

Return Address:
Farm Credit Services - Burlington
265 East George Hopper Road
PO Box 966
Burlington, WA 98233.



201006150013
Skagit County Auditor

6/15/2010 Page 1 of 10 10:10AM

LAND TITLE OF SKAGIT COUNTY

THIS DEED OF TRUST IS SECOND AND SUBORDINATE TO THAT CERTAIN DEED OF TRUST
Please print neatly or type information RECORDED UNDER AUDITOR FILE NO. 201006150013

Document 1 Title: Line of Credit Mortgage
Reference #s:
Additional Reference #s on page _____

Grantors: Western Valley Farm L.L.C. Boon, David L.	Grantees: Northwest Farm Credit Services, PCA
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Additional grantors on page 2 Additional grantees on page _____

Document 2 Title: Fixture Filing
Reference #s: _____
Additional Reference #s on page _____

Grantors: Western Valley Farm L.L.C. Boon, David L.	Grantees: Northwest Farm Credit Services, PCA
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Additional grantors on page 2 Additional grantees on page _____

Legal description (abbreviated form: i.e. lot, blk, plat or S,T,R quarter/quarter):

FU 121, IB 78, Grant County; A: SW1/4 of NE1/4 & Ptn Gov. Lot 2, 6-33-4 E; B: N1/2 of NW1/4 of SE1/4, 17-33-4 E; and C: Lot 3B SP PL 07-0565; ptn SE1/4, 17-33-4 E.W.M., Skagit County

Additional legal is on page 2

Assessor's Property Tax Parcel/Account Numbers:

(Skagit Co.)	
330406-0-003-0008	P16412
330406-1-002-0007	P16436
330417-4-002-0008	P16743
330417-4-001-0009	P16739

(Grant Co.)
20-173-000

Mortgage (066568-141-999-99)

After Recording Return to:
Farm Credit Services - Burlington
265 East George Hopper Road
PO Box 966
Burlington, WA 98233.

Customer/Note No: 066568-141-999-99

**Line Of Credit
Mortgage
(Open End)
and Fixture Filing**

On June 11, 2010, Western Valley Farms L.L.C., which acquired title as Western Valley Farms, LLC, a Limited Liability Company and David L. Boon and Yvonne G. Boon, a married couple, hereinafter called Mortgagors, whose address is

20616 Bulson Road
Mount Vernon, WA 98274

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, PCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Skagit and Grant County(ies), State of Washington, more particularly described as follows:

SKAGIT COUNTY

PARCEL "A":

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and that portion of Government Lot 2, Section 6, Township 33 North, Range 4 East, W.M.,

EXCEPT that portion of Government Lot 2, described as follows:

Beginning at the South line of Hickox Road and the East line of Government Lot 2 of said Section 6, said point being 20 feet South of the Northeast corner of said Government Lot 2;
thence South $89^{\circ}31'13''$ West along the South line of Hickox Road, a distance of 780.22 feet;
thence South $00^{\circ}05'06''$ West, a distance of 149.15 feet;
thence South $38^{\circ}18'48''$ East, a distance of 62.11 feet;
thence South $89^{\circ}18'22''$ East, a distance of 367.28 feet;
thence South $2^{\circ}35'57''$ East, a distance of 148.45 feet;
thence North $89^{\circ}31'13''$ East, a distance of 395.05 feet to the East line of said Government Lot 2;
thence North $4^{\circ}22'57''$ West, along said East line of Government Lot 2, a distance of 354.89 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

Mortgage (066568-141-999-99)

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PARCEL "B":

The North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 17, Township 33 North, Range 4 East, W.M., EXCEPT that portion condemned by Drainage District No. 17 in Skagit County Civil Cause No. SC 5271.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

Lot 3B, Short Plat No. PL 07-0565, approved July 29, 2008 and recorded July 29, 2008, under Skagit County Auditor's File No. 200807290012, records of Skagit County, Washington; being a portion of the Southeast 1/4 of Section 17, Township 33 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

<u>Tax Account No.</u>	<u>Property I.D. No.</u>
330406-0-003-0008	P16412
330406-1-002-0007	P16436
330417-4-002-0008	P16743
330417-4-001-0009	P16739;

GRANT COUNTY

Farm Unit 121, Irrigation Block 78, Third Revision, Columbia Basin Project, according to the plat thereof recorded August 18, 1958, records of Grant, Washington.

Tax Parcel No. 20-173-000;

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

All equipment, machinery, appliances, and tools which are related to or a part of the dairy facilities, including but not limited to all property described herein, all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

All mobile homes and or manufactured homes located on the above described real property, or any replacements thereof, including but not limited to all parts, accessories and accessions thereto at any time made or acquired;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

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DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
June 11, 2010	\$1,000,000.00	June 1, 2011
June 11, 2010	\$1,150,000.00	June 1, 2011
June 11, 2010	\$500,000.00	June 1, 2011
June 11, 2010	\$350,000.00	June 1, 2011

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

In addition, this mortgage is intended to secure any other loans and advances made within five years from the date of this mortgage by Mortgagee to Mortgagors or any of them, no matter how evidenced; provided however, the aggregate sum of all unpaid principal balances of all such loans and advances secured hereby shall not, at any one time, exceed \$6,000,000.00, exclusive of interest and amounts advanced to protect Mortgagee's interests hereunder and under the Loan Documents. The continuing validity and priority of this mortgage for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Mortgagee nor commitment from Mortgagee to make future loans exist.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Mortgagor.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.

