

Return Address:
Northwest FCS-Headquarters
Attn: Tricia Johnson
PO Box 2515
Spokane, WA 99220-2515



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03/28/2019 03:19 PM Pages: 1 of 10 Fees: \$108.00
Spokane County Auditor

Land Title and Escrow

140916-OE

Document 1 Title: Modification of Mortgage Reference Nos: <u>201112300012</u> Additional Reference #s on page: N/A	
Grantors: Harmony Dairy, LLC VanderKooy, Jason L.	Grantees: Northwest Farm Credit Services, FLCA

Additional Grantors on page: 2

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:

S1/2NW1/4 Sec. 34 T34N R3E W.M. and Ptn S1/2N1/2SE1/4 Sec. 34 T34N R3E W.M.

Additional legal is on pages: 9 and 10

Assessor's Property Tax Parcel/Account Numbers:

340334-2-004-0009, 340334-2-005-0008 and 340334-4-001-0008

Modification of Mortgage
(Harmony Land Company, LLC/Note Nos. 6219954 and 6219968)

Return Address:

Northwest FCS-Headquarters
Attn: Tricia Johnson
PO Box 2515
Spokane, WA 99220-2515

MODIFICATION OF MORTGAGE

This Modification of Mortgage (this "Modification"), dated as of March 15, 2019, is made by and between **Harmony Dairy, LLC, a Limited Liability Company**, whose address is 15000 Van Pelt Lane, Mount Vernon, WA 98273, **Jason L. VanderKooy, same person as Jason L. Vander Kooy, and Shelby R. VanderKooy, same person as Shelby R. Vander Kooy, a married couple**, whose address is 15000 Van Pelt Lane, Mount Vernon, WA 98273, and **Eric R. VanderKooy, same person as Eric R. Vander Kooy, and Theresa M. VanderKooy, same person as Theresa M. Vander Kooy, a married couple**, whose address is 16026 Calhoun Road, Mount Vernon, WA 98273 (collectively, "Mortgagor"), and **Northwest Farm Credit Services, FLCA**, a corporation organized and existing under the laws of the United States ("Mortgagee"), whose address is 2001 South Flint Road, Spokane, WA 99224-9198, P.O. Box 2515, Spokane, WA 99220-2515.

WHEREAS, a Mortgage and Fixture Filing dated December 28, 2011 was executed in favor of Mortgagee, which was recorded on December 30, 2011 under Auditor's File No. 201112300012 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 is executing a Partial Release of Mortgage and Fixture Filing on or around even date herewith and that portion of the Property remaining under the Mortgage does not include fixtures for purposes of a fixture filing under the Uniform Commercial Code and the parties wish to acknowledge the Mortgage is no longer a fixture filing.

WHEREAS, the parties have agreed to add the real property in Skagit County, Washington described on Exhibit B hereto and incorporated herein by this reference (the "Additional Collateral") to the property encumbered by the Mortgage.

WHEREAS, Mortgagee has made an additional loan(s) evidenced by that certain Note and Loan Agreement dated December 24, 2013, payable to the order of Mortgagee, in the face principal amount of Two Hundred Twenty Thousand Two Hundred Dollars and Zero Cents (\$220,200.00) (the "Existing Note") and the parties wish to acknowledge that the obligations evidenced by the Existing Note are among the obligations secured by the Mortgage.

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

Secured Obligations. This Mortgage, and the lien it creates, is made for the purpose of securing the following obligations (collectively the "Secured Obligations"):

Modification of Mortgage
(Harmony Land Company, LLC/Note Nos. 6219954 and 6219968)

a. The full and punctual payment of the indebtedness evidenced by that certain note(s) described below, in favor of Mortgagee (the "Note(s)") with interest thereon at the rates therein provided which interest rate and payment terms may be adjusted as provided in the Note(s) and Loan Documents, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced by the Note(s), as well as any prepayment fees provided for in the Note(s) or as it may be amended to provide for such prepayment fees;

Note No.	Date of Note	Principal Amount	Final Installment Date
6219954	December 28, 2011	\$730,000.00	January 1, 2027
Note No.	Date of Note	Principal Amount	Final Installment Date
6219968	December 24, 2013	\$220,200.00	January 1, 2034

b. Payment and performance of the obligations under the Note(s) and Loan Documents (including future advances) and under any and all other present and future agreements executed in relation to the Note(s);

c. Payment of such additional sums with interest thereon as may be due to Mortgagee under any provisions of this Mortgage;

d. Payment of all indebtedness and performance of all other obligations which the then record owner of the Collateral may agree to pay and perform for the benefit of Mortgagee, and which are contained in a document which recites that it is secured by this Mortgage;

e. Payment of all amounts advanced by (or on behalf of) Mortgagee to improve, protect or preserve the Collateral or the security of this Mortgage, with interest on such amounts as provided in this Mortgage;

f. Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing; and

g. Payment of charges as allowed by law, when such charges are made for any Mortgagee statement or other statement regarding the Secured Obligations.

