

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



201605060086

Skagit County Auditor \$152.00  
5/6/2016 Page 1 of 7 1:45PM

CHICAGO TITLE

020026811-M

ACCOMMODATION RECORDING

<b>Document 1 Title:</b> Modification of Mortgage	
<b>Grantors:</b>	<b>Grantees:</b>
Northwest Horticulture, LLC	Northwest Farm Credit Services, PCA

<b>Document 2 Title:</b> Modification of Fixture Filing	
<b>Grantors:</b>	<b>Grantees:</b>
Northwest Horticulture, LLC	Northwest Farm Credit Services, PCA

**Legal description:**

Skagit County, 190 property: Section 13, Township 34, Range 3; ptn. NEQuarter 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; 340313-1-0061-0008;  
340313-1-0059-0002; 340313-0-058-0102

Yakima County, Mabton Greenhouse property: 230806-31007; 230806-32001

Ref NO. 200909090042

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, 2017 (EXCLUSIVE OF THE OPTION TO RENEW OR EXTEND).

This Modification of Mortgage and Fixture Filing (this "Modification"), dated as of April 22, 2016, is made by and between Northwest Horticulture, LLC, a 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, 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(s). 200909090042 in the Official Records of Skagit County, Washington and as Instrument No(s). 7666778 & 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, 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	April 22, 2016	\$15,500,000.00	May 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.

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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.

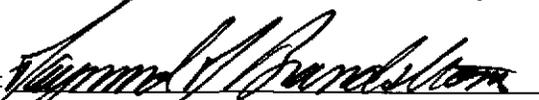
**2.5 WAIVER OF JURY TRIAL.** MORTGAGOR AND LENDER HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS 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:**

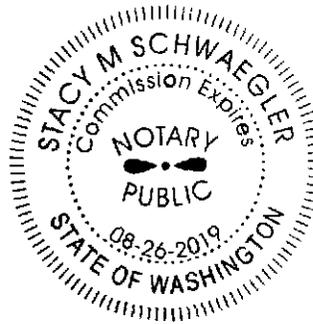
Northwest Horticulture, LLC, a Limited Liability Company

By:   
Raymond R. Brandstrom, Interim CEO

**MORTGAGEE:**

Northwest Farm Credit Services, PCA

By Stacy M Schwaezler  
Authorized Agent



STATE OF WA )  
 )ss.  
County of King )

On this 29 day of April, 2016, before me personally appeared Raymond R. Brandstrom, known to me to be the Interim CEO in Northwest Horticulture, LLC, a limited liability company which executed the within instrument, and acknowledged that he/she executed the same as such Interim CEO and in the limited liability company's name freely and voluntarily.

Stacy M Schwaezler  
Notary Public for the State of WA  
Residing at Seattle  
My commission expires 08-26-2019  
Printed Name Stacy M Schwaezler

STATE OF Washington )  
 )ss.  
County of Franklin )

On this 5<sup>th</sup> day of May, 2016, 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 execute said instrument

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

**Notary Public  
Amy P Hill  
Comm. Expires  
June 26, 2018  
State of Washington**

**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 Half of the North Half of the Northeast Quarter 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 Quarter of Section 13, Township 34 North, Range 3 East of the Willamette Meridian;  
Thence East along the North line of said Northeast Quarter, a distance of 52 rods (858 feet); thence South parallel with the West line of said Northeast Quarter of the South line of the North Half of the Northeast Quarter;  
Thence West parallel with the North line of said Northeast Quarter, 52 rods. (858 feet), more or less, to the West line of said Northeast Quarter;  
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.)  
Beginning at the Northeast corner of Section 13, Township 34 North, Range 3 East of the Willamette Meridian;  
Thence South 83°31' West along the North section line, a distance of 1,273.6 feet, more or less, to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section;  
Thence South along the West line of said Northeast Quarter of the Northeast Quarter, a distance of 160.6 feet;  
Thence South 89°33' East, 1,275 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.

2. That portion of the Northwest Quarter of the Northeast Quarter of Section 13, Township 34 North, Range 3 East of the Willamette Meridian., described as follows:

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Beginning at the Northwest corner of said Northwest Quarter of the Northeast Quarter;  
Thence North 83°40'02" East 1,193.75 feet along the North line of said Section 13, to a point that is South 83°40'02"  
West, 1,285.18 feet from the Northeast corner of said Section 13;  
Thence South 0°19'30" East, 153.92 feet to a point that is South 88°55'36" East from the point of beginning;  
Thence North 88°55'36" West, 1,187.55 feet to the true point of beginning.

Situated in Skagit County, Washington

Parcel "C"

All that portion of the South Half of the North Half of the Northeast Quarter 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°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°45' East, 2,488 feet, more or less, to the East line of the Northeast Quarter 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 Half of the Northeast Quarter 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; 340313-1-0061-0008; 340313-1-0059-0002;  
340313-0-058-0102

**YAKIMA COUNTY MABTON GREENHOUSE PROPERTY:**

PARCEL A:

The West ½ of the Northeast ¼ of the Southwest ¼ and that part of the West ½ of the Southeast ¼ of the Northwest ¼, 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.

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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. situate in Yakima County, State of Washington.

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.

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.

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.

Situated in Yakima County, State of Washington.

Tax Parcel Nos. 230806-31007; 230806-32001