FAITH BRASHER
Witness/ REALTORin pro se
1095 Lowry Ranch Rd
Corona, CA 92881
(951) 268-4042

SUPERIOR COURT OF CALIFORNIA

RIVERSIDE COUNTY MURRIETTA JUDICIAL DISTRICT

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE DEUTSCHE ALT-A SECURITIES, INC. MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2001-OA4 v. FAITH BRASHEAR ERRONEOUSLY SUED AS DONNA BELTZ, AND DOES 1-5 Respondent(s).	Case No.. MVC1603595 **NOTICE AND MOTION TO VACATE JUDGEMENT FILED JUNE 22, 2017 PURSUANT TO CODE CIV.PROC. §663 –** **REALTOR REQUEST FOR TITLE IX AS AMICUS CURIAE IN THE INTEREST TO PRESERVE THE SYMBOL OF FAITH - UPON DISMISSAL OF THIS CASE WITH PREJUDICE** **SPECIAL APPEARANCE BY FAITH** Hearing Date: Time: Dept.. Trial date:

TO THE ABOVE-ENTITLED COURT AND ALL INTERESTED PARTIES HEREIN:

PLEASE TAKE NOTICE THAT on August 11, 2017 at 8:30 a.m., or as soon thereafter as the matter may be heard, in Department 3 of the above-entitled Court, pursuant to Code of Civil Procedure §663 and the inherent power of the Court, Faith Brashear ("Defendant), will and hereby does move to vacate the Judgement dated June 22, 2017, and the Statement of Decision ill favor of Plaintiff; and enter a new Statement of Decision and a New Judgment in favor of Defendant

This motion is based upon the grounds that:

1) Incorrect or erroneous legal basis for the decision, not consistent with or not supported by the facts; and in such case when the judgment is set aside, the statement of decision shall be amended and corrected:
2) A judgment or decree not consistent with or not supported by the special verdict. "
3) The improperly signed Order must be vacated pursuant to Code Civ.Proc. § 663, and a new order entered upon consideration of Defendants Objections to Ruling.
4) Lacks Congressional intent. See WINEMAN v. GASTRELL 53 F. 697 Dec 12, 1892. Warranty Deeds create Abstracts which cannot be perfected, they are by grant or treaty

The ruling violates Defendants Faith.

5) Law Enforcement Code of Ethics specifically states "As a Law Enforcement Officer, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice..... I recognize the badge of my office as a symbol of **public faith**, and I accept it as a public trust to be held so long as I am true to the ethics of the police service."
6) The Civility Oath was adopted by the Supreme Court at its administrative conference on April 23, 2014, and will be added to Title 9. Rules On Law Practice, Attorneys, And Judges of the California Rules of Court effective May 23, 2014. The adoption of the rule was consistent with the nationwide efforts, led in part by the American Board of Trial Advocates (ABOTA), to include a "civility" provision to the oaths taken by lawyers admitted to the bar in jurisdictions nationwide. 'As an officer of the court, I will strive to conduct myself at all times with dignity, courtesy, and integrity.'
7) Defendant took her name as a soul choice, Defendant's NAME "IS" a symbol of **public faith**. Defendant has documented spoilage of evidence, collaboration and collusion that more than suggest that the integrity of the courts have been compromised. Defendant cannot be triad under such hypothetical jurisdiction.

8) Defendant is aware that under CA Code of Civil Procedures §262 The sheriff can take no action in criminal matters. Federal oversees state, which means the sheriff will be violating his Code of Ethics if Defendant is presented matters which are above civil. *See attached Claim for Damages intent to sue charter.*

9) Defendant do not wish to participate in this anteceded debt swap for tax avoidance of $1.5Million dollars upon Plaintiff NON-appearance whom has not properly identified themselves or shown their authority. There is no one in these courts whom can legally banter with FAITH whom IS a direct source. This is unjust enrichment at the expense of the people these courts serve and took oaths to protect.

