated June 8, 2009 was executed in favor of Mortgagee, which was recorded on September 9, 2009, as Instrument No. 200909090042 in the Official Records of Skagit County and recorded on September 9, 2009, as Instrument No. 7666778 and 7666779 in the Official Records of Yakima 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 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.

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

Note No.	Date of Note	Principal Amount	Final Installment Date
6045383	May 26, 2015	\$15,500,000.00	May 1, 2016

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 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.
- 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:

Northwest Horticulture, LLC, a limited liability company

By: [Signature]
Robert E. Manne, CEO

MORTGAGEE:

Northwest Farm Credit Services, PCA

By: [Signature]
Authorized Agent

STATE OF Washington)
County of Skaqit)ss

On this 28th day of May, 2015, before me personally appeared Robert E. Manne, known to me to be the CEO of Northwest Horticulture, LLC, the limited liability company which executed the within instrument, and acknowledged that he executed the same as such CEO and in the limited liability company's name free and voluntarily.



[Signature]
Notary Public for the State of Washington
Residing at Mt Vernon, WA
My commission expires 3/20/16
Printed Name Betha Van Patten

STATE OF Washington)
County of Franklin)ss

On this 29th day of May, 2015, before me personally appeared Michael Mejia, 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 executed said instrument.



[Signature]
Notary Public for the State of Washington
Residing at Pasco
My commission expires June 26, 2018
Printed Name Amy P. Hill

**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:

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.

AND EXCEPT the following described portion of Government Lot 5:

Beginning at the Northwest corner of said Section 6;
thence South 0°00'30" West, 1870.62 feet along the West line of said section to a point on the Southerly right of way line of SR-22;
thence South 69°56'01" East, 819.72 feet along said Southerly line to the East line of the West 770 feet of said Government Lot 5 and to the true point of beginning;
thence continuing South 69°56'01" East, 83.81 feet along said Southerly line;

thence South 39°28'57" West, 123.66 feet to a point on the East line of the West 770 feet of said Government Lot 5;
thence North 0°00'30" East, 124.33 feet along said East line to the true point of beginning.
Situating 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.

TOGETHER WITH the following described portion of said Government Lot 5:

Beginning at the Northwest corner of said Section 6;

thence South 0°00'30" West, 1870.62 feet along the West line of said section to a point on the Southerly right of
way line of SR-22;

thence South 69°56'01" East, 819.72 feet along said Southerly line to the East line of the West 770 feet of said
Government Lot 5 and to the true point of beginning;

thence continuing South 69°56'01" East, 83.81 feet along said Southerly line;

thence South 39°28'57 West, 123.66 feet to a point on the East line of the West 770 feet of said Government Lot 5;

thence North 0°00'30" East, 124.33 feet along said East line to the true point of beginning.

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