



200503140144
Skagit County Auditor
3/14/2005 Page 1 of 5 11:39AM

After recording return to:

Washington Lettuce & Vegetable Co, Inc.
c/o Dean Cunningham
13224 Farm to Market Road
Mount Vernon, WA 98273

**CHICAGO TITLE
ACCOMODATION RECORDING**
Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity.

**ASSIGNMENT OF JUDGMENT AND DECREE OF FORECLOSURE
(AND NOTE AND MORTGAGE) AND WAIVER OF BORROWER RIGHTS**

FOR VALUE RECEIVED, and at the request of David Youngquist, ("Borrower"), and Jay Koetje Fishing Company, Inc., a Washington corporation, and Washington Lettuce and Vegetable, Company, Inc., a Washington corporation, ("Assignee"), Northwest Farm Credit Services, FLCA, successor in interest to Northwest Farm Credit Services, ACA, successor in interest to The Federal Land Bank of Spokane ("Lender"), 1700 South Assembly Street, Spokane, Washington 99220, hereby grants, conveys, assigns, and transfers to Assignee, whose addresses are 16536 Moberg Road, Mount Vernon, Washington, 98273, and 3724 - 78th Ave. E., Fife, Washington, 98424, respectively, all of its right, title and interest in and to that certain Judgment and Decree of Foreclosure ("judgment") in the case of Northwest Farm Credit Services, FLCA v. David Youngquist, et al, Skagit County Superior Court Cause No. 01-2-00920-9, entered on January 31, 2002, and the amounts due thereunder, as well as the mortgage sued and foreclosed upon in said case, the said mortgage dated April 28, 1981, describing property therein, as recorded on May 5, 1981, under Instrument No. 8105050028, records of Skagit County, Washington, executed by David Youngquist, Grantor, together with the note secured thereby.

The judgment has been recorded with the Skagit County Auditor on February 4, 2002, under recording No. 200202040088. The judgment, note and mortgage are assigned without recourse against, and without warranties or representations of any kind, express or implied of, Lender, any and all predecessors, successors, assigns, and related corporations, past or present, the capital stock in Northwest Farm Credit Services, ACA, issued in connection with said note and Mortgage, Lender's agents, employees, and attorneys, or George Benson or the Law Firm of Keithly, Weed, Graafstra & Benson, Inc., P.S.

The following consideration shall be paid from Assignee to Lender for the assignment of the judgment, note and mortgage:

PAGE ONE

\$156,489.07 plus per diem interest from February 22, 2002 at the rate of \$56.886.

Assignee shall be responsible to immediately prepare all notices and pleadings and notify the Skagit County Superior Court and all necessary parties and persons of this Assignment.

NOTICE TO BORROWERS; THIS IS A WAIVER AND RELEASE OF ALL BORROWER RIGHTS, READ CAREFULLY BEFORE SIGNING.

Borrowers certify they have carefully read this Assignment of Note and Mortgage and Waiver of Borrower Rights (hereafter "Agreement"), that they understand the contents of this Agreement; that in executing this Agreement they have not relied on the advice, opinions or statements of Lender or its officers, directors, employees, or attorney; that Borrowers have reviewed the Agreement and have entered into this Agreement of their own free will and accord. Borrowers acknowledge that Lender has advised Borrowers to confer with independent legal and tax advisors prior to entering into this Agreement. Borrowers have knowingly made their own determination as to whether or not to consult with legal and tax advisors. Borrowers are solely responsible for any federal or state tax consequences or other legal rights, responsibilities and consequences arising from this Agreement or any transaction affected hereby. Lender makes and has made no warranties or representations to the Borrowers concerning the Borrower's rights, responsibilities or the legal implications and consequences, including tax consequences arising from this Agreement or any related transactions.

Borrowers agree that prior to their execution of this Assignment, they had a full understanding and knowledge of certain rights under the Farm Credit Act of 1971, as amended, specifically including, but not limited to, Title IV, Part C (Rights of Borrowers; Loan Restructuring), 12 U.S.C. Section 2199 et seq., and part G (Miscellaneous {Right of First Refusal}), 12 U.S.C. Section 2219a, and regulations promulgated thereto (collectively "Borrower Rights"). Borrowers wish to waive and release any and all Borrower Rights in order to facilitate this assignment, which assignment constitutes valuable consideration for this waiver and release. Therefore, after having discussed Borrower Rights with their attorney or having had an opportunity to consult with an attorney of their choice but electing not to do so, and without any force, duress, or coercion, Borrowers hereby expressly and voluntarily waive and release any and all Borrower Rights that are pending, have accrued, or may accrue in the future. This waiver and release includes all Borrower Rights notices, privileges, considerations, reviews, and other duties that presently are or may be required and extends to Lender and Assignee, their heirs, successors, and assigns. Borrowers agree to sign, or cause to be signed, any further documents that may be necessary to relinquish such rights, whether to clear title or otherwise. Provided, however, that this waiver and release of Borrower Rights shall not become effective until completion of the assignment to Assignee. Borrowers further