10) The Blights within the system (AKA Human Beings) are restless out here and are gaining in knowledge. The people whom have been following me online are finding my research and will use it to defend themselves. Defendant is bound by her oaths in both the natural and supernatural. Defendant is actin in FAITH.

11) To be under orders from above to deprive homeowners their due process is one this, to profit upon those orders at the expense of the people these courts work for – including the sick, the elderly and the disabled at whim- is Contempt.

12) **42 U.S. Code § 3631.** The courts have prejudiced not only Defendants disabilities; they have violated her very name. By refusing to issue a ruling under oath to a woman whom had her name legally changed to Faith as a soul choice, The Honorable Irma Pool Ashberry has violated Defendants religious beliefs by the denouncing of her oaths under 28 U.S. Code § 453 – "So help me God." These courts have made empty the very name under which Defendant name stands.

13) This remark "orders from above" was witnessed by several advocates on site, which means that the People of this County are in a War they do not even know about.

14) Defendant will never be allowed justice within these courts. If a judge cannot swear in good Faith under oath that the ruling was made "So help me God" then Faith in these courts no longer exists. Defendant Religious and Spiritual beliefs have been violated,

therefore Faith must be placed in the hands of mankind to restore it through the provisions allotted by the Declaration of Independence.

15) Defendant FAITH respectfully asks for an audience with the Attorney General under a Title IX hearing to discuss the problematic issues that are at hand in the Positioned UCL National Foreclosure Act upon the sunset of HBOR as it pertains to these courts Judicial misconducts upon the Dismissal of this case. Further Defendant needs to know if The Honorable Irma Pool Ashberry is acting under duress and if this environment is the intended arena for this upcoming undisclosed War. **REALTOR REQUEST FOR AMICUS CURIAE IN THE INTEREST TO PRESERVE THE SYMBOL OF FAITH - UPON DISMISSAL OF THIS CASE WITH PREJUDICE**

ATTORNEY GENERAL PROPOSAL DISCUSSION

Grantor Recovery Restructure and Restitution Act as to preserve the symbol of Faith. Defendant will be happy to show you how legitimately take these 1099-A tax avoidance antecedent debt pass through to the people crap legal by means of a true Novations through corrections of IRS Form 3949 and IRS Form 14039 off these false IRS deductions by replacing it with IRS Form 8832 by adjustment of the base utilized against the future derivative under ASC 310, ASC 320 and ASC 380 to reconvert the stocks back into the original "asset" to create a taxable deduction for the Governments who "could" under the 16th Amendment to allow an additional 2/3 write off against these legacy loans under ASC 470-60 from the "debtors" perspective by the re-assignment of Deficit debt through the U.S. Treasury Department for an immediate forgiveness write off against the blighted collateralized loan placed upon these nations properties and to help replenish Cal Pers.

The Attorney General is aware that these contracts were never securitized – The people of this nation are becoming aware that the contract they entered into was nothing more than a divestiture of the collateral they obtained in exchange for our promise to pay an undisclosed rent-back to us. I am simply showing you, the people can handle the truth.

Defendants stands through the people's Faith under Defendants NAR oaths to protect property rights. The protection of We the People whom are THE GRANTORS of

this illegal freehold use of our fee simple estates are growing tired in what you've already swapped us out for. This moment in time is pivotal to prevent an uprising. For as much pressure as these courts are being place under to which has created this unethical environment, Defendant is unnaturally compelled same pressures in the field by both her natural oaths and her spiritual oaths. Faith is praying for Divine intervention to enter here.

The Marketable Record Title Act (MRTA, Civil Code section 882.02+) was enacted so that 'ancient mortgages' would not last forever.CC section 2911 is generally 4 years as a Statue of Limitations or SOL.

