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Case No. 52934-3-II

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**IN THE COURT OF APPEALS**  
**OF THE STATE OF WASHINGTON**  
**DIVISION TWO**

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**VERISTONE FUND I, LLC**

Appellant,

v.

**MARY-ANN KERRIGAN**

Respondent

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**OPENING BRIEF OF APPELLANT**  
**VERISTONE FUND I, LLC**

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## **I. SUMMARY OF ARGUMENT**

In November 2016, Appellant Veristone Fund I, LLC (“Veristone”) fully funded the purchase of foreclosed real property at a sheriff’s sale on behalf of Defendant Craig Campbell. In January 2017, Campbell executed a promissory note to repay Veristone as part of the transaction, and secured its repayment with a deed of trust.

Under case law, the unequal contribution to its purchase price at the sheriff’s sale created a legal presumption that Veristone and Campbell intended to share ownership proportionately to that price. Because Veristone contributed one-hundred percent of the purchase, Campbell did not possess any right, title, or interest in the property.

On May 8, 2017, Respondent Kerrigan recorded a deed of trust against the property based on a loan she made to Campbell alone. Veristone was not involved with Kerrigan’s loan to Campbell and did not consent to this lien. As such, Kerrigan merely “encumbered” Campbell’s zero-percent interest in the property, which remained inchoate until recording of the sheriff’s deed.

On May 10, 2017, the sheriff’s deed vested legal title to Veristone and Campbell – still with zero and one-hundred percent ownership interests, respectively. On May 12, 2017, Veristone quitclaimed its *unencumbered* title interest to Campbell, and immediately recorded the

deed of trust executed in January 2017 against the property to secure repayment of its loan to Campbell. This recording encumbered the entire, undivided ownership interest Campbell held at that time.

On May 15, 2017, Kerrigan then re-recorded her deed of trust. However, this instrument became junior to Veristone's encumbrance of Campbell's complete ownership interest at that time.

Campbell defaulted on repaying Veristone, and on March 30, 2018, Veristone foreclosed and purchased the property at auction. This foreclosure extinguished Kerrigan's claimed lien – although she can still pursue collection of the underlying debt from Campbell.

Although one Superior Court judge entered a default order finding Campbell had no interest in the property to encumber after the sheriff's sale, a different Superior Court judge later granted summary judgment to Kerrigan and against Veristone. This order resulted in Kerrigan's lien attaining priority and clouding Veristone's title to the property.

However, this latter ruling was erroneous because Veristone's May 12, 2017 deed of trust should be a senior encumbrance to Kerrigan's May 15, 2017 deed of trust. Accordingly, this Court should reverse and remand for entry of summary judgment in favor of Veristone.

## **II. STATEMENT OF THE CASE**

### **A. Veristone Assists Campbell With Buying Real Property at a Sheriff's Sale.**

On November 18, 2016, a sheriff's sale of real property commonly known as 1410 Delaware Avenue, Centralia, WA 98531 (the "Property") took place. CP 126. Veristone entered into an agreement with Campbell to be joint bidders at the sale, but Veristone funded the entire purchase price of \$36,813.61. CP 121, ¶ 6; CP 126, CP 129. On November 21, 2016, a Certificate of Sale for the Property was issued. CP 125-127.

Pursuant to the agreement between Veristone and Campbell, on January 9, 2017, Campbell executed a \$32,965.09 promissory note in favor of Veristone (the "Veristone Note") and secured its repayment with a deed of trust against the Property (the "Veristone Deed of Trust"). CP 131-133 (Veristone Note), 135-138 (Veristone Deed of Trust).

On January 23, 2017, the Court entered an order confirming the sheriff's sale. *Veristone Fund I, LLC v. Kerrigan et al.*, Case No. 14-2-00957-5 (Lewis Cnty. Supr. Ct.).

### **B. Campbell Breaches His Loan Agreement With Veristone and Borrows Money From Kerrigan Before Acquiring Title to the Property.**

A condition of the Veristone Note was that Campbell agreed to not encumber, pledge, mortgage, hypothecate, place any lien, charge or claim

upon, or otherwise give as security any interest in the Property without Veristone's consent. CP 133, ¶ 10.

Nonetheless, without Veristone's knowledge or consent, on March 28, 2017, Campbell executed a promissory note in favor of Kerrigan in the amount of \$25,000.00 and secured its repayment with another deed of trust (the "Kerrigan Deed of Trust"). CP 140-142 (Kerrigan Note), 144-148 (Kerrigan Deed of Trust).