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. The Mortgage shall no longer be considered a fixture filing under the Uniform Commercial Code.
- c. All references in the Mortgage to the "Collateral" shall be deemed to include the Additional Collateral.
- d. All references in the Mortgage to the "Rents" shall include the rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Additional Collateral.
- e. All secured indebtedness described in the Mortgage shall be deemed also to include the Existing Note.

Modification of Mortgage
(Harmony Land Company, LLC/Note Nos. 6219954 and 6219968)

f. All references in the Mortgage to the "Mortgage" are deemed to refer to the Mortgage as amended and supplemented by this Modification.

g. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Mortgage.

ARTICLE 2 Supplemental Grant of Security

2.1 Grant of Security. Mortgagor, in consideration of the indebtedness secured by the Mortgage, irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Mortgagee, for the benefit and security of Mortgagee, all Mortgagor's existing and future rights, titles, interests, estates, powers and privileges in or to the real property described on Exhibit B attached to this Modification and incorporated herein.

2.2 Grant of Security Interest. As security for the payment, performance and observance of the indebtedness secured by the Mortgage, Mortgagor, as debtor, hereby grants to Mortgagee, as secured party, a security interest in all of Mortgagor's existing and future right, title and interest in and to the Collateral related to the Additional Collateral.

2.3 Assignment of Rents, Issues and Profits. Mortgagor absolutely, unconditionally and irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Mortgagee all of its right, title and interest in and to all rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Additional Collateral (collectively the "Additional Rents"), and gives to Mortgagee the right, power and authority to collect such Additional Rents.

2.4 Supplemental Nature of Grants. The grants and assignments provided by this Article 2 are in addition to and supplemental of and not in substitution for the grants provided by the Mortgage, and nothing herein contained shall affect or impair the lien or priority of the Mortgage as to the indebtedness secured thereby prior to giving effect to this Modification.

ARTICLE 3 MISCELLANEOUS

3.1 Headings. Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.

3.2 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.

3.3 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.

3.4 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.

3.5 WAIVER OF JURY TRIAL. MORTGAGOR HEREBY IRREVOCABLY WAIVED ANY RIGHT IT 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. IT IS INTENDED 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.

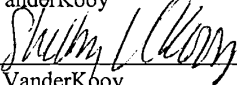
MORTGAGOR:

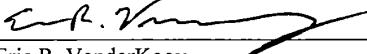
Harmony Dairy, LLC, a Limited Liability Company

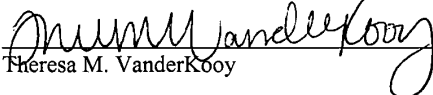
By: 
Eric R. VanderKooy, Manager

By: 
Jason L. VanderKooy, Manager


Jason L. VanderKooy


Shelby R. VanderKooy


Eric R. VanderKooy

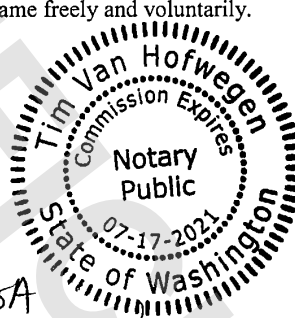

Theresa M. VanderKooy

MORTGAGEE:

Northwest Farm Credit Services, FLCA
By: 
Authorized Agent

STATE OF WA)
County of Skagit)ss.

On this 21st day of March, 2019, before me personally appeared Eric R. VanderKooy, known to me to be a Manager in Harmony Dairy, LLC, the limited liability company which executed the within instrument, and acknowledged that he executed the same as such Manager and in the limited liability company's name freely and voluntarily.

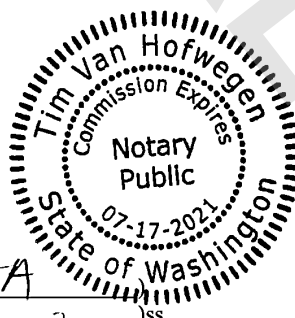


[Signature]

Printed name Tim Van Hofwegen
Notary Public for the State of WA
Residing at Mt Vernon
My commission expires 7.17.21

STATE OF WA)
County of Skagit)ss.