This premeditated mortgage crash for use of the American People for Civil Racketeering so that the Federalized Banking industry at large can fabricate Core Logic Deed (not Corporate deeds of assignments) in order to issue fake 1099-A deductions at "the People's expense.... Is beyond SOL at this time. Defendant Faith calls on you to remind you of who you are and what you stand for to enlist God's help through Faith to allow Faith to reenter these halls. Defendant request judicial notice of Assignment of Deed of Trust Doc#2011- 0411709 Ex. XXX the Core codes embedded upon the surface of these assignments in her plea for clarity of her understanding of faulty Assignments.

Doc#2011- 0411709 was electronically recorded through the Riverside County recorder's office .Defendant requests judicial notice of the form. As you will see there is a series of numbers under a bar scan code (inventory scan) that reference a separate DocID# 1031 65368264 29752. This reflects the 1031 exchange under US Code 26 of the under promissory note for the treatment of certain liabilities under 26 U.S. Code § 752 holding a credit risk factor 3 or **group III senior certificates, mezzanine certificates and components.** This in turn resulted in the 1099-A abandoned partnership interest issued by the non-bank servicer as the "original lender" of $1.5 Million dollars Defendant never received. Defendant is in direct knowledge on how these pass-through trusts function.

Defendant cannot be punished for her beliefs or her volunteer witness involvement of ongoing federal investigations of mortgage crimes in the inland empire. Nor can she be punished for what she knows. Faith is disabled, she stutters, she monologs under stress,

she was stripped, financially raped, and severely damaged by these courts. The question now becomes where do you wish Faith to be, out there or up there, because in here is Faith does not exist.

1) "retaliatory eviction" has been firmly ensconced in this state's statutory law and judicial decisions for many years. (See, e.g., § 1942.5; S.P Growers Assn. v. Rodriguez, supra, 17 Cal. 3d 719, 724; Schweiger v. Superior Court, supra, 3 Cal. 3d 507, 517.) "It is settled that a landlord may be precluded from evicting a tenant in retaliation for certain kinds of lawful activities of the tenant. As a landlord has no right to possession when he seeks it for such an invalid reason, a tenant may raise the defense of retaliatory eviction in an unlawful detainer proceeding. [Citations.]" (S.P Growers, supra, at p. 724.) The retaliatory eviction doctrine is founded on the premise that "[a] landlord may normally evict a tenant for any reason or for no reason at all, but he may not evict for an improper reason ...." (Id., at p. 730.)

This motion will be made pursuant to Code Civ.Proc. § 663. This motion is based upon this notice, the accompanying memorandum of points and authorities, all pleadings and papers on file in the above-captioned action, and other evidence that may be presented by Defendant at the hearing on this motion, when Defendant could not have nor cannot be triad at these courts. Defendant defense is rhetoric upon hearsay under a system. MERS.

The Defendant seeks to seek aside the judgment and enter a new statement of decision on the above grounds, based on the evidence admitted during Trial showing the falsity not only of the Trustee's Deed Upon Sale but that there was no legal substitution of the Trustee and the foreclosure sale was conducted by an illegal trustee who lacked the contractual power to sell the property Respectfully Submitted Wednesday, June 28, 2017 in the Riverside Courts in limine to set aside the June 22,2917 dismiss this case and enter a new ruling to allow for a Attorney General **Amicus Curiae** to ensue.

X_____ 6/28/17

Faith Brashear- WINTESS/REALTOR

TABLE OF CONTENTS

Page

REALTOR REQUEST FOR AMICUS CURIAE IN THE INTEREST TO PRESERVE THE SYMBOL OF FAITH UPON DISMISSAL OF THIS CASE WITH PREJUDICE AG PROPOSE DISCUSSIONS 4

TABLE OF CONTENTS..... 7

TABLE OF CASES 8

TABLE OF STATUTES 14

Civil Codes..... 14

OTHER AUTHORITY 15

BRIEF STATEMENT OF EVENTS..... 17

DECLARATION OF FAITH 28

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO SET ASIDE JUDGMENT..... 40

