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**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,  
DEPARTMENT OF FINANCIAL  
INSTITUTIONS,

Plaintiff,

v.

CHESTERFIELD MORTGAGE  
INVESTORS, INC., CHARLES M.  
CHESTERFIELD, AND KEY BANK,

Defendants.

NO. 10-2-32403-8 SEA

DECLARATION OF JANET SO IN  
SUPPORT OF APPOINTMENT OF  
RECEIVER

I, JANET SO, declare as follows:

1. I am over the age of 18, not a party to the above-entitled action, and competent to be a witness. I make this declaration based on my personal knowledge acquired while acting as an Enforcement Attorney representing the Department of Financial Institutions (Department).

My Professional Background

2. I have been an Enforcement Attorney for the Department for more than twenty-one years, from January 1989 until present. In 1986, I was admitted to the Washington State Bar Association, WSBA No. 15835. I graduated from the University of Washington School of

COPY

1 Law in 1985. I graduated from the University of Washington in 1982 with a Bachelor of Arts  
2 degree in Business Administration with an accounting concentration.

3 Department Subpoena for the Audit Work Papers  
4 for CMI's 2009 Audited Financial Statements

5 3. I have been assigned as the Enforcement Attorney in Case No. S-10-293 to  
6 investigate Chesterfield Mortgage Investors, Inc. (CMI) for possible violations of Chapter  
7 21.20 RCW, the Securities Act of Washington (Act). As part of that investigation, on August  
8 10, 2010, I called and talked briefly with Josanne Eisenman (Ms. Eisenman). Ms. Eisenman is  
9 a principal in McGoorty Eisenman, Inc., PS (McGoorty Eisenman), the independent auditor for  
10 CMI's 2009 audited financial statements. I told Ms. Eisenman that the Department would be  
11 issuing a subpoena for all of the work papers for CMI's 2009 audit. Because the Department's  
12 Financial Examiners were still working at the CMI offices, I asked Ms. Eisenman not to  
13 contact CMI and I told her that the subpoena would include a non-disclosure provision. *See*  
14 Exhibit 1: Subpoena Duces Tecum for McGoorty Eisenman. Ms. Eisenman said that she  
15 would have someone call me to discuss the matter.

16 Without Notice to the Department, McGoorty Eisenman Withdrew its Opinion for  
17 CMI's 2009 Audited Financial Statements

18 4. The next day, I had a phone call from Mary Eklund (Ms. Eklund). Ms. Eklund  
19 is an attorney representing McGoorty Eisenman. Ms. Eklund said her client was anxious to  
20 cooperate with the Department and would produce all of the subpoenaed records by no later  
21 than August 17, 2010. I told Ms. Eklund that we were particularly interested in all of the  
22 supporting records for CMI's 2009 audited financial statements, Note 14 and Note 15.  
23 Ms. Eklund asked me whether I knew that McGoorty Eisenman had withdrawn its opinion for  
24 CMI's 2009 audited financial statements. I told her that I did not know. She asked whether  
25 the Department had been notified about the withdrawal within the last couple of weeks and I  
26 told her that the Department had never received any notification of the auditor's withdrawal. I

1 asked why the opinion had been withdrawn and she said something to the effect that “it’s for  
2 the reasons that you’re looking at.”

3 Attorneys Refuse to Produce McGoorty Eisenman Audit Work Papers  
4 Without Judicial Review

5 5. On August 16, 2010, I received a phone call from Ms. Eklund and Tom Seguine  
6 (Mr. Seguine), an attorney representing Patty McGoorty, the CPA who conducted and directed  
7 the independent audit of CMI’s 2009 financial statements. Based upon the Washington  
8 Supreme Court’s decision in *State v. Miles*, 260 Wn.2d 236, 156 P.3d 864 (2007), Ms. Eklund  
9 and Mr. Seguine stated that they had concerns about whether the Department needs to obtain  
10 judicial approval for its subpoena to Mc Goorty Eisenman or provide notice and opportunity  
11 for CMI to quash the subpoena. Ms. Eklund and Mr. Seguine outlined their concerns in an  
12 August 16, 2010 letter to the Department. *See Exhibit 2: August 16, 2010 letter from Mary*  
13 *Eklund and Tom Seguine. In the letter, Ms. Eklund and Mr. Seguine said they are waiting for*  
14 *judicial review or a court order before producing the subpoenaed records.*

15 Confirmation of Withdrawal of McGoorty Eisenman’s Audit Opinion

16 6. Ms. Eklund sent an August 16, 2010 email message to confirm that McGoorty  
17 Eisenman notified CMI in writing on July 22, 2010 that “because of possible misstatements  
18 and inadequate disclosures in the financial statements, CMI and third party users should no  
19 longer rely on the McGoorty Eisenman Independent Auditor’s Report dated May 17, 2010 on  
20 the 2009 year-end financial statements of CMI.” *See Exhibit 3: August 16, 2010 Email from*  
21 *Mary Eklund and Tom Seguine.*

22 CMI Early Loan Payoffs

23 7. As part of our investigation of CMI, I also reviewed additional records provided  
24 to me by Bernadette McBride. The records relate to seven CMI loan files that were identified  
25 by Rosa Collins (Ms. Collins), Vice President of CMI, as loans that were paid off early without  
26 fully repaying all of the investors who had purchased participation investments in the loans.

1 For each investment, I reviewed the Specific Offering Circular to identify the real property  
2 securing the investment. From my online review of public records, it appears that CMI  
3 reconveyed deeds of trust securing at least four of the participation loan investments, Loan  
4 Nos. 7036, 7049, 7057, and 7075. The "On Account" investments for the four loans totaled  
5 more than \$1 million. See Exhibit 4: So Spreadsheet Summarizing "On Account" Investments  
6 in Loan Nos. 7036, 7037, 7049, 7057, and 7075. Also, during the examination, a Department  
7 Financial Examiner saw a payoff check received for a fifth loan, Loan No. 7037, that had  
8 investments totaling \$500,000.

#### 9 Misuse of Investment Payoffs

10 8. When offering and selling participation interest investments in the loans, CMI  
11 represented to investors that a first position deed of trust would secure each of the investments.  
12 After receiving full loan payoffs, CMI pocketed investor funds and failed to repay investors.  
13 Next, CMI reconveyed the real property security interests that originally secured the  
14 investments and continued to send monthly account statements to many of the investors. The  
15 statements showed that these loans were still outstanding and that regular monthly interest  
16 payments were being made. The statements also showed that some investors had "reinvested,"  
17 presumably in other CMI participation loan investments. It is not clear whether all of the  
18 investors who were identified by CMI as having "reinvested" have actually received a new real  
19 property secured investment to replace their investments in the loans that were paid off.

#### 20 Loan No. 7037

21 9. CMI Loan No. 7037 was a \$500,000 loan. According to the Loan Funding  
22 Worksheet, 100% of the Loan No. 7037 was sold to investors. See Exhibit 5: Loan Funding  
23 Worksheet for Loan No. 7037. The terms of the investments are set forth in the Specific  
24 Offering Circular. See Exhibit 6: Loan No. 7037 Specific Offering Circular. The security for  
25 the loan participation investments was a \$500,000 first position deed of trust against property  
26 located at 220 - 1<sup>st</sup> Street, Langley, WA 98260.





1 Title Company on January 27, 2010. *See* Exhibit 21: Page 4 of the January 31, 2010 CMI  
2 Collection Trust Account Monthly Bank Statement. Despite the loan having been paid off in  
3 January 2010, the June 10, 2010 monthly investor account statements for each of the three  
4 investors who purchased participation investments in Loan No. 7049 show that the investors  
5 continued to receive regular monthly interest payments on the loan. *See* Exhibit 22: Lender  
6 Statements for Account Nos. 5532, 5630 and 5631.

7 19. Two of the investors were identified as having reinvested in other unspecified  
8 loans. For the third investor, there is no explanation of the investment's status, but it appears  
9 to be an "on account" investment. From my conversations with Financial Examiner Bernadette  
10 McBride, I understand that "on account" means that CMI had not repaid that investor as of the  
11 August 2010 Department examination of CMI.

12 Loan No. 7057

13 20. CMI Loan No. 7057 was a \$130,000 loan made to John C. Leage. According to  
14 the Loan Funding Worksheet, 100% of the loan was sold to investors. *See* Exhibit 23: Loan  
15 Funding Worksheet for Loan No. 7057. The terms of the investments are set forth in the  
16 Specific Offering Circular. *See* Exhibit 24: Loan No. 7057 Specific Offering Circular. The  
17 security for the loan participation investments was a first position deed of trust against property  
18 located at 22272 Port Gamble Road NE in Poulsbo, Washington.

19 21. The \$130,000 deed of trust securing Loan No. 7057 was recorded in Kitsap  
20 County on May 21, 2009 under recording No. 200905210045. *See* Exhibit 25: \$130,000 Deed  
21 of Trust with Assignment of Rents. The deed of trust was reconveyed on February 2, 2010 and  
22 the reconveyance was recorded on February 3, 2010. *See* Exhibit 26: Full Reconveyance for  
23 Loan No. 7057.

24 22. Despite the loan having been paid off in February 2010, the June 10, 2010  
25 monthly investor account statements show that investors in the Loan No. 7057 continued to  
26

1 receive regular monthly interest payments on the loan. *See* Exhibit 27: Lender Statements for  
2 Account Nos. 5004, 03436, 03482, 1470, 5026, 5083, 5288, 5629, and 6002.

3 23. Two of the investors were identified as reinvesting in other unspecified loans.  
4 Seven investors were identified as “on account” investors. From my conversations with  
5 Financial Examiner Bernadette McBride, I understand that “on account” means that CMI had  
6 not repaid those investors as of the August 2010 Department examination of CMI.

7 Loan No. 7075

8 24. CMI Loan No. 7075 was a \$635,000 loan. According to the Loan Funding  
9 worksheet, 100% of the loan was sold to investors. *See* Exhibit 28: Loan Funding Worksheet  
10 for Loan No. 7075. The terms of the investments are set forth in the Specific Offering  
11 Circular. *See* Exhibit 29: Loan No. 7075 Specific Offering Circular. The security for the loan  
12 participation investments was a first position deed of trust against property located at 10709  
13 Valley View Road in Bothell, Washington, including Condominium Unit Nos.: A-304, B-302,  
14 B-304, B-401, B-403, & C-304.

15 25. The \$635,000 deed of trust securing the Loan No. 7075 was recorded in King  
16 County on October 30, 2009 under recording No. 20091030002400. *See* Exhibit 30: \$635,000  
17 Ridge Water Deed of Trust. The deed of trust was reconveyed on June 7, 2010 and was  
18 recorded on June 9, 2010. *See* Exhibit 31: Full Reconveyance for Loan No. 7075. This loan  
19 appears to have been paid off incrementally, as each condominium unit was sold.

20 26. Although the loan was paid off completely on June 7, 2010, CMI’s June 10,  
21 2010 monthly investor account statements show that the participation interest investors in  
22 Ridge Water North Loan No. 7075 were still receiving monthly interest payments based upon  
23 the original loan amount. *See* Exhibit 32: Lender Statements for Account Nos. 02224, 02860,  
24 03468, 03482, 03545, 1249, 1718, 2239, 5109, 5261, 5427, 5574, 5615, 5618, 5620, 5624,  
25 5630, 5631, 5645, 5648, 5649 and 5651.



STATE OF WASHINGTON  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
SECURITIES DIVISION

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IN THE MATTER OF DETERMINING ) S-10-293-10-SB01  
Whether there has been a violation of the )  
Securities Act of Washington by: ) SUBPOENA DUCES TECUM  
)  
Chesterfield Mortgage Investors, Inc., et al. ) Case Number: S-10-293  
)

THE STATE OF WASHINGTON TO: McGoorty Eisenman, Inc. PS

You are hereby commanded to furnish records to the State of Washington, Department of Financial Institutions, 150 Israel Road SW, Tumwater, Washington 98501 on or before August 17, 2010, such records to include the following:

ANY AND ALL records relating to the independent auditors' report and financial statements for Chesterfield Mortgage Investors, Inc. for the years ended December 31, 2009 and 2008, including, but not limited to, and whether in hard copy or electronic form: emails; correspondence; memoranda; notes; work papers; supporting schedules or documents; contracts; programs; confirmations; internal control reviews and reports; client prepared documents; financial statements, reviews, reports and analyses; representation letters; and books and records used and prepared in connection with any work performed.

This subpoena is issued as part of a non-public investigative matter. The Securities Administrator finds that it is necessary or appropriate in the public interest and for the protection of investors that the existence and contents of this subpoena not be disclosed to third parties. Therefore, pursuant to RCW 21.20.380(3), the Securities Administrator hereby directs you not to disclose the existence or content of this subpoena to third parties that are not affiliated with your company, other than your company's legal counsel.

This subpoena is issued by authority granted by RCW 21.20.380. Willful disobedience by any person or failure of any person to comply with a lawfully issued

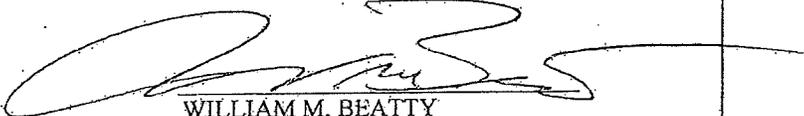
SUBPOENA DUCES TECUM

DEPARTMENT OF FINANCIAL INSTITUTIONS  
Securities Division  
PO Box 9033  
Olympia, WA, 98507-9033  
360-902-8760

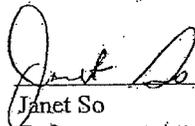
1 subpoena by the Securities Administrator may result in application to the superior court of  
2 the appropriate county to compel obedience by a contempt of court proceeding issued by  
3 said court.

4 Dated this 17th day of August, 2010



  
WILLIAM M. BEATTY  
Securities Administrator

Presented by;

  
Janet So  
Enforcement Attorney

SUBPOENA DUCES TECUM

DEPARTMENT OF FINANCIAL INSTITUTIONS  
Securities Division  
PO Box 9033  
Olympia, WA 98507-9033  
360-902-8760

**EKLUND ROCKEY STRATTON, P.S.**

ATTORNEYS AT LAW

521 SECOND AVENUE WEST  
SEATTLE, WASHINGTON 98119-3927

(206)223-1688  
(206)223-0946 fax

MARY C. EKLUND, MANAGING SHAREHOLDER  
maryceklund@erslaw.com

August 16, 2010

**By email at JSo@DFI.WA.GOV**

Ms. Janet So  
Enforcement Attorney  
Washington Securities Division  
PO Box 9033  
Olympia, WA 98507-9033

Re: *In the Matter of Chesterfield Mortgage Investors, Inc., et al.*  
Department of Financial Institutions case no. S-10-293

Dear Janet:

This letter confirms your telephone conversation this morning with Tom Seguire and me regarding subpoena no. S-10-293-10-SB01 recently issued by your agency to our client McGoorty Eisenman, Inc. PS (the "McGoorty firm") seeking certain documents relating to its client Chesterfield Mortgage Investors, Inc. ("Chesterfield").

On August 11, 2010, I agreed on behalf of my clients (the McGoorty firm and its employees, including Patty McGoorty, who is the individual auditor for Chesterfield) to produce and retain custody at my law firm of all the original documents responsive to your agency's subpoena and to either produce them for your inspection or provide scanned copies to you by August 17, 2010. However, as I told you this morning, I was appointed by my clients' insurance carrier to assist it in responding to your agency's subpoena, and Patty McGoorty has now retained Tom Seguire as her personal counsel, also for purposes of responding to the subpoena. This morning Mr. Seguire called to my attention the Washington Supreme Court's decision in *State v. Miles*, 160 Wn.2d 236, 156 P.3d 864 (2007). The *Miles* opinion has raised concerns in our minds as to whether our clients can produce the requested records unless either your agency has provided notice to Chesterfield of the subpoena and an opportunity for Chesterfield to have any objections it may have to the subpoena heard in court or your agency has sought judicial review of the subpoena and issuance of either a subpoena or an order by the court authorizing the production of our client's records.

Mr. Seguire and I shared our concerns with you during our call today. Although you said you disagreed with some of those concerns, you agreed that there was not a specific rule or regulation authorizing our client to release its workpapers or any other documents,

---

Ms. Janet So  
August 16, 2010  
Page 2

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electronic or otherwise, as called for by the subpoena. Mr. Seguire and I nevertheless emphasized that our clients stand ready and wish to cooperate with your agency's investigation. However, we asked and you agreed to consult with the director of your agency and/or the attorney-general's office about what steps you and your agency can take to avoid any problems for our client in attempting to cooperate with your agency's investigation, including but not limited to the production of its working papers for the audit of the 2009 year-end financial statements of Chesterfield.

As such, we will wait to hear again from you and/or your agency before any of our client's documents are produced to your agency in response to the subpoena. In the interim, if your agency does obtain judicial review and issuance of a new subpoena or a court order calling for the production of our client's records, I will accept service, by email or whatever means you prefer, of that subpoena on behalf of our client and, after receiving my clients' authorization, will promptly thereafter provide the documents to your agency. I do have both the original workpapers and an electronic copy of them in my office now.

If I have not correctly stated the substance of our conversation or our agreement regarding compliance with the subpoena, please let me know. Also, please feel free to communicate with either or both Tom Seguire and me regarding our client's future response to a subpoena from your agency. You may reach Tom Seguire at (360)755-1000 or by email at [northcascadeslegal@gmail.com](mailto:northcascadeslegal@gmail.com).

Both Tom and I greatly appreciated your professional courtesy and cooperation this morning and your time in addressing our concerns.

Very truly yours,



Mary C. Eklund

mcch-l-so-y-101(mce).doc

cc: Mr. Thomas Seguire (by email at [northcascadeslegal@gmail.com](mailto:northcascadeslegal@gmail.com))

**Guinotte, Tracy (ATG)**

---

**From:** Mary C. Eklund [maryceklund@erslaw.com]  
**Sent:** Tuesday, August 17, 2010 11:23 AM  
**To:** So, Janet (DFI)  
**Cc:** Tom Sequine  
**Subject:** RE: In re Chesterfield Mortgage Investors, Inc. subpoena no. S-10-293

Janet:

Thanks for your prompt reply yesterday and I apologize for not getting our response back to you yesterday.

On behalf of my co-counsel, Tom Sequine, and myself, here is our reply to the questions in your attached email message:

***On behalf of our client McGoorty Eisenman, Inc., I confirm that it notified Chesterfield Mortgage Investors, Inc. ("CMI") in writing on July 22, 2010 that: (1) because of possible misstatements and inadequate disclosures in the financial statements, CMI and third party users should no longer rely on the McGoorty Eisenman Independent Auditor's Report dated May 17, 2010 ("Report") on the 2009 year-end financial statements of CMI; (2) CMI was required immediately to notify any third party users, including the Department of Financial Institutions ("DFI"), that the financial statements of CMI and the Report should no longer be relied upon; and (3) if CMI itself failed to represent in writing that it did make such notification, our client would be required to send such notifications to known third party users, including DFI. Our client received the required written representation from CMI on July 23, 2010 but DFI has now represented to our client that it never received such written notification from CMI. As such, our client is now required by the applicable professional standards to notify DFI and is doing so by this written confirmation to you as an agent of DFI.***

I trust this reply answers your questions for now. If not, please feel free to call either Tom or me.

Again, thank you for your professional courtesy and cooperation on our client's response to your agency's subpoena and we will wait to hear again from you in several weeks on the actual production, if any, of any documents in response to that or any other subpoena from your agency.

Thanks, Mary.

Mary C. Eklund  
EKLUND ROCKEY STRATTON, P.S.  
(206)223-1688 (telephone)  
(206)223-0946 (fax)  
[maryceklund@erslaw.com](mailto:maryceklund@erslaw.com)

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**From:** So, Janet (DFI) [mailto:JSo@DFI.WA.GOV]  
**Sent:** Monday, August 16, 2010 2:49 PM  
**To:** Mary C. Eklund; northcascadeslegal@gmail.com  
**Subject:** RE: In re Chesterfield Mortgage Investors, Inc. subpoena no. S-10-293

Mary and Tom:

I will be back in touch with you, likely in a couple of weeks, concerning the production of the audit workpapers requested in the DFI administrative subpoena. In the meantime, are you able to confirm in writing that McGoorty Eisenman, Inc. withdrew its audit? If so, what was the date of the withdrawal?

Janet So

---

**From:** Mary C. Eklund [mailto:maryceklund@erslaw.com]  
**Sent:** Monday, August 16, 2010 12:48 PM  
**To:** So, Janet (DFI)  
**Cc:** Thomas Sequine, Esq.  
**Subject:** In re Chesterfield Mortgage Investors, Inc. subpoena no. S-10-293

Janet:

Thanks so much for your time this morning. I've attached a letter confirming the substance of our conference call this morning with Tom Sequine, personal counsel and co-counsel with me for Patty McGoorty and her firm.

<<DOC.PDF>>

Tom and I very much appreciated your professional courtesy and cooperation today and look forward to working with you in any way we can to assist your agency in the timely completion of its investigation.

Thanks, Mary

Mary C. Eklund  
EKLUND ROCKEY STRATTON, P.S.  
(206)223-1688 (telephone)  
(206)223-0946 (fax)  
[maryceklund@erslaw.com](mailto:maryceklund@erslaw.com)

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"On Account" Investments from 6/10/10 CMI Investor Account Statements

#7035

Thomas \$50,004.00 On acct  
 Gladysne \$20,001.60 On acct  
 Sigrid \$25,002.00 On acct  
 Alan \$40,014.00 On acct  
 James \$140,022.00 On acct  
 \$275,043.60

#7037

Gladyne \$20,000.00 On acct  
 Sigrid \$35,000.00 On acct  
 Oscar \$15,000.00 On acct  
 \$5,000.00 On acct

"In foreclosure. Borrower has property listed for sale."

Andrews Trust

Leona \$15,000.00 On acct  
 \$90,000.00

"In foreclosure. Borrower has property listed for sale."