On this 21st day of March, 2019, before me personally appeared Jason L. VanderKooy, known to me to be a Manager in Harmony Dairy, LLC, the limited liability company which executed the within instrument, and acknowledged that he executed the same as such Manager and in the limited liability company's name freely and voluntarily.

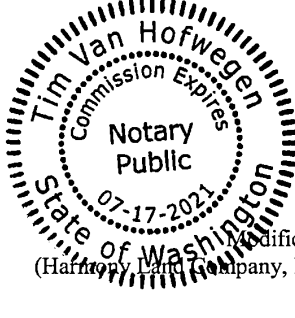


[Signature]

Printed name Tim Van Hofwegen
Notary Public for the State of WA
Residing at Mt Vernon
My commission expires 7.17.21

STATE OF WA)
County of Skagit)ss.

On this 21st day of March, 2019, before me personally appeared Jason L. VanderKooy, known to me to be the person described in and who executed the within instrument, and acknowledged that he executed the same as his free act and deed.



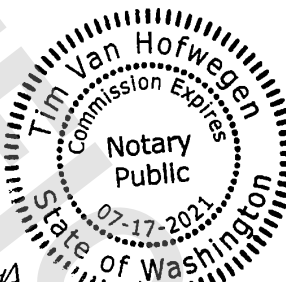
[Signature]

Printed name Tim Van Hofwegen
Notary Public for the State of WA
Residing at Mt Vernon
My commission expires 7.17.21

Modification of Mortgage
(Harmony Dairy Company, LLC/Note Nos. 6219954 and 6219968)

STATE OF WA)
County of Skasit)ss.

On this 21st day of March, 2019, before me personally appeared Shelby R. VanderKooy, known to me to be the person described in and who executed the within instrument, and acknowledged that she executed the same as her free act and deed.

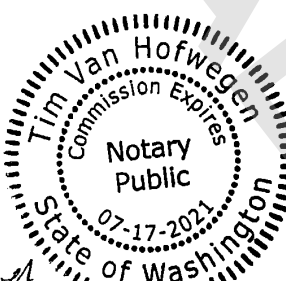


Th

Printed name Tim Van Hofwegen
Notary Public for the State of WA
Residing at Mt Vernon
My commission expires 7-17-21

STATE OF WA)
County of Skasit)ss.

On this 21st day of March, 2019, before me personally appeared Eric R. VanderKooy, known to me to be the person described in and who executed the within instrument, and acknowledged that he executed the same as his free act and deed.

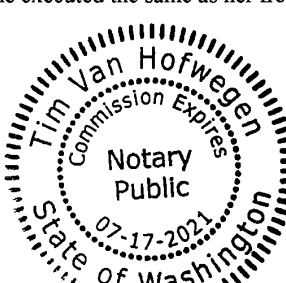


Th

Printed name Tim Van Hofwegen
Notary Public for the State of WA
Residing at Mt Vernon
My commission expires 7-17-21

STATE OF WA)
County of Skasit)ss.

On this 21st day of March, 2019, before me personally appeared Theresa M. VanderKooy, known to me to be the person described in and who executed the within instrument, and acknowledged that she executed the same as her free act and deed.



Th

Printed name Tim Van Hofwegen
Notary Public for the State of WA
Residing at Mt Vernon
My commission expires 7-17-21

STATE OF Washington)
)ss.
County of Spokane)

On this 26th day of March, 2019, before me personally appeared Carol L. Sobson, known to me to be an authorized agent of Northwest Farm Credit Services, FLCA, 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.



Tricia E. Johnson
Printed name TRICIA E. JOHNSON
Notary Public for the State of WASHINGTON
Residing at Spokane
My commission expires 7-15-2019

**EXHIBIT A
PROPERTY DESCRIPTION**

The South ½ of the Northwest ¼ of Section 34, Township 34 North, Range 3 East, W.M.

EXCEPT the as built and existing right-of-way for Bradshaw Road along the West line thereof, and

EXCEPT that portion condemned by Drainage District No. 15 in Skagit County Superior Court Cause No. 4542.

Situate in the County of Skagit, State of Washington.

Tax Account Nos. 340334-2-004-0009 and 340334-2-005-0008

EXHIBIT B
ADDITIONAL COLLATERAL DESCRIPTION

The South ½ of the North ½ of the Southeast ¼ in Section 34, Township 34 North, Range 3 East, W.M.,

EXCEPT the South 125 feet of the East 368 feet thereof,

ALSO EXCEPT County roads.

Situate in the County of Skagit, State of Washington.

Tax Account No. 340334-4-001-0008