I. INTRODUCTION.....40

II STATEMENT OF FACTS..... 40

III GOOD TITLE CANNOT BE BASED ON FRAUD.....42

IV THE FORECLOSURE SALE DOES NOT COMPLY WITH CIVIL CODE §2924 et seq NOR CAN THE TITLE BE DULY PERFECTED..... 43

V THE COURT FAILED TO FOLLOW THE DOCTRINE OF STARE DECISIS..... 45

VII PLAINTIFF'S CASES ARE NOT ON POINT..... 46

VIII THE COURT MUST TRY TITLE..... 48

VIV IF THE COURTS TRIAL DEFENDANTS TITLE IT WILL BECOME A PERMINANT PART OF HISTORY... 50

TABLE OF CASES

Cases	Page
Asuncion v Superior Court (1980) 108 CA3d 141, 145–146, 166 CR 306 **(eviction of home- owners following foreclosure raises due process issues and must be heard in superior court).**	24
Anderson v. Heart Federal Sav. & Loan Assn. (1989) 208 Cal.App.3d 202, 211,	41
Asuncion v,SuperiorCourt(W.C.Financial,Inc.)(1980) 108 Cal.App.3d 141[166 Cal.Rptr. 306]	24
Anderson v. Heart Federal Sav. & Loan Assn. (1989) 208 Cal.App.3d 202, 211,	41
Asuncion v,SuperiorCourt(W.C.Financial,Inc.)(1980) 108 Cal.App.3d 141[166 Cal.Rptr. 306]	49
Auto Equity Sales, Inc. v. Superior Court (Hesenflow) (1962) 57 Cal.2d 450 [20 Cal.Rptr. 321, 369 P.2d 937]	45
Bank o[America v, La Jolla Groll_pI_I (2005) 129 Cal.App.4th 706 [28 Cal:Rptr.3d 825]	43
Baypoint Mortgage Corp. v, Crest Premium Real Estate etc. Trust (1985) 168 Ca£.A_Pp.3d818, 827, 830	41
Cheney v. Trauzettel (1937), 9 CaL2d 158 Crumm 23o·c~l:;.2f I1J,6ji8]	48
Corwin v. Los Angels Newspaper Serv Bureau, Inc. (1971) 4 Cal.3d 842,851 fn. 6.)	17
Crummer v. Whitehead (1964), 230 Cal. App. 2d 264, 268 (1964)	41
Debrunner v Deutsche Bank National Trust Co. (2012) 204 Cal.App.dth 433	47

TABLE OF CASES

Cases	Page
Dimock v, Emerald Prol!erties (2000) 81 CaLApp.4th 7J68[97 Cal.Rptr.Zd 255	43
Erickson 1> Bohne (1955) 130 Cal.App.2d 553/279 P.2d 619] Cal.App.2d 553	42
Firato v. Tuttle 48 CaL2d atp. 139	42
Firato v, Tuttle, supra, Cal.2d afp. 139	48
Glaski c. Bank of America, N.A.(2013) 218 Cal.App 4th 1079	46
Gomes v. Countrywide Home Loans, Inc (2011) 192 Cal. App. 4th 1149	47
Holt v. United States (10/31/10) 218 U.S. 245, 54 L. Ed. 1021, 31 S. Ct. 2.	25
Jenkins v. Jp Mortgage Chase Bank, N.A. (May 17, 2013)	46
Jesinoski vs Countywide 2015 LAW OF THE LAND ruling 574 U. S. Opinion "congressional Act must be construed as implementing its closest common-law analogue.	
Jesinoski v. Countrywide Home Loans, Inc 729 F. 3d 1092 – Court of Appeals, 8th Circuit, 2013 LAW OF THE LAND	28
Cf. Astoria Fed. Sav. & Loan Assn.v. Solimino, 501 U. S. 104, 108–109 (1991).	in passim
Jones v. First American Title Ins. Co. (2003) 107Cal.App.4th 381	43
Kartheiser v. Superior Court (Bisno) (1959) 174Cal.App.Zd617[345P.ld 135]	41