#7049

Robert \$74,999.75 On acct  
 \$687.50 interest pymt

#7057

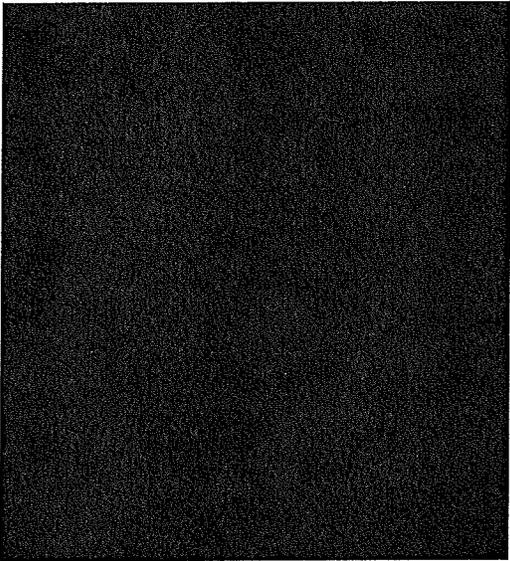
Peter \$10,000.12 On acct  
 William & Doreen \$10,000.51 On acct  
 Beverly \$20,000.11 On acct  
 Joshua \$10,000.12 On acct  
 Alan \$32,007.43 On acct  
 Norman \$10,000.12 On acct  
 Leona \$12,991.42 On acct  
 \$104,999.83

\$91.67 interest pymt  
 \$91.67 interest pymt  
 \$183.33 interest pymt  
 \$91.67 interest pymt  
 \$293.40 interest pymt  
 \$91.67 interest pymt  
 \$119.09 interest pymt



**LOAN FUNDING**

7037 

Lender Account	Lender Name	Pct Owned	Lender Rate	Principal Balance
2414		1.500%	11.000%	\$7,500.00 ck #30350
2860		4.000%	11.000%	\$20,000.00 ck #30265
2239		5.000%	11.000%	\$25,000.00 ACH
5026		2.000%	11.000%	\$10,000.00 reinv
5036		7.000%	11.000%	\$35,000.00 reinv
5075		4.000%	11.000%	\$20,000.00 on acct.
5169		17.000%	11.000%	\$85,000.00 reinv
5169		8.000%	11.000%	\$40,000.00 reinv
5190		7.000%	11.000%	\$35,000.00 on acct.
5261		4.000%	11.000%	\$20,000.00 ACH
5558		3.000%	11.000%	\$15,000.00 on acct.
5613		10.000%	11.000%	\$50,000.00 30128
5614		14.000%	11.000%	\$70,000.00 30129
5615		1.000%	11.000%	\$5,000.00 on acct.
5638		6.000%	11.000%	\$30,000.00 reinv
6002		3.000%	11.000%	\$15,000.00 on acct.
9999		3.500%	11.000%	\$17,500.00 ck #30121
		100.000%		\$500,000.00

## Mortgage Paper Securities Specific Offering Circular

**CHESTERFIELD MORTGAGE INVESTORS,  
INC.**

**SPECIFIC OFFERING CIRCULAR**

Dated: August 21, 2008  
Prepared by: Marty Hunter, Mortgage Broker-Dealer Representative  
1001 Fourth Avenue Plaza, Suite 3313  
Seattle, WA 98154

This specific offering circular is intended to present details about a particular securities offering. These securities involve a high degree of risk, and may require additional expenditures by an investor if a default should occur. Investors are urged to carefully read all offering documents in their entirety to determine whether this is a suitable investment for them. There are risks inherent in investing in participation interests in real estate loans, which are more fully described in our General Offering Circular.

### Summary of the Offering

Loan Name:	██████████
Loan Number:	7037
Loan Amount:	\$500,000
Minimum investment amount:	\$20,000
Interest Rate:	
Spread to Investors:	11%
Spread to the Company:	2%
Total Interest Rate on Note:	13%
Lien Position:	1st lien position deed of trust and note

This mortgage paper securities offering has been registered with the Securities Division of the State of Washington under the provisions of WAC 460-33A.

The registration of these securities by the Washington Securities Administrator does not signify that the administrator has approved or recommended these securities, nor has the administrator passed upon the adequacy or accuracy of this specific offering circular. Any representation to the contrary is a criminal offense. The mortgage paper securities offered herein are subject to investor suitability requirements under the provisions of WAC 460-33A-031 (See "Investor Suitability Requirements" in the General Offering Circular.)

Remedies are available to the investor for false and misleading statements in connection with this offering (See "Remedies to Investor").

## Mortgage Paper Securities Specific Offering Circular

### Borrower Information

Name: [REDACTED]  
Address: 5003 Lakeside Dr., Langley, WA 98260  
Principal Business activity: Restaurant Owner  
Date Business started: 1978 (unverified)  
Net income/(loss): \$(1,438.85) 12/1/07 to 6/1/08 statement period (unverified)  
Guarantor's Net Worth: \$805,229 this represents the personal net worth of [REDACTED] (unverified)  
Credit History: 6 accounts: 3-one's, 2-six's, 1-nine  
Ratings Legend: "1" is most favorable, "9" is most unfavorable and usually indicates an account sent for collection or written off. Intermediate ratings indicate delinquency of varying degree or frequency. "Other" varies case by case.

### Property Information

Address: 230 - 1st Street, Langley, WA 98260  
Description: A two story, 4,930 sq ft commercial building, with a restaurant and apartment on the 1st and 2nd floor, respectively. There is also a 2,382 sq ft unfinished basement.  
Appraised Value: \$970,000  
Appraisal Date: 8/14/2008  
Tax Assessed Value: \$773,800  
Tax Assessed Value Year: 2008  
Description of Senior Lien(s): N/A  
Insurance Information: Extended coverage lender's title insurance policy from Pacific Northwest Title and hazard insurance coverage.

### Loan-to-value (LTV) Ratios

Appraised Value (as-is): \$970,000  
LTV based on appraised value: 52%

Tax assessed value (2008):  
Land: \$541,425  
Improvements: \$232,375  
Total tax assessed value: \$773,800

LTV based on tax assessed value: N/A  
Source of tax assessed value: Island County Tax Assessor.

## Mortgage Paper Securities Specific Offering Circular

### Loan Terms

Loan Amount:	\$500,000
Interest Rate:	
Spread to Investors:	11%
Spread to the Company:	<u>2%</u>
Total Interest Rate on Note:	13%
Lien Position:	1st lien position deed of trust and note
Payment Schedule:	\$5,416.67 interest only payments due the first of each month
Date Interest Paid To:	September 1, 2008
Maturity Date:	September 1, 2010
Balloon Payment:	\$500,000
Commission and Other Fees:	
Loan origination fee:	6% payable to Chesterfield Mortgage out of the loan proceeds.
Loan servicing fee:	N/A
Prepayment Fee:	N/A
Late Charges:	10% of monthly payment or balloon payment if payment is not received when due.
Disposition:	Late charges and prepayment fees are payable to Chesterfield Mortgage.
Release Clauses:	N/A
Other terms and conditions:	N/A

### Use of Loan Proceeds

Loan Amount:	\$500,000.00
Brokerage Commissions:	10,000.00
Loan Fee:	30,000.00
Closing Costs:	21,273.28
Six Months Interest Reserves:	<u>32,500.02</u>
Payoff Existing Lien(s):	<u>324,256.72</u>
Net Loan Proceeds to Borrower:	\$81,969.98
Borrower's explanation of use of net loan proceeds:	Business capital.

### Expected Source of Loan Repayment

Through interest reserves, business income and sale of the subject property.

### Special Risk(s)

Borrower's previous loan was in foreclosure due to failure to repay the loan on or before the maturity date. Borrower was current on monthly payments at time of maturity.

## Mortgage Paper Securities Specific Offering Circular

### Exhibits

Fact Sheet	Exhibit A
Loan Application	Exhibit B
Loan Closing Statement	Exhibit C
Note & Security Instrument	Exhibit D
Appraisal and/or Tax Valuation	Exhibit E
Commitment for Title Insurance	Exhibit F
Credit report for Borrower(s) and/or Guarantor(s)	Exhibit G
Financial Statement	Exhibit H
Affidavit of Business Purpose and/or Attorney Letter	Exhibit I
Insurance Information	Exhibit J
Other Exhibits if applicable	

CHESTERFIELD MORTGAGE INVESTOR INC.  
1420 - 5th Avenue, Suite 1850  
Seattle, WA 98101  
Office (206) 464-8770 Fax (206) 464-9592

\* Property sold at the Trustee Sale on 5-7-10.

Closing/Payoff of Loan

Client # 7037  
Name [REDACTED]

- Mark off on File Dead/Payoff Date *Payoff 5-7-10* 5/7/10
- Cancel Insurance ✓
- Taxes (impound or delin. List) ✓
- Reconveyance Sent For Recording N/A Sold at Trustee Sale
- Reconveyance Rec'd and Sent out to Borrower/Title Co. new Trustee 5/7/10  
Deed Issued
- Check off on LIP Book ✓
- Add on to Dead File List ✓

CASHIER'S CHECK PAID TO ATTY &  
EMPLOYED TO CM1-

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc. 1001 4th Avenue, Suite 3313 Seattle, WA 98154 (206) 464-8770	ACCOUNT NO: 5169 Statement Date: 6/10/2010 Page Number: 1
[REDACTED] 21072 - 99th Avenue South Kent WA 98031	Interest This Period: Interest Year To Date: \$10,579.85
Statement Period: 6/10/2010	

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
2282	[REDACTED]	2.258	10.000	12/1/2008	12/01/2007	583.34	70,001.10
2286	[REDACTED]	3.200	10.000	8/1/2008	10/01/2007	333.33	40,000.00
2296	[REDACTED]	19.642	11.000	10/1/2008	11/01/2008	201.66	21,999.04
7013	[REDACTED]	12.000	11.000	1/1/2010	04/01/2009	275.00	30,000.00
7017	[REDACTED]	3.121	11.000	5/1/2010	09/01/2008	157.36	17,166.05
<b>S</b>						<b>1,550.69</b>	<b>179,166.19</b>

No Check activity for this period

**LOAN NOTES**

7037 / [REDACTED]  
 In foreclosure. Borrower has property listed for sale.

2296 / [REDACTED]  
 REO. CMI to market property.

2286 / [REDACTED]  
 REO. CMI has secured property.

7037 / [REDACTED]  
 In foreclosure. Borrower has property listed for sale.

7017 / [REDACTED]  
 In foreclosure. Borrower and property owner are in dispute over prior loans made against property. If you have not sent in your cash call, please do so.

7013 / [REDACTED]  
 Bankruptcy dismissed. Foreclosure process started.

2282 / [REDACTED]  
 Property is now REO. CMI has secured the building and all contents. CMI talking with interested parties.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-3770

ACCOUNT NO: 5638  
 Statement Date: 6/10/2010  
 Page Number: 1

[REDACTED]  
 4107 N. 32nd St.  
 Tacoma WA 98407

Interest This Period: \$381.43  
 Interest Year To Date: \$4,375.71

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT	NOTE	MATURITY	NEXT	REGULAR	LOAN
		OWNED	RATE	DATE	PAYMENT	PAYMENT	BALANCE
7040A	[REDACTED]	9.99%	5.250	5/24/2011	06/24/2010	131.25	30,000.06
7081	[REDACTED]	2.11%	11.500	2/1/2012	07/01/2010	192.10	20,045.00
2						323.35	50,045.06

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7081	6/11/2010	\$192.10	\$0.00	\$192.10	\$0.00	\$0.00	\$0.00	0010410
7040A	6/11/2010	\$189.33	\$0.00	\$189.33	\$0.00	\$0.00	\$0.00	0010410
		\$381.43	\$0.00	\$381.43	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

7037 [REDACTED]  
 In foreclosure. Borrower has property listed for sale.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc.  
1001 4th Ave. Suite 3313  
Seattle, WA 98154  
(206) 464-8770

ACCOUNT NO: 5075  
Statement Date: 6/10/2010  
Page Number: 1

Interest This Period: \$879.24  
Interest Year To Date: \$6,947.38

[REDACTED]  
5301 Beach Drive S.W.  
Seattle WA 98136

Statement Period:  
6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
2286	[REDACTED]	2.000	10.000	8/1/2008	10/01/2007	208.33	25,000.00
2292	[REDACTED]	8.065	10.000	8/1/2011	07/01/2010	208.35	25,001.50
2307	[REDACTED]	.816	10.000	2/1/2010	02/01/2008	100.01	12,001.08
2317	[REDACTED]	7.723	11.000	5/1/2009	07/01/2010	183.36	20,002.57
2340	[REDACTED]	1.880	7.000	1/1/2011	07/01/2009	145.84	25,001.34
7012	[REDACTED]	3.150	10.000	5/1/2011	05/01/2010	166.68	20,001.23
7015	[REDACTED]	1.212	11.000	4/1/2010	07/01/2010	183.35	20,001.30
7039	[REDACTED]	5.455	11.000	8/30/2010	07/01/2010	137.50	15,000.15
8						1,333.41	162,009.17

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7039	6/10/2010	\$137.50	\$0.00	\$137.50	\$0.00	\$0.00	\$0.00	30189
2317	6/10/2010	\$183.36	\$0.00	\$183.36	\$0.00	\$0.00	\$0.00	30189
7015	6/10/2010	\$183.35	\$0.00	\$183.35	\$0.00	\$0.00	\$0.00	30189
7012	6/10/2010	\$166.68	\$0.00	\$166.68	\$0.00	\$0.00	\$0.00	30189
2292	6/10/2010	\$208.35	\$0.00	\$208.35	\$0.00	\$0.00	\$0.00	30189
		\$879.24	\$0.00	\$879.24	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

7037	[REDACTED]	In foreclosure. Borrower has property listed for sale.
2307	[REDACTED]	2nd lienholder has taken over property and is in the process of refinance to payoff CMI.
2340	[REDACTED]	In foreclosure.
2286	[REDACTED]	REO. CMI has secured property.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5002  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$1,140.31  
 Interest Year To Date: \$6,466.92

1125 Skyline Drive  
 Tacoma WA 98406

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
206012		3.401	11.000	4/1/2009	01/01/2008	229.17	25,000.00
2328		1.941	11.000	9/1/2009	12/01/2009	194.24	21,190.26
2347		2.381	11.000	6/1/2010	12/01/2008	183.34	20,000.40
7015		.975	11.000	4/1/2010	07/01/2010	147.39	16,079.25
7044		2.475	12.000	11/1/2010	04/01/2010	129.92	12,991.65
7057		9.993	11.000	6/1/2011	07/01/2010	119.09	12,991.42
7079		2.400	11.500	7/1/2012	07/01/2010	143.75	15,000.00
7083		1.231	8.000	1/1/2013	06/01/2010	4.10	615.40
90		5.595	12.000	4/1/2012	07/01/2010	200.00	20,000.34
10						1,518.92	164,019.07

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK DATE	CHECK AMOUNT	DISTRIBUTION					
			SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
204031	6/11/2010	\$159.52	(\$8.40)	\$167.92	\$0.00	\$0.00	\$0.00	0010416
7079	6/11/2010	\$143.75	\$0.00	\$143.75	\$0.00	\$0.00	\$0.00	0010416
7015	6/11/2010	\$147.39	\$0.00	\$147.39	\$0.00	\$0.00	\$0.00	0010416
204031	6/11/2010	\$159.52	(\$8.40)	\$167.92	\$0.00	\$0.00	\$0.00	0010416
7057	6/11/2010	\$119.09	\$0.00	\$119.09	\$0.00	\$0.00	\$0.00	0010416
2328	6/11/2010	\$194.24	\$0.00	\$194.24	\$0.00	\$0.00	\$0.00	0010416
7090	6/11/2010	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	0010416
		\$1,123.51	(\$16.80)	\$1,140.31	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2347 / [REDACTED]  
 In foreclosure.  
 7044 / [REDACTED]  
 Default letter sent.  
 2328 / [REDACTED]  
 Borrower working to bring account current.  
 206012 / [REDACTED]  
 REO. CMI has manager in place on the property and is preparing to market.  
 7037 / [REDACTED]  
 foreclosure. Borrower has property listed for sale.

LOAN FUNDING

7036 [REDACTED]

Lender Account	Lender Name	Pct Owned	Lender Rate	Principal Balance
3678	[REDACTED]	2.778%	11.000%	\$15,001.20 reinv into 7058
5011	[REDACTED]	9.260%	11.000%	\$50,004.00 on acct.
5075	[REDACTED]	3.704%	11.000%	\$20,001.60 on acct.
5190	[REDACTED]	4.630%	11.000%	\$25,002.00 on acct.
5271	[REDACTED]	18.519%	11.000%	\$100,002.60 ACH
5288	[REDACTED]	7.410%	11.000%	\$40,014.00 on acct.
5346	[REDACTED]	25.930%	11.000%	\$140,022.00 on acct.
5446	[REDACTED]	9.260%	11.000%	\$50,004.00 ck #29064
5532	[REDACTED]	11.099%	11.000%	\$59,934.60 Reinv #7081
5636	[REDACTED]	7.410%	11.000%	\$40,014.00 ACH
		100.000%		\$540,000.00

## Mortgage Paper Securities Specific Offering Circular

**CHESTERFIELD MORTGAGE INVESTORS,  
INC.**

**SPECIFIC OFFERING CIRCULAR**

Dated: September 10, 2008  
Prepared by: Marty Hunter, Mortgage Broker-Dealer Representative  
1001 Fourth Avenue Plaza, Suite 3313  
Seattle, WA 98154

This specific offering circular is intended to present details about a particular securities offering. These securities involve a high degree of risk, and may require additional expenditures by an investor if a default should occur. Investors are urged to carefully read all offering documents in their entirety to determine whether this is a suitable investment for them. There are risks inherent in investing in participation interests in real estate loans, which are more fully described in our General Offering Circular.

### Summary of the Offering

Loan Name:	██████████
Loan Number:	7036
Loan Amount:	\$540,000
Minimum investment amount:	\$54,000
Interest Rate:	
Spread to Investors:	11%
Spread to the Company:	2%
Total Interest Rate on Note:	13%
Lien Position:	Two 3rd lien position deed's of trust and note

This mortgage paper securities offering has been registered with the Securities Division of the State of Washington under the provisions of WAC 460-33A.

The registration of these securities by the Washington Securities Administrator does not signify that the administrator has approved or recommended these securities, nor has the administrator passed upon the adequacy or accuracy of this specific offering circular. Any representation to the contrary is a criminal offense. The mortgage paper securities offered herein are subject to investor suitability requirements under the provisions of WAC 460-33A-031 (See "Investor Suitability Requirements" in the General Offering Circular.)

Remedies are available to the investor for false and misleading statements in connection with this offering (See "Remedies to Investor").

## Mortgage Paper Securities Specific Offering Circular

### Borrower Information

Name: [REDACTED]  
Address: 511 Occidental Ave. S., Suite B200, Seattle, WA 98104  
Principal Business activity: Advertising  
Date Business started: 8/16/2001  
2007 net income/(loss): \$(318,324) the loss includes \$498,589 in guaranteed payments to partners and depreciation of \$18,758.  
Guarantor's Net Worth: \$1,601,900 this represents the personal net worth of [REDACTED]  
[REDACTED]  
\$1,066,182 this represents the personal net worth of [REDACTED]  
[REDACTED]  
Credit History: [REDACTED] 4 accounts: 14-one's  
[REDACTED] 14 accounts: 14-one's  
Ratings Legend: "1" is most favorable, "9" is most unfavorable and usually indicates an account sent for collection or written off. Intermediate ratings indicate delinquency of varying degree or frequency. "Other" varies case by case.

### Property Information

Address: A) 4912 SW Luana Lane, Vashon, WA 98070  
B) 2308 E. Lee St., Seattle, WA 98112  
Description: A) 16,120 sq ft waterfront lot improved with a 2,880 sq ft, 4 bed, 2.75 baths, single family residence.  
B) 4,300 sq ft lot improved with a 2,090 sq ft, 3 bed, 1.5 bath, single family residence.  
Appraised Value: A) \$965,000  
B) \$830,000  
Appraisal Date: August 9, 2008, and August 11, 2008, respectively  
Tax Assessed Value: A) \$697,000  
B) \$525,000  
Tax Assessed Value Year: 2008  
Description of Senior Lien(s): A) \$146,520 – 1<sup>st</sup>, \$33,909 – 2<sup>nd</sup>  
B) \$66,145 – 1<sup>st</sup>, \$118,340 – 2<sup>nd</sup>  
Insurance Information: Extended coverage lender's title insurance policy from Pacific Northwest Title and hazard insurance coverage.

### Loan-to-value (LTV) Ratios

Appraised Value (as-is): A) \$965,000  
B) \$830,000  
LTV based on appraised value: 50%

## Mortgage Paper Securities Specific Offering Circular

Tax assessed value (2008):

Land:	A) \$450,000	B) \$215,000
Improvements:	A) 247,000	B) 310,000
Total tax assessed value:	A) \$697,000	B) \$525,000

LTV based on tax assessed value: N/A  
 Source of tax assessed value: Pacific Northwest Title via King County Tax Assessor.

### Loan Terms

Loan Amount:	\$540,000
Interest Rate:	
Spread to Investors:	11%
Spread to the Company:	2%
Total Interest Rate on Note:	13%
Lien Position:	Two 3 <sup>rd</sup> lien position deed's of trust and note
Payment Schedule:	\$5,850.00 interest only payments due the first of each month
Date Interest Paid To:	October 1, 2008
Maturity Date:	September 1, 2011
Balloon Payment:	\$540,000
Commission and Other Fees:	
Loan origination fee:	6% payable to Chesterfield Mortgage out of the loan proceeds.
Loan servicing fee:	N/A
Prepayment Fee:	None.
Late Charges:	10% of monthly payment or balloon payment if payment is not received when due.
Disposition:	Late charges and prepayment fees are payable to Chesterfield Mortgage.
Release Clauses:	N/A
Other terms and conditions:	N/A

### Use of Loan Proceeds

Loan Amount:	\$540,000.00
Brokerage Commissions:	5,000
Loan Fee:	32,500.00
Closing Costs:	1,536.90
Payoff Existing Lien(s);	N/A
Net Loan Proceeds to Borrower:	\$501,063.10
Borrower's explanation of use of net loan proceeds:	Business capital.

# Mortgage Paper Securities Specific Offering Circular

## Expected Source of Loan Repayment

Through business operations.

## Special Risk(s)

In the event of a default on a senior encumbrance(s), Investors may be required to advance funds to cure the default and possibly cover additional payments and costs to protect their interests.

The second lien on property A is a \$300,000 line of credit with a current outstanding balance of \$33,909. The first lien on property B is a \$250,000 line of credit with a current outstanding balance of \$66,145. Both property owners have agreed to cease from taking any further advances until this loan is paid off. This agreement is further secured with a recording of a Deed of Trust Rider.

The properties being pledged as security for the loan are the primary residences of the Guarantors listed herein.

## Exhibits

Fact Sheet	Exhibit A
Loan Application	Exhibit B
Loan Closing Statement	Exhibit C
Note & Security Instrument	Exhibit D
Appraisal and/or Tax Valuation	Exhibit E
Commitment for Title Insurance	Exhibit F
Credit report for Borrower(s) and/or Guarantor(s)	Exhibit G
Financial Statement	Exhibit H
Affidavit of Business Purpose and/or Attorney Letter	Exhibit I
Insurance Information	Exhibit J
Other Exhibits if applicable	



20090826001330

CHESTERFIELD ADT 14.00  
PAGE-001 OF 001  
08/26/2009 11:59  
KING COUNTY, WA

When Recorded Return to:

Chesterfield Mortgage Investors, Inc.  
1420 5<sup>th</sup> Ave, Ste. 1850  
Seattle, WA 98101

Loan #7036/Hydrogen, E.L.C

Assignment of Deed of Trust

For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to CHESTERFIELD MORTGAGE INVESTORS, INC AS INVESTMENT MANAGER FOR GLOBALSOFT INVESTMENTS, LLC, as to a 2.778 percent interest, whose address is 1420 5<sup>th</sup> Ave. Ste. 1850, Seattle WA 98101, all beneficial interest under that certain Deed of Trust dated August 7, 2008, executed by RICHARD J. PETERSON, as his separate estate, Grantor, to PACIFIC NORTHWEST TITLE COMPANY, Trustee, and recorded on September 8, 2008, under Recording Number 20080908001183, Records of King County, Washington, describing land therein as:

Lot 5, Block 59, Capital Hill Addition to the City of Seattle, Division No. 5, Supplemental, according to the plat thereof recorded in Volume 13 of Plats, Page 54, in King County, Washington.

Assessor's Tax Parcel No. 133860-0145-04

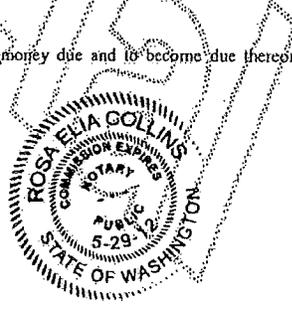
Together with note or notes therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: August 25, 2009

Chesterfield Mortgage Investors, Inc.

