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05/02/2019 03:21 PM Pages: 1 of 10 Fees: \$108.00  
Skagit County Auditor

Return recorded document to:  
RABO AGRIFINANCE LLC  
14767 N. Outer 40 Rd., Suite 400  
Chesterfield, MO 63017  
Attn: Closing Department

DeBoer Dairy LLC

Real Estate Term Loan #1: 10925400  
Dairy Herd Line of Credit #1: 22105481 (10931100)  
Equipment Term Loan #1: 22106507  
Term Loan #1: 22111745

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

Document Title: *Modification of Mortgage*

Reference Number(s) of Documents assigned or released: *N/A 201403110065*

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

DeBoer, Sidney

De Boer, Jean Elizabeth

De Boer, Cornelius Sidney

Grantee: RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent

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

\_\_\_\_\_

Additional legal is on page \_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number:

Assessor Tax # not yet assigned

\_\_\_\_\_

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

**MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**  
(Skagit County, Washington)

Real Estate Term Loan #: 10925400  
Dairy Herd Line of Credit #: 22105481 (10931100)  
Equipment Term Loan #: 22106507  
Term Loan #: 22111745

**THIS MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT** is made as of March 28, 2019 between RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo AgriFinance LLC, in that capacity, "Mortgagee") formerly known as Rabo Agrifinance, Inc. a Delaware corporation located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017 ("Lender"), and SIDNEY DEBOER (a/k/a Sidney C. DeBoer, Sid DeBoer and Sidney De Boer) ("Sidney DeBoer") and JEAN ELIZABETH DE BOER (a/k/a Jean DeBoer, Jean E. DeBoer and Jean Elizabeth DeBoer) ("Jean De Boer"), married spouses and CORNELIUS SIDNEY DE BOER (a/k/a Cornelius DeBoer, Cornelius S. DeBoer, Neil DeBoer, Corneleius S. DeBoer, Cornelius Sidney DeBoer and Corenelius De Boer) ("Cornelius De Boer"), an unmarried person who is not part of a civil union or domestic partnership (Sidney DeBoer, Jean De Boer, and Cornelius De Boer are herein individually and collectively, "Grantor").

**WITNESSETH:**

**WHEREAS**, Lender is the holder of (i) the Real Estate Term Loan #1 Note from Borrower to Secured Parties, (ii) the Dairy Herd Line of Credit #1 Note from Borrower to Secured Parties, (iii) the Equipment Term Loan #1 Note from Borrower to Secured Parties and (iv) the Term Loan #1 Note from Borrower to Secured Parties (, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note") made by DeBoer Dairy LLC, a Washington limited liability company; Sidney Deboer, a married person or member of a civil union or domestic partnership; Cornelius Sidney De Boer, an unmarried person who is not part of a civil union or domestic partnership; and Aaron Cornelius De Boer, a married person or member of a civil union or domestic partnership ("Borrower"), secured by a mortgage, deed of trust, or security deed ("Mortgage") dated March 11, 2014 executed by Grantor to Lender and recorded in Skagit County, WA under recording number 201403110065. in the records of Skagit County, Washington; and

**WHEREAS**, the parties hereto are desirous of modifying the Note and Mortgage in the particulars hereinafter mentioned.

**NOW THEREFORE**, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Grantor affirmatively represents to Lender that the debt currently evidenced by the MCA and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the MCA and Note without defect, adjustment or offset, and that the Mortgage given by Grantor to Lender to secure the indebtedness evidenced by the MCA constitutes a good and valid lien on the collateral described in the Mortgage to secure the MCA and Note.
3. **Second Paragraph** of the Mortgage is hereby amended and replaced in its entirety as follows:

RABO AGRIFINANCE LLC, a Delaware limited liability company, as Lender ("Lender") has agreed to make up to \$3,844,875.00 in loans to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Borrower and Lender dated January 26, 2017, as may be amended, modified, replaced or supplemented from time to time (the "MCA"). Each capitalized term used in this mortgage that is defined in the MCA

and not defined in this mortgage will have the meaning specified in the MCA. This mortgage will be interpreted in accordance with the Drafting Conventions.

