

Return Address:

Veristone
6725 116th Ave NE, Suite 210
Kirkland, WA 98033



201410230037

Skagit County Auditor

\$75.00

10/23/2014 Page

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2014.497

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 201407100029

Grantor(s):

1. PropertyVest, LLC

Grantee(s)

1. Veristone Fund I, LLC

Legal Description:

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

Assessor's Tax Parcel ID#: 4077-129-001-0300

THIS MODIFICATION OF DEED OF TRUST dated October 20, 2014, is made and executed between PropertyVest, LLC ("Grantor") and Veristone Fund I, LLC whose address is 6725 116th Ave NE, Suite 210, Kirkland, WA 98033 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust (the "Deed of Trust") dated June 10th, 2014 executed 07/09/2014 which has been recorded in Skagit County, State of Washington, as follows:

Recorded on 07/10/2014, under recording number 201407100029 in Skagit County, Washington.

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

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.
Situating in Skagit County, Washington

APN: 4077-129-001-0300

Situs Address: 817 S Pine Street, Burlington, WA 98233

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

MODIFY Principal Increase by THIRTY THOUSAND DOLLARS (\$30,000.00 U.S.) from ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100 (\$120,000.00 U.S.) to ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (U.S. \$150,000.00).

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.



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RELEASE OF CLAIMS. Grantor [and Guarantors], jointly and severally, hereby release and discharge Lender, its officers, directors, managers and employees of and from any and all claims, causes of action, or liabilities of any kind or nature, now known or hereafter discovered, from whatever cause arising out of, related to or occurring as result of the Loan or, Note prior to the date of this Modification (collectively, "Claims"), all of which Claims are expressly hereby waived. This waiver and release of Claims is unconditional immediate, and binding upon each and all of Grantor, each Guarantor and their successors in interest, for all purposes in all proceedings hereafter, including without limitation any proceedings under the United States Bankruptcy Code. This waiver and release of Claims is a material and expressly bargained-for consideration of this Modification, severable, and independently enforceable notwithstanding a finding that any other provision hereof is unenforceable. Grantor and Guarantors irrevocably covenant and agree forever to refrain from initiating, filing, instituting, maintaining, or proceeding upon, or encouraging, advising or voluntarily assisting any other person or entity to initiate, institute, maintain or proceed upon any Claims of any nature whatsoever released in this release. Grantor has no defense, claim or setoff, legal or equitable, to the full payment and performance of Grantor's obligations to Lender under the Loan Documents, as the same may be modified pursuant to this 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 October 20, 2014

GRANTOR: PropertyVest, LLC

X 
PropertyVest, LLC
By: Daniel Engstrom

NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW, RCW CHAPTER 19.36.

LENDER;
Veristone Fund I, LLC

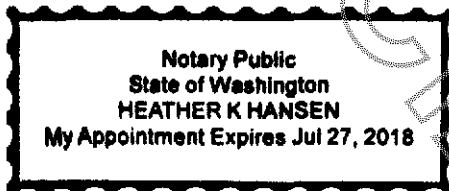
By: 
Print Veristone Fund I, LLC by Rhett Bordner



STATE OF WASHINGTON
COUNTY OF KING

LLC/Corporate Acknowledgement

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of October, 2014, within my jurisdiction, the within named Daniel Engstrom, who acknowledged that he/she/they is/are authorized to sign on behalf of PropertyVest, LLC, a Washington limited liability company, and that for and on behalf of the said limited liability company/corporation, and as its act and deed he/she/they executed the above and foregoing instrument, after first having been duly authorized by said limited liability company/corporation so to do.



Notary Public in and for the State of Washington

Heather K Hansen
Print Notary Name

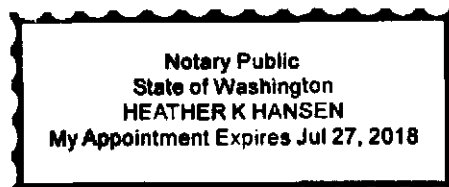
Residing at: Puyallup

My Commission Expires: 07/27/2018

STATE OF WASHINGTON
COUNTY OF KING

LENDER ACKNOWLEDGEMENT

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of October, 2014 within my jurisdiction, the within named Daniel Engstrom, who acknowledged that he/she is the Manager of Veristone Fund I, LLC, a Washington limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



Notary Public in and for the State of Washington

Heather K Hansen
Print Notary Name

Residing at: Puyallup

My Commission Expires: 07/27/18

