



201904260034

04/26/2019 11:24 AM Pages: 1 of 21 Fees: \$416.00
Skagit County Auditor

When Recorded Return to:

Andrew W. Martin
AXA Equitable AgriFinance, LLC
6300 C Street SW, MS 3B-CR
Cedar Rapids, Iowa 52499-5223

CHICAGO TITLE
020037726

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1. B & B 1931, LLC

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

Pacific Life Insurance Company

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PTN NE 24-35-03, PTN NW AND SW, 02-35-03 AND PTN SW, 35-36-03

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned

P33651/350302-0-013-0009; P33655/350302-0-016-0006; P34759/350324-1-001-0005;
P48729/360335-3-006-0804; P33648/350302-0-010-0002; P33649/350302-0-011-0001;
P33645/350302-0-007-0106; P48667/360335-0-001-0003; P33675/350302-1-001-0100;
P33646/350302-0-008-0006; P33650/350302-0-012-0000; P106234/350302-0-014-0100

Loan No. 65719201

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE
FILING**

NOTICE TO RECORDER: THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE.

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING ("Mortgage") is made the 10th day of April, 2019 between B & B 1931, LLC, a Washington limited liability company, whose chief executive office is 6954 Edin Farms Lane, Lynden, Washington 98264, hereinafter called "**Mortgagor,**" and Pacific Life Insurance Company, a Nebraska corporation, whose address is Attn: Law Department, 700 Newport Center Drive, Newport Beach, CA 92660, hereinafter called "**Lender.**"

WHEREAS, B & B 1931, LLC, a Washington limited liability company, Balwant S. Neger and Balwinder K. Neger ("**Borrower**") are justly indebted to the Lender in the sum of Three Hundred Five Thousand and No/100 Dollars (\$305,000.00) ("**Loan**") with interest, all as set forth in that certain promissory note (as may be amended, modified, restated or replaced from time to time, the "**Note**") of even date herewith maturing July 1, 2024.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure (i) the payment of the principal of and interest on the Note, (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other loan documents delivered by Mortgagor or any other obligor in favor of Lender in connection with the Loan (collectively, the "**Loan Documents**"), and (iii) the reimbursement to Lender of any and all sums incurred, expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, and in consideration of the premises the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Lender the following described real estate ("**Real Estate**") situate in Skagit and Whatcom Counties, State of Washington, to wit:

See attached **Exhibit "A"**, which is incorporated herein by reference.

TOGETHER WITH (1) all easements, rights-of-way, hereditaments, and rights appurtenant to said Real Estate or used in connection therewith or as a means of access thereto; (2) all water, water rights, water permits, water stock or licenses, culverts, ditches, ponds, waterways and drainage rights appertaining to said Real Estate, whether riparian or appropriative; (3) all leases (including, but not limited to, oil, gas and mineral leases), subleases or occupancy agreements now or hereafter affecting said Real Estate; (4) all buildings, structures,

improvements, fixtures, watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, wells, windmills, fences, attachments, and other articles now or hereafter erected on, affixed or attached to, or on said Real Estate which are real property, and all substitutions, replacements, additions and accessions thereof or thereto; (5) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Real Estate (subject, however, to the assignment of rents and profits to Lender herein); (6) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said Real Estate; (7) all timber standing or to be cut, minerals or the like (including oil and gas), any and all fruit or nut bearing bushes, trees or vines presently or hereafter located on the above described Real Estate; and (8) all claims or demands to the proceeds of all insurance now or hereafter in effect with respect to any and all of the foregoing, which Mortgagor now has or may hereafter acquire, Mortgagor hereby agrees, acknowledges and confirms that such fruit or nut bearing bushes, trees or vines are part of the "real estate" comprising the above described Real Estate and will remain a part of the above described Real Estate throughout the term of the Loan made by Lender to Borrower that is secured by this Mortgage.

