



201703160079

Skagit County Auditor \$78.00
3/16/2017 Page 1 of 5 11:28AM

When recorded return to:

GERALD S. BALAS
671 VILLAGE DR
GALT, CA 95632

ACCOMMODATION RECORDING

CHICAGO TITLE
500053480

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 9th day of March between

as GRANTOR(S), Waterfront Coffee, Co.
whose address is 423 Avenue D Snohomish, WA 98290

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

and

as TRUSTEE, Chicago Title Company of Washington
whose address is 425 Commercial Mount Vernon, WA 98237

and

as BENEFICIARY, Gerald S. Balas and Wanda J. Balas, Trustees of the Gerald S. Balas and Wanda J. Balas
Family Revocable Trust, established June 5, 1984
whose address is 671 Village Dr. Galt, California 95632

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the
following described real property in Skagit County, Washington:

Lot 3, RIVER VALLEY ESTATES, according to the Plat thereof recorded under Auditor's File No.
~~200702138330~~, records of Skagit County, Washington.
200702130030

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): P125889/4920-000-003-0000

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of

Two hundred thousand even Dollars (\$ 200,000.00)

with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. **NO FURTHER ENCUMBRANCES:** (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

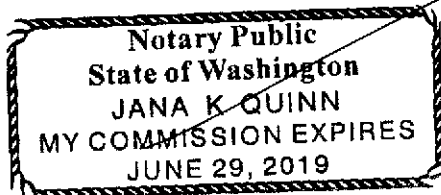
Gerald Steven Balas Jr.

STATE OF *Washington*
COUNTY OF *Snohomish*

ss.

I certify that I know or have satisfactory evidence that *Gerald Steven Balas Jr.*
(*is*/are) the person(s) who appeared
before me, and said person(s) acknowledged that *he* signed this instrument and acknowledged it to be
his free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: *march 15, 2017*



Jana K Quinn
Notary name printed or typed: *Jana K Quinn*
Notary Public in and for the State of Washington
Residing at *Granite Falls*
My appointment expires: *06/29/2019*

JKQ

REQUEST FOR FULL RECONVEYANCE - *Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

ss.

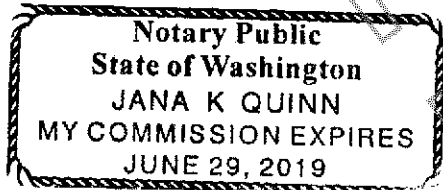
I certify that I know or have satisfactory evidence that * (s) are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledge it as the

Director of Waterfront Coffee Co.
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: March 15, 2017

Jana K Quinn
Notary name printed or typed: Jana K Quinn
Notary Public in and for the State of Washington
Residing at Granite Falls
My appointment expires: 06/29/2019

* Gerald Steven Balas Jr



DOCUMENT