By: Edward M. Hunter  
EDWARD M. HUNTER, Vice President

State of Washington )  
County of King )



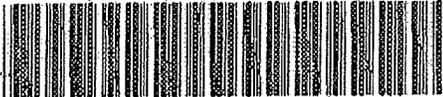
I certify that I know or have satisfactory evidence that EDWARD M. HUNTER is the person who appeared before me, and said person acknowledged that (he) signed this instrument, on oath stated that (he is) authorized to execute the instrument and acknowledged it as the VICE PRESIDENT OF CHESTERFIELD MORTGAGE INVESTORS, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 8-25-09

Rosa Elia Collins  
Notary Public in and for the State of Washington  
Residing at Seattle  
My appointment expires 5-29-12

Return Address

Chesterfield Mortgage Investors, Inc.  
Attn: Rosie Collins Re: 7936  
1420 5<sup>th</sup> Avenue, Suite 1850  
Seattle, WA 98101



20100108001005

PACIFIC NW TIT FR 62.00  
PAGE 001 OF 001  
01/09/2010 15:04  
KING COUNTY, WA

FULL RECONVEYANCE

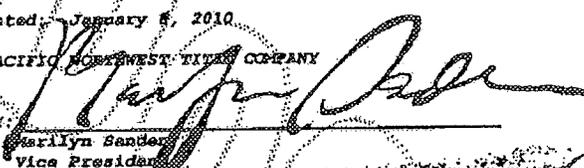
Reference Number: 20080908001183  
Grantor(s): Richard J. Peterson, as his separate estate  
Beneficiary: Chesterfield Mortgage Investors, Inc.

The undersigned as trustee under that certain Deed of Trust, dated August 7, 2008, records of King County, Washington, having received from the beneficiary under said Deed of Trust a written request to reconvey, reciting that the obligation secured by the Deed of Trust has been fully satisfied, does hereby reconvey, without warranty, to the person(s) entitled thereto all of the right, title and interest now held by said trustee in and to the property described in said Deed of Trust, situated in King County, Washington, as follows:

As in said Deed of Trust

Dated: January 8, 2010

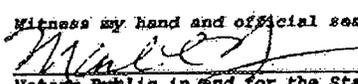
PACIFIC NORTHWEST TITLE COMPANY

BY:   
Marilyn Sanden  
Vice President

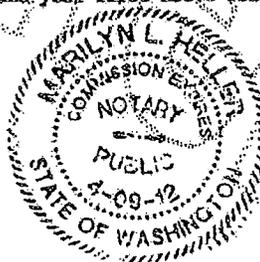
STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF KING        )

On this 8-Jan-10, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Marilyn Sanden to me known to be the Vice President of Pacific Northwest Title Insurance Company of Washington, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

  
Notary Public in and for the State of  
Washington Residing at Renton  
My appointment expires April 9, 2012

2009-1088



When recorded return to:

Chesterfield Mortgage Investors, Inc.  
1001 Fourth Avenue Plaza, Suite 3313  
Seattle, WA 98154



20080908000416

PACIFIC NW TIT DT 82.00  
PAGE 001 OF 008  
08/08/2008 10:38  
KING COUNTY, WA

CMI Loan No. 7036

8192

DEED OF TRUST WITH ASSIGNMENT OF RENTS

Grantor(s): THOMAS KENDALL SCHERER and BREMNER ANN AUDINO-SCHERER, husband and wife

Trustee: PACIFIC NORTHWEST TITLE COMPANY

Grantee/Beneficiary: CHESTERFIELD MORTGAGE INVESTORS, INC., a Washington corporation

Legal description (abbreviated - full legal shown below):

FILED BY PNWT

Lot 3, Block 1, Assessor's Plat of Luana Vue, Vol. 70, pg 46

681159-4

Assessor's Tax Parcel Number(s): 445100-0030

THIS DEED OF TRUST, made this 7th day of August, 2008, between THOMAS KENDALL SCHERER and BREMNER ANN AUDINO-SCHERER, husband and wife ("Grantor"), whose address is 4912 SW Luana Lane, Vashon, WA 98070, PACIFIC NORTHWEST TITLE COMPANY ("Trustee"), whose address is 215 Columbia Street, Seattle, WA 98104-1511, and CHESTERFIELD MORTGAGE INVESTORS, INC. ("Beneficiary"), whose address is 1001 Fourth Avenue Plaza, Suite 3313, Seattle, Washington 98154.

WITNESSETH:

Grantor hereby irrevocably grants, transfers, conveys and assigns to Trustee in trust, with power of sale, all of Grantor's present and future estate, right, title, claim and interest, either in law or in equity, in and to the following described real property (the "Property") in King County, Washington:

Description of Property:

Lot 3, Block 1, Assessor's Plat of Luana Vue, according to the plat thereof recorded in Volume 70 of Plats, page 46, in King County, Washington. TOGETHER WITH tidelands of the second class adjacent to and abutting thereon to the line of the extreme low tide.

*TSKS*  
Initial(s)

Page 1 of 6

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.

Grantor is executing this Deed of Trust for the purpose of encumbering its interest in the Mortgaged Property at the request of HYDROGEN, LLC, a Washington limited liability company ("Borrower"). In consideration of Beneficiary's extension of credit to Borrower, and acceptance of the promissory note from Borrower, Grantor has executed and delivered this Deed of Trust to Beneficiary to secure Borrower's payment and performance of the obligations under the promissory note. Grantor believes that the transaction contemplated hereby will benefit Grantor and, therefore, Grantor has executed and delivered this Deed of Trust.

Grantor authorizes Beneficiary to deal with Borrower and Borrower's guarantors, endorsers and other sureties, in any manner in which Beneficiary sees fit in connection with any of the obligations owing to Beneficiary by such parties under the loan documents (the "Obligations"), without any further notice to or consent from Grantor.

This Deed of Trust is for the purpose of securing performance of each agreement and covenant of Grantor herein contained, and for payment of the sum of FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Borrower, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to or on the behalf of Borrower, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

Grantor covenants and agrees:

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; and not to sell, enter into a contract of sale, convey, alienate, transfer or encumber any of Grantors interest in the Property.
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 Beneficiary, and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary, as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order, as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor 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 attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

   
Initial(s)

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

6. Should Grantor 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 by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the Property is taken or damaged in an 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 for failure to so pay.

3. Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary.

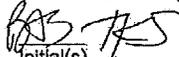
4. Upon default by Borrower and/or Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, or upon the sale of, execution of a contract of sale for, conveyance of, alienation of, transfer of or imposition of any encumbrance upon Grantor's interest in the Property described herein, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Property described herein, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder.

Any person except 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 reasonable Trustee's fees and attorney's fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of Grantor's execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's 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.

6. The power of sale conferred by this Deed of Trust is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. Beneficiary may, from time to time, as provided by statute, appoint another trustee in place of trustee herein named, and thereupon trustee herein named shall be discharged and the trustee so appointed shall be substituted as trustee hereunder, with the same effect as if originally named trustee herein. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.

  
Initial(s)

8. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. Grantor hereby grants, assigns, transfers, and conveys to Beneficiary all of Grantor's right, title and interest in and to all leases, now or hereafter made, demising all or any portion of the premises described in the Deed of Trust (the "Property"):

TOGETHER WITH any and all guarantees of lessee's obligations under the Leases, and any and all amendments, modifications, renewals, replacements and extensions thereof;

TOGETHER WITH all rents, income and profits now or hereafter due or to which Grantor may now or hereafter become entitled, arising from or out of the Leases or from or out of the Property,

TOGETHER WITH all deposits of every kind, including without limitation security, cleaning and damage deposits, and all other security received by Grantor under or with respect to Leases.

(a) So long as there shall exist no default by Grantor in the payment of the indebtedness under this Deed of Trust and the Promissory Note of even date, Grantor shall have the right under a license granted hereby to collect, but not prior to accrual, all rents arising from or out of the Leases or from or out of the Property or any portion thereof, provided that all rents so collected by it shall be applied first to pay the usual and reasonable operating expenses of, and the taxes upon the Property, and then to pay all sums owing Beneficiary as they become due and payable under the terms of the Promissory Note and Deed of Trust, and the balance of such rents, after payment of the foregoing, shall be Grantor's absolute property.

(b) Upon or at any time after default in the payment of any indebtedness owing under the Promissory Note and Deed of Trust, Beneficiary may, at its option and without notice, terminate the license granted to Grantor hereunder, and may proceed, either in person or by agent, to collect all rents arising from or under the Leases or from or out of the Property.

(c) Upon the payment in full of the Promissory Note and of all indebtedness secured by this Deed of Trust, this assignment shall be void and have no further force and effect.

GRANTOR:

  
Thomas Kendall Scherer

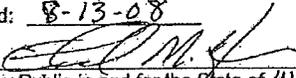
  
Bremner Ann Audino-Scherer

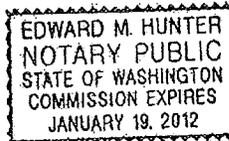
Notary page to follow

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that THOMAS KENDALL SCHERER is the person who appeared before me, and said person acknowledged that HE signed this instrument and on oath stated that HE IS authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Dated: 8-13-08

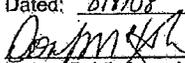
  
Notary Public in and for the State of WASHINGTON  
Residing at KENMORE  
My appointment expires 1-19-2012

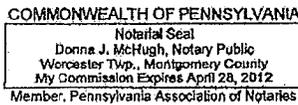


STATE OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF MONTGOMERY )

I certify that I know or have satisfactory evidence that BREMNER ANN AUDINO-SCHERER is the person who appeared before me, and said person acknowledged that SHE signed this instrument and on oath stated that SHE IS authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Dated: 8/8/08

  
Notary Public in and for the State of PA  
Residing at MONTGOMERY COUNTY  
My appointment expires 4/28/2012



**REQUEST FOR FULL RECONVEYANCE**

The undersigned beneficiary is the legal owner and holder of the promissory note in the original sum of FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00), secured by that certain Deed of Trust dated August 7, 2008, in which THOMAS KENDALL SCHERER and BREMNER ANN AUDINO-SCHERER, husband and wife, are Grantor, and PACIFIC NORTHWEST TITLE COMPANY is Trustee, and filed for record on \_\_\_\_\_, under recording number \_\_\_\_\_, records of King County, Washington.

The note and all other indebtedness secured by said Deed of Trust having been fully satisfied, the Note and Deed of Trust are herewith surrendered to you for cancellation and reconveyance.

You are therefore requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title, and interest now held by you thereunder.

Dated: \_\_\_\_\_

CHESTERFIELD MORTGAGE INVESTORS, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Return Address:

Chesterfield Mortgage Investors,  
Attn: Rosie Collins Re: 7036  
1420 5th Avenue, #1850  
Seattle, WA 98101



20100108001004

PACIFIC NW TIT FR 62.00  
PAGE 001 OF 001  
01/0872010 15:04  
KING COUNTY, WA

FULL RECONVEYANCE

Reference Number: 20080908000415

Grantor(s): Thomas Kendall Scherer and Brenner Ann Audino-Scherer, husband and wife  
Beneficiary: Chesterfield Mortgage Investors, Inc., a Washington corporation

The undersigned as trustee under that certain Deed of Trust, dated August 7, 2008, records of King County, Washington, having received from the beneficiary under said Deed of Trust a written request to reconvey, reciting that the obligation secured by the Deed of Trust has been fully satisfied, does hereby reconvey, without warranty, to the person(s) entitled thereto all of the right, title and interest now held by said trustee in and to the property described in said Deed of Trust, situated in King County, Washington, as follows:

As in said Deed of Trust

Dated: January 8, 2010

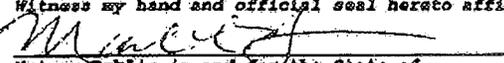
PACIFIC NORTHWEST TITLE COMPANY

BY:   
Marilyn Sanden  
Vice President

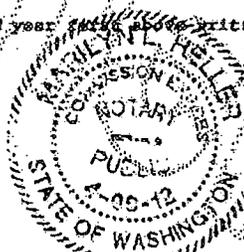
STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF KING        )

On this 8-Jan-10, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Marilyn Sanden to me known to be the Vice President of Pacific Northwest Title Insurance Company of Washington, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

  
Notary Public in and for the State of  
Washington Residing at Renton  
My appointment expires April 9, 2012

2009-1084



**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 03C78  
 Statement Date: 6/10/2010  
 Page Number: 1

3420 25th Ave. West Unit B  
 Seattle WA 98199

Interest This Period: \$236.25  
 Interest Year To Date: \$3,014.27

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT	NOTE	MATURITY	NEXT	REGULAR	LOAN
		OWNED	RATE	DATE	PAYMENT	PAYMENT	BALANCE
7040A		6.665	5.250	5/24/2011	06/24/2010	87.51	20,002.84
7044		5.939	12.000	11/1/2010	04/01/2010	311.80	31,179.75
7058		3.521	12.000	5/1/2011	02/01/2010	350.01	35,000.73
7071		5.348	11.000	4/1/2012	07/01/2010	110.01	12,000.91
4						859.33	98,184.23

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7071	6/11/2010	\$110.01	\$0.00	\$110.01	\$0.00	\$0.00	\$0.00	0010325
J40A	6/11/2010	\$126.24	\$0.00	\$126.24	\$0.00	\$0.00	\$0.00	0010325
		\$236.25	\$0.00	\$236.25	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

7044  
 Default letter sent.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5011  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$2,026.59  
 Interest Year To Date: \$11,978.37

[REDACTED]  
 3501 Beach Drive SW  
 Seattle WA 98136

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT	NOTE	MATURITY	NEXT	REGULAR	LOAN
		OWNED	RATE	DATE	PAYMENT	PAYMENT	BALANCE
2108	[REDACTED]	3.847	8.500	2/8/2003	08/01/2003	252.06	35,584.79
2190	[REDACTED]	20.000	10.000	11/1/2008	07/01/2010	416.67	50,000.00
2256	[REDACTED]	15.484	8.000	12/1/2008	02/01/2010	247.87	37,180.24
2323	[REDACTED]	29.722	11.000	6/1/2009	06/01/2010	504.03	54,984.96
7012	[REDACTED]	7.953	10.000	5/1/2011	05/01/2010	420.84	50,500.28
7015	[REDACTED]	1.516	11.000	4/1/2010	07/01/2010	229.30	25,014.00
7026	[REDACTED]	50.530	10.000	6/1/2010	10/01/2009	400.03	48,003.50
7040A	[REDACTED]	16.670	5.250	5/24/2011	06/24/2010	218.88	50,029.60
7051	[REDACTED]	.903	12.000	7/1/2010	07/01/2010	140.01	14,001.15
9						2,829.67	365,298.48

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7051	6/10/2010	\$140.01	\$0.00	\$140.01	\$0.00	\$0.00	\$0.00	30179
7040A	6/10/2010	\$315.74	\$0.00	\$315.74	\$0.00	\$0.00	\$0.00	30179
7015	6/10/2010	\$229.30	\$0.00	\$229.30	\$0.00	\$0.00	\$0.00	30179
2190	6/10/2010	\$416.67	\$0.00	\$416.67	\$0.00	\$0.00	\$0.00	30179
2323	6/10/2010	\$504.03	\$0.00	\$504.03	\$0.00	\$0.00	\$0.00	30179
7012	6/10/2010	\$420.84	\$0.00	\$420.84	\$0.00	\$0.00	\$0.00	30179
		\$2,026.59	\$0.00	\$2,026.59	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2256 [REDACTED]  
 In foreclosure.  
 2108 / [REDACTED]  
 Counsel reviewing debtors assets to determine collection action.  
 7026 / [REDACTED]  
 Notice of Default sent.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5075  
 Statement Date: 6/10/2010  
 Page Number: 1

5301 Beech Drive S.W.  
 Seattle WA 98136

Interest This Period: \$879.24  
 Interest Year To Date: \$6,947.38

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
2286		2.000	10.000	8/1/2008	10/01/2007	208.33	25,000.00
2292		6.065	10.000	8/1/2011	07/01/2010	208.35	25,001.50
2307		.816	10.000	2/1/2010	02/01/2008	100.01	12,001.08
2317		7.723	11.000	5/1/2009	07/01/2010	183.36	20,002.57
2340		1.880	7.000	1/1/2011	07/01/2009	145.84	25,001.34
7012		3.150	10.000	5/1/2011	05/01/2010	166.68	20,001.23
7015		1.212	11.000	4/1/2010	07/01/2010	183.35	20,001.30
7039		5.455	11.000	8/30/2010	07/01/2010	137.50	15,000.15
8						1,333.41	162,009.17

**CURRENT CHECK ACTIVITY**

Loan ACCOUNT	CHECK		SERV FEES	INTEREST	DISTRIBUTION			NUMBER
	DATE	AMOUNT			PRINCIPAL	CHARGES	OTHER	
7039	6/10/2010	\$137.50	\$0.00	\$137.50	\$0.00	\$0.00	\$0.00	30189
2317	6/10/2010	\$183.35	\$0.00	\$183.35	\$0.00	\$0.00	\$0.00	30189
7015	6/10/2010	\$183.35	\$0.00	\$183.35	\$0.00	\$0.00	\$0.00	30189
7012	6/10/2010	\$166.68	\$0.00	\$166.68	\$0.00	\$0.00	\$0.00	30189
2292	6/10/2010	\$208.35	\$0.00	\$208.35	\$0.00	\$0.00	\$0.00	30189
		\$879.24	\$0.00	\$879.24	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

7037 / [REDACTED]  
 In foreclosure. Borrower has property listed for sale.

2307 / [REDACTED]  
 2nd lienholder has taken over property and is in the process of refinance to payoff CMI.

2340 / [REDACTED]  
 In foreclosure.

2286 / [REDACTED]  
 REO. CMI has secured property.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5190  
 Statement Date: 6/10/2010  
 Page Number: 1

3801 S.W. Orchard Street  
 Seattle WA 98126

Interest This Period: \$2,852.98  
 Interest Year To Date: \$19,455.25

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
2286		2.000	10.000	8/1/2008	10/01/2007	208.33	25,000.00
2290		14.681	10.000	10/1/2008	11/01/2009	208.33	25,000.08
2292		8.065	10.000	8/1/2011	07/01/2010	208.35	25,001.50
2304		4.348	11.000	11/1/2010	07/01/2010	229.18	25,001.00
2307		1.701	10.000	2/1/2010	02/01/2008	208.34	25,000.29
2318		4.505	11.000	11/1/2009	03/01/2010	183.35	20,002.20
2324		1.177	10.000	7/1/2009	05/01/2009	166.67	20,000.50
2340		2.256	7.000	1/1/2011	07/01/2009	175.00	30,000.81
2347		2.381	11.000	6/1/2010	12/01/2008	183.34	20,001.24
7014		20.710	11.000	3/1/2013	07/01/2010	275.08	30,008.79
15		1.561	11.000	4/1/2010	07/01/2010	236.19	25,756.50
7027		11.765	10.000	6/1/2012	07/01/2010	166.67	20,000.50
7039		14.546	11.000	8/30/2010	07/01/2010	366.67	40,000.40
7040A		11.663	5.250	5/24/2011	06/24/2010	153.14	35,002.72
7044		5.715	12.000	11/1/2010	04/01/2010	300.04	30,003.75
7051		1.936	12.000	7/1/2010	07/01/2010	300.00	30,000.25
7061		12.000	11.000	5/1/2011	03/01/2010	275.00	30,000.00
17						3,043.60	455,780.53

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7027	6/11/2010	\$166.67	\$0.00	\$166.67	\$0.00	\$0.00	\$0.00	0010374
7051	6/11/2010	\$300.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	0010374
7014	6/11/2010	\$275.08	\$0.00	\$275.08	\$0.00	\$0.00	\$0.00	0010374
7039	6/11/2010	\$366.67	\$0.00	\$366.67	\$0.00	\$0.00	\$0.00	0010374
7061	6/11/2010	\$275.00	\$0.00	\$275.00	\$0.00	\$0.00	\$0.00	0010374
7015	6/11/2010	\$236.10	\$0.00	\$236.10	\$0.00	\$0.00	\$0.00	0010374
7040A	6/11/2010	\$220.90	\$0.00	\$220.90	\$0.00	\$0.00	\$0.00	0010374
2304	6/11/2010	\$229.18	\$0.00	\$229.18	\$0.00	\$0.00	\$0.00	0010374
2318	6/11/2010	\$183.35	\$0.00	\$183.35	\$0.00	\$0.00	\$0.00	0010374
2318	6/11/2010	\$183.35	\$0.00	\$183.35	\$0.00	\$0.00	\$0.00	0010374
2292	6/11/2010	\$208.35	\$0.00	\$208.35	\$0.00	\$0.00	\$0.00	0010374
2290	6/11/2010	\$208.33	\$0.00	\$208.33	\$0.00	\$0.00	\$0.00	0010374
		\$2,852.98	\$0.00	\$2,852.98	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

347  
 In foreclosure.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5271  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$844.55  
 Interest Year To Date: \$4,222.75

18633 - 2nd Ave. SW  
 Normandy Park WA 98166

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
7012	[REDACTED]	15.960	10.000	5/1/2011	05/01/2010	844.55	101,346.00
1	[REDACTED]					844.55	101,346.00

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					NUMBER
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	
7012	6/11/2010	\$844.55	\$0.00	\$844.55	\$0.00	\$0.00	\$0.00	0010378
		\$844.55	\$0.00	\$844.55	\$0.00	\$0.00	\$0.00	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5288  
 Statement Date: 6/10/2010  
 Page Number: 1

3801 S.W. Orchard Street  
 Seattle WA 98126

Interest This Period: \$1,971.09  
 Interest Year To Date: \$11,499.41

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
2000-0158		2.642	9.500	7/1/2004	05/01/2007	116.97	14,775.21
2328		2.748	11.000	9/1/2009	12/01/2009	275.02	30,002.79
2340		2.632	7.000	1/1/2011	07/01/2009	204.20	35,005.60
2347		2.976	11.000	6/1/2010	12/01/2008	229.18	25,000.92
7015		1.515	11.000	4/1/2010	07/01/2010	229.17	25,000.80
7018		4.290	11.000	3/1/2011	11/01/2009	366.78	40,012.00
7057		4.621	11.000	6/1/2011	07/01/2010	293.40	32,007.43
7074		6.500	11.000	11/1/2011	02/01/2010	415.94	45,375.00
7079		6.000	11.500	7/1/2012	07/01/2010	479.17	50,000.00
7081		5.264	11.500	2/1/2012	07/01/2010	479.24	50,008.00
10						3,089.07	347,187.66

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7081	6/11/2010	\$479.24	\$0.00	\$479.24	\$0.00	\$0.00	\$0.00	0010381
7079	6/11/2010	\$479.17	\$0.00	\$479.17	\$0.00	\$0.00	\$0.00	0010381
7015	6/11/2010	\$229.17	\$0.00	\$229.17	\$0.00	\$0.00	\$0.00	0010381
2000-0158	6/11/2010	\$215.09	\$0.00	\$215.09	\$0.00	\$0.00	\$0.00	0010381
7057	6/11/2010	\$293.40	\$0.00	\$293.40	\$0.00	\$0.00	\$0.00	0010381
2328	6/11/2010	\$275.02	\$0.00	\$275.02	\$0.00	\$0.00	\$0.00	0010381
		\$1,971.09	\$0.00	\$1,971.09	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2328 /	
Borrower working to bring account current.	
7018 /	
Working with Borrower to bring account current.	
2347 /	
In foreclosure.	
2340 /	
In foreclosure.	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc 1001 4th Ave. Suite 3313 Seattle, WA 98154 (206) 464-8770	ACCOUNT NO: 5346 Statement Date: 6/10/2010 Page Number: 1  Interest This Period: \$9,351.04 Interest Year To Date: \$62,089.24  <div style="border: 1px solid black; padding: 2px; display: inline-block;">                     Statement Period:                      6/10/2010-6/10/2010                 </div>
[REDACTED] 5315 Fujimori Ave. #200 Seattle WA 98102	