AND ALSO, Mortgagor, as debtor, irrevocably grants and assigns to Lender, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said Real Estate, including: all (a) crops growing or to be grown; (b) permits and licenses used in the operation of the Real Estate; (c) all personal property listed on **Exhibit "B"** attached hereto and made a part hereof; and (d) personal property of the same general kind or class as otherwise described in this paragraph which Mortgagor may now own or hereafter acquire, used or usable in the operation of or relating to the Real Estate; and all products and proceeds from the sale or other disposal thereof, including, without limitation, all payments or unearned premiums on or under any insurance policies, substitutions and replacements, additions, accessions of or to said collateral and any indemnity, warranty or guaranty relating to any of the foregoing (all of the foregoing property shall be hereinafter collectively referred to as the "**Collateral**"; the Real Estate and the Collateral shall hereinafter be collectively referred to as the "**Property**"). **PROVIDED HOWEVER**, that nothing in this Mortgage shall prevent Mortgagor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Mortgagor exercises its right to place a single crop lien on the crops grown or to be grown on the Real Estate hereunder, such crop lien shall automatically be a superior lien to the lien on such crop created hereby without the need for any consent or subordination from Lender.

TO HAVE AND TO HOLD the same unto the Lender, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Mortgagor, Mortgagor's heirs, personal representatives, successors or assigns, shall pay unto the Lender, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in

the manner specified in the Note, and all other sums that may become due and owing to the Lender pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, terminate and be void, and shall be released by the Lender at the expense of the Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

1. Covenants of Mortgagor. The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows:

(a) Principal and Interest: To pay or cause to be paid promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage;

(b) Taxes and Assessments: To pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Property, the Lender's interest therein, or upon the Mortgage or the Note; provided however, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgages so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Lender, become due and payable;

(c) Good Condition and Repair: To keep the Property and any improvements to the Real Estate in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil from the Real Estate without the prior written consent of the Lender;

(d) Location of Collateral: To keep the Collateral located on the Real Estate;

(e) Irrigation and Water Practices: To use and manage any irrigated lands in accordance with sound irrigation and water use practice and in a manner that will maintain all of the water rights appurtenant to the Real Estate in full force and effect, and not, without the prior written consent of the Lender, (i) to permit the transfer, diversion, and/or use of said water rights to lands not mortgaged hereunder, or (ii) to change the point or points of diversion of such water;

(f) Property Insurance: To maintain and deliver to the Lender policies of insurance against such hazards on the buildings now or hereafter located on the Real Estate as the Lender may require from time to time, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Lender; in the event of loss the Lender is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Lender who may apply same or any part thereof on the

indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor;

(g) Liens and Charges: To pay any lien, claim or charge against the Real Estate which might take precedence over the lien hereof;

(h) Legal and Title Expenses: To pay on demand all legal expenses, title searches, or attorneys' fees reasonably incurred or paid by the Lender to collect the Note or foreclose or protect the lien of the Mortgage;

(i) UCC Security Interests: To do any and all acts all in a timely and proper manner and in a form satisfactory to Lender, requested by Lender to protect and preserve the security interests granted hereunder pursuant to the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Collateral is located except to the extent the UCC provides for the application of the law of the state of location of the Mortgagor in which event the UCC as in effect from time to time, in such state shall apply, and to pay the cost of filing such statements in all public offices requested by Lender; and to do any and all acts as shall hereafter be reasonably requested by Lender to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Lender to sell and/or convey the Property pursuant to the terms hereof;

(j) No Sale: Not to sell or transfer the Real Estate or any portion thereof, or, if the Mortgagor is a corporation, partnership, limited liability company or association not more than 0.00% of its corporate stock, partnership interests, membership or equity interests shall be sold, traded or disposed of to persons other than the present owners. If Mortgagor is a limited liability company, it shall not have the power to divide, enter into a plan of division or obtain a certificate of division and any division shall be null and void and of no effect upon the Real Estate, Property or Loan. Provided, however, that in the event the Lender shall in Lender's sole discretion, permit any sale or transfer of the Real Estate or any portion thereof, Lender may condition such permission on the payment of such fees and costs and the providing of such title insurance and documentation as Lender may desire;

(k) Condemnation Awards: If the Real Estate or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any Real Estate so taken or damaged (including severance damages to the remaining Property) shall be paid to the Lender and applied in full or in part at the option of the Lender in reduction of the indebtedness hereby secured;

(l) Inspection: Lender shall have the right to inspect the Property at such reasonable times as the Lender may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; and

(m) Warranty of Title: Mortgagor is lawfully seized of said Property in fee simple, free from encumbrances except as may otherwise be specifically noted herein or

waived in writing by the Lender, Mortgagor will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said Property and will forever defend the same against the claims and demands of all persons whomsoever, and Mortgagor's separate estate, whether vested, contingent or in expectancy, is hereby conveyed and Mortgagor does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of the state in which the Real Estate is located.

