

WHEN RECORDED RETURN TO:

Kenneth A. Miller
MILLER, MERTENS & COMFORT PLLC
1020 N Center Parkway, Suite B
Kennewick, WA 99336-7161



201607290148

Skagit County Auditor

\$77.00

7/29/2016 Page

1 of

5 3:28PM

CHICAGO TITLE

500042182

Reference numbers of related documents: 201607290147

Grantor/Assignor: Samish River Farms, LLC, a Washington Limited Liability Company

Grantee/Assignee: Rabo Agrifinance, Inc., a Delaware Corporation

Abbreviated Legal Description:

Additional Legal Description: Page 1 below

Assessor's Property Tax Parcel/Account No.:

ASSIGNMENT OF MORTGAGE

For value received, **SAMISH RIVER FARMS, LLC**, a Washington Limited Liability Company (herein "Assignor") whose address is 1240 Arnold Road, Oak Harbor, WA 98277-7602, does hereby grant, sell, assign, transfer and convey unto **RABO AGRIFINANCE, INC.**, a Delaware Corporation (herein "Assignee"), whose address is 12443 Olive Boulevard, Suite 50, St. Louis, Mo. 63141, certain Mortgage, Assignment of Rents, and Fixture/Personal Property Filing dated 7-29, 2016

(hereinafter the "Mortgage"), made and executed by The Ruiz Farm, LLC, to and in favor of Assignor, upon the following described property situated in Skagit County, State of Washington:

See Exhibit A, which is attached hereto and incorporated herein by this reference.

Such Mortgage having been given to secure payment of \$399,000.00, which Mortgage is of record in Book _____, Volume _____, at page _____ of the _____ Records of Skagit County, State of

AF # 201607290147

Washington, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage and this Assignment.

This Assignment is made by the Assignor to the Assignee to secure:

- (i) The full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of the unpaid principal amount of the loan from Assignor to Assignee in the original principal amount of \$3,000,000.00, lawful money of the United States of American, to be paid with interest in accordance with the note and all other obligations and liabilities thereunder;
- (ii) Performance of all of the Assignor's other obligations under the note; all such obligations, liabilities, sums and expenses set forth in clauses (i) through (ii) of this Section 1 being therein collectively called the "**Obligations**".

Notwithstanding the foregoing provisions of this Article, so long as, but only as long as, no event of default has occurred and is continuing, the Assignee authorizes the Assignor to, subject to the terms of the Note, exercise all rights in, to and under, or arising out of the Mortgage (including, but not limited to, to the right to receive all moneys under the Mortgage and the underlying note) other than any right to release all or any part of, terminate, amend, modify, waive any rights or remedies under, or supplement the Mortgage or the underlying note or exercise any remedies under any of the Mortgage.

After the Termination Date (as hereafter defined), this Assignment shall terminate and the Assignee, at the request and expense of the Assignor, will promptly execute and deliver to the Assignor such proper instrument or instruments acknowledging the satisfaction and termination of this Assignment, and will duly assign, transfer and deliver to the Assignor (without recourse and without any representation or warranty) to the Assignee hereunder any documents as may be in the possession of the Assignee and as has not theretofore been sold or otherwise applied or released pursuant to this Assignment. As used in this Assignment, "**Termination Date**" shall mean the earlier of (i) the date upon which the Obligation is no longer outstanding (and the loan has been repaid in full), and all Obligations then owing have been indefeasibly paid in full and (ii) the date that all other security held by Assignor has been released by the Assignee.

No amendment or waiver of any provision of this Assignment nor consent to any departure by the Assignor therefrom shall in any event be effective unless the same shall be in writing and signed by the Assignee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on

7/25/, 2016.

SAMISH RIVER FARMS, LLC

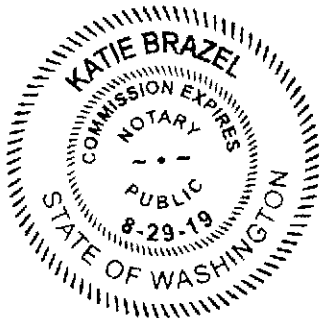
By: [Signature]
ERIC ROGERS, Member

By: _____
STEFAN A. HILBORN, Member

STATE OF WASHINGTON)
COUNTY OF Snohomish) §

On this 25th day of July, 2016, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ERIC ROGERS**, to me known to be a Member of **SAMISH RIVER FARMS, LLC**, the limited liability company that executed the foregoing document and acknowledged the same to be the free and voluntary act of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said document on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at
Snohomish
My Commission Expires: 8/29/19

STATE OF WASHINGTON)
COUNTY OF _____) §

On this _____ day of _____, 2016, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **STEFAN A. HILBORN**, to me known to be a Member of **SAMISH RIVER FARMS, LLC**, the limited

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on _____, 2016.

SAMISH RIVER FARMS, LLC

By: _____
ERIC ROGERS, Member

By: [Signature]
STEFAN A. HILBORN, Member

STATE OF WASHINGTON)
COUNTY OF _____) §

On this _____ day of _____, 2016, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ERIC ROGERS**, to me known to be a Member of **SAMISH RIVER FARMS, LLC**, the limited liability company that executed the foregoing document and acknowledged the same to be the free and voluntary act of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said document on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____

My Commission Expires: _____

STATE OF WASHINGTON)
COUNTY OF Island) §

On this 25th day of July, 2016, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **STEFAN A. HILBORN**, to me known to be a Member of **SAMISH RIVER FARMS, LLC**, the limited

liability company that executed the foregoing document and acknowledged the same to be the free and voluntary act of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said document on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Susan M. Patton

NOTARY PUBLIC in and for the State of
Washington, residing at

Oak Harbor

My Commission Expires: 2-11-2017