On April 6, 2017, the Lewis County Sheriff filed a Return on Order of Sale with the Superior Court. *Veristone Fund I, LLC v. Kerrigan et al.*, Case No. 14-2-00957-5 (Lewis Cnty. Supr. Ct.).

On May 8, 2017, the Kerrigan Deed of Trust was recorded with the Lewis County Auditor, purporting to secure the repayment of only \$20,000.00. CP 144. Since Kerrigan acted before recording of the Sheriff's Deed, record title to the Property by virtue of the sheriff's sale was still inchoate; rather, title was vested to the Estate of Richard E. Coats, the prior owner. CP 125-127 (Certificate of Sale); Ex. 150-151 (Sheriff's Deed).

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**C. The Sheriff's Deed to the Property Issues and the Veristone Deed of Trust is Recorded.**

On May 10, 2017, a Sheriff's Deed to the Property in favor of both Veristone and Campbell was recorded with the Lewis County Auditor. CP 150-151.

On May 12, 2017, Quit Claim Deeds conveying the Property to solely Campbell were recorded with the Lewis County Auditor. CP 153-156.

Also on May 12, 2017, the Veristone Deed of Trust was then recorded with the Lewis County Auditor. CP 135-138.

On May 15, 2017, the Kerrigan Deed of Trust was re-recorded against the Property. CP 144-148.

**D. Veristone Files Suit and Forecloses Its Deed of Trust.**

On November 22, 2017, a Notice of Trustee's Sale to foreclose the Veristone Deed of Trust was recorded with respect to the Property, scheduling a sale date of March 30, 2018. CP 158-160.

On November 27, 2017, Veristone filed suit for Declaratory Judgment and Quiet Title. CP 3.

On or about November 30, 2017, Veristone attempted service of process on Kerrigan, but was unsuccessful because her last-known address was a UPS store. CP 50, ¶ 9; CP 75; *see also* CP 54 (order granting

motion to compel against Kerrigan in the United States District Court, where the Court took note of Kerrigan's stated address).

On or about December 2, 2017, Veristone attempted service of process on Campbell, but he could not be located. CP 50, ¶ 11; CP 77.

On January 11, 2018, Veristone's counsel e-mailed Kerrigan's counsel to inquire about the acceptance of service on her behalf, but that request was declined. CP 50-51, ¶ 13; CP 79 (letter from Kerrigan's counsel recommending service by alternative means).

On or about January 19, 2018, Veristone attempted service of process on Campbell at a different address, but Campbell was not present. CP 51, ¶ 14; CP 81.

On February 13, 2018, the Superior Court approved alternative service by publication on Campbell because he could not be personally served. CP 82-83. The Superior Court further approved service by mail on Kerrigan. *Id.*

On February 23, 2018, service on Kerrigan by mail was effectuated. CP 84-85.

On March 30, 2018, the Property was sold at auction to Veristone for \$43,228.92. CP 162-164 (Trustee's Deed Upon Sale). Kerrigan did not seek to restrain this sale from occurring.

On May 11, 2018, the Superior Court entered an Order of Default

and Default Judgment against Campbell. CP 98-100 (Lawler, J.).<sup>1</sup> The Order found that Campbell did not possess legal title to the Property on May 8, 2017 and could not lawfully encumber it. *Id.*

On June 27, 2018, Kerrigan answered Veristone's Complaint and ostensibly lodged a counterclaim seeking declaratory relief with respect to the Kerrigan Deed of Trust. CP 101-104.

On or about September 5, 2018, Veristone moved for summary judgment. CP 111-119. On or about September 25, 2018, Kerrigan responded to Veristone's motion; in that same brief, Kerrigan cross-moved for summary judgment. CP 165-173.

On November 2, 2018, the Superior Court denied Veristone's summary judgment motion, and instead granted the same to Kerrigan. CP 186-187 (Toynbee, J). This appeal followed. CP 188.

### **III. ASSIGNMENT OF ERROR**

1. Based on the undisputed facts, the Superior Court erred in denying summary judgment to Veristone and instead granting summary judgment to Kerrigan, thereby awarding her a superior security interest encumbering the Property.

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<sup>1</sup> The default and its findings as to Campbell is not part of this appeal.

#### **IV. ARGUMENT**

##### **A. Standard of Review.**

An order granting summary judgment is reviewed *de novo*, with the Court of Appeals engaging “in the same inquiry as the trial court.” *Beaupre v. Pierce Cnty.*, 161 Wn.2d 568, 571, 166 P.3d 712 (2007).