2. Events of Default. It shall be an "Event of Default" under this Mortgage if any of the following events shall occur:

(a) Payment: failure to pay when due any payment under this Mortgage, the Note or any other Loan Documents;

(b) Performance: Mortgagor and/or Borrower or other obligor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor and/or Borrower and/or other obligor under the Note, this Mortgage or any of the other Loan Documents;

(c) Bankruptcy: Mortgagor, Borrower, or other obligor makes an assignment for the benefit of creditors or files a petition for relief under the United States Bankruptcy Code or any other similar statute as now or hereafter in effect, or is adjudicated, bankrupt or insolvent or an involuntary bankruptcy petition is filed against Mortgagor, Borrower, or other obligor that is not dismissed within 60 days of filing;

(d) Receiver: the appointment of any receiver, liquidator or trustee for Mortgagor;

(e) Dissolution: the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note; or

(f) Representation/Warranty: the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Lender by Mortgagor, Borrower or other obligor.

3. Remedies. Upon the occurrence of an Event of Default:

(a) Acceleration: the entire indebtedness hereby secured shall, at the option of the Lender and without notice to the Mortgagor, be due and collectible at once; and/or

(b) Foreclosure: Lender may institute judicial foreclosure proceedings to sell the Property or, when available under applicable statutes or rules of practice proceed to sell the Property by non-judicial power of sale in accordance with applicable state law,

and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; and/or

(c) Legal and Equitable Remedies: Lender may pursue every legal and equitable remedy available at law and equity and including, without limiting the generality of the foregoing, the right, ex parte, to the appointment of a receiver of the Property without consideration of the value of the Property as security for amounts due or the solvency of any person liable for the payment of such amounts, the right to specifically enforce any of the covenants hereof; the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Collateral and enter the Real Estate on which the Collateral or any part thereof may be situated and remove the same therefrom, the right to resell the Collateral at any place Lender elects and deliver a bill of sale therefor, the right to require Mortgagor to make the Collateral available to Lender at a place designated by Lender and reasonably convenient to both parties, and without removal, the right to render the Collateral unusable and to dispose of the Collateral; provided that unless the Collateral is perishable or threatens to decline speedily in value Lender shall send Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Lender may bid and purchase Collateral at public or private sale; and/or

(d) Corrective Action: Lender may, but shall have no duty to, take such action as is necessary, in the sole and absolute discretion of the Lender, to remedy any failure of performance by Mortgagor hereunder, and all sums paid by the Lender pursuant hereto with interest at the rate set forth in the Note from time to time or the highest lawful rate permitted by contract under applicable law, whichever is lesser, shall constitute a lien upon the Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Lender.

4. No Further Liens or Encumbrances. Mortgagor acknowledges that Mortgagor's current financial position is an important factor in Lender's decision to advance the funds represented by the Note. Mortgagor therefore has agreed, in order to provide assurance to Lender with regard to Mortgagor's financial position, that Mortgagor shall not allow any lien or encumbrance other than the following items to be placed on all or any part of the Real Estate described above: (i) this Mortgage; (ii) the lien for taxes which are not yet due and payable; and (iii) that certain first lien Mortgage, Security Agreement, Assignment of Rents and Fixture Filing in favor of Lender securing the principal amount of One Million One Hundred Twenty Thousand Dollars (\$1,120,000.00), recorded on November 15, 2018, as Instrument No. 2018-1101409 in Whatcom County, Washington and recorded on November 16, 2018, as Instrument No. 201811160107 in Skagit County, Washington..

5. Successors and Assigns. The covenants herein contained shall bind, and the benefits and the advantages thereof shall inure to the respective heirs, personal representatives, successors, and assigns of the parties hereto. In this Mortgage, unless the context otherwise

requires, words in the singular include the plural, words in the plural include the singular, and words in the masculine gender shall include the feminine and the neuter. Whenever the term "Mortgagor" shall include more than one person or entity, their liability hereunder shall be joint and several.

6. Mortgagor Waivers. Notwithstanding the existence of any other liens in said Real Estate or security interests in said Collateral held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the said Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which the indebtedness secured hereby is satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, any party who consents to this Mortgage, and any party who now or hereafter acquires a lien or security interest in said Property and who has actual or constructive notice of this Mortgage hereby expressly waives and relinquishes any and all rights to demand or require the marshaling of liens or the marshaling of assets by Lender in connection with the exercise of any of the remedies provided herein or permitted by applicable law. Mortgagor expressly waives and relinquishes any and all rights and remedies Mortgagor may have or be able to assert by reason of laws relating to the rights and remedies of sureties or guarantors.