4. **Section 1. Secured Obligations** of the Mortgage is hereby amended and replaced in its entirety as follows:

**Secured Obligations.** Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 3, and grants the security interest under Section 4, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the MCA), including (i) the Real Estate Term Loan #1 Note dated January 26, 2017, from Borrower to Lender in the original principal amount of \$2,453,100.00; (ii) the Dairy Herd Line of Credit #1 Note dated March 28, 2019, from Borrower to Lender in the original principal amount of \$900,000.00; (iii) the Equipment Term Loan #1 Note dated January 26, 2017, from Borrower to Lender in the original principal amount of \$241,775.00; (iv) the Term Loan #1 Note dated January 26, 2017, from Borrower to Lender in the original principal amount of \$250,000.00 (the Real Estate Term Loan #1 Note, the Dairy Herd Line of Credit #1 Note, the Equipment Term Loan #1 Note, and the Term Loan #1 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (v) all Hedging Obligations; and (vi) all other indebtedness, liabilities and obligations of Borrower to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this Mortgage; (c) all obligations of Borrower to Lender, Coöperatieve Rabobank U.A., (trading as Rabobank), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Borrower and which specifically recites that those obligations are secured by this Mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All Persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the MCA, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This Mortgage does not secure any obligation which is unsecured pursuant to the express terms of the MCA or any other document, agreement or instrument. Without limitation of the foregoing, this Mortgage does not secure the indebtedness, liabilities and obligations of Guarantor as guarantor under the terms and conditions of the Guaranty or any other guaranty given by Guarantor to secure the Hedging Obligations.

5. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is adjacent to Grantor's signature below; (b) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Grantor's exact legal name is as set forth in the first paragraph of this Agreement.
6. Grantor's submission of any report, record or other information pertaining to Grantor's or any of its subsidiary's condition or operations, financial or otherwise, from time to time, whether or not required under the terms of this Agreement, will be deemed to be accompanied by a representation by Grantor that such report, record or information is complete and accurate in all material respects as to Grantor's or any such subsidiary's (and, if applicable, any of Grantor's or such subsidiary's partners, shareholders, partners, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.
7. **WAIVER OF PRIOR CLAIMS.** MORTGAGOR WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF

THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS AGREEMENT, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR VIOLATION OF ANY LAW, RULE OR REGULATION

8. All of the provisions of the Note and Mortgage shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Grantor is vested with the fee simple title to the premises covered by the Mortgage. And the said Grantor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Mortgage as herein modified, and nothing herein contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage Modification Agreement to be duly executed as of the day and year first above written.

LENDER

Address for Notices:  
14767 N. Outer 40 Rd., Suite 400  
Chesterfield, MO 63017  
Attention: Loan Closing Department

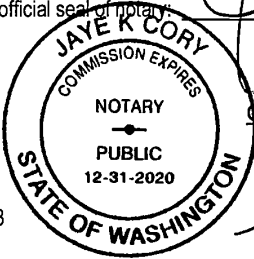
RABO AGRIFINANCE LLC

By: [Signature]  
Name: Jonathan Vanderkooy  
Title: Vice President

STATE OF ~~MISSOURI~~ <sup>WASH</sup> )  
COUNTY OF Sikagit ) ss

On this 2nd day of May in the year 2019 before me,  
Jay K Cory a Notary Public in and for said state, personally appeared  
Jonathan Vanderkooy (name of officer), Vice President (title), of RABO  
AGRIFINANCE LLC, a Delaware limited liability company, known to me to be the person who executed the within agreement or  
instrument on behalf of that corporation and acknowledged to me that he or she executed the same for the purposes therein  
stated.