PAGE TWO



200503140144
Skagit County Auditor

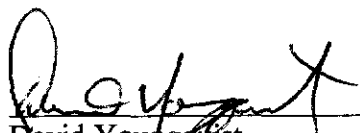
acknowledge that upon completion of this assignment, they will no longer be members of Northwest Farm Credit Services, ACA, and will be ineligible to participate in any of its affairs.

Assignee has made an independent determination that this Assignment and associated documents and the above waiver of Borrower Rights is sufficient for Assignee's purposes and has not relied upon the advice of Lender or its officers or agents in making this determination. **Assignee is responsible for recordation of this assignment.**

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

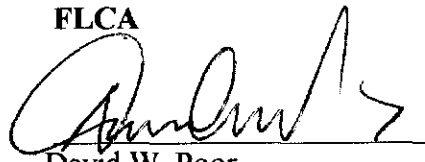
Date: February 22, 2002

BORROWER



David Youngquist

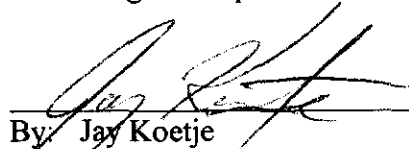
Northwest Farm Credit Services,
FLCA



David W. Poor
Its: *Authorized Agent*

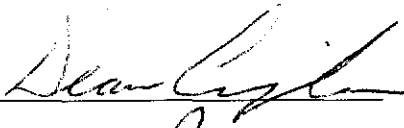
ASSIGNEES

Jay Koetje Fishing Company, Inc.,
a Washington corporation



By: Jay Koetje
Its: President

Washington Lettuce and Vegetable Company, Inc.,
a Washington corporation

By: 

Its: *Vice-Pres*

PAGE THREE

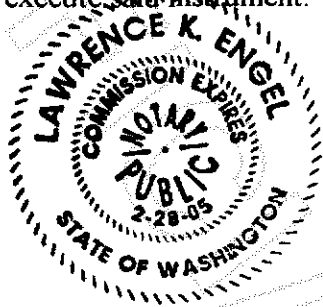


200503140144
Skagit County Auditor

3/14/2005 Page 3 of 5 11:39AM

State of Washington)
) ss.
County of Kings)

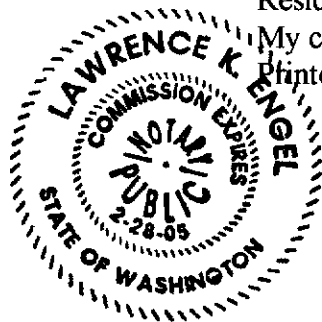
On this 1st day of ~~February~~ March, 2002, before me personally appeared David W. Poor, known to me to be the Authorized Agent of Northwest Farm Credit Services, FLCA, Lender, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same as its free act and deed and on oath stated that he was authorized to execute said instrument.



Lawrence K. Engel
Notary Public for the State of Washington
Residing at Redmond, WA
My commission expires: 2/28/05
Printed Name: LAWRENCE K. ENGLER

State of Washington)
) ss.
County of Kings)

On this 1st day of ~~February~~ March, 2002, before me personally appeared David Youngquist, known to me to be the individual Borrower that executed the within instrument, and acknowledged that he executed the same as his free and voluntary act and deed.



Lawrence K. Engel
Notary Public for the State of Washington
Residing at Redmond, WA
My commission expires 2/28/05
Printed Name LAWRENCE K. ENGLER



200503140144
Skagit County Auditor

3/14/2005 Page 4 of 5 11:39AM

State of Washington)
County of King) ss.

On this 1st day of February, 2002, before me personally appeared Jay Koetje, known to me to be the President of Jay Koetje Fishing Company, Inc., Assignee, the corporation 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 was authorized to execute said instrument.



[Signature]
Notary Public for the State of Washington,
Residing at [Address]
My commission expires 2/28/05
Printed Name Lawrence K. Engel

State of Washington)
County of King) ss.

On this 1st day of February, 2002, before me personally appeared [Signature], known to me to be the Vice President of Washington Lettuce and Vegetable Company, Inc., Assignee, the corporation 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.



[Signature]
Notary Public for the State of Washington,
Residing at [Address]
My commission expires 2/28/05
Printed Name Lawrence K. Engel



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3/14/2005 Page 5 of 5 11:39AM