7. Rents and Profits. Mortgagor absolutely and irrevocably assigns and transfers to Lender all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said Property (all of the foregoing are herein collectively referred to as the "**Rents and Profits**"). Mortgagor hereby gives to and confers upon Lender the right, power and authority to collect said Rents and Profits. Mortgagor irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, either with or without taking possession of said Property, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Lender, for all said Rents and Profits and apply the same to the indebtedness secured hereby. Mortgagor shall, nevertheless, have a license to collect and retain said Rents and Profits as the same become due and payable but only before the occurrence of an Event of Default under this Mortgage and as long as no such Event of Default exists. The assignment of said Rents and Profits is intended to be a present and absolute assignment from Mortgagor to Lender and not merely the creation of a security interest. Lender's license to collect said Rents and Profits is not contingent upon Lender's taking possession of said Property. Upon the occurrence of an Event of Default under this Mortgage, Mortgagor's right, power and authority to collect the Rents and Profits shall automatically terminate without notice, and Lender may, and as long as any such Event of Default exists, either in person, by agent or by a receiver appointed by a court, and without regard to the value of said, Property, or any part thereof, in its own name sue for or otherwise collect said Rents and Profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of said Rents and Profits, or the entering upon and taking possession of said Real Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

8. Partial Invalidity. The invalidity of any provision of this Mortgage shall not affect the remaining provisions of this Mortgage or any part thereof and this Mortgage shall be construed as if such invalid provision, if any, had not been inserted herein.

9. Environmental Matters. Mortgagor shall not permit or suffer any waste to or on the Property and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal on the Real Estate of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the Real Estate. Mortgagor shall be personally liable for and agrees to indemnify, defend with counsel satisfactory to Lender and hold Lender harmless against any loss, damage, or liability suffered by the Lender, including but not limited to attorneys' fees, due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Real Estate, and Mortgagor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the Real Estate. Mortgagor will deliver promptly to the Lender (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Mortgagor's operations upon the Real Estate and (ii) copies of any documents submitted by the Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations on the Real Estate. Mortgagor agrees that, notwithstanding any provision to the contrary in this Mortgage, this indemnification and hold harmless shall survive the release or reconveyance of this Mortgage, whether pursuant to payment in full of the Note, or judicial or non-judicial foreclosure under this Mortgage, or otherwise.

10. No Unlawful Activity. Mortgagor, its successors and assigns and each of them, represent and warrant that; (a) the Property involved in this transaction does not represent and was not purchased with the proceeds of any unlawful activity under any state, federal or foreign law; and (b) the Property is not and will not be used for or involved with unlawful drug or controlled substance production, distribution or ancillary operations and no unlawful activity under any state, federal or foreign law is or will be conducted on the Property.

11. Mortgage as a Security Agreement. This Mortgage constitutes a security agreement within the meaning of the UCC with respect to any part of the Property which may now or hereafter be characterized by law as personal property, and in the event of the occurrence of any Event of Default under this Mortgage which continues beyond the applicable notice and cure period, if any, the Lender shall have all the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available hereunder or under this Mortgage at law or in equity. Mortgagor authorizes Lender to file one or more financing statements and continuation statements describing the Collateral and hereby ratifies any such financing statement or continuation statement previously filed by Lender. Mortgagor will, from time to time, within ten (10) days after request by the Lender, execute, acknowledge and deliver any financing statement, continuation statement or other document that the Lender might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by and the

priority of this Mortgage and will, on demand, pay any expenses incurred by the Lender in the preparation, execution and filing of any such documents. Mortgagor represents and warrants that: (a) all Collateral is located in the state in which the Real Estate is located; (b) Mortgagor's chief executive office or principal residence is Mortgagor's address set forth in the first paragraph of this Mortgage; (c) Mortgagor's state of organization, if applicable, is as set forth in the first paragraph of this Mortgage; and (d) Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage.

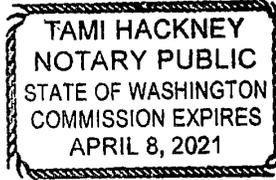
12. Governing Law. This Mortgage shall be governed by and construed and interpreted in accordance with the internal laws of the state in which the Real Estate is located except and only to the extent the UCC provides otherwise.

