

**RETURN ADDRESS:**  
WASHINGTON TRUST  
BANK  
Loan Service Center  
P.O. BOX 2127  
SPOKANE, WA  
99210-2127

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**212908-LT MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 202507180051

Additional on page \_\_\_\_

Grantor(s):

1. LAUT BALL PROPERTIES LLC

Grantee(s)

1. WASHINGTON TRUST BANK

Legal Description: Tr 2, Rev SP 14-83 #8608130026 (Ptn NW NW, 9-34-3 E W.M.) and Lot 1, 3, 4, & 5 BSP PL07-0187 #201108100067 (Ptn NW 1/4, 9-34-3 E W.M.)

Additional on page 2

Assessor's Tax Parcel ID#: 340309-2-003-0100/P21275; 8087-000-000-0005/P130703;  
8087-000-000-0004/P130702; 8087-000-000-0003/P130701; 8087-000-000-0001/P130699



\*0735\*

**THIS MODIFICATION OF DEED OF TRUST dated July 7, 2025, is made and executed between LAUT BALL PROPERTIES LLC, a Washington limited liability company, whose address is 13084 BALL RD, MOUNT VERNON, WA 98273-8201 ("Grantor") and WASHINGTON TRUST BANK, whose address is Smokey Point Branch, 2437 172nd Street NE Suite L103, Marysville, WA 98271 ("Lender").**

# **MODIFICATION OF DEED OF TRUST (Continued)**

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated February 14, 2025 (the "Deed of Trust") which has been recorded in Whatcom County, State of Washington, as follows:

**Recorded on February 25, 2025 under Skagit County Instrument No. 202502250056.**

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Whatcom County, State of Washington:

See the Legal Description set forth in the Deed of Trust as said Legal Description may have been thereafter amended, modified, altered or restated.

The Real Property or its address is commonly known as 13084, 13122 & 13124 Ball Road and 13213 Farm to Market Road, Mount Vernon, WA 98273. The Real Property tax identification number is 340309-2-003-0100/P21275; 8087-000-000-0005/P130703; 8087-000-000-0004/P130702; 8087-000-000-0003/P130701; 8087-000-000-0001/P130699.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

The promissory note dated February 14, 2025 in the original principal amount of \$3,690,000.00, was reduced to \$2,030,384.55 effective May 14, 2025.

The definition of "Note" in the Deed of Trust is hereby amended and modified to read in its entirety as follows:

**Note.** The word "Note" means the promissory note dated July 7, 2025, in the original principal amount of \$2,030,384.55 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**AFFIRMATIVE COVENANTS.** If the Property is used for purposes other than Grantor's residence, Grantor covenants and warrants that as long as this Deed of Trust or any Related Documents remain in effect, Grantor will:

**Notice of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Grantor's or the Property's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings, or similar actions affecting Grantor or Property which could materially affect the financial condition of Grantor or the Property.

**SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** Grantor understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Grantor in this Deed of Trust or in any certificate or other instrument delivered by Grantor to Lender under this Deed of Trust or any Related Documents. Grantor further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of any Related Documents, shall be continuing in nature, shall be deemed made and redated by Grantor at the time each Loan Advance is made, and shall remain in full force and effect until such time as Grantor's or Borrower's indebtedness shall be paid in full, or until this Deed of Trust or any Related Documents shall be terminated, whichever is the last to occur.

**COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original but all such counterparts, taken together, shall constitute one and the same Agreement.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 7, 2025.**

**GRANTOR:**

**LAUT BALL PROPERTIES LLC**

By:   
TROY A. LAUTENBACH, Manager, Member of LAUT BALL PROPERTIES LLC

By:   
TORREY LAUTENBACH, Manager, Member of LAUT BALL PROPERTIES LLC

**LENDER:**

**WASHINGTON TRUST BANK**

X   
Authorized Officer

MODIFICATION OF DEED OF TRUST  
(Continued)

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## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

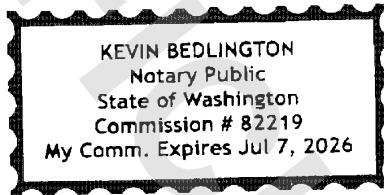
STATE OF Washington

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COUNTY OF Whatcom

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This record was acknowledged before me on July 7, 2025 by TROY A  
LAUTENBACH, Manager, Member of LAUT BALL PROPERTIES LLC.[Signature]  
(Signature of notary public)Vice President  
(Title of office)My commission expires:  
July 7, 2026  
(date)

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

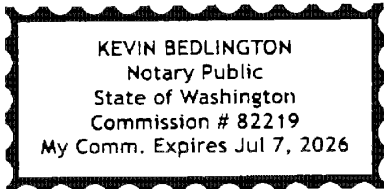
STATE OF Washington

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) SS

COUNTY OF Whatcom

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This record was acknowledged before me on July 7, 2025 by TORREY  
LAUTENBACH, Manager, Member of LAUT BALL PROPERTIES LLC.[Signature]  
(Signature of notary public)Vice President  
(Title of office)My commission expires:  
July 7, 2026  
(date)

MODIFICATION OF DEED OF TRUST  
(Continued)

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## LENDER ACKNOWLEDGMENT

STATE OF

Washington

COUNTY OF

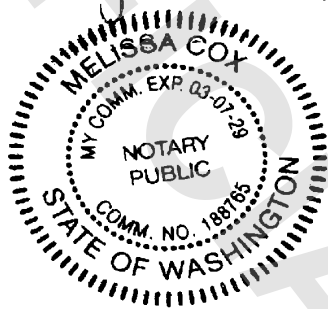
Snohomish

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This record was acknowledged before me on July 7, 2025 by Kevin  
Bedington as VP of WASHINGTON TRUST BANK.



(Signature of notary public)

Notary

(Title of office)

My commission expires:

03/07/29

(date)