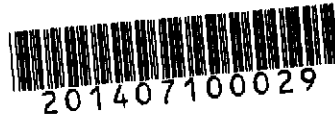


Record & Return To:
Veristone Capital
6725 116th Ave NE, Suite 210
Kirkland, WA 98033



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CHICAGO TITLE
620021610

Full Legal Description: See Below
Assessor's Tax Parcel No's: 4077-129-001-0300
Trustee: Reconveyance Professionals Inc.
Attn: Servicing Department - 2814-203

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on June 10, 2014. The grantor is PropertyVest, LLC, a Washington Limited Liability Company ("GRANTOR"), whose address is 21424 99th Ave S, Kent, WA 98031. The trustee is Reconveyance Professionals Inc., whose address is 2722 Colby Ave., Suite 125, Everett, WA 98201 ("TRUSTEE"). The beneficiary is Veristone Fund I, LLC, a Washington Limited Liability Company ("BENEFICIARY"), whose address is 6725 116th Ave NE, Suite 210, Kirkland, WA 98033.

WITNESSETH: GRANTORS hereby bargain, sell, grant, transfer, convey and assign to Trustee IN TRUST WITH POWER OF SALE, the following real property in Skagit County:

Lot 1, WILLIAMSON SHORT PLAT, SHORT PLAT NO. BURL 5-06, approved November 13, 2006, recorded November 16, 2006, under Auditor's File No. 200611160056, records of Skagit County, Washington; being a portion of Lot 1, Block 129, First Addition to Burlington, Skagit Co., Wash., according to the plat thereof, recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington. Situated in Skagit County, Washington

APN: 4077-129-001-0300

Situs Address: 817 S Pine Street
Burlington, WA 98233

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

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the principal sum of ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100 (U.S. \$120,000.00) with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary, or order, and made by Grantor, and all renewals, modifications, and extensions thereof and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The full debt, if not paid earlier, is due and payable on or before January 15th, 2015. Beneficiary shall release the lien of the subject Deed of Trust in accordance with the terms and conditions of that certain LOAN AGREEMENT- SUMMARY OF TERMS, entered into by and between Grantor and Beneficiary, of even date herewith, which Agreement is hereby incorporated herein by this reference.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To ensure the first lien position of the Beneficiary throughout the term of the loan. Grantor understands that the Beneficiary requires a first lien position and a strict performance of that first lien position and hereby authorizes Beneficiary, its successors and/or assigns, to protect the first lien position throughout the term of the loan at the Beneficiary's discretion and at the cost of the Grantor.
2. 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.
3. 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.
4. 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 in its interests may appear, and then to the Grantor. 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 in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
5. To defend any action or proceeding purporting to affect the security hereof or the rights or power 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.



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6. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any tax, 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.

8. Grantor shall pay all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance as well as Beneficiary costs, fees and expenses associated with the facilitation and tracking of works performed, or to be performed, by Trustee in an amount not to exceed \$550.00 and all lawful charges, costs and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in any eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default or failure to pay.
3. Upon default by Grantor in the payment of any indebtedness or obligation secured hereby by the property or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except the Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
4. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser of the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. The Deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.



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GUARANTY

THIS GUARANTY ("Guaranty") is made and entered into as of the date of close, by Daniel Engstrom ("Guarantor"), to and for the benefit of Veristone Fund I, LLC ("Lender").

RECITALS

A. Lender has agreed to loan to PropertyVest, LLC, ("Borrower") the principal sum of ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100 (U.S. \$120,000.00) ("Loan"), which Loan is to be evidenced by, among other documents, a Promissory Note ("Note"), and Deed of Trust ("Deed of Trust") of even date herewith (the foregoing documents, together with all amendments or modifications thereto, and any other documents evidencing or securing the Loan are collectively referred to herein as the "Loan Documents"), with respect to property described and defined therein ("Property").

B. Guarantor acknowledges that Guarantor is directly benefited by Lender making the Loan to Borrower and that, absent this Guaranty, Lender would not make the Loan to Borrower.

AGREEMENTS

NOW, THEREFORE, intending to be legally bound, the Guarantor, in consideration of the matters described in the foregoing Recitals, which Recitals are incorporated herein and made a part hereof, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, hereby covenants and agrees for the benefit of Lender and its respective successors, endorsees, transferees, participants and assigns as follows:

1. The Guarantor absolutely, unconditionally and irrevocably, guarantees:

(a) the full and prompt payment of the principal of and interest on the Note when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, and the full and prompt payment of all sums which may now be or may hereafter become due and owing under the Note and the other Loan Documents;

(b) the prompt, full and complete performance of all of Borrower's obligations, including without limitation any payment obligations, under each and every covenant contained in the Loan Documents; and

(c) the full and prompt payment of any Enforcement Costs (as hereinafter defined in Section 7 hereof).

All amounts due, debts, liabilities and payment obligations described in subsections (a) and (b) of this Section 1 shall be hereinafter collectively referred to as the "Indebtedness."

2. In the event of any default by Borrower in the payment of the Indebtedness, after the expiration of any applicable cure or grace period, the Guarantor agrees on demand by Lender or the holder of the Note, to pay the Indebtedness regardless of any defense, right of set-off or claims which Borrower or the Guarantor may have against Lender or the holder of the Note.

To the extent permitted by law, all of the remedies set forth herein and/or provided for in any of the Loan Documents or at law or equity shall be equally available to Lender, and the choice by Lender of one such alternative over another shall not be subject to question or challenge by the Guarantor or any other person, nor shall any such choice be asserted as a defense, setoff, or failure to mitigate damages in any action, proceeding, or counteraction by Lender to recover or seeking any other remedy under this Guaranty, nor shall such choice preclude Lender from subsequently electing to exercise a different remedy. The parties have

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5. The power of sale conferred by this Deed of Trust and the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
6. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on 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.
7. Lender may appoint a successor trustee by an instrument executed and acknowledged by Lender and recorded in the county in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties, and authority of the Trustee with the same effect as if originally made Trustee hereunder.

GRANTOR: PropertyVest, LLC, a Limited Liability Company

Authorized Signing Member Name: Daniel Engstrom and Angela Engstrom
On behalf of: PropertyVest, LLC

By: [Signature]
Signature: Daniel Engstrom

Date: 7-9-14

By: [Signature]
Signature: Angela Engstrom

Date: 7-9-14

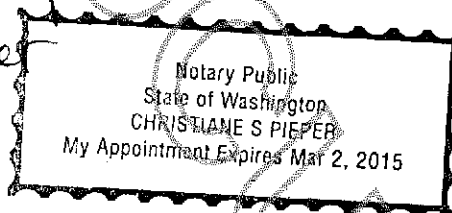
STATE OF Washington)
COUNTY OF King) ss:

I hereby certify that I know or have satisfactory evidence that Daniel Engstrom and Angela Engstrom is/are the person(s) who appeared before me. Said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument and, on oath, stated that he/she/they is/are authorized to execute the instrument on behalf of PropertyVest, LLC as Members

GIVEN under my hand and official seal this 9 day of July, 2014

[Signature]
Notary Public in and for the State of Washington

Print Notary Name: Christiane Pieper
Residing at: Lacoma
My Commission Expires: 03-02-2015



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