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7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.
11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.

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12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.
18. That Mortgagor warrants that Mortgagors' state of formation is the State of Washington, Mortgagors' state of residence is the State of Washington and Mortgagors' exact legal names are as set forth herein.

Mortgagors further subject any right, title and interest they may have under oral agreement, between David L. Boon and Yvonne G. Boon, as Lessor and Western Valley Farms L.L.C., as Lessee, to the lien of this mortgage.

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

Western Valley Farms L.L.C., a Limited Liability Company

By: Steven E. Boon
Steven E. Boon, Managing Member

By: David L. Boon
David L. Boon, Managing Member

By: Jeffrey S. Boon
Jeffrey S. Boon, Managing Member

By: Yvonne G. Boon
Yvonne G. Boon, Managing Member

David L. Boon
David L. Boon

Yvonne G. Boon
Yvonne G. Boon

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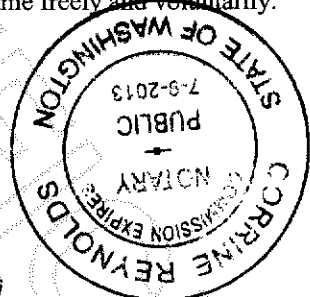


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STATE OF Washington
County of Skagit)ss.

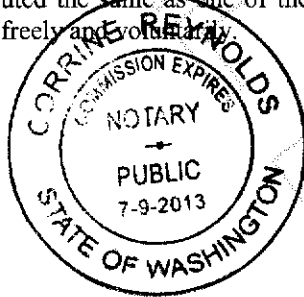
On this 11th day of June, 2010, before me personally appeared Steven E. Boon, known to me to be the Managing Member of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of Western Valley Farms L.L.C. and in the limited liability company name freely and voluntarily.



Corrine Reynolds
Printed name Corrine Reynolds
Notary Public for the State of Washington
Residing at Lacouer
My commission expires 7/9/13

STATE OF Washington
County of Skagit)ss.

On this 11th day of June, 2010, before me personally appeared David L. Boon, known to me to be the Managing Member of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of Western Valley Farms L.L.C. and in the limited liability company name freely and voluntarily.



Corrine Reynolds
Printed name Corrine Reynolds
Notary Public for the State of Lacouer
Residing at Lacouer
My commission expires 7/9/13

STATE OF Washington
County of Skagit)ss.

On this 11th day of June, 2010, before me personally appeared Jeffrey S. Boon, known to me to be the Managing Member of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of Western Valley Farms L.L.C. and in the limited liability company name freely and voluntarily.

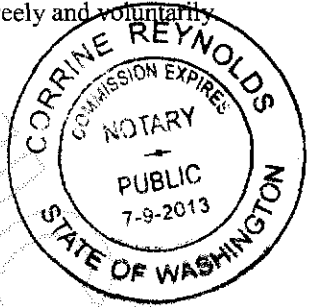


Corrine Reynolds
Printed name Corrine Reynolds
Notary Public for the State of Washington
Residing at Lacouer
My commission expires 7/9/13



STATE OF Washington)
)ss.
County of Skagit)

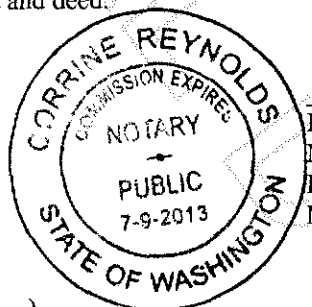
On this 11th day of June, 2010, before me personally appeared Yvonne G. Boon, known to me to be the Managing Member of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of Western Valley Farms L.L.C. and in the limited liability company name freely and voluntarily.



Corrine Reynolds
Printed name Corrine Reynolds
Notary Public for the State of Washington
Residing at LaConner
My commission expires 7/9/13

STATE OF Washington)
)ss.
County of Skagit)

On this 11th day of June, 2010, before me personally appeared David L. Boon, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Corrine Reynolds
Printed name Corrine Reynolds
Notary Public for the State of Washington
Residing at LaConner
My commission expires 7/9/13

STATE OF Washington)
)ss.
County of Skagit)

On this 11th day of June, 2010, before me personally appeared Yvonne G. Boon, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Corrine Reynolds
Printed name Corrine Reynolds
Notary Public for the State of Washington
Residing at LaConner
My commission expires 7/9/13



Mortgagee acknowledges that this mortgage is subject to a security interest in favor of CoBank, ACB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority.

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