13. Notice. Each notice, consent, request, report or other communication under this Mortgage or any of the other Loan Documents (each a "Notice") which any party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing and service is made by either (i) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to U.S. mail; or (ii) nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier. All notices shall be addressed to Mortgagor at its address given on the first page hereof, or to Lender at c/o **AXA Equitable AgriFinance, LLC, 6300 C Street SW, MS 3B-CR, Cedar Rapids, Iowa 52499, Attn: Investment Officer, Loan 65719201**, or to such other place as any party may by written notice to the other parties hereafter designate as a place for service of notice. Mortgagor shall not be permitted to designate more than one place for service of Notice concurrently.

14. Multiple Counties. To the extent the Real Estate covers property located in more than one county in the state in which the Real Estate is located, then upon the occurrence of an event of default, Mortgagor agrees that a foreclosure sale of the Property may be held in any one or more of the counties where any part of the Real Estate lies and that any other action or proceeding, judicial or nonjudicial, including, without limitation, a non-judicial foreclosure action in connection with the Loan Documents, or any one of them, may be prosecuted, brought and maintained in any one or more of the counties in which the Real Estate is located. The Note may be collected as part of any foreclosure proceedings or in separate litigation, as determined by the Lender in its sole and absolute discretion. To the extent permitted by law, Lender shall have the full power to select the county or counties in which sale of the Property is to be made, and Lender's selection shall be binding upon Mortgagor and shall permit the sale of the whole or any part of the Real Estate and Collateral (if applicable) to be made in any one of the counties in which part of the Real Estate is located. The Property may be sold in parcels or as a whole, without taking possession of the same, and in any order, and to the extent permitted by applicable law, at public auction to the highest bidder for cash or cash equivalent in lawful money of the United States payable at the time of sale. Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage or any of the duplicates of this Mortgage in any particular manner or order or in any particular county. Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies

Notary
(Title of office)

My commission expires: 4/8/21
(Date)



UNOFFICIAL DOCUMENT

Tax statements for the real property described in this instrument should be sent to:

B & B 1931, LLC
6954 Edin Farms Lane
Lynden, Washington 98264

This document drafted by:

Andrew W. Martin, Esq./tm
AXA Equitable AgriFinance, LLC
6300 C Street SW, MS 3B-CR
Cedar Rapids, Iowa 52499

EXHIBIT A

Parcel "A":

That portion of the Southwest 1/4 of the Southwest 1/4 of Section 35, Township 36 North, Range 3 East, Willamette Meridian, lying South of the North Samish River, as now re-located, by deed dated December 13, 1974 and recorded December 17, 1974 as Auditor's File No. 811284.

Situate in the County of Skagit, State of Washington.

Parcel "B":

That portion of Government Lots 3 and 4, Section 2, Township 35 North, Range 3 East, Willamette Meridian, lying Southerly of the North Samish River; EXCEPT that portion thereof, if any, that might lie Easterly of the Westerly line of the Great Northern Railway right of way;

ALSO EXCEPT that portion, thereof, lying within the following described tract:

Beginning at the Southeast corner of said Government Lot 3; thence North along the East line of Government Lot 3 a distance of 45 rods; thence West 46 1/2 rods; thence South 11° 30' West 45 rods, more or less, to the South line of Government Lot 3; thence East to the point of beginning.

ALSO EXCEPT county road along the West line thereof.

ALSO EXCEPT the South 11 acres thereof, as conveyed to Harry G. Jackson by deed dated January 23, 1946 and recorded February 25, 1946 as Auditor's File No. 388708 in Volume 207 of Deeds, Page 38.

Situate in the County of Skagit, State of Washington.