Summary judgment is only proper if the pleadings, depositions, answers to discovery, together with affidavits, show no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *See* CR 56(c); *see also Knox v. Microsoft Corp.*, 92 Wn. App. 204, 962 P.2d 839 (1998), *review denied*, 137 Wn.2d 1022, 980 P.2d 1280 (1999); *Vacova Co. v. Farrell*, 62 Wn. App. 386, 814 P.2d 255 (1991).

Summary judgment is appropriate if, after considering the evidence, reasonable persons could reach only one conclusion. *See Hansen v. Friend*, 118 Wn.2d 476, 824 P.2d 483 (1992); *see also Young v. Key Pharm., Inc.*, 112 Wn.2d 216, 770 P.2d 182 (1989) (if the moving party demonstrates that an issue of material fact is absent, then the non-moving party must articulate specific facts establishing a genuine issue). When both parties file cross motions for summary judgment, they “concede there were no material issues of fact.” *Pleasant v. Regence BlueShield*, 181 Wn. App. 252, 261, 325 P.3d 237 (2014).

Here, the facts were not in dispute. Contrary to the ruling below, the application of established case law to those facts plainly supports Veristone's position.

**B. When Kerrigan's Deed of Trust was Originally Recorded to Secure Repayment of Campbell's Loan, Campbell Did Not Possess Any Title Interest to Encumber.**

**1. Veristone and Campbell Only Held Inchoate Interests Until the Sheriff's Deed Became Effective.**

After a sheriff's sale, a certificate of sale is prepared and delivered to the Court Clerk, who holds it for delivery to the purchaser after the sale is confirmed. RCW 6.21.100(2); *see also* RCW 6.21.110(2) (there is a statutory 20-day post-sale waiting period prior to confirmation); 28 Wash. Prac., Creditors' Remedies - Debtors' Relief § 7.60.

A certificate of sale by itself does not pass title. 2 Wash. State Bar Ass'n, Washington Real Property Deskbook § 20.14(8)(c) (4th ed. 2009); *see also Performance Constr., LLC v. Glenn*, 195 Wn. App. 406, 416, 380 P.3d 618 (2016) ("A sheriff's certificate of purchase does not pass title, but is only evidence of an inchoate interest which may or may not ripen into title."); *Fid. Mut. Sav. Bank v. Mark*, 112 Wn.2d 47, 53, 767 P.2d 1382 (1989) ("Title to real property can only be conveyed by a valid, acknowledged deed and the conveyance must be recorded in the county

where the property is situated.”); *Singly v. Warren*, 18 Wash. 434, 445, 51 P. 1066 (1898) (“While the purchaser at a judicial sale may be entitled to the immediate possession, and the rents and profits, of the premises, he cannot be said to hold the title until he receives a deed in pursuance of the sale.”).

The sheriff’s sale also creates a redemption period for the judgment debtor-mortgagor. *See, e.g., City of Tacoma v. Perkins*, 42 Wn.2d 80, 85, 253 P.2d 957 (1953); RCW Ch. 6.23 *et seq.* With abandoned properties, however, there is no redemption period, and a purchaser may receive a sheriff’s deed immediately upon sale confirmation. *See* RCW 6.21.120; RCW 61.12.093.

Nonetheless, before a sheriff’s deed is finally issued to the sale purchaser, the debtor-mortgagor still “retains legal title to the property.” *Glenn, supra.* at 416; *see also Gray v. C.A. Harris & Son*, 200 Wash. 181, 187, 93 P.2d 385 (1939) (analyzing legal title after a sheriff’s sale; “the only rights given by the statute to such a purchaser are to protect, care for and, in a proper case, operate the property, during the period of redemption....”); *Cochran v. Cochran*, 114 Wash. 499, 503-04, 195 P. 224 (1921) (“the mortgagor is not by such sale divested of his title to the land prior to the expiration of the redemption period, and can even then be divested of his title only upon his failure to redeem during that period.”).

Therefore, as purchasers of the Property, the interests of Veristone and Campbell were strictly inchoate between the November 18, 2016 sale and issuance of the Sheriff's Deed on May 10, 2017. *Glenn, supra.* at 418-419 ("Title is not absolute, because the interest of a sheriff's sale purchaser is subject to the right of redemption. This interest gives the purchaser the right to a sheriff's deed only when redemption rights are extinguished.") (Citations omitted).<sup>2</sup>

The next inquiry is what, if any, inchoate interests Veristone and Campbell respectively possessed at the time of Kerrigan's purported May 8, 2017 encumbrance.

