



200712280047
Skagit County Auditor

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Recorded at the Request of
And after recording return to:
Larry Jensen
15356 Produce Lane
Mt. Vernon, WA 98273

Document Title: Mortgage
Grantor: Berry Star Farms, L.L.C.
Grantee: Larry Jensen
Abbreviated Legal Description:

- 1. Section 3, Township 35, Range 3; Ptn. Gov Lots 3 and 4; and
- 2. Section 4, Township 35; Range 3, Ptn. Gov. Lot 1; (aka Lot 2, Short Plat No. 5-90)

Assessor Tax Parcel No:
1. P33727
2. P33731
3. P33785

GUARDIAN NORTHWEST TITLE CO.
B92531E-3

MORTGAGE DEED

ACCOMMODATION RECORDING ONLY

This Mortgage is given by **BERRY STAR FARMS, L.L.C.**, a Washington limited liability company, hereinafter called "Borrower", whose address is P.O. Box 412 Abbotsford BC to **LARRY JENSEN**, an individual, hereinafter called "Lender", whose address is 15356 Produce Lane, Mt. Vernon, WA 98273, which term includes any holder of this Mortgage, to secure the payment of the principal sum of **\$1,000,000.00** together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all terms, covenants, agreements, conditions and extensions of the Note and Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with **MORTGAGE COVENANTS**, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof:

See Exhibit A which is attached hereto and incorporated herein by this reference.

Borrower further covenants and agrees that:

- 1. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights.

in the mortgaged property and any amounts so paid shall be added to the sum due the Lender hereunder.

2. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
3. In the event that any condition of this Mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
4. In the event that the Borrower transfers an ownership interest (either legal or equitable) or any security interest in the mortgaged property, whether voluntary or involuntary, the the entire debt will be immediately due and payable.
5. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.
6. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.
7. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.


This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

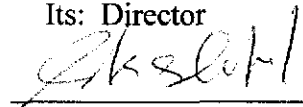
Executed under seal this 21 day of Dec, 20007.

BORROWER:

Berry Star Farms, L.L.C.,
A Washington limited liability company;

By: 0803610 B.C., Ltd., a British Columbia Corporation,
Its: Sole Member;

By: 
Bhajandeep S. Brar
Its: Director

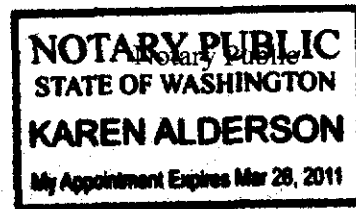
By: 
Gursewak S. Gill
Its: Director



STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

The foregoing instrument was acknowledged before me this 21st day of Dec., 2007, by **Bhajandeep S. Brar**, a director of **0803610 B.C. Ltd.**, a British Columbia corporation, the sole member of **Berry Star Farms, L.L.C.**, a Washington limited liability company, who acknowledged this instrument to be the free and voluntary act and deed of the limited liability company for the purposes herein mentioned, and on oath stated that he was authorized to execute this instrument on behalf of said company.

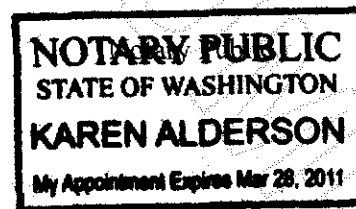
Print Name: Karen Alderson
Sign Name: Karen Alderson
Notary Expiration Date: 3-28-11



STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

The foregoing instrument was acknowledged before me this 21st day of Dec., 2007, by **Gursewak S. Gill**, a director of **0803610 B.C. Ltd.**, a British Columbia corporation, the sole member of **Berry Star Farms, L.L.C.**, a Washington limited liability company, who acknowledged this instrument to be the free and voluntary act and deed of the limited liability company for the purposes herein mentioned, and on oath stated that he was authorized to execute this instrument on behalf of said company.

Print Name: Karen Alderson
Sign Name: Karen Alderson
Notary Expiration Date: 3-28-11



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Exhibit A to Mortgage
Legal Description of Property

Lot 2 of Short Plat No. 5-90, approved January 31, 1990, recorded February 5, 1990, in Volume 9 of Short Plats, Page 198, under Auditor's File No. 9002050001, records of Skagit County, Washington; being all of Government Lot 1, Section 4, and a portion of Government Lots 3 and 4, lying Westerly of the Pacific Northwest Traction Company right-of-way in Section 3, all in Township 35 North, Range 3 East of W.M..

Except Drainage District No. 16 rights-of-way.



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