Parcel "C":

The South 11 acres of the following described property:

Government Lot 4, Section 2, Township 35 North, Range 3 East, Willamette Meridian, EXCEPT road and that portion of Government Lot 3 in said Section described as follows:

Beginning at the Southwest corner of said Government Lot 3; thence East 420.75 feet; thence Northerly along the Easterly line of those premises conveyed to Harry G. Jackson by deed dated January 23, 1946, filed February 25, 1946, and File No. 388708 and recorded in Volume 297 of Deeds at Page 38 to the

Westerly line of the Great Northern Railway Company's right of way; thence Northwesterly following said railroad right of way to the North line of said Government Lot 3; thence West to the Northwest corner of said Government Lot 3; thence South to the point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel "D":

That portion of the South 1/2 of the Northwest 1/4 and of the North 1/2 of the Southwest 1/4 of Section 2, Township 35 North, Range 3 East, Willamette Meridian, described as follows:

Beginning at the Southeast corner of Government Lot 3, in said section; thence West to the Southwest corner of Government Lot 4 in said Section; thence South 882.75 feet; thence South 59 1/2° East to the South line of the Southwest 1/4 of the Northwest 1/4 of said Section; thence East 99 feet; thence South 99 feet; thence East parallel with said South line to the East line of the Northeast 1/4 of the Southwest 1/4 of said Section; thence North to the point of beginning; EXCEPT roads, ditch and railroad right of way, EXCEPT that portion of said premises lying Easterly of the Great Northern Railway Company's right of way, and EXCEPT that portion of said premises described as follows:

Beginning at the intersection of the East line of the County road with the Southwest line of said premises in the Southwest 1/4 of the Northwest 1/4 of said Section; thence South 59 1/2° East along said Southwesterly line 200 feet; thence North parallel to the East line of said County road 150 feet; thence North 59 1/2° West parallel with said Southwesterly line 200 feet to the East line of said County road; thence South along said East line 150 feet to the point of beginning.

ALSO, EXCEPT those portions described as follows:

1.) That portion of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 35 North, Range 3 East, Willamette Meridian, described as follows:

Beginning at the Southwest corner of said Northwest 1/4; thence South 89° 48' 01" East, along the East/West centerline of said Section 2, a distance of 30.00 feet to the Easterly line of Worline Road; thence North 00° 02' 28" West, parallel to the West line of said Northwest 1/4 of Section 2, a distance of 395.00 to the true point of beginning; thence North 89° 57' 32" East, a distance of 76.01 feet to an intersection with the Southwesterly line of a tract conveyed to Gilbert Slind et ux., by deed recorded March 12, 1974 under Auditor's File No. 797733; thence North 59° 32' 28" West, along said Southwesterly line of the Slind Tract, a distance of 88.22 feet to a point on the Easterly line of Worline Road; thence South 00° 02' 28" East, parallel to the West line of said Section 2, a distance of 44.71 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Westerly line of the Great Northern Railway Company's right of way; thence Northwesterly following said railroad right of way to the North line of said Government Lot 3; thence West to the Northwest corner of said Government Lot 3; thence South to the point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel "D":

That portion of the South 1/2 of the Northwest 1/4 and of the North 1/2 of the Southwest 1/4 of Section 2, Township 35 North, Range 3 East, Willamette Meridian, described as follows:

Beginning at the Southeast corner of Government Lot 3, in said section; thence West to the Southwest corner of Government Lot 4 in said Section; thence South 882.75 feet; thence South 59 1/2° East to the South line of the Southwest 1/4 of the Northwest 1/4 of said Section; thence East 99 feet; thence South 99 feet; thence East parallel with said South line to the East line of the Northeast 1/4 of the Southwest 1/4 of said Section; thence North to the point of beginning; EXCEPT roads, ditch and railroad right of way, EXCEPT that portion of said premises lying Easterly of the Great Northern Railway Company's right of way, and EXCEPT that portion of said premises described as follows:

Beginning at the intersection of the East line of the County road with the Southwest line of said premises in the Southwest 1/4 of the Northwest 1/4 of said Section; thence South 59 1/2° East along said Southwesterly line 200 feet; thence North parallel to the East line of said County road 150 feet; thence North 59 1/2° West parallel with said Southwesterly line 200 feet to the East line of said County road; thence South along said East line 150 feet to the point of beginning.