**2. Veristone Funded the Full Property Purchase Price, and Acquired One-Hundred Percent of the Inchoate Ownership Share.**

When there are co-owners of real property, "and the instrument by which the property was acquired is silent as to the respective interests of the co-owners, it is presumed that they share equally." *Cummings v. Anderson*, 94 Wn.2d 135, 140, 614 P.2d 1283 (1980).

But when it can be shown that co-owners "contributed unequally to the purchase price, a presumption arises that they intended to share the

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<sup>2</sup> Although the Property was abandoned and had no redemption period, legal title remained vested in the Estate of Richard E. Coats during this time until the Sheriff's Deed became effective and extinguished the redemption right. *See* CP 125-127 (Certificate of Sale); Ex. 150-151 (Sheriff's Deed).

property proportionately to the purchase price.” *Id.*; *see also Iredell v. Iredell*, 49 Wn.2d 627, 631, 305 P.2d 805 (1957) (“[w]hen in rebuttal the purchasers of property are shown to have contributed unequally to the purchase price, the general rule is that a presumption arises that they intended to share the property in proportion to the amount contributed by each.”); *Bishop v. Lynch*, 8 Wash. 2d 278, 292, 111 P.2d 996 (1941) (“Where one cotenant has paid more than his proportion of the purchase price of the land, he is entitled on partition to an accounting thereof.”); 17 Wash. Prac., Real Estate § 1.28 (“Washington has held that unequal contribution of purchase price creates a presumption of intent to own shares proportional to each one’s contribution.”).<sup>3</sup>

To allow otherwise would permit a minor contributor to “take inequitable advantage of another’s investment.” *Id.* at 142; *see also Sofie v. Kane*, 32 Wn. App. 889, 895, 650 P.2d 1124 (1982) (“A grantor of property can convey no greater title or interest than the grantor has in the property.”); *Tungsten Prod. v. Kimmel*, 5 Wn.2d 572, 575, 105 P.2d 822 (1940) (“It is well settled that one co-tenant cannot do anything with

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<sup>3</sup> Co-ownership principles do not require residence in a property, as they apply to both corporations and individuals. *See, e.g., Silver Surprise, Inc. v. Sunshine Mining Co.*, 88 Wn.2d 64, 558 P.2d 186 (1977) (mining companies jointly owned property); *In re Babian*, 2013 WL 646386 (B.A.P. 9th Cir. Jan. 4, 2013) (four co-owners purchased investment property to build condominiums, each with a 25 percent share).

respect to the common property binding upon his co-tenants unless they may have authorized or ratified his act.”).

It is an undisputed fact that Veristone paid *all* \$36,813.61 to purchase the Property at the sheriff’s sale. CP 129 (receipt), CP 150-151 (Sheriff’s Deed). Although Campbell was considered a co-owner for title purposes, he contributed nothing toward the sale price. CP 121, ¶ 6.

Consequently, Campbell’s inchoate share in the Property between the November 18, 2016 sale and issuance of the Sheriff’s Deed on May 10, 2017 was legally *zero percent* and he did not have an interest for the Kerrigan Deed of Trust to encumber. *See Boyer v. Robinson*, 26 Wash. 117, 66 P. 119 (1901) (creditor cannot acquire right to property when debtor holds only a nominal interest).<sup>4</sup>

Indeed, Kerrigan could not encumber Veristone’s one-hundred percent inchoate interest since Veristone was not a party to the transaction between Kerrigan and Campbell, did not ask for or receive the benefit of funds Kerrigan loaned to Campbell, and did not owe an obligation to Kerrigan which would entitle her to encumber its interest in the Property.

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<sup>4</sup> The Kerrigan Deed of Trust may not have been a valid encumbrance at all, given the erroneous amount of the debt obligation referenced therein. CP 144 (original Kerrigan Deed of Trust recorded May 8, 2017); *see also* CP 140 (Kerrigan Note for \$25,000.00 loan to Campbell). *Accord Walker v. Transamerica Title Ins. Co.*, 65 Wn. App. 399, 408, 828 P.2d 621 (1992) (defective deed resulted in void lien).

*Accord Jordan v. Nationstar Mortg., LLC*, 185 Wn.2d 876, 885, 374 P.3d 1195 (2016) (discussing Washington’s lien theory of mortgages).

The next inquiry concerns the effect of the Sheriff’s Deed and subsequent liens on the Property.