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
2282	[REDACTED]	6.452	10.000	12/1/2008	12/01/2007	1,666.69	200,002.70
2286	[REDACTED]	16.000	10.000	8/1/2008	10/01/2007	1,666.67	200,009.00
2316	[REDACTED]	30.000	7.000	4/1/2010	10/01/2009	1,750.00	300,000.00
2324	[REDACTED]	14.710	10.000	7/1/2009	05/01/2009	2,083.92	250,070.00
2334	[REDACTED]	40.008	7.500	10/1/2009	05/01/2009	1,250.25	200,040.00
2343	[REDACTED]	100.000	12.000	12/1/2009	07/01/2010	2,000.00	200,000.00
2347	[REDACTED]	29.762	11.000	6/1/2010	12/01/2008	2,291.67	250,000.80
7012	[REDACTED]	23.943	10.000	5/1/2011	05/01/2010	1,267.00	152,040.59
7015	[REDACTED]	12.122	11.000	4/1/2010	07/01/2010	1,833.45	200,013.00
7017	[REDACTED]	36.370	11.000	5/1/2010	09/01/2008	1,833.65	200,035.00
39	[REDACTED]	56.372	11.000	8/30/2010	07/01/2010	916.87	100,021.90
7051	[REDACTED]	12.904	12.000	7/1/2010	07/01/2010	2,000.12	200,012.00
12						20,560.30	2,452,235.99

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
2334	6/10/2010	\$1,250.25	\$0.00	\$1,250.25	\$0.00	\$0.00	\$0.00	30292
7051	6/10/2010	\$2,000.12	\$0.00	\$2,000.12	\$0.00	\$0.00	\$0.00	30292
7039	6/10/2010	\$1,000.22	\$0.00	\$1,000.22	\$0.00	\$0.00	\$0.00	30292
7015	6/10/2010	\$1,833.45	\$0.00	\$1,833.45	\$0.00	\$0.00	\$0.00	30292
2343	6/10/2010	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	30292
7012	6/10/2010	\$1,267.00	\$0.00	\$1,267.00	\$0.00	\$0.00	\$0.00	30292
		\$9,351.04	\$0.00	\$9,351.04	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2282	[REDACTED]
Property is now REO. CMI has secured the building and all contents. CMI talking with interested parties.	
2334	[REDACTED]
Payment plan approved.	
2347	[REDACTED]
In foreclosure.	
7017	[REDACTED]
In foreclosure. Borrower and property owner are in dispute over prior loans made against property. If you have not sent in your cash call, please do so.	
39	[REDACTED]
In foreclosure	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5446  
 Statement Date: 6/10/2010  
 Page Number: 1

14513 S.E. 79th Drive  
 Newcastle WA 98059

Interest This Period: \$1,504.42  
 Interest Year To Date: \$8,476.39

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
2323	[REDACTED]	32.440	11.000	6/1/2009	06/01/2010	550.13	60,014.00
2324		7.942	10.000	7/1/2009	05/01/2009	1,125.12	135,014.00
2331		39.450	12.000	9/1/2009	12/01/2007	501.02	50,101.50
7013		52.570	11.000	1/1/2010	04/01/2009	1,204.73	131,425.00
7015		2.425	11.000	4/1/2010	07/01/2010	366.78	40,012.50
7034		8.380	11.000	8/1/2010	07/01/2010	137.50	15,000.20
7051		2.903	12.000	7/1/2010	07/01/2010	450.01	45,001.15
7						4,335.28	476,568.35

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7051	6/10/2010	\$450.01	\$0.00	\$450.01	\$0.00	\$0.00	\$0.00	30297
7015	6/10/2010	\$366.78	\$0.00	\$366.78	\$0.00	\$0.00	\$0.00	30297
7034	6/10/2010	\$137.50	\$0.00	\$137.50	\$0.00	\$0.00	\$0.00	30297
2323	6/10/2010	\$550.13	\$0.00	\$550.13	\$0.00	\$0.00	\$0.00	30297
		\$1,504.42	\$0.00	\$1,504.42	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2324 / [REDACTED]
In foreclosure
7013 / [REDACTED]
Bankruptcy dismissed. Foreclosure process started.
2331 / [REDACTED]
Property listed for sale.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5532  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$2,336.35  
 Interest Year To Date: \$13,144.24

26215 - 129th Ave. S.E.  
 Kent WA 98030-7944

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
2318		7.587	11.000	11/1/2009	03/01/2010	308.79	33,686.28
2345		6.306	7.000	12/1/2010	05/01/2009	124.33	21,314.28
7015		3.333	11.000	4/1/2010	07/01/2010	504.18	55,001.10
7020		18.182	11.000	4/1/2011	11/01/2009	366.67	40,000.18
7049		42.857	11.000	1/1/2011	07/01/2010	687.50	74,999.75
7081		5.790	11.500	2/1/2012	07/01/2010	527.09	55,000.25
6						2,518.55	280,001.84

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK			DISTRIBUTION				
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7081	6/10/2010	\$527.09	\$0.00	\$527.09	\$0.00	\$0.00	\$0.00	30305
7015	6/10/2010	\$504.18	\$0.00	\$504.18	\$0.00	\$0.00	\$0.00	30305
2318	6/10/2010	\$308.79	\$0.00	\$308.79	\$0.00	\$0.00	\$0.00	30305
7049	6/10/2010	\$687.50	\$0.00	\$687.50	\$0.00	\$0.00	\$0.00	30305
2318	6/10/2010	\$308.79	\$0.00	\$308.79	\$0.00	\$0.00	\$0.00	30305
		\$2,336.35	\$0.00	\$2,336.35	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2318 [REDACTED]  
 Borrower working to bring account current.

7020 [REDACTED]  
 Working with Borrower to bring account current.

2345 [REDACTED]  
 In foreclosure.

LENDER STATEMENT OF ACCOUNT

Chesterfield Mortgage Investors, Inc.  
1001 4th Avenue, Suite 3313  
Seattle, WA 98154  
(206) 464-3770

ACCOUNT NO: 5636  
Statement Date: 6/10/2010  
Page Number: 1

Interest This Period:  
Interest Year To Date: \$3,318.59

[REDACTED]  
104 Burnett Ave. South #227  
Renton WA 98057

Statement Period:  
6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

No Check activity for this period

Dr Acct: (Holding)

LOAN FUNDING

7049- [REDACTED]

Lender Account	Lender Name	Pct Owned	Lender Rate	Principal Balance
5532	[REDACTED]	42.857%	11.000%	\$74,999.75
5630	[REDACTED]	28.571%	11.000%	\$50,000.12 R.I.
5631	[REDACTED]	28.572%	11.000%	\$50,000.13 R.I.
		100.000%		

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## Mortgage Paper Securities Specific Offering Circular

CHESTERFIELD MORTGAGE INVESTORS,  
INC.

SPECIFIC OFFERING CIRCULAR

Dated: December 16, 2008  
Prepared by: Marty Hunter, Mortgage Broker-Dealer Representative  
1001 Fourth Avenue Plaza, Suite 3313  
Seattle, WA 98154

This specific offering circular is intended to present details about a particular securities offering. These securities involve a high degree of risk, and may require additional expenditures by an investor if a default should occur. Investors are urged to carefully read all offering documents in their entirety to determine whether this is a suitable investment for them. There are risks inherent in investing in participation interests in real estate loans, which are more fully described in our General Offering Circular.

### Summary of the Offering

Loan Name:	
Loan Number:	7049
Loan Amount:	\$175,000
Minimum investment amount:	\$20,000.00
Interest Rate:	
Spread to Investors:	11%
Spread to the Company:	1%
Total Interest Rate on Note:	12%
Lien Position:	1st lien position deed of trust and note

This mortgage paper securities offering has been registered with the Securities Division of the State of Washington under the provisions of WAC 460-33A.

The registration of these securities by the Washington Securities Administrator does not signify that the administrator has approved or recommended these securities, nor has the administrator passed upon the adequacy or accuracy of this specific offering circular. Any representation to the contrary is a criminal offense. The mortgage paper securities offered herein are subject to investor suitability requirements under the provisions of WAC 460-33A-031 (See "Investor Suitability Requirements" in the General Offering Circular.)

Remedies are available to the investor for false and misleading statements in connection with this offering (See "Remedies to Investor").

## Mortgage Paper Securities Specific Offering Circular

### Borrower Information

Name: [REDACTED]  
Address: 9402 Vickory Ave. E., Tacoma, WA 98446  
Employment: Owner – [REDACTED]  
Number of years in this position: 9 mo's/15 years in this profession (unverified)  
Salary: N/A  
2007 adjusted gross income: \$100,203 (unverified).  
Net Worth: \$484,147 (unverified)  
Credit Score: [REDACTED] 65-Equifax, 599-Transunion, 590-Experian.  
[REDACTED] 694-Equifax, 684-Experian, 674-Trans Union.  
Ratings Legend: Scores range between 300 and 850. Higher scores indicate a better credit rating.

### Property Information

Address: 551 NE Dewatto Road, Tahuya, WA 98588  
Description: Single family residence – 2,446 sq ft, 4 bed, 2.5 bath.  
Appraised Value: \$350,000  
Appraisal Date: November 10, 2008  
Tax Assessed Value: \$260,590  
Tax Assessed Value Year: 2008  
Description of Junior/Senior Lien(s): N/A  
Insurance Information: Extended coverage lender's title insurance policy from First American Title and hazard insurance coverage.

### Loan-to-value (LTV) Ratios

Appraised Value (AS IS):	\$350,000
LTV based on appraised value:	50%
Tax assessed value (for the year 2008):	
Land	\$12,000
Improvements	248,590
Total tax assessed value:	\$260,590
LTV based on tax assessed value:	N/A
Source of tax assessed value:	First American Title via Mason County Assessor.

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## Mortgage Paper Securities Specific Offering Circular

### Loan Terms

Loan Amount:	\$175,000
Interest Rate:	
Spread to Investors:	11%
Spread to the Company:	1%
Total Interest Rate on Note:	12%
Lien Position:	1 <sup>st</sup> lien position deed of trust and note
Payment Schedule:	\$1,750 interest only payments due the first of each month
Date Interest Paid To:	January 1, 2009
Maturity Date:	January 1, 2011
Balloon Payment:	\$175,000
Commission and Other Fees:	
Loan origination fee:	6.0% payable to Chesterfield Mortgage out of the loan proceeds
Loan servicing fee:	N/A
Prepayment Fee:	None.
Late Charges:	10% of monthly payment or balloon payment if payment is not received when due
Disposition:	Late charges and prepayment fees are payable to Chesterfield Mortgage
Release Clauses:	N/A
Other terms and conditions:	N/A

### Use of Loan Proceeds

Loan Amount:	\$175,000.00
Brokerage Commissions:	5,250.00
Loan Fee:	10,500.00
Closing Costs:	2,774.19
Payoff Existing Lien(s):	0.00
Net Proceeds to(from) Borrower:	\$156,475.81
Borrower's explanation of use of net loan proceeds:	Borrower states that net proceeds will be used towards payment reserves (\$15,750), improvements to subject property (\$15,000) and construction of a new investment property (\$125,725.81).

### Expected Source of Loan Repayment

Through a refinance or sale of the subject property.

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## Mortgage Paper Securities Specific Offering Circular

### Exhibits

Fact Sheet	Exhibit A
Loan Application	Exhibit B
Loan Closing Statement	Exhibit C
Note & Security Instrument	Exhibit D
Appraisal and/or Tax Valuation	Exhibit E
Commitment for Title Insurance	Exhibit F
Credit report for Borrower(s) and/or Guarantor(s)	Exhibit G
Financial Statement	Exhibit H
Affidavit of Business Purpose and/or Attorney Letter	Exhibit I
Insurance Information	Exhibit J
Other Exhibits if applicable	

**1932086 MASON CO WA**

12/16/2008 03:08 PM DEDTR, ASSIGN  
FIRST AMERICAN TITLE #25232 Rec Fee: \$89.00 Pages: 5

When recorded return to:

Chesterfield Mortgage Investors, Inc.  
1001 Fourth Avenue Plaza, Suite 3313  
Seattle, WA 98154

Loan No. 7049

130458  
89

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

Grantor(s): DOUGLAS K. REISDORPH and LYNN A. REISDORPH, husband and wife

Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY

Grantee/Beneficiary: CHESTERFIELD MORTGAGE INVESTORS, INC., a Washington corporation

Legal description (abbreviated - full legal shown below):

**LOT 22, TEELAKE SHORE ACRES, VOL. 4, P. 40, MASON COUNTY**

**APN: 32335 50 00022**

THIS DEED OF TRUST, made this 2nd day of December, 2008, between DOUGLAS K. REISDORPH and LYNN A. REISDORPH, husband and wife ("Grantor"), whose address is 9402 Vickory Ave. East, Tacoma, WA 98446, FIRST AMERICAN TITLE INSURANCE COMPANY ("Trustee"), whose address is 215 West Railroad, Shelton, WA 98584, and CHESTERFIELD MORTGAGE INVESTORS, INC., a Washington corporation ("Beneficiary"), whose address is 1001 Fourth Avenue Plaza, Suite 3313, Seattle, Washington 98154.

**WITNESSETH:**

Grantor hereby irrevocably grants, transfers, conveys and assigns to Trustee in trust, with power of sale, all of Grantor's present and future estate, right, title, claim and interest, either in law or in equity, in and to the following described real property (the "Property") in Mason County, Washington:

Description of Property:

**LOT 22, TEELAKE SHORE ACRES, AS RECORDED IN VOLUME 4 OF PLATS, PAGE 40, RECORDS OF MASON COUNTY, WASHINGTON.**

DKR.  
L.R.  
Initials

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 of Trust is for the purpose of securing performance of each agreement and covenant of Grantor herein contained, and for payment of the sum of ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND NO/100 DOLLARS (\$175,000.00) 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 or on the behalf Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

Grantor covenants and agrees:

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; and not to sell, enter into a contract of sale, convey, alienate, transfer or encumber any of Grantors interest in the Property.

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 Beneficiary, and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary, as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order, as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor 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 attorneys 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 Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor 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 by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the Property is taken or damaged in an 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.

J.R. DKR.  
Initials

Page 2 of 5

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 for failure to so pay.

3. Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, or upon the sale of, execution of a contract of sale for, conveyance of, alienation of, transfer of or imposition of any encumbrance upon Grantor's interest in the Property described herein, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Property described herein, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder.

Any person except 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 reasonable Trustee's fees and attorney's fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of Grantor's execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's 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.

6. The power of sale conferred by this Deed of Trust is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. Beneficiary may, from time to time, as provided by statute, appoint another trustee in place of trustee herein named, and thereupon trustee herein named shall be discharged and the trustee so appointed shall be substituted as trustee hereunder, with the same effect as if originally named trustee herein. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.

8. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. Grantor hereby grants, assigns, transfers, and conveys to Beneficiary all of Grantor's right, title and interest in and to all leases, now or hereafter made, demising all or any portion of the premises described in the Deed of Trust (the "Property"):

TOGETHER WITH any and all guarantees of lessee's obligations under the Leases, and any and all amendments, modifications, renewals, replacements and extensions thereof;

TOGETHER WITH all rents, income and profits now or hereafter due or to which Grantor may now or hereafter become entitled, arising from or out of the Leases or from or out of the Property,

Initials J.A. DKR.

TOGETHER WITH all deposits of every kind, including without limitation security, cleaning and damage deposits, and all other security received by Grantor under or with respect to Leases.

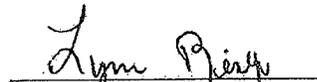
(a) So long as there shall exist no default by Grantor in the payment of the indebtedness under this Deed of Trust and the Promissory Note of even date, Grantor shall have the right under a license granted hereby to collect, but not prior to accrual, all rents arising from or out of the Leases or from or out of the Property or any portion thereof, provided that all rents so collected by it shall be applied first to pay the usual and reasonable operating expenses of, and the taxes upon the Property, and then to pay all sums owing Beneficiary as they become due and payable under the terms of the Promissory Note and Deed of Trust, and the balance of such rents, after payment of the foregoing, shall be Grantor's absolute property.

(b) Upon or at any time after default in the payment of any indebtedness owing under the Promissory Note and Deed of Trust, Beneficiary may, at its option and without notice, terminate the license granted to Grantor hereunder, and may proceed, either in person or by agent, to collect all rents arising from or under the Leases or from or out of the Property.

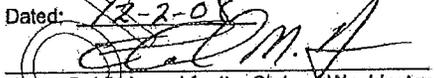
(c) Upon the payment in full of the Promissory Note and of all indebtedness secured by this Deed of Trust, this assignment shall be void and have no further force and effect.

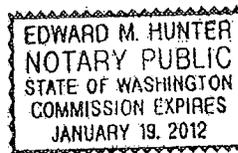
GRANTOR(S):

  
Douglas K. Reisdorph

  
Lynn A. Reisdorph

I certify that I know or have satisfactory evidence that DOUGLAS K. REISDORPH and LYNN A. REISDORPH are the persons who appeared before me, and said persons acknowledged that THEY signed this instrument and on oath stated that THEY ARE authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Dated: 2-2-08  
  
Notary Public in and for the State of Washington  
Residing at KEMMURE  
My appointment expires 1-19-2012



**REQUEST FOR FULL RECONVEYANCE**

The undersigned beneficiary is the legal owner and holder of the promissory note in the original sum of ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND NO/100 DOLLARS (\$175,000.00), secured by that certain Deed of Trust dated December 2, 2008, in which DOUGLAS K. REISDORPH and LYNN A. REISDORPH, husband and wife, are Grantors, and FIRST AMERICAN TITLE INSURANCE COMPANY, Trustee, and filed for record on \_\_\_\_\_, under recording number \_\_\_\_\_, records of MASON County, Washington.

The note and all other indebtedness secured by said Deed of Trust having been fully satisfied, the Note and Deed of Trust are herewith surrendered to you for cancellation and reconveyance.

You are therefore requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title, and interest now held by you thereunder.

Dated: \_\_\_\_\_

CHESTERFIELD MORTGAGE INVESTORS, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**1955059 MASON CO WA**

03/26/2010 11:09 AM FRCON  
FIRST AMERICAN TITLE #36486 Rec Fee: \$62.00 Pages: 1

After recording mail to:

Name: CHESTERFIELD MORTGAGE INVESTORS, INC.  
Address: 1420 FIFTH AVENUE, SUITE 1850  
City & State: SEATTLE, WA 98101  
Attn:  
Reference: CMI LOAN #7049/REISDORPH  
FIRST AMERICAN TITLE

COPY

**FULL RECONVEYANCE**

Recon No: 10-12

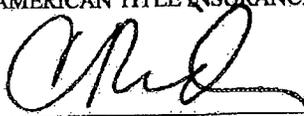
4751-031008

62

The undersigned as Trustee under that certain Deed of Trust dated **December 2, 2008**, in which **Douglas K. Reisdorph and Lynn A. Reisdorph, husband and wife**, as Grantor(s) and **Chesterfield Mortgage Investors, Inc.**, a Washington corporation, as Beneficiary, said Deed of Trust having been filed for record on **December 16, 2008**, under Auditor's File No. **1932086**, records of **Mason** County, Washington, having received from the Beneficiary under said Deed of Trust a written request to reconvey, without warranty, to the person(s) entitled thereto all of the right, title and interest now held by said trustee in and to the property described in said Deed of Trust, situated in **Mason** County, Washington, as more fully set forth and described in said Deed of Trust.

DATED: March 26, 2010

FIRST AMERICAN TITLE INSURANCE COMPANY

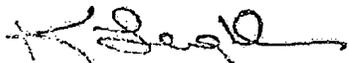


By: CAROLINE M. RICH, ASST SECRETARY

STATE OF WASHINGTON  
COUNTY OF MASON

On this March 26, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared CAROLINE M. RICH of FIRST AMERICAN TITLE INSURANCE COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that SHE IS authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



KRIS L. LEIGHTNER  
Notary Public in and for the State of Washington  
Washington, residing at Shelton  
My commission expires SEPTEMBER 8, 2011





Pb  
1/27/2010

January 27, 2010

Chesterfield Mortgage Investors, Inc.  
1420 Fifth Ave. Suite 1850  
Seattle WA 98101  
Attn: Payoff Department

RE: Escrow Number: 110470  
Borrower: [REDACTED]  
Legal Description: Lot 22, Tee Lake Shore Acres  
Your Loan Number: 7049  
SENT VIA: Wired

Dear Payoff Dept:

With reference to the above, payoff funds in the amount of \$ 178,849.00 were wired on 1/27/2010. Please find enclosed an AUTHORIZATION TO PAYOFF AND CLOSE ACCOUNT which shall be considered instructions to you to close this account and process the release documents.

Please forward all reconveyance documents to: MASON COUNTY TITLE COMPANY, Attn: Recon Follow Up, PO Box 278, Shelton WA 98584.

Please apply these funds to said note and forward the ORIGINAL Promissory Note, Deed of Trust, Request for Full Reconveyance and reconveyance fee to the trustee for Full Reconveyance.

We have collected and are holding the reconveyance fee.

PURSUANT TO R.C.W. 61.16.030, WASHINGTON STATE LAW REQUIRES RELEASE DOCUMENTS BE RECORDED WITHIN 60 DAYS

It is important that the reconveyance documents are processed as soon as you cash the enclosed check. Title policies are being delayed until these releases are of record. As a courtesy to the borrower, the new lender and the title company issuing the title policy, prompt attention to processing the Full Reconveyance is appreciated and very important.

If you have any questions, please do not hesitate to call.