ALSO, EXCEPT those portions described as follows:

1.) That portion of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 35 North, Range 3 East, Willamette Meridian, described as follows:

Beginning at the Southwest corner of said Northwest 1/4; thence South 89° 48' 01" East, along the East/West centerline of said Section 2, a distance of 30.00 feet to the Easterly line of Worline Road; thence North 00° 02' 28" West, parallel to the West line of said Northwest 1/4 of Section 2, a distance of 395.00 to the true point of beginning; thence North 89° 57' 32" East, a distance of 76.01 feet to an intersection with the Southwesterly line of a tract conveyed to Gilbert Slind et ux., by deed recorded March 12, 1974 under Auditor's File No. 797733; thence North 59° 32' 28" West, along said Southwesterly line of the Slind Tract, a distance of 88.22 feet to a point on the Easterly line of Worline Road; thence South 00° 02' 28" East, parallel to the West line of said Section 2, a distance of 44.71 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

2.) That portion of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 35 North, Range 3 East, Willamette Meridian, described as follows:

Beginning at the Southwest corner of said Northwest 1/4; thence South 89° 48' 01" East, along the East/West centerline of said Section 2, a distance of 30.00 feet to the Easterly line of Worline Road; thence North 00° 02' 28" West, parallel to the West line of said Northwest 1/4 of Section 2, a distance of 550.00 feet to the most Northerly corner of a tract conveyed to Gilbert Slind et ux., by deed recorded March 12, 1974 under Auditor's File No. 797733; thence South 59° 32' 28" East, along the Northeasterly line of said Slind Tract a distance of 78.37 feet to the true point of beginning; thence continuing South 59° 32' 28" East along said Northeasterly line a distance of 66.71 feet; thence North 00° 02' 28" West a distance of 33.86 feet; thence South 89° 57' 32" West a distance of 57.48 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel "E":

That portion of Government Lot 3 in Section 2, Township 35 North, Range 3 East, Willamette Meridian, described as follows:

Beginning at the intersection of the Westerly line of the Great Northern Railway Company's right of way and the South line of said Government Lot 3; thence West to a point 420.75 feet East of the Southwest corner of said Government Lot 3; thence Northerly along the Easterly line of those premises conveyed to Harry G. Jackson by deed dated January 23, 1946, filed February 25, 1946, as File No. 388708 and recorded in Volume 207 of deeds, at Page 38, to the Westerly line of said Railroad right of way; thence Southeasterly along said Westerly line to the point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel "F":

That portion of the following described tract in the Southwest 1/4 of the Northwest 1/4 and in the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 35 North, Range 3 East, Willamette Meridian, which lies Northeasterly of the County road:

Beginning at a point on the West line of said Section, at a point which is 882.75 feet South of the Southwest corner of Government Lot 4, in said Section; thence South 59 1/2° East 858 feet, more or less, to the East and West center line of said Section; thence East 99 feet; thence South 99 feet; thence East 16.5 feet to intersect a line parallel with the distant 874.5 feet East of the West line of the Section; thence South along said parallel line to the South line of the Northwest 1/4 of the Southwest 1/4 of said Section; thence West to the West line of the Section; thence North to the point of beginning, EXCEPT road and ditch rights of way, and EXCEPT the following described tract:

Beginning at a point 1163.4 feet South and 734.4 feet East of the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 2 at the intersection of the East line of the County road and the North line of private road, as shown by the fences of said roads; thence North 70° East 174 feet to the bank of slough; thence following along slough bank South 49° 37' East 148 feet; thence South 4° 48' West 104 feet; thence South 31° 48' East 34 feet to the South line of said Northwest 1/4 of the Southwest 1/4; thence West 179 feet, more or less, along said South line to the East line of the County road; thence North 32° 15' West along road line to the point of beginning.

ALSO, EXCEPT that portion described as follows:

Beginning at a point 1163.4 feet South and 734.4 feet East of the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 2, at the intersection of the East line of the County road and the North line of a private road; thence North 70° East 174 feet to the bank of slough; thence Northwesterly along said slough to its intersection with an existing fence line; thence Southwesterly along said fence, as said fence now exists, to a point on the Easterly line of the County road, which is 10 feet, more or less, Northwesterly (as measured along said road) from the point of beginning; thence Southeasterly along the Easterly line of said County road to the point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel "G":

That portion of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 35 North, Range 3 East, Willamette Meridian, described as follows:

Beginning at the Southwest corner of said Northwest 1/4; thence South 89° 48' 01" East, along the East/West centerline of said Section 2, a distance of 30.00 feet to the Easterly line of Worline Road; thence North 00° 02' 28" West, parallel to the West line of said Northwest 1/4 of Section 2, a distance of 550.00 feet to the most Northerly corner of a tract conveyed to Gilbert Slind et ux., by deed recorded March 12, 1974 under Auditor's File No. 797733 and the true point of beginning; thence South 59° 32' 28" East, along the Northeasterly boundary of said Slind tract, a distance of 78.37 feet; thence South 89° 57' 32" West, a distance of 67.52 feet to the Easterly line of Worline Road; thence North 00° 02' 28" West, along said Easterly line, a distance of 39.77 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel "H":