Official signature and official seal of notary [Signature]



GRANTOR

Address for Notices:  
8426 District Line Road  
Burlington, Washington 98233

[Signature]  
SIDNEY DEBOER, Individually and as Personal Representative of  
the Estate of Jean DeBoer, deceased (a/k/a Sidney C. DeBoer, Sid  
DeBoer and Sidney De Boer)

Address for Notices:  
8426 District Line Road  
Burlington, Washington 98233

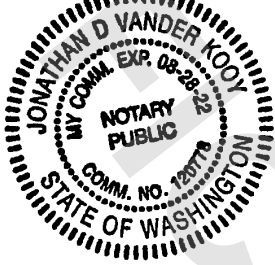
*Cornelius Sidney DeBoer*

CORNELIUS SIDNEY DE BOER (a/k/a Cornelius DeBoer, Cornelius S. DeBoer, Neil DeBoer, Corneleius S. DeBoer, Cornelius Sidney DeBoer and Corenelius De Boer)

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this day personally appeared before me SIDNEY DEBOER Individually and as Personal Representative of the Estate of Jean DeBoer, deceased (a/k/a Sidney C. DeBoer, Sid DeBoer and Sidney De Boer), to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 2nd day of May, 2019.

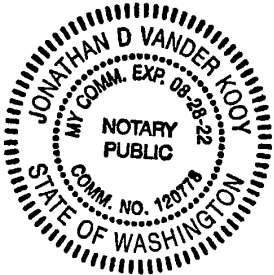


JV  
Notary Public residing at Burlington, WA  
Printed Name: Jonathan Vanderkooy  
My Commission Expires: 8-28-22

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this day personally appeared before me CORNELIUS SIDNEY DE BOER, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 2nd day of May, 2019.

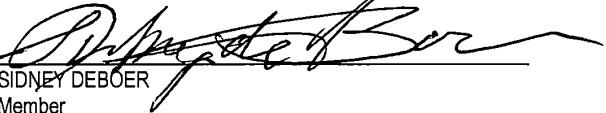


JV  
Notary Public residing at Burlington, WA  
Printed Name: Jonathan Vanderkooy  
My Commission Expires: 8-28-22

**CONSENTED TO BY BORROWER**

Address for Notices:  
8426 District Line Road  
Burlington, Washington 98233

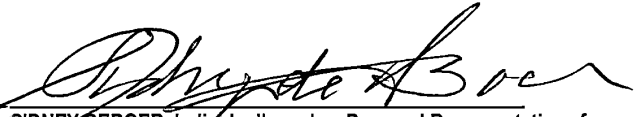
DEBOER DAIRY LLC, a Washington limited liability company

By:   
SIDNEY DEBOER  
Member


By:   
CORNELIUS SIDNEY DE BOER  
Member

By:   
AARON CORNELIUS DE BOER  
Member

Address for Notices:  
8426 District Line Road  
Burlington, Washington 98233

  
SIDNEY DEBOER, Individually and as Personal Representative of  
the Estate of Jean DeBoer, deceased (a/k/a Sidney C. DeBoer, Sid  
DeBoer and Sidney De Boer)

Address for Notices:  
8426 District Line Road  
Burlington, Washington 98233

  
CORNELIUS SIDNEY DE BOER (a/k/a Cornelius DeBoer, Cornelius  
S. DeBoer, Neil DeBoer, Corneleius S. DeBoer, Cornelius Sidney  
DeBoer and Corenelius De Boer)

Address for Notices:  
8423 District Line Road  
Burlington, Washington 98233

  
AARON CORNELIUS DE BOER (a/k/a Aaron Cornelius DeBoer,  
Aaron C. DeBoer, Aaron C. De Boer, Aaron De Boer and Aaron  
DeBoer)

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 2nd day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SIDNEY DEBOER a/k/a Sidney C. DeBoer, Sid DeBoer and Sidney De Boer) Individually and as Personal Representative of the Estate of Jean DeBoer, deceased to me known to be the Member of DEBOER DAIRY LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that Sidney DeBoer authorized to execute the said instrument and that the seal affixed is the [company/corporate] seal of said limited liability company.

