



200708070115

Skagit County Auditor

8/7/2007 Page 1 of 6 3:30PM

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

Fresno - Credit Services
Attn: Notice Desk
CA1-520-01-01
P.O. Box 6179
Fresno, CA 93703-6179

Attention: Loan Administration

**MODIFICATION AGREEMENT
(Deed of Trust)**

Grantor(s):
Draper Valley Farms, Inc., a Washington corporation

GUARDIAN NORTHWEST TITLE CO.

Grantee:
BANK OF AMERICA, N.A.

61376
ACCOMMODATION RECORDING ONLY

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

Section 20, Township 35, Range 5; Ptn. SE NW;
Section 25, Township 35, Range 5; Ptn. NE NE (aka Lot 2 of Survey 8308290022);
Section 21, Township 35, Range 4; Ptn. NE NE; and
Section 16, Township 35, Range 5; Ptn. SW SE

Additional legal description is on Exhibit A of document

Assessor's Property Tax Parcel Account Number(s):

350520-2-008-0016, 350525-1-001-0200, 350421-1-001-0007, and 350516-4-003-0005

Reference No.:

Recorded on: February 4, 2000
Auditor's File No.: 200002040014
County records of: Skagit

**MODIFICATION AGREEMENT
(Deed of Trust)**

This MODIFICATION AGREEMENT (Deed of Trust) ("Modification Agreement") is made as of JULY 25, 2007, by Draper Valley Farms, Inc., a Washington corporation. ("Grantor") and Bank of America, N.A. ("Beneficiary").

Factual Background

A. Grantor executed a certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") for the benefit of Beneficiary, dated February 9, 2000, and recorded on February 4, 2000, under Auditor's File Number 200002040014, Records of Skagit County, State of Washington.

B. Grantor and Beneficiary desire to amend the Deed of Trust as set forth below.

Agreement

Therefore, Grantor and Beneficiary agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Deed of Trust.

2. The Debt Instrument secured by the Deed of Trust has changed or has been modified. Accordingly, Paragraph 2.1(a) of the Deed of Trust which describes the Debt Instrument is hereby modified to read as follows in its entirety:

(a) Payment of all obligations of Draper Valley Farms, Inc. ("Obligor") to Beneficiary arising under the instrument(s) or agreement(s) described below (collectively, the "Debt Instrument"):

(i) a certain Loan Agreement between Obligor and Beneficiary, dated as of March 1, 2006, and amended as of February 28, 2007, which provides for extensions of credit in a principal amount not exceeding Four Million Dollars and No Cents (\$4,000,000.00).

(ii) This Deed of Trust also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Beneficiary, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety.

3. Nothing in this Modification Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Debt Instrument or any other instrument or agreement evidencing any of the Secured Obligations. Except as provided in this Modification Agreement, the terms of the Deed of Trust remain in full force and effect. In the event any conflict is asserted between this Modification Agreement and any term or provision of the Deed of Trust, the Debt Instrument or any other instrument or agreement evidencing any of the Secured Obligations, this Modification Agreement shall control.



200708070115

Skagit County Auditor

IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Modification Agreement dated as of the day and year first above written.

PLEASE BE ADVISED THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Draper Valley Farms, Inc., a Washington Corporation

By: 
Richard Koplowitz, Secretary/Treasurer

BANK OF AMERICA, N.A.

By:  SH
Thomas E. Brown, Senior Vice President



ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

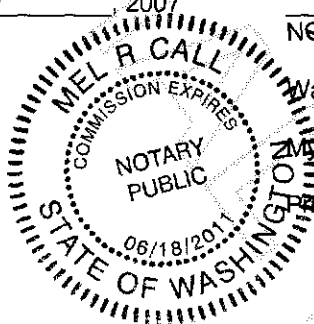
I certify that I know or have satisfactory evidence that RICHARD M. KRAWITZ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that

said person was authorized to execute the instrument and acknowledged it as the

Secretary / Treasurer

of Draper Valley Farms, Inc., a Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: JULY 25, 2007



Mel R. Call
NOTARY PUBLIC in and for the State of

Washington residing at: Mt. Vernon

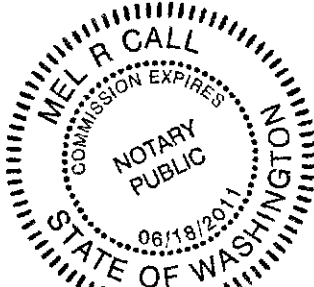
My commission expires: 6/18/2011

Print name: MEL R. CALL

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that RICHARD M. KRAWITZ is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Date: JULY 25, 2007



Mel R. Call
NOTARY PUBLIC in and for the State of

Washington residing at: Mt. Vernon

My commission expires: 6/18/2011

Print name: MEL R. CALL

Washington Modification Agreement (Deed of Trust)



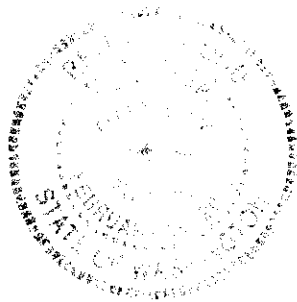
200708070115

Skagit County Auditor

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On 30th day of July 2007, I certify that I know or have satisfactory evidence that Janet Sleeper signed this instrument, and on oath stated that she is authorized to execute the instrument and acknowledged it as a Senior Vice President of Bank of America, N.A., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Reita J. Wood
Notary Public in and for the State of Washington,
Residing at Seattle
My commission expires: 2-26-2011
Printed Name: Reita J. Wood

[SEAL]



200708070115
Skagit County Auditor

EXHIBIT A

Description of Property

Parcel "A":

The Southeast 1/4 of the Northwest 1/4 of Section 20, Township 35 North, Range 5 East, W.M., EXCEPT the four following described portions thereof:

- 1.) The West 30 feet of the North 1/2 thereof;
- 2.) The West 16.5 feet of the North 1/2 of the South 1/2 of said subdivision;
- 3.) The County Road right-of-way commonly known as the Minkler Road; and
- 4.) That portion of said subdivision lying Northerly of the Minkler Road.

Parcel "B":

Tract 2 of Skagit County Survey recorded August 29, 1983, in Book 5 of Surveys, Pages 42 and 43, under Auditor's File No. 8308290022, being a portion of Government Lot 12, in Section 24, Township 35 North, Range 5 East, W.M., and a portion of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 35 North, Range 5 East, W.M.

TOGETHER WITH a non-exclusive easement for utilities over, under and across that portion of Tract 1 of said Survey 5-42, described as follows:

A 7 foot strip of land along the West line of and adjacent to Walberg Road.

Parcel "C":

The Northeast 1/4 of the Northeast 1/4 of Section 21, Township 35 North, Range 4 East, W.M., EXCEPT County Road right-of-way commonly known as the Dahlstedt Road along the North line hereof, AND ALSO EXCEPT the County Road right-of-way commonly known as the District Line road along the East line thereof.

Parcel "D":

The South 3/4 of the Southwest 1/4 of the Southeast 1/4 of Section 16, Township 35 North, Range 5 East, W.M., EXCEPT the West 20 feet and the South 20 feet thereof for County Road rights-of-ways and as conveyed by documents recorded under Auditor's File Nos. 84197 and 99638, AND ALSO EXCEPT mineral rights as reserved by the State of Washington by document recorded April 7, 1909, under Auditor's File No. 73057, in Volume 65 of Deeds, page 39, records of Skagit County, Washington.



200708070115

Skagit County Auditor