**C. Once the Sheriff’s Deed Became Effective, Veristone Conveyed Its Unencumbered One-Hundred Percent Title Interest to Campbell and Then Recorded a Lien on that Interest.**

The sheriff’s deed is “valid and effectual to convey to the grantee the lands or premises so sold.” *Id.*; see also 18 Wash. Prac., Real Estate § 19.15 (“For all intents and purposes, once the sheriff’s deed has been delivered to the purchaser, the mortgage foreclosure process has been completed. The purchaser may now convey the property free and clear of any redemption rights or otherwise deal with it as any owner would.”).

Thus, recordation of the Sheriff’s Deed on May 10, 2017 caused the parties’ respective inchoate interests to ripen. At that time, legal title to the Property passed to Veristone and Campbell – with the former holding a one-hundred percent ownership interest, and the latter holding a zero-percent ownership interest but appearing on title in name only.

The Kerrigan Deed of Trust could *only* attach to that (zero percent) interest which Campbell possessed, and nothing more. As the State Supreme Court recognized in *Occidental Life Ins. Co. v. May*:

[a] mortgage intended to cover after-acquired property can only attach itself to such property in the condition in which it comes into the mortgagor's hands. If that property is already subject to mortgages or other liens, the general mortgage does not displace them, although they may be junior to it in point of time. It only attaches to such interest as the mortgagor acquires.

194 Wash. 201, 214, 77 P.2d 773 (1938), *citing U.S. v. New Orleans Railroad Co.*, 79 U.S. 362, 12 Wall. 362, 365, 20 L.Ed. 434 (1870).

As an initial matter, to the extent that it can properly be considered at all (*i.e.* is not disregarded as a “wild deed” not attaching to anything), Kerrigan's May 8, 2017 Deed of Trust recording would, at best, only attach to the interest Campbell acquired on May 10, 2017—which was zero-percent. It would not attach to Veristone's one-hundred percent interest on that date since Veristone was not a party to the Kerrigan Deed of Trust, nor its underlying loan. *See, e.g.*, 27 Wash. Prac., Creditors' Remedies – Debtors' Relief § 4.1 (“A lien is a charge against property to secure payment of a debt.”).

When Veristone quitclaimed its interest to Campbell on May 12, 2017, that conveyance transferred Veristone's *unencumbered* share in the Property to Campbell. However, the Kerrigan Deed of Trust as recorded on May 8, 2017 could not expand to also include Campbell's subsequently-acquired interest in the Property. Kerrigan could be left with *only* whatever share in the Property that Campbell acquired through the

May 10, 2017 Sheriff's Deed. To hold otherwise would incorrectly treat Kerrigan as having put a lien on Veristone's one-hundred percent interest rather than Campbell's zero-percent interest.

Immediately after the conveyance to Campbell, Veristone recorded its Deed of Trust on the Property, which encumbered the entire and complete interest Campbell owned at that point. At best, and assuming Kerrigan's May 8, 2017 recording was considered to properly be an encumbrance on the Property's title<sup>5</sup>, as of May 12, 2017, Kerrigan had an illusory lien to the extent of Campbell's ripened zero-percent ownership interest and Veristone had an actual lien to the extent of Campbell's subsequently-acquired one-hundred percent ownership interest.

On May 15, 2017, the Kerrigan Deed of Trust was re-recorded against the Property. CP 144. Such re-recording constituted a new valid lien on Campbell's entire ownership interest acquired on May 12, 2017—subject to and *junior* to the Veristone Deed of Trust that was also recorded on May 12, 2017.

The doctrine of after-acquired title does not apply in this case, because Kerrigan's May 8, 2017 Deed of Trust could not affect Veristone's ownership interest in the Property. *See* 17 Wash. Prac., Real Estate § 7.8. Thus, when Veristone conveyed its one-hundred percent

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<sup>5</sup> *See* n. 4, *supra*. at 13.

interest to Campbell on May 12, 2017, there was no lien upon *that* interest which Campbell then assumed. *See* 18 Wash. Prac., Real Estate § 17.1 (lien is “in the nature of an encumbrance upon the mortgagor’s title.”). Only on May 15, 2017 did Kerrigan encumber Campbell’s ownership rights to the entire Property.