Sincerely,

Title Department  
PO Box 278, 130 W. Railroad  
Shelton WA 98584  
(360)426-9713 fax (360)426-0716

Belfair Office  
Lincoln Center, Belfair  
PO Box 2789, Belfair WA 98504  
(360) 275-9160 fax (360) 275

Escrow Department  
PO Box 278, 124 N. 2nd  
Shelton WA 98584  
(360)427-7179

Member  
American Land Title Association Washington

MOI INVESTORS  
LWT

**Business Banking Statement**

January 31, 2013  
page 4 of 6

1145

**Additions**  
(con't)

Deposits	Date	Serial #	Source	
	1-22		Deposit Branch 0166 Washington	12,968.77
	1-22		Deposit Branch 0166 Washington	1,137.50
	1-22		Deposit Branch 0166 Washington	140.82
	1-25		Deposit Branch 0166 Washington	4,954.17
	1-25		Deposit Branch 0143 Washington *T.M.O. Business	1,680.00
	1-25		Deposit Branch 0166 Washington	799.92
	1-26	4475	Wire Deposit John Colangelo 6436 *T.M.O. Business	20,000.00
	1-26		Deposit Branch 0166 Washington	5,089.12
	1-27	5074	Wire Deposit Mason County Tit 0255	178,842.00
	1-28		Deposit Branch 0166 Washington	63,808.38
	1-29		Deposit Branch 0166 Washington	4,934.00
<b>Total additions</b>				<b>\$461,547.65</b>

**Subtractions**

**Paper Checks**

\* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
29056	1-6	\$46.94	29371	1-25	40.11	29411	1-19	94.50
*29195	1-13	1,130.00	29372	1-15	534.50	29412	1-25	214.75
*29205	1-27	400.06	*29374	1-15	79.68	29413	1-15	310.40
*29224	1-14	190.99	*29376	1-14	79.17	29414	1-14	10,400.00
*29270	1-5	186.00	29377	1-15	716.78	29415	1-15	374.51
*29334	1-11	550.13	29378	1-15	68.15	29416	1-15	670.89
*29336	1-5	681.00	29379	1-15	233.32	*29418	1-15	108.02
29337	1-5	136.20	29380	1-19	254.42	29419	1-15	37.31
29338	1-4	289.43	29381	1-20	80.22	29420	1-13	45.83
*29342	1-6	170.25	29382	1-15	115.41	29421	1-13	298.48
*29344	1-15	136.20	29383	1-22	63.90	29422	1-15	125.01
29345	1-4	170.25	29384	1-20	100.01	29423	1-13	183.47
29346	1-7	425.63	29385	1-15	326.25	29424	1-19	66.60
*29348	1-19	425.63	*29387	1-15	541.82	29425	1-14	100.27
29349	1-14	68.10	29388	1-22	168.91	29426	1-15	575.17
29350	1-7	136.20	29389	1-15	232.53	29427	1-25	316.67
*29352	1-5	1,702.50	29390	1-15	174.40	29428	1-14	283.99
29353	1-6	207.00	29391	1-19	1,181.71	29429	1-20	87.73
29354	1-5	27,513.87	*29394	1-21	90.29	29430	1-15	98.00
29355	1-8	10,000.00	29395	1-13	228.43	29431	1-15	172.55
29356	1-8	10,000.00	29396	1-19	694.87	29432	1-15	111.79
29357	1-12	1,092.50	29397	1-15	91.70	29433	1-21	486.60
29358	1-11	90.00	29398	1-14	56,721.49	29434	1-15	166.69
29359	1-11	2,950.00	29399	1-14	1,545.32	29435	1-15	362.66
29360	1-8	6,998.51	29400	1-15	926.50	29436	1-15	11,101.04
29361	1-11	3,870.00	29401	1-14	15,700.05	29437	1-21	28.71
29362	1-11	416.00	29402	1-13	5,640.28	*29439	1-15	116.67
29363	1-12	277.41	29403	1-13	144.38	29440	1-20	320.97
29364	1-8	6,000.00	29404	1-15	510.31	29441	1-15	267.19
29365	1-19	91.68	29405	1-13	432.68	29442	1-15	954.29
29366	1-26	274.43	29406	1-20	1,356.16	29443	1-15	615.00
29367	1-27	200.03	29407	1-15	58.13	29444	1-15	293.48
29368	1-13	275.01	29408	1-15	261.97	29445	1-20	448.31
29369	1-19	32.08	29409	1-13	1,053.20	29446	1-14	1,867.14
29370	1-25	395.84	29410	1-13	585.01	29447	1-22	3,791.70

1145 - 04731

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**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc 1001 4th Ave. Suite 3313 Seattle, WA 98154 (206) 464-8770	ACCOUNT NO: 5532 Statement Date: 6/10/2010 Page Number: 1
[REDACTED] 26216 - 129th Ave. S.E. Kent WA 98030-7944	Interest This Period: \$2,336.35 Interest Year To Date: \$13,144.24
Statement Period: 6/10/2010-5/10/2010	

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

INVESTMENT PORTFOLIO							
LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
2318	[REDACTED]	7.587	11.000	11/1/2009	03/01/2010	308.79	33,686.28
2345	[REDACTED]	6.306	7.000	12/1/2010	05/01/2009	124.33	21,314.28
7015	[REDACTED]	3.333	11.000	4/1/2010	07/01/2010	504.18	55,001.10
7020	[REDACTED]	18.182	11.000	4/1/2011	11/01/2009	366.67	40,000.18
7049	[REDACTED]	42.857	11.000	1/1/2011	07/01/2010	687.50	74,999.75
7081	[REDACTED]	5.790	11.500	2/1/2012	07/01/2010	527.09	55,000.25
6						2,518.55	280,001.84

CURRENT CHECK ACTIVITY								
Loan Account	CHECK			DISTRIBUTION				
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7081	6/10/2010	\$527.09	\$0.00	\$527.09	\$0.00	\$0.00	\$0.00	30305
7015	6/10/2010	\$504.18	\$0.00	\$504.18	\$0.00	\$0.00	\$0.00	30305
2318	6/10/2010	\$308.79	\$0.00	\$308.79	\$0.00	\$0.00	\$0.00	30305
7049	6/10/2010	\$687.50	\$0.00	\$687.50	\$0.00	\$0.00	\$0.00	30305
2318	6/10/2010	\$308.79	\$0.00	\$308.79	\$0.00	\$0.00	\$0.00	30305
		\$2,336.35	\$0.00	\$2,336.35	\$0.00	\$0.00	\$0.00	

LOAN NOTES	
2318	[REDACTED] Borrower working to bring account current.
7020	[REDACTED] Working with Borrower to bring account current.
2345	[REDACTED] In foreclosure.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5630  
 Statement Date: 6/10/2010  
 Page Number: 1

  
 c/o Friedland  
 4015 West Lake Sammamish Pkwy SE  
 Bellevue WA 98008

Interest This Period: \$8,679.96  
 Interest Year To Date: \$53,148.24

Statement Period:

6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR	LOAN
						PAYMENT	BALANCE
204031		2.273	10.000	8/1/2007	10/01/2008	104.17	12,500.13
205059		50.000	8.000	3/1/2011	07/01/2010	564.67	84,700.00
2287		49.959	12.000	4/1/2012	05/01/2010	1,472.57	147,256.93
2328		6.868	11.000	9/1/2009	12/01/2009	687.51	75,001.29
2332		43.842	10.000	10/1/2009	05/01/2010	741.66	88,999.26
2340		3.760	7.000	1/1/2011	07/01/2009	291.67	50,001.35
2344		21.555	11.000	3/1/2013	07/01/2010	212.57	23,188.95
2349		11.327	11.000	1/1/2010	07/01/2010	231.53	25,258.10
7012		3.937	10.000	5/1/2011	05/01/2010	208.35	25,002.49
7014		17.255	11.000	3/1/2013	07/01/2010	229.19	25,002.50
7015		4.550	11.000	4/1/2010	07/01/2010	688.19	75,075.00
7018		20.360	11.000	3/1/2011	11/01/2009	522.57	57,008.00
7023		50.000	11.000	5/1/2010	07/01/2010	2,039.58	222,500.00
7039		9.093	11.000	8/30/2010	07/01/2010	229.21	25,005.20
7040A		8.330	5.250	5/24/2011	06/24/2010	109.38	25,000.10
7049		28.571	11.000	1/1/2011	07/01/2010	458.33	50,000.12
7060		36.110	12.000	5/1/2011	01/01/2010	1,000.25	100,024.70
7071		13.369	11.000	4/1/2012	07/01/2010	275.00	30,000.04
7074		9.091	11.000	11/1/2011	02/01/2010	229.17	25,000.25
7075		3.937	11.000	5/1/2011	07/01/2010	229.18	25,001.22
7079		4.000	11.500	7/1/2012	07/01/2010	239.58	25,000.00
21						10,764.34	1,216,525.62

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION						
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER	
2287	6/10/2010	\$1,473.78	\$0.00	\$1,473.78	\$0.00	\$0.00	\$0.00	30320	
2328	6/10/2010	\$687.51	\$0.00	\$687.51	\$0.00	\$0.00	\$0.00	30320	
2332	6/10/2010	\$741.66	\$0.00	\$741.66	\$0.00	\$0.00	\$0.00	30320	
2349	6/10/2010	\$231.53	\$0.00	\$231.53	\$0.00	\$0.00	\$0.00	30320	
7075	6/10/2010	\$229.18	\$0.00	\$229.18	\$0.00	\$0.00	\$0.00	30320	
7049	6/10/2010	\$458.33	\$0.00	\$458.33	\$0.00	\$0.00	\$0.00	30320	
7023	6/10/2010	\$2,039.58	\$0.00	\$2,039.58	\$0.00	\$0.00	\$0.00	30320	
7012	6/10/2010	\$208.35	\$0.00	\$208.35	\$0.00	\$0.00	\$0.00	30320	
7040A	6/10/2010	\$157.78	\$0.00	\$157.78	\$0.00	\$0.00	\$0.00	30320	
204031	6/10/2010	\$98.96	(\$5.21)	\$104.17	\$0.00	\$0.00	\$0.00	30320	
7015	6/10/2010	\$688.19	\$0.00	\$688.19	\$0.00	\$0.00	\$0.00	30320	
7039	6/10/2010	\$229.21	\$0.00	\$229.21	\$0.00	\$0.00	\$0.00	30320	
2344	6/10/2010	\$820.82	\$0.00	\$218.09	\$602.73	\$0.00	\$0.00	30320	
7071	6/10/2010	\$275.00	\$0.00	\$275.00	\$0.00	\$0.00	\$0.00	30320	

7014	6/10/2010	\$229.19	\$0.00	\$229.19	\$0.00	\$0.00	\$0.00	30320
205059	6/10/2010	\$564.66	\$0.00	\$564.66	\$0.00	\$0.00	\$0.00	30320
7079	6/10/2010	\$239.58	\$0.00	\$239.58	\$0.00	\$0.00	\$0.00	30320
204031	6/10/2010	\$98.96	(\$5.21)	\$104.17	\$0.00	\$0.00	\$0.00	30320
		\$9,472.27	(\$10.42)	\$8,879.96	\$602.73	\$0.00	\$0.00	

LOAN NOTES	
2340 /	[REDACTED]
In foreclosure.	
7018 /	[REDACTED]
Working with Borrower to bring account current.	
2332 /	[REDACTED]
Borrower working to bring account current. Default letter sent.	
2328 /	[REDACTED]
Borrower working to bring account current.	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5631  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$8,834.16  
 Interest Year To Date: \$53,035.34

P.O. Box 840  
 Lopez Island WA 98261

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
204031		2.273	10.000	8/1/2007	10/01/2008	104.17	12,500.12
205059		50.000	8.000	3/1/2011	07/01/2010	564.67	84,700.00
2287		49.959	12.000	4/1/2012	05/01/2010	1,472.57	147,256.94
2328		6.868	11.000	9/1/2009	12/01/2009	687.51	75,001.29
2332		43.842	10.000	10/1/2009	05/01/2010	741.66	88,999.26
2340		3.760	7.000	1/1/2011	07/01/2009	291.67	50,001.35
2344		21.555	11.000	3/1/2013	07/01/2010	212.57	23,188.95
2349		11.326	11.000	1/1/2010	07/01/2010	231.53	25,258.09
7012		3.937	10.000	5/1/2011	05/01/2010	208.35	25,002.49
7014		17.255	11.000	3/1/2013	07/01/2010	229.19	25,002.49
15		4.550	11.000	4/1/2010	07/01/2010	688.19	75,075.00
7018		20.360	11.000	3/1/2011	11/01/2009	522.57	57,008.00
7023		50.000	11.000	5/1/2010	07/01/2010	2,039.58	222,500.00
7039		5.093	11.000	8/30/2010	07/01/2010	229.21	25,005.20
7040A		8.330	5.250	5/24/2011	06/24/2010	109.38	25,000.10
7049		28.572	11.000	1/1/2011	07/01/2010	458.33	50,000.13
7060		36.110	12.000	5/1/2011	01/01/2010	1,000.25	100,024.70
7071		11.141	11.000	4/1/2012	07/01/2010	229.17	25,000.40
7074		9.091	11.000	11/1/2011	02/01/2010	229.17	25,000.25
7075		3.937	11.000	5/1/2011	07/01/2010	229.18	25,001.22
7079		4.000	11.500	7/1/2012	07/01/2010	239.58	25,000.00
21						10,718.51	1,211,525.97

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION						
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER	
2287	6/10/2010	\$1,473.79	\$0.00	\$1,473.79	\$0.00	\$0.00	\$0.00	30321	
2328	6/10/2010	\$687.51	\$0.00	\$687.51	\$0.00	\$0.00	\$0.00	30321	
2332	6/10/2010	\$741.66	\$0.00	\$741.66	\$0.00	\$0.00	\$0.00	30321	
2349	6/10/2010	\$231.53	\$0.00	\$231.53	\$0.00	\$0.00	\$0.00	30321	
7075	6/10/2010	\$229.18	\$0.00	\$229.18	\$0.00	\$0.00	\$0.00	30321	
7049	6/10/2010	\$458.33	\$0.00	\$458.33	\$0.00	\$0.00	\$0.00	30321	
7023	6/10/2010	\$2,039.59	\$0.00	\$2,039.59	\$0.00	\$0.00	\$0.00	30321	
7012	6/10/2010	\$208.35	\$0.00	\$208.35	\$0.00	\$0.00	\$0.00	30321	
7040A	6/10/2010	\$157.78	\$0.00	\$157.78	\$0.00	\$0.00	\$0.00	30321	
204031	6/10/2010	\$98.96	(\$5.21)	\$104.17	\$0.00	\$0.00	\$0.00	30321	
7015	6/10/2010	\$688.19	\$0.00	\$688.19	\$0.00	\$0.00	\$0.00	30321	
39	6/10/2010	\$229.21	\$0.00	\$229.21	\$0.00	\$0.00	\$0.00	30321	
2344	6/10/2010	\$820.82	\$0.00	\$218.09	\$602.73	\$0.00	\$0.00	30321	
7071	6/10/2010	\$229.17	\$0.00	\$229.17	\$0.00	\$0.00	\$0.00	30321	

7014	6/10/2010	\$229.19	\$0.00	\$229.19	\$0.00	\$0.00	\$0.00	30321
205059	6/10/2010	\$564.67	\$0.00	\$564.67	\$0.00	\$0.00	\$0.00	30321
7079	6/10/2010	\$239.58	\$0.00	\$239.58	\$0.00	\$0.00	\$0.00	30321
204031	6/10/2010	\$98.96	(\$5.21)	\$104.17	\$0.00	\$0.00	\$0.00	30321
		\$9,426.47	(\$10.42)	\$8,834.16	\$602.73	\$0.00	\$0.00	

LOAN NOTES	
2328	[REDACTED]
Borrower working to bring account current.	
7018	[REDACTED]
Working with Borrower to bring account current.	
2332	[REDACTED]
Borrower working to bring account current. Default letter sent.	
2340	[REDACTED]
In foreclosure.	

On Acct. (Holding)

LOAN FUNDING  
7057- [REDACTED]

Lender Account	Lender Name	Pct Owned	Lender Rate	Principal Balance
3436	[REDACTED]	7.692%	11.000%	\$10,000.12
3482	[REDACTED]	7.693%	11.000%	\$10,000.51
1470	[REDACTED]	15.385%	11.000%	\$20,000.11
5004	[REDACTED]	7.692%	11.000%	\$10,000.12 <i>Reinstating</i>
5026	[REDACTED]	7.692%	11.000%	\$10,000.12
5083	[REDACTED]	11.539%	11.000%	\$15,000.05 <i>Reinstating</i>
5288	[REDACTED]	24.621%	11.000%	\$32,007.43
5629	[REDACTED]	7.692%	11.000%	\$10,000.12
6002	[REDACTED]	9.993%	11.000%	\$12,991.42

100.000%

## Mortgage Paper Securities Specific Offering Circular

CHESTERFIELD MORTGAGE INVESTORS,  
INC.

SPECIFIC OFFERING CIRCULAR

Dated: May 21, 2009  
Prepared by: Marty Hunter, Mortgage Broker-Dealer Representative  
1420 Fifth Avenue, Suite 1850  
Seattle, WA 98101

This specific offering circular is intended to present details about a particular securities offering. These securities involve a high degree of risk, and may require additional expenditures by an investor if a default should occur. Investors are urged to carefully read all offering documents in their entirety to determine whether this is a suitable investment for them. There are risks inherent in investing in participation interests in real estate loans, which are more fully described in our General Offering Circular.

### Summary of the Offering

Loan Name:	
Loan Number:	7057
Loan Amount:	\$130,000
Minimum investment amount:	\$6,500.00
Interest Rate:	
Spread to Investors:	11%
Spread to the Company:	1%
Total Interest Rate on Note:	12%
Lien Position:	1st lien position deed of trust and note

This mortgage paper securities offering has been registered with the Securities Division of the State of Washington under the provisions of WAC 460-33A.

The registration of these securities by the Washington Securities Administrator does not signify that the administrator has approved or recommended these securities, nor has the administrator passed upon the adequacy or accuracy of this specific offering circular. Any representation to the contrary is a criminal offense. The mortgage paper securities offered herein are subject to investor suitability requirements under the provisions of WAC 460-33A-031 (See "Investor Suitability Requirements" in the General Offering Circular.)

Remedies are available to the investor for false and misleading statements in connection with this offering (See "Remedies to Investor").

## Mortgage Paper Securities Specific Offering Circular

### Borrower Information

Name: [REDACTED]  
Address: 20930 Seaport Pl. NW, Poulsbo, WA 98370  
Employment: [REDACTED]-contractor/owner  
Number of years in this position: 10 years (unverified)  
Income: \$551,250 in deposits for the ten months ended 10/31/08  
[REDACTED] is a contractor and does not earn a regular salary.  
Net Worth: \$967,392 (unverified)  
Credit Score: [REDACTED] 578-Experian, 715-Transunion, 757-Equifax  
[REDACTED] 757-Equifax, 759-Transunion, 761-Experian  
Ratings Legend: Scores range between 300 and 850. Higher scores indicate a better credit rating.

### Property Information

Address: 22272 Port Gamble Rd NE, Poulsbo, WA 98370-8817  
Description: 2.54 acres improved with a 2 story single family residence. The first floor (1,729 sq ft) includes a garage/shop, bathroom and laundry room. The second floor (1,332 sq ft) includes living, dining, kitchen, bath and bedroom.  
Appraised Value: \$240,000  
Appraisal Date: January 17, 2009  
Tax Assessed Value: \$280,240  
Tax Assessed Value Year: 2009  
Description of Junior/Senior Lien(s): N/A  
Insurance Information: Extended coverage lender's title insurance policy and hazard insurance coverage.

### Loan-to-value (LTV) Ratios

Appraised Value (AS IS):	\$240,000
LTV based on estimated value:	54%
Tax assessed value (for the year 2009):	
Land	\$138,540
Improvements	141,700
Total tax assessed value:	\$280,240
LTV based on tax assessed value:	N/A
Source of tax assessed value:	Kitsap County Assessor.

## Mortgage Paper Securities Specific Offering Circular

### Loan Terms

Loan Amount:	\$130,000
Interest Rate:	
Spread to Investors:	11%
Spread to the Company:	<u>1%</u>
Total Interest Rate on Note:	12%
Lien Position:	1 <sup>st</sup> lien position deed of trust and note
Payment Schedule:	\$1,300 interest only payments due the first of each month
Date Interest Paid To:	June 1, 2009
Maturity Date:	June 1, 2011
Balloon Payment:	\$130,000
Commission and Other Fees:	
Loan origination fee:	6.0% payable to Chesterfield Mortgage out of the loan proceeds
Loan servicing fee:	N/A
Prepayment Fee:	1% during the first six months.
Late Charges:	10% of monthly payment or balloon payment if payment is not received when due
Disposition:	Late charges and prepayment fees are payable to Chesterfield Mortgage
Release Clauses:	N/A
Other terms and conditions:	N/A

### Use of Loan Proceeds

Loan Amount:	\$130,000.00
Brokerage Commissions:	3,150.00
Loan Fee:	7,800.00
Closing Costs:	<u>2,425.91</u>
Payoff Existing Lien(s);	<u>N/A</u>
Net Proceeds to(from) Borrower:	\$116,624.09
Borrower's explanation of use of net loan proceeds:	Provide investment capital.

### Expected Source of Loan Repayment

Through a refinance or sale of the subject property.

## Mortgage Paper Securities Specific Offering Circular

### Exhibits

Fact Sheet	Exhibit A
Loan Application	Exhibit B
Loan Closing Statement	Exhibit C
Note & Security Instrument	Exhibit D
Appraisal and/or Tax Valuation	Exhibit E
Commitment for Title Insurance	Exhibit F
Credit report for Borrower(s) and/or Guarantor(s)	Exhibit G
Financial Statement	Exhibit H
Affidavit of Business Purpose and/or Attorney Letter	Exhibit I
Insurance Information	Exhibit J
Other Exhibits if applicable	

When recorded return to:

Chesterfield Mortgage Investors, Inc.  
1001 Fourth Avenue Plaza, Suite 3313  
Seattle, WA 98154

PACIFIC NW TITLE 200905210045  
Deed Of Trust Assn. Of Rents Rec Fee: \$ 69.00 Page 1 of 5  
05/21/2009 12:37 PM  
Haller Washington, Kitsap Co Auditor

PNW 32116139  
Loan No. 7057

DEED OF TRUST WITH ASSIGNMENT OF RENTS

Grantor: JOHN C. LEAGE and STACIE ANN LEAGE, husband and wife

Trustee: PACIFIC NORTHWEST TITLE COMPANY

Grantee/Beneficiary: CHESTERFIELD MORTGAGE INVESTORS, INC., a Washington corporation

Legal description (abbreviated - full legal shown below):

Lot A, Short Plat No. 3914, AFN 8509110080, NE/NW, Section 8, Township 26 North, Range 2 East

Tax Parcel Number: 082602-2-035-2001

THIS DEED OF TRUST, made this 13th day of May, 2009, between JOHN C. LEAGE and STACIE ANN LEAGE, husband and wife ("Grantor"), whose address is 20930 Seaport Pl. NW, Poulsbo, WA 98370, PACIFIC NORTHWEST TITLE COMPANY ("Trustee"), whose address is 2021 NW Myhre Road, Suite 300, Silverdale, WA 98383, and CHESTERFIELD MORTGAGE INVESTORS, INC. ("Beneficiary"), whose address is 1001 Fourth Avenue Plaza, Suite 3313, Seattle, Washington 98154.

WITNESSETH:

Grantor hereby irrevocably grants, transfers, conveys and assigns to Trustee in trust, with power of sale, all of Grantor's present and future estate, right, title, claim and interest, either in law or in equity, in and to the following described real property (the "Property") in Kitsap County, Washington:

Description of Property:

Parcel I:

Lot A of Short Plat No. 3914 recorded under Auditor's File No. 8509110080, being a portion of the Northeast quarter of the Northwest quarter, Section 8, Township 26 North, Range 2 East, W.M., in Kitsap County, Washington.

Parcel II:

An easement for ingress, egress and utilities over, under and across a strip of land 30 feet in width being described in deed recorded under Auditor's File No. 8406190019 and re-recorded under

Auditor's file No. B407170027, and being within the Northwest quarter of Section 8, Township 26 North, Range 2 East, W.M., in Kitsap County, Washington.

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 of Trust is for the purpose of securing performance of each agreement and covenant of Grantor herein contained, and for payment of the sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00) 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 or on the behalf Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

Grantor covenants and agrees:

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; and not to sell, enter into a contract of sale, convey, alienate, transfer or encumber any of Grantors interest in the Property.

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 Beneficiary, and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary, as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order, as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor 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 attorneys' 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 Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor 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 by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the Property is taken or damaged in an 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 for failure to so pay.

3. Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, or upon the sale of, execution of a contract of sale for, conveyance of, alienation of, transfer of or imposition of any encumbrance upon Grantor's interest in the Property described herein, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Property described herein, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder.

Any person except 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 reasonable Trustee's fees and attorney's fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of Grantor's execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's 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.

6. The power of sale conferred by this Deed of Trust is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. Beneficiary may, from time to time, as provided by statute, appoint another trustee in place of trustee herein named, and thereupon trustee herein named shall be discharged and the trustee so appointed shall be substituted as trustee hereunder, with the same effect as if originally named trustee herein. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.

8. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. Grantor hereby grants, assigns, transfers, and conveys to Beneficiary all of Grantor's right, title and interest in and to all leases, now or hereafter made, demising all or any portion of the premises described in the Deed of Trust (the "Property"):

TOGETHER WITH any and all guarantees of lessee's obligations under the Leases, and any and all amendments, modifications, renewals, replacements and extensions thereof;

TOGETHER WITH all rents, income and profits now or hereafter due or to which Grantor may now or hereafter become entitled, arising from or out of the Leases or from or out of the Property,

TOGETHER WITH all deposits of every kind, including without limitation security, cleaning and damage deposits, and all other security received by Grantor under or with respect to Leases.

(a) So long as there shall exist no default by Grantor in the payment of the indebtedness under this Deed of Trust and the Promissory Note of even date, Grantor shall have the right under a license granted hereby to collect, but not prior to accrual, all rents arising from or out of the Leases or from or out of the Property or any portion thereof, provided that all rents so collected by it shall be applied first to pay the usual and reasonable operating expenses of, and the taxes upon the Property, and then to pay all sums owing Beneficiary as they become due and payable under the terms of the Promissory Note and Deed of Trust, and the balance of such rents, after payment of the foregoing, shall be Grantor's absolute property.

(b) Upon or at any time after default in the payment of any indebtedness owing under the Promissory Note and Deed of Trust, Beneficiary may, at its option and without notice, terminate the license granted to Grantor hereunder, and may proceed, either in person or by agent, to collect all rents arising from or under the Leases or from or out of the Property.

(c) Upon the payment in full of the Promissory Note and of all indebtedness secured by this Deed of Trust, this assignment shall be void and have no further force and effect.

GRANTOR:

John C. Leage  
John C. Leage

Stacie Ann Leage  
Stacie Ann Leage

STATE OF WASHINGTON )  
COUNTY OF KITSAP ) ss.

I certify that I know or have satisfactory evidence that JOHN C. LEAGE and STACIE ANN LEAGE are the persons who appeared before me, and said persons acknowledged that THEY signed this instrument and on oath stated that THEY ARE authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 15, 2009

Marilyn D. Fergusson  
Notary Public in and for the State of Washington  
Residing at Bremerton  
My appointment expires Nov 19, 2012

MARILYN D. FERGUSSON  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
NOVEMBER 19, 2012

Marilyn D. Fergusson

**REQUEST FOR FULL RECONVEYANCE**

The undersigned beneficiary is the legal owner and holder of the promissory note in the original sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00), secured by that certain Deed of Trust dated May 13, 2009, in which JOHN C. LEAGE and STACIE ANN LEAGE, husband and wife, are Grantor, and PACIFIC NORTHWEST TITLE COMPANY is Trustee, and filed for record on \_\_\_\_\_, under recording number \_\_\_\_\_, records of Kitsap County, Washington.

The note and all other indebtedness secured by said Deed of Trust having been fully satisfied, the Note and Deed of Trust are herewith surrendered to you for cancellation and reconveyance.

You are therefore requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title, and interest now held by you thereunder.

Dated: \_\_\_\_\_

CHESTERFIELD MORTGAGE INVESTORS, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Unofficial

Initials led sm

WHEN RECORDED RETURN TO:  
CHESTERFIELD MORTGAGE INVESTORS, INC.  
1420 5<sup>TH</sup> AVENUE, SUITE 1850  
SEATTLE, WASHINGTON 98202

Customer Reference/Loan No.: LEAGE / 7057

### Full Reconveyance

PNWT RC19251FR

Reference Number(s) of Related Documents: 200905210045

The undersigned as Trustee under that certain Deed of Trust, dated MAY 13, 2009, in which JOHN C. LEAGE AND STACIE ANN LEAGE, HUSBAND AND WIFE is grantor and CHESTERFIELD MORTGAGE INVESTORS, INC. is beneficiary, recorded on MAY 21, 2009, under Recording Number 200905210045, records of Kitsap County, Washington, having received from the beneficiary under said Deed of Trust a written request to reconvey, reciting that the obligations secured by the Deed of Trust has been fully satisfied, does hereby reconvey, without warranty, to the person(s) entitled thereto all of the right, title and interest now held by said trustee in and to the property described in said Deed of Trust, situated in Kitsap County, Washington, as follows:

AS IN DEED OF TRUST REFERRED TO ABOVE

Dated: February 2, 2010

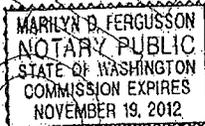
Pacific Northwest Title of Kitsap  
Trustee

By: *Chris Ricland*  
Chris Ricland, President

STATE OF WASHINGTON  
County of Kitsap

I certify that I know or have satisfactory evidence that Chris Ricland is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the PRESIDENT of PACIFIC NORTHWEST TITLE OF KITSAP COUNTY, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: February 2, 2010



*Marilyn D. Fergusson*  
MARILYN D. FERGUSSON  
Notary Public in and for the State of Washington,  
Residing at Bremerton  
My appointment expires: NOVEMBER 19, 2012

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5004  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$759.17  
 Interest Year To Date: \$3,962.09

3005 Webster Point Road N.E.  
 Seattle WA 98105

Statement Period:  
 5/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT	NOTE	MATURITY	NEXT	REGULAR	LOAN
		OWNED	RATE	DATE	PAYMENT	PAYMENT	BALANCE
2108		.472	8.500	2/8/2003	08/01/2003	30.93	4,366.00
2307		1.361	10.000	2/1/2010	02/01/2008	166.67	20,000.82
2316		1.000	7.000	4/1/2010	10/01/2309	58.33	10,000.00
7057		7.692	11.000	6/1/2011	07/01/2010	91.67	10,000.12
7065		100.000	11.000	6/1/2011	07/01/2010	375.83	41,000.00
7079		1.600	11.500	7/1/2012	07/01/2010	95.83	10,000.00
7081		1.053	11.500	2/1/2012	07/01/2010	95.84	10,000.65
7090		2.797	12.000	4/1/2012	07/01/2010	100.00	10,000.35
8						1,015.11	115,367.94

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7065	6/10/2010	\$375.83	\$0.00	\$375.83	\$0.00	\$0.00	\$0.00	30177
7081	6/10/2010	\$95.84	\$0.00	\$95.84	\$0.00	\$0.00	\$0.00	30177
7079	6/10/2010	\$95.83	\$0.00	\$95.83	\$0.00	\$0.00	\$0.00	30177
7057	6/10/2010	\$91.67	\$0.00	\$91.67	\$0.00	\$0.00	\$0.00	30177
7090	6/10/2010	\$100.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	30177
		\$759.17	\$0.00	\$759.17	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2108 / [REDACTED]  
 Counsel reviewing debtors assets to determine collection action.

2316 / [REDACTED]  
 Borrower working to bring account current.

2307 / [REDACTED]  
 2nd lienholder has taken over property and is in the process of refinance to payoff CMI.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc 1901 4th Ave, Suite 3313 Seattle, WA 98154 (206) 464-8770	ACCOUNT NO: 03436 Statement Date: 6/10/2010 Page Number: 1
[REDACTED] 5221 S.W. Jacobsen Rd. Seattle WA 98116-4352	Interest This Period: \$620.81 Interest Year To Date: \$2,678.50
Statement Period: 6/11/2010-6/11/2010	

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT	NOTE	MATURITY	NEXT	REGULAR	LOAN
		OWNED	RATE	DATE	PAYMENT	PAYMENT	BALANCE
2341	[REDACTED]	1.329	7.000	12/1/2010	04/01/2009	58.34	10,000.73
7057	[REDACTED]	7.692	11.000	6/1/2011	07/01/2010	91.67	10,000.12
7071	[REDACTED]	4.456	11.000	4/1/2012	07/01/2010	91.67	10,000.16
7074	[REDACTED]	4.546	11.000	11/1/2011	02/01/2010	114.59	12,500.40
7079	[REDACTED]	1.600	11.500	7/1/2012	07/01/2010	95.83	10,000.00
7081	[REDACTED]	2.105	11.500	2/1/2012	07/01/2010	191.64	19,997.50
7090	[REDACTED]	4.196	12.000	4/1/2012	07/01/2010	150.00	15,000.34
7						793.74	87,499.25

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK			DISTRIBUTION				
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7081	6/11/2010	\$191.64	\$0.00	\$191.64	\$0.00	\$0.00	\$0.00	0010319
7079	6/11/2010	\$95.83	\$0.00	\$95.83	\$0.00	\$0.00	\$0.00	0010319
7071	6/11/2010	\$91.67	\$0.00	\$91.67	\$0.00	\$0.00	\$0.00	0010319
7057	6/11/2010	\$91.67	\$0.00	\$91.67	\$0.00	\$0.00	\$0.00	0010319
7090	6/11/2010	\$150.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	0010319
		\$620.81	\$0.00	\$620.81	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2341 [REDACTED]  
 In foreclosure.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 03482  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$550.01  
 Interest Year To Date: \$3,603.01

14308 - 148th Ave S.E.  
 Yelm WA 98597

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS, WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
205012		4.082	10.000	4/1/2006	01/01/2006	318.03	38,163.27
7057		7.693	11.000	6/1/2011	07/01/2010	91.67	10,000.51
7058		1.007	12.000	5/1/2011	02/01/2010	100.05	10,604.61
7075		7.874	11.000	5/1/2011	07/01/2010	458.34	50,001.17
7083		1.231	8.000	1/1/2013	06/01/2010	4.10	615.40
5:						972.19	108,784.96

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK			DISTRIBUTION				
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7057	6/10/2010	\$91.67	\$0.00	\$91.67	\$0.00	\$0.00	\$0.00	30141
7075	6/10/2010	\$458.34	\$0.00	\$458.34	\$0.00	\$0.00	\$0.00	30141
		\$550.01	\$0.00	\$550.01	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

205012/ [REDACTED]  
 Approval has been received to accept auction bid. CMI proceeding with sale.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc.  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 1470  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$183.33  
 Interest Year To Date: \$1,068.96

1351 S.E. 8th Ave.  
 Oak Harbor WA 98277

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT	NOTE	MATURITY	NEXT	REGULAR	LOAN
		OWNED	RATE	DATE	PAYMENT	PAYMENT	BALANCE
2108		.770	8.500	2/8/2003	08/01/2003	50.45	7,122.50
7057		15.385	11.000	6/1/2011	07/01/2010	183.33	20,000.11
2						233.79	27,122.61

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7057	6/10/2010	\$183.33	\$0.00	\$183.33	\$0.00	\$0.00	\$0.00	30161
		\$183.33	\$0.00	\$183.33	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2108 / [REDACTED]  
 Counsel reviewing debtors assets to determine collection action.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5026  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$1,166.58  
 Interest Year To Date: \$7,721.05

3849 Woodlawn Ave. North  
 Seattle WA 98103-8250

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
2108		.962	8.500	2/8/2003	08/01/2003	63.00	8,894.80
2166		5.831	11.000	6/1/2006	01/01/2008	91.67	10,000.17
2150		4.000	10.000	11/1/2008	07/01/2010	83.33	10,000.00
2285		3.922	10.000	6/1/2008	02/01/2009	83.34	10,001.10
2286		1.200	10.000	8/1/2008	10/01/2007	125.00	15,000.00
2325		4.296	10.000	9/1/2009	03/01/2008	127.09	15,250.80
2328		1.374	11.000	9/1/2009	12/01/2009	137.54	15,004.08
2341		1.329	7.000	12/1/2010	04/01/2009	58.34	10,000.73
7012		2.394	10.000	5/1/2011	05/01/2010	126.70	15,204.44
7012		.495	10.000	5/1/2011	05/01/2010	26.19	3,143.25
14		6.902	11.000	3/1/2013	07/01/2010	91.68	10,000.99
7024		8.084	11.000	8/1/2010	07/01/2010	123.01	13,419.44
7027		7.279	10.000	6/1/2012	07/01/2010	103.32	12,374.30
7042		4.348	7.826	10/1/2010	11/01/2009	65.22	10,000.40
7051		1.936	12.000	7/1/2010	07/01/2010	300.00	30,000.25
7057		7.692	11.000	6/1/2011	07/01/2010	91.67	10,000.12
16						1,696.91	198,294.87

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION						
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER	
7027	6/10/2010	\$103.12	\$0.00	\$103.12	\$0.00	\$0.00	\$0.00	30182	
7051	6/10/2010	\$300.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	30182	
7014	6/10/2010	\$91.68	\$0.00	\$91.68	\$0.00	\$0.00	\$0.00	30182	
7024	6/10/2010	\$123.01	\$0.00	\$123.01	\$0.00	\$0.00	\$0.00	30182	
2285	6/10/2010	\$83.34	\$0.00	\$83.34	\$0.00	\$0.00	\$0.00	30182	
2190	6/10/2010	\$83.33	\$0.00	\$83.33	\$0.00	\$0.00	\$0.00	30182	
7057	6/10/2010	\$91.67	\$0.00	\$91.67	\$0.00	\$0.00	\$0.00	30182	
2328	6/10/2010	\$137.54	\$0.00	\$137.54	\$0.00	\$0.00	\$0.00	30182	
7012	6/10/2010	\$126.70	\$0.00	\$126.70	\$0.00	\$0.00	\$0.00	30182	
7012	6/10/2010	\$26.19	\$0.00	\$26.19	\$0.00	\$0.00	\$0.00	30182	
		\$1,166.58	\$0.00	\$1,166.58	\$0.00	\$0.00	\$0.00		

**LOAN NOTES**

2286 / [REDACTED]

REQ. CMI has secured property.

JB / [REDACTED]

Counsel reviewing debtors assets to determine collection action.

2166 / [REDACTED]
Marketing property.
2325 / [REDACTED]
Property is now REO.
2341 / [REDACTED]
In foreclosure.
7037 / [REDACTED]
In foreclosure. Borrower has property listed for sale.
2328 / [REDACTED]
Borrower working to bring account current.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc 1001 4th Ave. Suite 3313 Seattle, WA 98154 (206) 464-8770	ACCOUNT NO: 5083 Statement Date: 6/10/2010 Page Number: 1
[REDACTED]  1503 - 153rd St. S.E. Mill Creek WA 98012	Interest This Period: \$366.80 Interest Year To Date: \$2,177.53
	Statement Period: 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT	NOTE	MATURITY	NEXT	REGULAR	LOAN
		OWNED	RATE	DATE	PAYMENT	PAYMENT	BALANCE
2276	[REDACTED]	3.909	10,000	6/1/2011	04/01/2007	110.43	13,251.51
2324	[REDACTED]	2.100	10,000	7/1/2009	05/01/2009	297.50	35,700.00
2347	[REDACTED]	4.887	11,000	6/1/2010	12/01/2008	376.30	41,050.80
7015	[REDACTED]	1.516	11,000	4/1/2010	07/01/2010	229.30	25,014.00
7057	[REDACTED]	11.539	11,000	6/1/2011	07/01/2010	137.59	15,000.05
5						1,151.02	130,026.36

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7015	6/11/2010	\$229.30	\$0.00	\$229.30	\$0.00	\$0.00	\$0.00	0010363
7057	6/11/2010	\$137.50	\$0.00	\$137.50	\$0.00	\$0.00	\$0.00	0010363
		\$366.80	\$0.00	\$366.80	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2324	[REDACTED]
	In foreclosure
2347	[REDACTED]
	In foreclosure.
2276	[REDACTED]
	CMI making repairs, CMI working with interested party to purchase property.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc 1001 4th Ave. Suite 3313 Seattle, WA 98154 (206) 464-8770	ACCOUNT NO: 5288 Statement Date: 6/10/2010 Page Number: 1
[REDACTED] 3801 S.W. Orchard Street Seattle WA 98126	Interest This Period: \$1,971.09 Interest Year To Date: \$11,499.41
Statement Period: 6/11/2010-6/11/2010	

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
2000-0158	[REDACTED]	22.642	9.500	7/1/2009	05/01/2007	116.97	14,775.21
2328	[REDACTED]	2.748	11.000	9/1/2009	12/01/2009	275.02	30,002.70
2340	[REDACTED]	2.632	7.000	1/1/2011	07/01/2009	204.20	35,005.60
2347	[REDACTED]	2.976	11.000	6/1/2010	12/01/2008	229.18	25,000.92
7015	[REDACTED]	1.515	11.000	4/1/2010	07/01/2010	229.17	25,000.80
7018	[REDACTED]	14.290	11.000	3/1/2011	11/01/2009	366.78	40,012.00
7057	[REDACTED]	24.621	11.000	6/1/2011	07/01/2010	293.40	32,007.43
7074	[REDACTED]	16.500	11.000	11/1/2011	02/01/2010	415.94	45,375.00
7079	[REDACTED]	8.000	11.500	7/1/2012	07/01/2010	479.17	50,000.00
7081	[REDACTED]	5.264	11.500	2/1/2012	07/01/2010	479.24	50,008.00
10						3,089.07	347,187.66

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					NUMBER
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	
7081	6/11/2010	\$479.24	\$0.00	\$479.24	\$0.00	\$0.00	\$0.00	0010381
7079	6/11/2010	\$479.17	\$0.00	\$479.17	\$0.00	\$0.00	\$0.00	0010381
7015	6/11/2010	\$229.17	\$0.00	\$229.17	\$0.00	\$0.00	\$0.00	0010381
2000-0158	6/11/2010	\$215.09	\$0.00	\$215.09	\$0.00	\$0.00	\$0.00	0010381
7057	6/11/2010	\$293.40	\$0.00	\$293.40	\$0.00	\$0.00	\$0.00	0010361
2328	6/11/2010	\$275.02	\$0.00	\$275.02	\$0.00	\$0.00	\$0.00	0010381
		\$1,971.09	\$0.00	\$1,971.09	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2328	[REDACTED]	Borrower Working to bring account current.
7018	[REDACTED]	Working with Borrower to bring account current.
2347	[REDACTED]	
		In foreclosure.
2340	[REDACTED]	
		In foreclosure.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5629  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$191.68  
 Interest Year To Date: \$1,374.62

12918 - 184th Dr. S.E.  
 Snohomish WA 98290

Statement Period:  
 6/10/2010-6/10/2010

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**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
7057		7.692	11.000	6/1/2011	07/01/2010	91.67	10,000.12
7058		.805	12.000	5/1/2011	02/01/2010	80.02	8,001.70
3						271.69	28,002.42

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK			DISTRIBUTION				
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7051	6/10/2010	\$100.01	\$0.00	\$100.01	\$0.00	\$0.00	\$0.00	30319
7057	6/10/2010	\$91.67	\$0.00	\$91.67	\$0.00	\$0.00	\$0.00	30319
		\$191.68	\$0.00	\$191.68	\$0.00	\$0.00	\$0.00	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 600Z  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$1,140.31  
 Interest Year To Date: \$6,466.92

1125 Skyline Drive  
 Tacoma WA 98406

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
204031		3.664	10.000	8/1/2007	10/01/2008	167.92	20,150.35
206012		3.401	11.000	4/1/2009	01/01/2008	229.17	25,000.00
2328		1.941	11.000	9/1/2009	12/01/2009	194.24	21,199.26
2347		2.381	11.000	6/1/2010	12/01/2008	183.34	20,000.40
7015		.975	11.000	4/1/2010	07/01/2010	147.39	16,079.25
7044		2.475	12.000	11/1/2010	04/01/2010	129.92	12,991.65
7057		9.993	11.000	6/1/2011	07/01/2010	119.09	12,991.42
7079		2.400	11.500	7/1/2012	07/01/2010	143.75	15,000.00
7083		1.231	8.000	1/1/2013	06/01/2010	4.10	615.40
90		5.595	12.000	4/1/2012	07/01/2010	200.00	20,000.34
10						1,518.92	164,019.07

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
204031	6/11/2010	\$159.52	(\$8.40)	\$167.92	\$0.00	\$0.00	\$0.00	0010416
7079	6/11/2010	\$143.75	\$0.00	\$143.75	\$0.00	\$0.00	\$0.00	0010416
7015	6/11/2010	\$147.39	\$0.00	\$147.39	\$0.00	\$0.00	\$0.00	0010416
204031	6/11/2010	\$159.52	(\$8.40)	\$167.92	\$0.00	\$0.00	\$0.00	0010416
7057	6/11/2010	\$119.09	\$0.00	\$119.09	\$0.00	\$0.00	\$0.00	0010416
2328	6/11/2010	\$194.24	\$0.00	\$194.24	\$0.00	\$0.00	\$0.00	0010416
7090	6/11/2010	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	0010416
		\$1,123.51	(\$16.80)	\$1,140.31	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2347 [REDACTED]  
 In foreclosure.  
 7044 / [REDACTED]  
 Default letter sent.  
 2328 / [REDACTED]  
 Borrower working to bring account current.  
 206012 / [REDACTED]  
 REC. CMI has manager in place on the property and is preparing to market.  
 7037 / [REDACTED]  
 foreclosure. Borrower has property listed for sale.

X on Acct. (holding)

LOAN FUNDING

7075-

Lender Account	Lender Name	Pct Owned	Lender Rate	Principal Balance
X 2224		1.575%	11.000%	\$10,001.25
X 2860		4.725%	11.000%	\$30,001.21
X 3468		3.332%	11.000%	\$21,159.47
X 3482		7.874%	11.000%	\$50,001.17
X 3545		1.575%	11.000%	\$10,001.25
X 1249		3.937%	11.000%	\$25,001.22
X 1718		1.575%	11.000%	\$10,001.25
X 2239		3.937%	11.000%	\$25,001.22
X 5109		4.725%	11.000%	\$30,001.21
X 5261		7.087%	11.000%	\$45,001.18
X 5302		2.488%	11.000%	\$15,800.07
X 5427		7.874%	11.000%	\$50,001.17
X 5574		3.150%	11.000%	\$20,001.23
X 5615		0.788%	11.000%	\$5,001.26
X 5618		3.150%	11.000%	\$20,001.23
X 5620		1.575%	11.000%	\$10,001.25
X 5624		0.788%	11.000%	\$5,001.26
X 5630		3.937%	11.000%	\$25,001.22
X 5631		3.937%	11.000%	\$25,001.22
X 5641		1.575%	11.000%	\$10,001.25
X 5641		0.473%	11.000%	\$3,001.01
X 5645		3.150%	11.000%	\$20,001.23
X 5648		1.575%	11.000%	\$10,001.25
X 5649		3.150%	11.000%	\$20,001.23
5651		15.750%	12.000%	\$100,012.50
X 6020		6.299%	11.000%	\$40,001.19

-cut 7/20/10 CK# 30525

100.000%

## Mortgage Paper Securities Specific Offering Circular

CHESTERFIELD MORTGAGE INVESTORS,  
INC.

SPECIFIC OFFERING CIRCULAR

Dated: October 30, 2009  
Prepared by: Marty Hunter, Mortgage Broker-Dealer Representative  
1420 Fifth Avenue, Suite 1850  
Seattle, WA 98101

*pd JJ*  
*4/9/2010*

This specific offering circular is intended to present details about a particular securities offering. These securities involve a high degree of risk, and may require additional expenditures by an investor if a default should occur. Investors are urged to carefully read all offering documents in their entirety to determine whether this is a suitable investment for them. There are risks inherent in investing in participation interests in real estate loans, which are more fully described in our General Offering Circular.

### Summary of the Offering

Loan Name:	[REDACTED]
Loan Number:	7075
Loan Amount:	\$635,000
Minimum investment amount:	\$20,000
Interest Rate:	
Spread to Investors:	11%
Spread to the Company:	1%
Total Interest Rate on Note:	12%
Lien Position:	1 <sup>st</sup> lien position deed of trust and note

This mortgage paper securities offering has been registered with the Securities Division of the State of Washington under the provisions of WAC 460-33A.

The registration of these securities by the Washington Securities Administrator does not signify that the administrator has approved or recommended these securities, nor has the administrator passed upon the adequacy or accuracy of this specific offering circular. Any representation to the contrary is a criminal offense. The mortgage paper securities offered herein are subject to investor suitability requirements under the provisions of WAC 460-33A-031 (See "Investor Suitability Requirements" in the General Offering Circular.)