Given under my hand and seal of office this 2nd day of May, 2019



JV

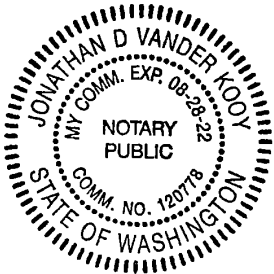
Notary Public residing at Burlington, WA  
Printed Name: Jonathan VanderKooij  
My Commission Expires: 8-28-22

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this 2nd day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CORNELIUS SIDNEY DE BOER (a/k/a Cornelius DeBoer, Cornelius S. DeBoer, Neil DeBoer, Corneleius S. DeBoer, Cornelius Sidney DeBoer and Corenelius De Boer), to me known to be the Member of DEBOER DAIRY LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated

that Cornelius DeBoer authorized to execute the said instrument and that the seal affixed is the [company/corporate] seal of said limited liability company.

Given under my hand and seal of office this 2nd day of May, 2019.



JV

Notary Public residing at Burlington, WA  
Printed Name: Jonathan VanderKooij  
My Commission Expires: 8-28-22

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF Skagit )

On this 2nd day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared AARON CORNELIUS DE BOER a/k/a Aaron Cornelius DeBoer, Aaron C. DeBoer, Aaron C. De Boer, Aaron De Boer and Aaron DeBoer) to me known to be the Member of DEBOER DAIRY LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that Aaron DeBoer authorized to execute the said instrument and that the seal affixed is the [company/corporate] seal of said limited liability company.

Given under my hand and seal of office this 2nd day of May, 2019

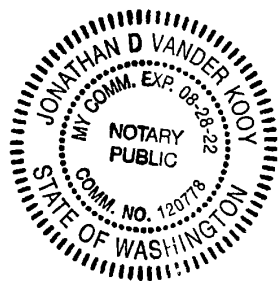


[Signature]  
Notary Public residing at Burlington, WA  
Printed Name: Jonathan VanderKoo  
My Commission Expires: 8-28-22

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF Skagit )

On this day personally appeared before me SIDNEY DEBOER (a/k/a Sidney C. DeBoer, Sid DeBoer and Sidney De Boer) Individually and as Personal Representative of the Estate of Jean DeBoer, deceased to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 2nd day of May, 2019

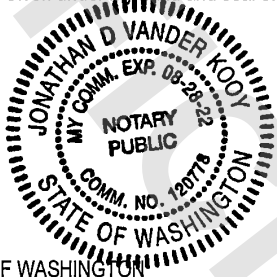


[Signature]  
Notary Public residing at Burlington, WA  
Printed Name: Jonathan VanderKoo  
My Commission Expires: 8-28-22

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this day personally appeared before me CORNELIUS SIDNEY DE BOER (a/k/a Cornelius DeBoer, Cornelius S. DeBoer, Neil DeBoer, Corneleius S. DeBoer, Cornelius Sidney DeBoer and Corenelius De Boer, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 2nd day of May, 2019.

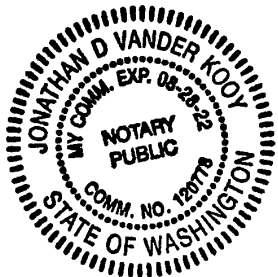


[Signature]  
Notary Public residing at Burlington, WA  
Printed Name: Jonathan VanderKooij  
My Commission Expires: 8-28-22

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this day personally appeared before me AARON CORNELIUS DE BOER (a/k/a Aaron Cornelius DeBoer, Aaron C. DeBoer, Aaron C. De Boer, Aaron De Boer and Aaron DeBoer), to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 2nd day of May, 2019.



[Signature]  
Notary Public residing at Burlington, WA  
Printed Name: Jonathan VanderKooij  
My Commission Expires: 8-28-22