That portion of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 35 North, Range 3 East, Willamette Meridian, described as follows:

Beginning at the Southwest corner of said Northwest 1/4; thence South 89° 48' 01" East, along the East/West centerline of said Section 2, a distance of 30.00 feet to the Easterly line of Worline Road;

thence North 00° 02' 28" West, a parallel to the West line of said Northwest 1/4 of Section 2, a distance of 550.00 feet to the most Northerly corner of a tract conveyed to Gilbert Slind et ux., by deed recorded March 12, 1974 under Auditor's File No. 797733; thence South 59° 32' 28" East, along the Northeasterly boundary of said Slind Tract, a distance of 145.08 feet to the true point of beginning; thence containing South 59° 32' 28" East, along said Northeasterly line, a distance of 54.93 feet to the Northeast corner of said Slind Tract; thence South 00° 02' 28" East, along the East line of said Slind Tract, a distance of 150.00 feet to the Southeast corner thereof; thence North 59° 32' 28" West, along the Southwesterly line of said Slind Tract, a distance of 111.78 feet; thence North 89° 57' 32" East, a distance of 48.99 feet; thence North 00° 02' 28" West, a distance of 121.14 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel "I":

The Northeast quarter of Section 24, Township 35 North, Range 3 East, Willamette Meridian, EXCEPT Bell Road, Cook Road, and Pulver Road; ALSO EXCEPT those portions described as follows:

Beginning at the Southwest corner of the Southwest quarter of the Northeast quarter of said Section; thence East along the South line of said Northeast quarter a distance of 495 feet; thence North parallel with the West line of said Southwest quarter of the Northeast quarter, a distance of 880 feet; thence West to the West line of said Southwest quarter of the Northeast quarter; thence South 880 feet to the point of beginning.

Beginning at the Northeast corner of said Northeast quarter; thence South 02° 22' East along the East line of said Subdivision 689 feet; thence South 89° 08' West 1052 feet; thence North 02° 22' West 689 feet to the North line of said subdivision; thence North 89° 08' East along said North line 1052 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

THE SOUTH 20 RODS OF THE NORTHWEST QUARTER OF SECTION 3, EXCEPT NORTHWOOD ROAD ALONG THE EAST LINE THEREOF; THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; THE SOUTH 20 RODS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND ALL OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4;

EXCEPT THE NORTH 20 FEET THEREOF; IN SECTION 4, ALL IN TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS:

TRACT A

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; ALSO THE SOUTH 10 ACRES OF THE FOLLOWING TRACTS:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 3, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.;

TRACT B

ALL THAT PART OF THE SOUTH 20 RODS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 4, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., LYING WESTERLY OF FISH TRAP CREEK;

TRACT C

A TRACT OF LAND LOCATED PARTLY IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PARTLY IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED BY CONTRACT TO MARVIN J. VANMERSBERGEN AND WIFE, UNDER WHATCOM COUNTY AUDITOR'S FILE NO. 927800, WITH THE NORTH AND SOUTH CENTERLINE OF SAID

SECTION, TOWNSHIP AND RANGE; THENCE NORTHERLY ALONG SAID CENTERLINE 466.69 FEET; THENCE WESTERLY 466.69 FEET; THENCE SOUTHERLY AT RIGHT ANGLES 466.69 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE VANMERSBERGEN TRACT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID VANMERSBERGEN TRACT TO THE PLACE OF BEGINNING.

SITUATE IN COUNTY OF WHATCOM, STATE OF WASHINGTON

EXHIBIT B**PERSONAL PROPERTY**

All of the following collateral which is now or hereafter owned by Mortgagor, as debtor, attached to, or produced from, or used in connection with the Real Estate described on Exhibit A attached hereto (the "**Real Estate**"), and the products and proceeds thereof:

1. Irrigation wells, watering and irrigation equipment including pumps, motors, generators, pipes, center pivot irrigators and sprinklers, water stock and water rights, including but not limited to, the Raynes water right recorded in June 1957, the Drakes water right recorded in July, 1958, the Pickering water right recorded in July, 1952 and the Honcoop water right recorded in June, 1974.