Remedies are available to the investor for false and misleading statements in connection with this offering (See "Remedies to Investor").

## Mortgage Paper Securities Specific Offering Circular

### Borrower Information

Name: [REDACTED]  
Address: P.O. Box 53405, Bellevue, WA 98015  
Purpose: A single asset entity formed for the acquisition, conversion and resale of the units in the La Reve Condominium complex.  
Number of years in this position: 2 years, 4 months  
Monthly Rental Income: \$4,180 (unverified). 4 of the units are rented on a month to month basis to provide cash flow and allow for easy vacancy to market the units when necessary.  
Net Worth: \$1,591,750 (unverified. This represents the estimated equity in the property.)  
Credit Scores of Guarantors: [REDACTED] 720-Equifax, 700-Experian, 726-Trans Union  
Net Worth of Guarantors: [REDACTED] 573-Equifax, 655-Experian, 679-Trans Union  
Ratings Legend: Scores range between 300 and 850. Higher scores indicate a better credit rating.

### Property Information

Address: 10709 Valley View Rd., Bothell, WA 98011, Unit No.'s: A-304, B-302, B-304, B-401, B-403, & C-304.  
Description: A mix of 1 two bedroom, two bath unit and 5 three bedroom, 2 bath condominium units. All units come with full size washer/dryers.  
Appraised Value: A-304: \$198,550, B-302: \$220,000, B-304: \$220,000, B-401: \$220,000, B-403: \$220,000, C-304: \$220,000  
Total Appraised Value: \$1,298,550  
Appraisal Date: July 6, 2009  
Tax Assessed Value: A-304: \$245,000, B-302: \$259,000, B-304: \$259,000, B-401: \$269,000, B-403: \$269,000, C-304: \$269,000  
Total Assessed Value: \$1,570,000  
Tax Assessed Value Year: 2009  
Description of Senior/Junior Liens: None.  
Insurance Information: Extended coverage lender's title insurance policy and hazard insurance coverage, if applicable.

## Mortgage Paper Securities Specific Offering Circular

### Loan-to-value (LTV) Ratios

Appraised Value (AS IS):	\$1,298,550
LTV based on appraised value:	49%
Tax assessed value (2009):	
Total tax assessed value:	\$2,573,000
LTV based on tax assessed value:	40%
Source of tax assessed value:	King County Tax Assessor.

### Loan Terms

Loan Amount:	\$635,000.00
Interest Rate:	
Spread to Investors:	11%
Spread to the Company:	1%
Total Interest Rate on Note:	12%
Lien Position:	1 <sup>st</sup> lien position deed of trust and note
Payment Schedule:	\$6,350.00 interest only payments due the first of each month
Date Interest Paid To:	November 1, 2009
Maturity Date:	May 1, 2011
Balloon Payment:	To be determined.
Commission and Other Fees:	
Loan origination fee:	6% payable to Chesterfield Mortgage out of the loan proceeds
Loan servicing fee:	N/A
Prepayment Fee:	None
Late Charges:	10% of monthly payment or balloon payment if payment is not received when due
Disposition:	Late charges and prepayment fees are payable to Chesterfield Mortgage
Release Clauses:	Provided the loan is in good standing, CMI will give partial releases upon the sale and closing of each unit. In exchange for the release, CMI is to receive 100 % of the net proceeds from each sale and will apply towards interest and principal then due.
Other terms and conditions:	N/A

### Use of Loan Proceeds

Loan Amount:	\$635,000.00
Brokerage Commissions:	4,500.00
Loan Fee:	36,300.00
Closing Costs:	60,413.03
Payoff Existing Lien(s):	\$390,206.53
Net Loan Proceeds to Borrower:	\$143,580.44

## Mortgage Paper Securities Specific Offering Circular

Borrower's explanation of use of net loan proceeds:      Payoff unrelated note and funds to Borrower for operating/marketing/misc. (68,870), 8 months interest reserves (\$50,800), CMI holdback for upgrades to two units (\$8,500), 1<sup>st</sup> half 2010 property taxes (\$6,950) and future homeowners association dues (\$8,460).

### Expected Source of Loan Repayment

Through a refinance or sale of the subject properties..

### Special Note(s)

The appraised value came in at an aggregate value of \$2,556,690. Only the units securing this loan are shown in the loan to value ratios.

CMI is providing additional financing with the Borrower which loan is secured by 4 units located in the same complex.

### Exhibits

Fact Sheet	Exhibit A
Loan Application	Exhibit B
Loan Closing Statement	Exhibit C
Note & Security Instrument	Exhibit D
Appraisal and/or Tax Valuation	Exhibit E
Commitment for Title Insurance	Exhibit F
Credit report for Borrower and/or Guarantors	Exhibit G
Guarantors Financial Statement	Exhibit H
Affidavit of Business Purpose and/or Attorney Letter	Exhibit I
Other Exhibits if applicable	



20091030002400

STEWART TITLE DT 132.00  
PAGE 001 OF 008  
10/30/2009 15:15  
KING COUNTY, WA

When recorded return to:

Chesterfield Mortgage Investors, Inc.  
1420 Fifth Avenue, Suite 1850  
Seattle, WA 98101

Loan No. 7075

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

Grantor: RIDGE WATER NORTH, LLC, a Washington limited liability company

Trustee: STEWART TITLE GUARANTY COMPANY

STEWART TITLE  
971426

Grantee/Beneficiary: CHESTERFIELD MORTGAGE INVESTORS, INC., a Washington corporation

Legal description (abbreviated - full legal shown below)

Unit A-304, in Building A; Units B-302, B-304, B-401 and B-403, in Building B;  
Unit C-304, in Building C  
La Reve, a condominium, recorded in King County, Washington

Tax Account No's: 3955950160, 3955950260, 3955950280, 3955950290, 3955950300, & 3955950400

THIS DEED OF TRUST, made this 21st day of October, 2009, between RIDGE WATER NORTH, LLC, a Washington limited liability company ("Grantor"), whose address is P.O. Box 53405, Bellevue, WA 98105, STEWART TITLE GUARANTY COMPANY ("Trustee"), whose address is 18000 International Blvd., Suite 401, SeaTac, WA 98188, and CHESTERFIELD MORTGAGE INVESTORS, INC., a Washington corporation ("Beneficiary"); whose address is 1420 Fifth Avenue, Suite 1850, Seattle, Washington 98101.

WITNESSETH:

Grantor hereby irrevocably grants, transfers, conveys and assigns to Trustee in trust, with power of sale, all of Grantor's present and future estate, right, title, claim and interest, either in law or in equity, in and to the following described real property (the "Property") in King County, Washington:

Description of Property:

Unit A-304, in Building A; Units B-302, B-304, B-401 and B-403, in Building B; And Unit C-304, in Building C; all in

La Reve, A Condominium, According To The Declaration Thereof Recorded Under Recording No. 20070524001929, And Amendment(s) Thereto; Said Units Are Located On Survey Map And Plans Filed in Volume 234 Of Condominiums, At Pages 60 Through 65, Records Of King County, Washington.

Initial

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 of Trust is for the purpose of securing performance of each agreement and covenant of Grantor herein contained, and for payment of the sum of SIX HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$635,000.00) 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 or on the behalf Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

Grantor covenants and agrees:

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; and not to sell, enter into a contract of sale, convey, alienate, transfer or encumber any of Grantors interest in the Property.

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 Beneficiary, and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary, as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order, as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor 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 attorneys' 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 Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor 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 by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the Property is taken or damaged in an 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.

  
Initial

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 for failure to so pay.

3. Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, or upon the sale of, execution of a contract of sale for, conveyance of, alienation of, transfer of or imposition of any encumbrance upon Grantor's interest in the Property described herein, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Property described herein, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder.

Any person except 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 reasonable Trustee's fees and attorney's fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of Grantor's execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's 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.

6. The power of sale conferred by this Deed of Trust is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. Beneficiary may, from time to time, as provided by statute, appoint another trustee in place of trustee herein named, and thereupon trustee herein named shall be discharged and the trustee so appointed shall be substituted as trustee hereunder, with the same effect as if originally named trustee herein. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.

8. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. Grantor hereby grants, assigns, transfers, and conveys to Beneficiary all of Grantor's right, title and interest in and to all leases, now or hereafter made, demising all or any portion of the premises described in the Deed of Trust (the "Property"):

TOGETHER WITH any and all guarantees of lessee's obligations under the Leases, and any and all amendments, modifications, renewals, replacements and extensions thereof;

TOGETHER WITH all rents, income and profits now or hereafter due or to which Grantor may now or hereafter become entitled, arising from or out of the Leases or from or out of the Property.

  
Initial



**REQUEST FOR FULL RECONVEYANCE**

The undersigned beneficiary is the legal owner and holder of the promissory note in the original sum of SIX HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$635,000.00), secured by that certain Deed of Trust dated October 21, 2009, in which RIDGE WATER NORTH, LLC., a Washington limited liability company, is Grantor, and STEWART TITLE GUARANTY COMPANY is Trustee, and filed for record on \_\_\_\_\_, under recording number \_\_\_\_\_, records of King County, Washington.

The note and all other indebtedness secured by said Deed of Trust having been fully satisfied; the Note and Deed of Trust are herewith surrendered to you for cancellation and reconveyance.

You are therefore requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title, and interest now held by you thereunder.

Dated: \_\_\_\_\_

CHESTERFIELD MORTGAGE INVESTORS, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Electronically Recorded

20100609000919

SIMPLIFILE  
Page 001 of 001  
06/09/2010 03:35  
King County, WA

FR 62.00

Prepared by and Return to:  
Reconveyance Dept/ Stewart Title  
205 SE Spokane Street 300-61  
Portland OR 97202

Assessor's Property Tax Parcel: 3955950160, 3955950260, 3955950280, 3955950290,  
3955950300, 3955950400

FULL RECONVEYANCE

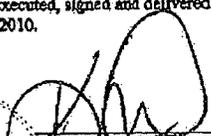
Stewart Title, Trustee / Successor Trustee having been requested in writing and notified by the holder of the obligation secured by the instrument below that the loan has been PAID IN FULL or SATISFIED and does hereby reconvey, release, and remise in the person legally entitled thereto, without warranty of any kind, all right, title and interest which was acquired by said Trustee under said Deed of Trust.

Date of Deed of Trust: October 21, 2009 Executed By: Ridge Water North LLC Original Trustee  
Stewart Title, Original Beneficiary: Chestafield Mortgage Investor  
Filed of Record: Book \_\_\_\_\_ Page \_\_\_\_\_ Document No: 20091030002400 Recorded On: October 30, 2009

Property: As described in original recorded Deed of Trust  
In King County, Washington State

Given to secure a certain Promissory Note in the amount of \$635,000.00 payable to the Beneficiary.  
Assignment or re-recorder under Document No: \_\_\_\_\_ in the aforesaid recorder's Office.

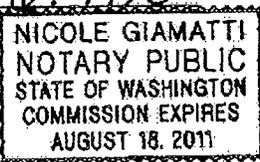
IN WITNESS WHEREOF, this instrument was executed, signed and delivered by the undersigned on this 7th day of July, 2010.

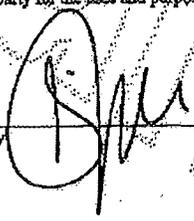
  
\_\_\_\_\_  
BY: Kim Martinez  
TITLE: Authorized Agent

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that Kim Martinez is this person who appeared before me, and said person acknowledged that she has signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as an Authorized Agent of Stewart Title Guaranty Company to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 10.7.10  
  
NICOLE GIAMATTI  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
AUGUST 18, 2011

  
\_\_\_\_\_  
Notary

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 02224  
 Statement Date: 6/10/2010  
 Page Number: 1

██████████  
 1221 Minor Ave. #1003  
 Seattle WA 98101-2810

Interest This Period: \$91.68  
 Interest Year To Date: \$550.08

Statement Period: 6/10/2010-6/10/2010
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PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
7075	██████████	1.575	11.000	5/1/2011	07/01/2010	91.68	10,001.25
1	██████████					91.68	10,001.25

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7075	6/10/2010	\$91.68	\$0.00	\$91.68	\$0.00	\$0.00	\$0.00	30135
		\$91.68	\$0.00	\$91.68	\$0.00	\$0.00	\$0.00	

6/10/10

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1420 5th Ave. Suite 1850  
 Seattle, WA 98101  
 (206) 464-8770

ACCOUNT NO: 02860  
 Statement Date: 06/23/2010  
 Page Number: 1

Interest This Period: \$1,692.78  
 Interest Year To Date: \$4,884.82

████████████████████  
 14012 13th Ave. SW  
 Burien WA 98166

Statement Period:  
 6/23/2010-6/23/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
7042	████████████████████	8.696	7.826	10/1/2010	11/01/2009	130.44	20,000.80
7075		4.725	11.000	5/1/2011	07/01/2010	275.01	30,001.21
7081		2.632	11.500	2/1/2012	07/01/2010	239.59	25,000.20
3						645.03	75,002.21

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					NUMBER
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	
7037	6/23/2010	\$21,692.78	\$0.00	\$1,692.78	\$20,000.00	\$0.00	\$0.00	30265
		\$21,692.78	\$0.00	\$1,692.78	\$20,000.00	\$0.00	\$0.00	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 03468  
 Statement Date: 6/10/2010  
 Page Number: 1

3121 Harrison  
 Centralia WA 98531

Interest This Period: \$938.42  
 Interest Year To Date: \$4,365.53

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
204031	[REDACTED]	5.620	10.000	8/1/2007	10/01/2008	257.58	30,910.00
206018		3.494	10.500	5/1/2009	07/01/2009	269.03	30,746.00
2324		1.500	10.000	7/1/2009	05/01/2009	212.50	25,500.00
2347		2.977	11.000	6/1/2010	12/01/2008	229.23	25,006.80
7015		1.516	11.000	4/1/2010	07/01/2010	229.30	25,014.00
7075		3.332	11.000	5/1/2011	07/01/2010	193.96	21,159.47
7083		1.539	8.000	1/1/2013	06/01/2010	5.13	769.25
7						1,396.72	159,105.52

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK DATE	AMOUNT	SERV FEES	INTEREST	DISTRIBUTION				NUMBER
					PRINCIPAL	CHARGES	OTHER		
204031	6/11/2010	\$244.70	(\$12.88)	\$257.58	\$0.00	\$0.00	\$0.00	\$0.00	0010321
204031	6/11/2010	\$244.70	(\$12.88)	\$257.58	\$0.00	\$0.00	\$0.00	\$0.00	0010321
7015	6/11/2010	\$229.30	\$0.00	\$229.30	\$0.00	\$0.00	\$0.00	\$0.00	0010321
7075	6/11/2010	\$193.96	\$0.00	\$193.96	\$0.00	\$0.00	\$0.00	\$0.00	0010321
		\$912.66	(\$25.76)	\$938.42	\$0.00	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2347 / [REDACTED]  
 In foreclosure.  
 2324 / [REDACTED]  
 In foreclosure.  
 206018 / [REDACTED]

REO. Property being marketed. Please send in your cash call money as requested in the letter. This money is to keep payments up on the Homeowners Association and Property Taxes. Clients may lose there standing with their investment amount if cash call is not sent in.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 03482  
 Statement Date: 6/10/2010  
 Page Number: 1

14308 - 148th Ave S.E.  
 Yelm WA 98597

Interest This Period: \$550.01  
 Interest Year To Date: \$3,603.01

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
205012		4.082	10.000	4/1/2006	01/01/2006	318.03	38,163.27
7057		7.693	11.000	6/1/2011	07/01/2010	91.67	10,000.51
7058		1.007	12.000	5/1/2011	02/01/2010	100.05	10,004.61
7075		7.874	11.000	5/1/2011	06/01/2010	458.34	50,001.17
7083		1.231	8.000	1/1/2013	06/01/2010	4.10	615.40
5						972.19	108,784.96

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION						
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER	
7057	6/10/2010	\$91.67	\$0.00	\$91.67	\$0.00	\$0.00	\$0.00	30141	
7075	6/10/2010	\$458.34	\$0.00	\$458.34	\$0.00	\$0.00	\$0.00	30141	
		\$550.01	\$0.00	\$550.01	\$0.00	\$0.00	\$0.00		

**LOAN NOTES**

205012  
 Approval has been received to accept auction bid. CMI proceeding with sale.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 03545  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$154.96  
 Interest Year To Date: \$613.36

12918 - 184th Dr. S.E.  
 Snohomish WA 98290

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT	NOTE	MATURITY	NEXT	REGULAR	LOAN
		OWNED	RATE	DATE	PAYMENT	PAYMENT	BALANCE
7071		3.297	11.000	4/1/2012	07/01/2010	67.82	7,398.02
7075		1.575	11.000	5/1/2011	07/01/2010	91.68	10,001.25
2						159.49	17,399.27

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7071	6/11/2010	\$63.28	\$0.00	\$63.28	\$0.00	\$0.00	\$0.00	0010323
7075	6/11/2010	\$91.68	\$0.00	\$91.68	\$0.00	\$0.00	\$0.00	0010323
		\$154.96	\$0.00	\$154.96	\$0.00	\$0.00	\$0.00	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc 1001 4th Ave. Suite 3313 Seattle, WA 98154 (206) 464-8770	ACCOUNT NO: 1249 Statement Date: 6/10/2010 Page Number: 1
[REDACTED] 16020 6th Ave. SW Burien WA 98166	Interest This Period: \$814.60 Interest Year To Date: \$4,384.85 Statement Period: 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
2108	[REDACTED]	.289	8.500	2/8/2003	08/01/2003	18.92	2,670.48
7074	[REDACTED]	12.590	11.000	11/1/2011	02/01/2010	317.36	34,621.40
7075	[REDACTED]	3.937	11.000	5/1/2011	07/01/2010	229.18	25,001.22
7079	[REDACTED]	5.600	11.500	7/1/2012	07/01/2010	335.42	35,000.00
7D90	[REDACTED]	6.993	12.000	4/1/2012	07/01/2010	250.00	25,000.33
5						1,150.88	122,293.43

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7079	6/11/2010	\$335.42	\$0.00	\$335.42	\$0.00	\$0.00	\$0.00	0010338
7075	6/11/2010	\$229.18	\$0.00	\$229.18	\$0.00	\$0.00	\$0.00	0010338
7090	6/11/2010	\$250.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	0010338
		\$814.60	\$0.00	\$814.60	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

2108 [REDACTED]  
 Counsel reviewing debtors assets to determine collection action.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 1718  
 Statement Date: 6/10/2010  
 Page Number: 1

2813 Road 44  
 Pasco WA 99301

Interest This Period: \$771.10  
 Interest Year To Date: \$4,572.85

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
205012		1.964	10.000	4/1/2006	01/01/2006	153.05	18,366.07
206012		3.401	11.000	4/1/2009	01/01/2008	229.17	25,000.00
206018		2.681	10.500	5/1/2009	07/01/2009	206.47	23,597.00
2108		.390	8.500	2/8/2003	08/01/2003	25.55	3,607.50
2286		1.207	10.000	8/1/2008	10/01/2007	125.73	15,087.50
2316		1.250	7.000	4/1/2010	10/01/2009	72.92	12,500.00
2324		.588	10.000	7/1/2009	05/01/2009	83.34	10,001.10
2328		2.290	11.000	9/1/2009	12/01/2009	229.18	25,001.34
7014		11.050	11.000	3/1/2013	07/01/2010	145.77	16,011.45
7015		1.213	11.000	4/1/2010	07/01/2010	183.47	20,014.50
44		3.810	12.000	11/1/2010	04/01/2010	200.03	20,002.50
7075		1.575	11.000	5/1/2011	07/01/2010	91.68	10,001.25
7083		.923	8.000	1/1/2013	06/01/2010	3.08	461.55
7090		3.357	12.000	4/1/2012	07/01/2010	120.00	12,000.20
14						1,870.43	211,651.96

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION						
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER	
7014	6/10/2010	\$146.77	\$0.00	\$146.77	\$0.00	\$0.00	\$0.00	30166	
7015	6/10/2010	\$183.47	\$0.00	\$183.47	\$0.00	\$0.00	\$0.00	30166	
7075	6/10/2010	\$91.68	\$0.00	\$91.68	\$0.00	\$0.00	\$0.00	30166	
2328	6/10/2010	\$229.18	\$0.00	\$229.18	\$0.00	\$0.00	\$0.00	30166	
7090	6/10/2010	\$120.00	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00	30166	
		\$771.10	\$0.00	\$771.10	\$0.00	\$0.00	\$0.00		

**LOAN NOTES**

205012 / [REDACTED]  
 Approval has been received to accept auction bid. CMI proceeding with sale.

2328 / [REDACTED]  
 Borrower working to bring account current.

2316 / [REDACTED]  
 Borrower working to bring account current.