The following timeline helps clarify these points:

May 8, 2017	Neither Veristone nor Campbell have record title to the Property, which remains vested to the Estate of Richard M. Coats.
May 8, 2017	Kerrigan records her Deed of Trust referencing a debt lower than the amount she loaned Campbell, and which at best, only encumbers Campbell’s zero-percent inchoate interest in the Property.
May 10, 2017	Veristone acquires record title and a one-hundred percent interest in the Property based on contributing its full purchase price.
May 10, 2017	Campbell jointly acquires record title but with a zero-percent interest.
May 10, 2017	The only interest Kerrigan could encumber is zero-percent by virtue of her loan transaction with Campbell.
May 12, 2017	Veristone conveys its one-hundred percent interest in the Property to Campbell.
May 12, 2017	Veristone records its Deed of Trust as to Campbell’s now-existing one-hundred percent interest.

May 15, 2017                      Kerrigan re-records her Deed of Trust; this encumbers Campbell's now-existing one-hundred percent interest, but junior to Veristone's lien.

Consequently, Kerrigan's May 15, 2017 Deed of Trust cannot supplant the priority to which Veristone was entitled as a result of its May 12, 2017 recording. As such, Veristone was entitled to foreclose its Deed of Trust in a senior position to Kerrigan, and the March 30, 2018 foreclosure sale extinguished Kerrigan's junior security interest. 2 Wash. State Bar Ass'n, Washington Real Property Deskbook § 21.4(3) (4th ed. 2009) ("Effect on Junior Lien Interests").

This outcome, however, does not leave Kerrigan without a remedy to seek recovery of Campbell's debt, as she may sue him for collection of sums owed under her promissory note. *See, e.g., Beal Bank, SSB v. Sarich*, 161 Wn.2d 544, 550, 167 P.3d 555 (2007) ("while Beal Bank's rights in the collateral are extinguished by Washington Mutual's trustee's sale, the underlying promise by the Sariches and Mr. Cashman to pay Beal Bank on the two notes continues via the promissory notes, although the promissory notes are now unsecured as a result of that trustee's sale."). But Kerrigan's rights against Campbell should not be enforced at Veristone's expense.

## V. CONCLUSION

When Veristone fully-funded the Property's purchase for Campbell, it acquired a one-hundred percent inchoate ownership interest due to its complete investment, while Campbell's interest was in "name only."

Although Campbell owed money to Kerrigan, the Kerrigan Deed of Trust recorded on May 8, 2017 either did not attach to the Property at all, since Campbell held no record title at that time, or was strictly a lien upon Campbell's zero-percent inchoate interest that did not affect Veristone's one-hundred percent inchoate interest.

When title ripened upon the May 10, 2017 recordation of the Sheriff's Deed, the best Kerrigan could do was encumber Campbell's ripened zero-percent title interest, but not Veristone's one-hundred ripened title interest.

The fact that Veristone conveyed its *unencumbered* share of the Property to Campbell after Kerrigan's alleged lien on Campbell's share does not expand the scope of her May 8, 2017 Deed of Trust, nor does it affect the rights Veristone obtained when it recorded the Veristone Deed of Trust on May 12, 2017, placing a lien on the entire interest that had been conveyed to Campbell the same day. The May 15, 2017 Kerrigan

Deed of Trust recording could not retroactively attach to or supplant Veristone's priority security interest in the Property.

Therefore, it was a clear error of law for the Superior Court to have denied Veristone's summary judgment motion and instead award summary judgment in favor of Kerrigan. Based on the foregoing reasons, reversal and remand of the judgment order entered on November 2, 2018 is the appropriate remedy.

DATED this 4th day of April, 2019.

**WRIGHT FINLAY & ZAK, LLP**

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**CERTIFICATE OF SERVICE**

On April 4, 2019, I caused to be served upon the below named counsel of record at the addresses stated below, via the method(s) of service indicated, a true and correct copy of the Opening Brief of Appellant Veristone Fund I, LLC:

<p>Hillier, Scheibmeir &amp; Kelly, P.S. Attn: Mark C. Scheibmeir P.O. Box 939 Chehalis, WA 98532</p> <p>Attorneys for Respondent Mary-Ann Kerrigan</p>	<p><input type="checkbox"/> Via hand delivery <input type="checkbox"/> Via Overnight Mail <input checked="" type="checkbox"/> Via U.S. Mail, 1st Class, Postage Prepaid <input type="checkbox"/> Via Overnight Delivery <input type="checkbox"/> Via Email:</p>
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I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

EXECUTED at Seattle, Washington, on April 4, 2019.

/s/Karina Krivenko  
Karina Krivenko

**WRIGHT, FINLAY & ZAK, LLP**

**April 04, 2019 - 10:14 AM**

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