2108 / [REDACTED]  
 unsl reviewing debtors assets to determine collection action.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 2239  
 Statement Date: 6/10/2010  
 Page Number: 1

4918 - 102nd Lane NE  
 Kirkland WA 98033

Interest This Period: \$3,342.72  
 Interest Year To Date: \$22,016.00

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
204031		7.233	10.000	8/1/2007	10/01/2008	331.51	39,781.50
204031		3.767	10.000	8/1/2007	10/01/2008	172.66	20,719.60
205012		7.837	10.000	4/1/2006	01/01/2006	610.62	73,274.42
205035		12.821	10.500	10/1/2007	08/01/2007	437.50	50,000.00
205048		100.000	12.000	1/1/2009	11/01/2007	700.00	70,000.00
206012		10.884	11.000	4/1/2009	01/01/2008	733.33	80,000.00
206018		8.523	10.500	5/1/2009	07/01/2009	656.25	75,000.00
2282		.966	10.000	12/1/2008	12/01/2007	250.02	30,001.80
2290		17.860	10.000	10/1/2008	11/01/2009	250.04	30,004.80
2292		9.678	10.000	8/1/2011	07/01/2010	250.02	30,001.80
2296		26.786	11.000	10/1/2008	11/01/2008	275.00	30,000.32
2304		5.218	11.000	11/1/2010	07/01/2010	275.03	30,003.50
2307		1.361	10.000	2/1/2010	02/01/2008	166.67	20,000.82
2316		5.000	7.000	4/1/2010	10/01/2009	291.67	50,000.00
2324		3.020	10.000	7/1/2009	05/01/2009	427.83	51,340.00
2340		3.760	7.000	1/1/2011	07/01/2009	291.71	50,008.00
2347		2.286	11.000	6/1/2010	12/01/2008	176.02	19,202.40
7012		4.770	10.000	5/1/2011	05/01/2010	252.42	30,290.77
7013		13.430	11.000	1/1/2010	04/01/2009	307.77	33,575.00
7015		4.270	11.000	4/1/2010	07/01/2010	645.84	70,455.00
7017		9.100	11.000	5/1/2010	09/01/2008	458.79	50,050.00
7018		12.500	11.000	3/1/2011	11/01/2009	320.83	35,000.00
7022		18.750	11.000	9/10/2008	07/01/2010	44.77	4,983.59
7039		9.091	11.000	8/30/2010	07/01/2010	229.17	25,000.25
7040A		8.330	5.250	5/24/2011	06/24/2010	109.38	25,000.10
7044		4.762	12.000	11/1/2010	04/01/2010	250.01	25,000.50
7075		3.937	11.000	5/1/2011	07/01/2010	229.18	25,001.22
7083		3.500	8.000	1/1/2013	06/01/2010	11.67	1,750.00
28						9,155.71	1,075,345.39

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		SERV FEES	INTEREST	DISTRIBUTION			
	DATE	AMOUNT			PRINCIPAL	CHARGES	OTHER	NUMBER
204031	6/11/2010	\$164.03	(\$8.63)	\$172.66	\$0.00	\$0.00	\$0.00	0010344
204031	6/11/2010	\$314.93	(\$16.58)	\$331.51	\$0.00	\$0.00	\$0.00	0010344
7022	6/11/2010	\$60.16	\$0.00	\$44.91	\$15.25	\$0.00	\$0.00	0010344
7039	6/11/2010	\$229.17	\$0.00	\$229.17	\$0.00	\$0.00	\$0.00	0010344
7040A	6/11/2010	\$157.78	\$0.00	\$157.78	\$0.00	\$0.00	\$0.00	0010344
7015	5/11/2010	\$645.84	\$0.00	\$645.84	\$0.00	\$0.00	\$0.00	0010344
204031	6/11/2010	\$164.03	(\$8.63)	\$172.66	\$0.00	\$0.00	\$0.00	0010344

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5109  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: 52,484.75  
 Interest Year To Date: \$14,491.97

104 BURNELL AVE. SOUTH #221  
 Renton WA 98057

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
2108		3.872	8.500	2/8/2003	08/01/2003	253.72	35,819.70
2292		16.130	10.000	8/1/2011	07/01/2010	416.69	50,003.00
2324		1.196	10.000	7/1/2009	05/01/2009	169.46	20,335.40
2340		2.256	7.000	1/1/2011	07/01/2009	175.03	30,004.80
2347		3.003	11.000	6/1/2010	12/01/2008	231.24	25,226.04
2348		20.000	11.500	12/1/2009	04/01/2010	335.42	35,000.00
7013		12.000	11.000	1/1/2010	04/01/2009	275.00	30,000.00
7015		1.516	11.000	4/1/2010	07/01/2010	229.30	25,014.00
7034		11.180	11.000	8/1/2010	07/01/2010	183.45	20,012.20
7039		14.549	11.000	8/30/2010	07/01/2010	366.75	40,008.65
7051		1.888	12.000	7/1/2010	07/01/2010	292.70	29,270.20
7058		2.516	12.000	5/1/2011	02/01/2010	250.04	25,004.07
7074		10.910	11.000	11/1/2011	02/01/2010	275.02	30,002.50
7075		4.725	11.000	5/1/2011	07/01/2010	275.01	30,001.21
14						3,228.82	425,701.77

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7051	6/11/2010	\$292.70	\$0.00	\$292.70	\$0.00	\$0.00	\$0.00	0010368
7039	6/11/2010	\$400.09	\$0.00	\$400.09	\$0.00	\$0.00	\$0.00	0010368
2348	6/11/2010	\$335.42	\$0.00	\$335.42	\$0.00	\$0.00	\$0.00	0010368
2348	6/11/2010	\$335.42	\$0.00	\$335.42	\$0.00	\$0.00	\$0.00	0010368
7015	6/11/2010	\$229.30	\$0.00	\$229.30	\$0.00	\$0.00	\$0.00	0010368
7034	6/11/2010	\$200.12	\$0.00	\$200.12	\$0.00	\$0.00	\$0.00	0010368
7075	6/11/2010	\$275.01	\$0.00	\$275.01	\$0.00	\$0.00	\$0.00	0010368
2292	6/11/2010	\$416.69	\$0.00	\$416.69	\$0.00	\$0.00	\$0.00	0010368
		\$2,484.75	\$0.00	\$2,484.75	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

7013	
Bankruptcy dismissed. Foreclosure process started.	
2324	
In foreclosure	
2340	
, foreclosure.	
2108	
Counsel reviewing debtors assets to determine collection action.	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5261  
 Statement Date: 6/10/2010  
 Page Number: 1

██████████  
 4422 Somerset Blvd. S.E,  
 Bellevue WA 98006

Interest This Period: \$412.51  
 Interest Year To Date: \$4,167.84

Statement Period: 6/11/2010-6/11/2010
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PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT	NOTE	MATURITY	NEXT	REGULAR	LOAN
		OWNED	RATE	DATE	PAYMENT	PAYMENT	BALANCE
7075	██████████	7.087	11.000	5/1/2011	07/01/2010	412.51	45,001.18
1						412.51	45,001.18

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7075	6/11/2010	\$412.51	\$0.00	\$412.51	\$0.00	\$0.00	\$0.00	0010377
		\$412.51	\$0.00	\$412.51	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

7037/ ██████████  
 In foreclosure. Borrower has property listed for sale.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc 1001 4th Ave. Suite 3313 Seattle, WA 98154 (206) 464-8770	ACCOUNT NO: 5427 Statement Date: 6/10/2010 Page Number: 1
[REDACTED] 29618 Marine View Drive S.W. Federal Way WA 98023	Interest This Period: \$841.68 Interest Year To Date: \$4,436.10
Statement Period: 6/11/2010-6/11/2010	

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
7075	[REDACTED]	7.874	11.000	5/1/2011	07/01/2010	458.34	50,001.17
7081	[REDACTED]	4.211	11.500	2/1/2012	07/01/2010	383.34	40,000.70
2						841.68	90,001.87

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7081	6/11/2010	\$383.34	\$0.00	\$383.34	\$0.00	\$0.00	\$0.00	0010387
7075	6/11/2010	\$458.34	\$0.00	\$458.34	\$0.00	\$0.00	\$0.00	0010387
		\$841.68	\$0.00	\$841.68	\$0.00	\$0.00	\$0.00	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc 1001 4th Ave. Suite 3313 Seattle, WA 98154 (206) 464-8770	ACCOUNT NO: 5574 Statement Date: 6/10/2010 Page Number: 1
[REDACTED] 4717 Bend Ct. NE Lacey WA 98516	Interest This Period: \$558.37 Interest Year To Date: \$3,418.07
Statement Period: 6/10/2010-6/10/2010	

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
2317	[REDACTED]	3.862	11.000	5/1/2009	07/01/2010	91.69	10,002.58
7042	[REDACTED]	6.522	7.826	10/1/2010	11/01/2009	97.83	15,000.60
7071	[REDACTED]	4.456	11.000	4/1/2012	07/01/2010	91.67	10,000.16
7074	[REDACTED]	7.454	11.000	11/1/2011	02/01/2010	187.91	20,499.05
7075	[REDACTED]	3.150	11.000	5/1/2011	07/01/2010	183.34	20,001.23
7079	[REDACTED]	1.600	11.500	7/1/2012	07/01/2010	95.83	10,000.00
7081	[REDACTED]	1.053	11.500	2/1/2012	07/01/2010	95.84	10,000.65
7						844.11	95,504.27

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK			DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER	
7081	6/10/2010	\$95.84	\$0.00	\$95.84	\$0.00	\$0.00	\$0.00	30308	
7079	6/10/2010	\$95.83	\$0.00	\$95.83	\$0.00	\$0.00	\$0.00	30308	
7071	6/10/2010	\$91.67	\$0.00	\$91.67	\$0.00	\$0.00	\$0.00	30308	
2317	6/10/2010	\$91.69	\$0.00	\$91.69	\$0.00	\$0.00	\$0.00	30308	
7075	6/10/2010	\$183.34	\$0.00	\$183.34	\$0.00	\$0.00	\$0.00	30308	
		\$558.37	\$0.00	\$558.37	\$0.00	\$0.00	\$0.00		

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5615  
 Statement Date: 6/10/2010  
 Page Number: 1

██████████  
 2442 - 209th Place NE  
 Sammamish WA 98074

Interest This Period: \$143.76  
 Interest Year To Date: \$1,223.11

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
7051	██████████	.323	12.000	7/1/2010	07/01/2010	50.00	5,000.30
7075	██████████	.788	11.000	5/1/2011	07/01/2010	45.84	5,001.26
7081	██████████	.526	11.500	2/1/2012	07/01/2010	47.92	5,000.80
3						143.77	15,002.36

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7081	6/11/2010	\$47.92	\$0.00	\$47.92	\$0.00	\$0.00	\$0.00	0010402
51	6/11/2010	\$50.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	0010402
7075	6/11/2010	\$45.84	\$0.00	\$45.84	\$0.00	\$0.00	\$0.00	0010402
		\$143.76	\$0.00	\$143.76	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

7037 / ██████████  
 In foreclosure. Borrower has property listed for sale.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5618  
 Statement Date: 6/10/2010  
 Page Number: 1

9808 SR 162  
 Puyallup WA 98374

Interest This Period: \$758.34  
 Interest Year To Date: \$3,767.62

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT	NOTE	MATURITY	NEXT	REGULAR	LOAN
		OWNED	RATE	DATE	PAYMENT	PAYMENT	BALANCE
7044	[REDACTED]	1.905	12.000	11/1/2010	04/01/2010	100.00	10,000.20
7058		1.007	12.000	5/1/2011	02/01/2010	100.05	10,004.61
7071		8.913	11.000	4/1/2012	07/01/2010	183.33	20,000.10
7074		7.273	11.000	11/1/2011	02/01/2010	183.34	20,000.20
7075		3.150	11.000	5/1/2011	07/01/2010	183.34	20,001.23
7081		2.105	11.500	2/1/2012	07/01/2010	191.67	20,000.35
7090		5.595	12.000	4/1/2012	07/01/2010	200.00	20,000.34
7						1,141.74	120,007.03

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7081	6/10/2010	\$191.67	\$0.00	\$191.67	\$0.00	\$0.00	\$0.00	30314
7071	6/10/2010	\$183.33	\$0.00	\$183.33	\$0.00	\$0.00	\$0.00	30314
7075	6/10/2010	\$183.34	\$0.00	\$183.34	\$0.00	\$0.00	\$0.00	30314
7090	6/10/2010	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	30314
		\$758.34	\$0.00	\$758.34	\$0.00	\$0.00	\$0.00	

**LOAN NOTES**

7044 [REDACTED]  
 Default letter sent.

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5620  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$191.69  
 Interest Year To Date: \$1,150.14

3017 - 187th Pl. SE  
 Bothell WA 98012

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
7051	[REDACTED]	.645	12.000	7/1/2010	07/01/2010	100.01	10,000.60
7075		1.575	11.000	5/1/2011	07/01/2010	91.68	10,001.25
2						191.68	20,001.85

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7051	6/11/2010	\$100.01	\$0.00	\$100.01	\$0.00	\$0.00	\$0.00	0010404
7075	6/11/2010	\$91.68	\$0.00	\$91.68	\$0.00	\$0.00	\$0.00	0010404
		\$191.69	\$0.00	\$191.69	\$0.00	\$0.00	\$0.00	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc 1001 4th Ave. Suite 3313 Seattle, WA 98154 (206) 464-8770	ACCOUNT NO: 5624 Statement Date: 6/10/2010 Page Number: 1  Interest This Period: \$143.76 Interest Year To Date: \$832.24  Statement Period: 6/11/2010-6/11/2010
[REDACTED] 2442 - 209th Place NE Sammamish WA 98074	

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
7051	[REDACTED]	.323	12.000	7/1/2010	07/01/2010	50.00	5,000.30
7075	[REDACTED]	.788	11.000	5/1/2011	07/01/2010	45.84	5,001.26
7079	[REDACTED]	.800	11.500	7/1/2012	07/01/2010	47.92	5,000.00
3						143.76	15,001.56

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7079	6/11/2010	\$47.92	\$0.00	\$47.92	\$0.00	\$0.00	\$0.00	0010406
151	6/11/2010	\$50.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	0010406
7075	6/11/2010	\$45.84	\$0.00	\$45.84	\$0.00	\$0.00	\$0.00	0010406
		\$143.76	\$0.00	\$143.76	\$0.00	\$0.00	\$0.00	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5630  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$8,879.96  
 Interest Year To Date: \$53,148.24

[REDACTED]  
 C/O FRIEDLAND  
 4015 West Lake Sammamish Pkwy SE  
 Bellevue WA 98008

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
204031-		2.273	10.000	8/1/2007	10/01/2008	104.17	12,500.13
205059		50.000	8.000	3/1/2011	07/01/2010	564.67	84,700.00
2287		49.959	12.000	4/1/2012	05/01/2010	1,472.57	147,256.93
2328		6.868	11.000	9/1/2009	12/01/2009	687.51	75,001.29
2332		43.842	10.000	10/1/2009	05/01/2010	741.66	88,999.26
2340		3.760	7.000	1/1/2011	07/01/2009	291.67	50,001.35
2344		21.555	11.000	3/1/2013	07/01/2010	212.57	23,188.95
2349		11.327	11.000	1/1/2010	07/01/2010	231.53	25,258.10
7012		3.937	10.000	5/1/2011	05/01/2010	208.35	25,002.49
'4		17.255	11.000	3/1/2013	07/01/2010	229.19	25,002.50
'5		4.550	11.000	4/1/2010	07/01/2010	688.19	75,075.00
7018		20.360	11.000	3/1/2011	11/01/2009	522.57	57,008.00
7023		50.000	11.000	5/1/2010	07/01/2010	2,039.58	222,500.00
7039		9.093	11.000	8/30/2010	07/01/2010	229.21	25,005.20
7040A		8.330	5.250	5/24/2011	06/24/2010	109.38	25,000.10
7049		28.571	11.000	1/1/2011	07/01/2010	458.33	50,000.12
7060		36.110	12.000	5/1/2011	01/01/2010	1,000.25	100,024.70
7071		13.369	11.000	4/1/2012	07/01/2010	275.00	30,000.04
7074		9.991	11.000	11/1/2011	02/01/2010	229.17	25,000.25
7075		3.937	11.000	5/1/2011	07/01/2010	229.18	25,001.22
7079		4.000	11.500	7/1/2012	07/01/2010	239.58	25,000.00
21						10,764.34	1,216,525.62

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION						
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER	
2287	6/10/2010	\$1,473.78	\$0.00	\$1,473.78	\$0.00	\$0.00	\$0.00	30320	
2328	6/10/2010	\$687.51	\$0.00	\$687.51	\$0.00	\$0.00	\$0.00	30320	
2332	6/10/2010	\$741.66	\$0.00	\$741.66	\$0.00	\$0.00	\$0.00	30320	
2349	6/10/2010	\$231.53	\$0.00	\$231.53	\$0.00	\$0.00	\$0.00	30320	
7075	6/10/2010	\$229.18	\$0.00	\$229.18	\$0.00	\$0.00	\$0.00	30320	
7049	6/10/2010	\$458.33	\$0.00	\$458.33	\$0.00	\$0.00	\$0.00	30320	
7023	6/10/2010	\$2,039.58	\$0.00	\$2,039.58	\$0.00	\$0.00	\$0.00	30320	
7012	6/10/2010	\$208.35	\$0.00	\$208.35	\$0.00	\$0.00	\$0.00	30320	
7040A	6/10/2010	\$157.78	\$0.00	\$157.78	\$0.00	\$0.00	\$0.00	30320	
204031	6/10/2010	\$98.96	(\$5.21)	\$104.17	\$0.00	\$0.00	\$0.00	30320	
'15	6/10/2010	\$688.19	\$0.00	\$688.19	\$0.00	\$0.00	\$0.00	30320	
J39	6/10/2010	\$229.21	\$0.00	\$229.21	\$0.00	\$0.00	\$0.00	30320	
2344	6/10/2010	\$820.82	\$0.00	\$218.09	\$602.73	\$0.00	\$0.00	30320	
7071	6/10/2010	\$275.00	\$0.00	\$275.00	\$0.00	\$0.00	\$0.00	30320	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5631  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$8,834.16  
 Interest Year To Date: \$53,035.34

P.O. Box 840  
 Lopez Island WA 98261

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	ECT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
204031		2.273	10.000	8/1/2007	10/01/2008	104.17	12,500.12
205059		50.000	8.000	3/1/2011	07/01/2010	564.67	84,700.00
2267		49.959	12.000	4/1/2012	05/01/2010	1,472.57	147,256.94
2328		6.868	11.000	9/1/2009	12/01/2009	687.51	75,001.29
2332		43.842	10.000	10/1/2009	05/01/2010	741.66	88,999.26
2340		3.760	7.000	1/1/2011	07/01/2009	291.67	50,001.35
2344		21.555	11.000	3/1/2013	07/01/2010	212.57	23,188.95
2349		11.326	11.000	1/1/2010	07/01/2010	231.53	25,258.09
7012		3.937	10.000	5/1/2011	05/01/2010	208.35	25,002.49
7014		17.255	11.000	3/1/2013	07/01/2010	229.19	25,002.49
15		4.550	11.000	4/1/2010	07/01/2010	688.19	75,075.00
7018		20.360	11.000	3/1/2011	11/01/2009	522.57	57,008.00
7023		50.000	11.000	5/1/2010	07/01/2010	2,039.58	222,500.00
7039		9.093	11.000	8/30/2010	07/01/2010	229.21	25,005.20
7040A		8.330	5.250	5/24/2011	06/24/2010	109.38	25,000.10
7049		28.572	11.000	1/1/2011	07/01/2010	458.33	50,000.13
7060		36.110	12.000	5/1/2011	01/01/2010	1,000.25	100,024.70
7071		11.141	11.000	4/1/2012	07/01/2010	229.17	25,000.40
7074		9.091	11.000	11/1/2011	02/01/2010	229.17	25,000.25
7075		3.937	11.000	5/1/2011	07/01/2010	229.18	25,001.22
7079		4.000	11.500	7/1/2012	07/01/2010	239.58	25,000.00
21						10,718.51	1,211,525.97

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
2287	6/10/2010	\$1,473.79	\$0.00	\$1,473.79	\$0.00	\$0.00	\$0.00	30321
2328	6/10/2010	\$687.51	\$0.00	\$687.51	\$0.00	\$0.00	\$0.00	30321
2332	6/10/2010	\$741.66	\$0.00	\$741.66	\$0.00	\$0.00	\$0.00	30321
2349	6/10/2010	\$231.53	\$0.00	\$231.53	\$0.00	\$0.00	\$0.00	30321
7075	6/10/2010	\$229.18	\$0.00	\$229.18	\$0.00	\$0.00	\$0.00	30321
7049	6/10/2010	\$458.33	\$0.00	\$458.33	\$0.00	\$0.00	\$0.00	30321
7023	6/10/2010	\$2,039.59	\$0.00	\$2,039.59	\$0.00	\$0.00	\$0.00	30321
7012	6/10/2010	\$208.35	\$0.00	\$208.35	\$0.00	\$0.00	\$0.00	30321
7040A	6/10/2010	\$157.78	\$0.00	\$157.78	\$0.00	\$0.00	\$0.00	30321
204031	6/10/2010	\$98.96	(\$5.21)	\$104.17	\$0.00	\$0.00	\$0.00	30321
7015	6/10/2010	\$688.19	\$0.00	\$688.19	\$0.00	\$0.00	\$0.00	30321
39	6/10/2010	\$229.21	\$0.00	\$229.21	\$0.00	\$0.00	\$0.00	30321
2344	6/10/2010	\$820.82	\$0.00	\$218.09	\$602.73	\$0.00	\$0.00	30321
7071	6/10/2010	\$229.17	\$0.00	\$229.17	\$0.00	\$0.00	\$0.00	30321

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5645  
 Statement Date: 6/10/2010  
 Page Number: 1

5303 - 157th PL S.W.  
 Edmonds WA 98026

Interest This Period: \$558.34  
 Interest Year To Date: \$2,318.12

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT	NOTE	MATURITY	NEXT	REGULAR	LOAN
		OWNED	RATE	DATE	PAYMENT	PAYMENT	BALANCE
7071		8.913	11.000	4/1/2012	07/01/2010	183.33	20,000.10
7075		3.150	11.000	5/1/2011	07/01/2010	183.34	20,001.23
7079		3.200	11.500	7/1/2012	07/01/2010	191.67	20,000.00
3						558.35	60,001.33

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7079	6/11/2010	\$191.67	\$0.00	\$191.67	\$0.00	\$0.00	\$0.00	0010411
71	6/11/2010	\$183.33	\$0.00	\$183.33	\$0.00	\$0.00	\$0.00	0010411
7075	6/11/2010	\$183.34	\$0.00	\$183.34	\$0.00	\$0.00	\$0.00	0010411
		\$558.34	\$0.00	\$558.34	\$0.00	\$0.00	\$0.00	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5648  
 Statement Date: 6/10/2010  
 Page Number: 1

Interest This Period: \$91.68  
 Interest Year To Date: \$550.08

4800 - 91st Ave. S.E.  
 Mercer Island WA 98040

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
7075		1.575	11.000	5/1/2011	07/01/2010	91.68	10,001.25
1						91.68	10,001.25

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		SERV FEES	INTEREST	DISTRIBUTION			
	DATE	AMOUNT			PRINCIPAL	CHARGES	OTHER	NUMBER
7075	6/10/2010	\$91.68	\$0.00	\$91.68	\$0.00	\$0.00	\$0.00	30325
		\$91.68	\$0.00	\$91.68	\$0.00	\$0.00	\$0.00	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5649  
 Statement Date: 6/10/2010  
 Page Number: 1

██████████  
 38205 S.E. 70th St.  
 Washougal WA 98671

Interest This Period: \$375.01  
 Interest Year To Date: \$2,010.55

Statement Period:  
 6/11/2010-6/11/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN
							BALANCE
7075	██████████	3.150	11.000	5/1/2011	07/01/2010	183.34	20,001.23
7079	██████████	1.600	11.500	7/1/2012	07/01/2010	95.83	10,000.00
7081	██████████	1.053	11.500	2/1/2012	07/01/2010	95.84	10,000.65
3						375.02	40,001.88

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7081	6/11/2010	\$95.84	\$0.00	\$95.84	\$0.00	\$0.00	\$0.00	0010414
79	6/11/2010	\$95.83	\$0.00	\$95.83	\$0.00	\$0.00	\$0.00	0010414
7075	6/11/2010	\$183.34	\$0.00	\$183.34	\$0.00	\$0.00	\$0.00	0010414
		\$375.01	\$0.00	\$375.01	\$0.00	\$0.00	\$0.00	

**LENDER STATEMENT OF ACCOUNT**

Chesterfield Mortgage Investors, Inc  
 1001 4th Ave. Suite 3313  
 Seattle, WA 98154  
 (206) 464-8770

ACCOUNT NO: 5651  
 Statement Date: 6/10/2010  
 Page Number: 1

3114 - 273rd Ave. S.E.  
 Issaquah WA 98029-9120

Interest This Period: \$1,000.13  
 Interest Year To Date: \$6,000.78

Statement Period:  
 6/10/2010-6/10/2010

PLEASE ADVISE US IMMEDIATELY OF ANY DISCREPANCIES IN THE TRANSACTIONS OF INVESTMENT ACTIVITY ON YOUR STATEMENT OF ACCOUNT OR IF YOU CONTEMPLATE CHANGING YOUR ADDRESS. WE URGE YOU TO KEEP THIS STATEMENT WITH YOUR INVESTMENT RECORDS.

**INVESTMENT PORTFOLIO**

LOAN ACCOUNT	BORROWER	PCT OWNED	NOTE RATE	MATURITY DATE	NEXT PAYMENT	REGULAR PAYMENT	LOAN BALANCE
7075		15.750	11.000	5/1/2011	07/01/2010	916.78	100,012.50
1						916.78	100,012.50

**CURRENT CHECK ACTIVITY**

Loan Account	CHECK		DISTRIBUTION					
	DATE	AMOUNT	SERV FEES	INTEREST	PRINCIPAL	CHARGES	OTHER	NUMBER
7075	6/10/2010	\$1,000.13	\$0.00	\$1,000.13	\$0.00	\$0.00	\$0.00	30326
		\$1,000.13	\$0.00	\$1,000.13	\$0.00	\$0.00	\$0.00	