TABLE OF CASES

Cases	Page
Kartheiser v. Superior Court 174 Cal. "App.2d '617, 620	41
Kessler v. Bridge (1958) 161 Cal App 2d Supp 837, 838	41
La Jolla Group II v. Brusc (2012) 211 Cal. App. 4th 461	42
Lona v. Citibank N.A. (2011) 202 Cal.App.4th 89	44
Malkoskie v. Option. One Mortgage Corp. (2010) 188 Cal.App.qth 968	49
Mehr v Superior Court (1983) 139 CA3d 1044, 1049, 189 CR 138 (because of summary nature of unlawful detainer proceedings, it is un-suitable forum to try complicated ownership issues);	24
Melendrez v D & I Investment, Inc, (2005) 127 Cal.App.4th 1238 [26 Cal.Rptr.Sd 413]	49
Miller v. Cote (982) 127 Cal App. 2d 888, 894	41
Saeed Keshtgar v US Bank NA Slip Opinion	46
Schiacon v. Schiavon v. Arnaudo Brothers (2000) 84 Cal.App.4th 374 [100 Cal.Rptr.Zd 801J	in passim
Trout v. Taylor (1934) 220 Cal. 652	41
Ung v. Koehler (2005) 35 Cal.App.4th 186 [37 Cal.Rptr.3d 311J	42
Wutzke v. Bill Reid Painting Service, Inc. (1984) 151 Cal. App. 3rd 36, 43	42

TABLE OF CASES

Cases	Page
Anderson v. Heart Federal Sav. & Loan Assn. (1989) 208 Cal.App.3d 202, 211,	42
Asuncion v.SuperiorCourt(w.C.Financial,Inc.)(1980) 108 CaT.App.3d 141[166 Cal.Rptr. 306]	49
Auto Equity Sales, Inc. v. Superior Court (Hesenflow) (1962) 57 Cal.2d 450 [20 Cal.Rptr. 321, 369 P.2d 931J	45
Bank of.America v. La Jolla GroufJ.II (20051 129 Cal.App.dth 706 [28 CafRptr.3d 825J	43
Baypoint Mortgage Corp. v. Crest Premium Real Estate etc. Trust (1985) 168 Ca['AjJp.3d 818, 827, 830	41
Cheney v. Trauzettel (1937), Cal.2d 158	48
Crummer v. Whitehead (1964) 230 Cal. App. 2d 264, 268	48
Debrunner v Deutsche Bank National Trust Co. (2012) 204 CaZ.AppAth 433	47
Dimock l'.Emerald Pro12erties(2000) 81 Cal.App.dth "868/91 CaLRptr.2d 255	43
Erickson l'Bohne (1955) 130 Cal.App.2d 553 [279 P.2d 619J	42
Erickson v Bohne (1955) 130 Cal.App.2d 553 [279 P.2d 619 Cal.App.2d 553	42
Firato v. Tuttle 48 Cal.2d atp. 139	42
Glaski v. Bank of America, N.A. (2013) 218 Cal.JJ.pp.4th1079	46

TABLE OF CASES

Cases	Page
Gnomes v. Countrywide Home Loans, Inc (2011) 193 Cal App 4th 1149	in passim
Jenkins v. JP Mortgage Chase bank, NA., (May 17,2013) 216 Cal.App. 4th 497	46
Jones v. First American Title Ins. Co. (2003) 107 Cal.App.4th 381	43
Kartheiser l' Superior Court (Bisno) (1959) 174 CaLApp.2d 617 [345 P.2d 135J	41
Kartheiser v, Superior Court 174 CaLApp.2d 617, 620	49
Kessler v Bridge (1958) 174 Cal. App. 2d Supp 837, 838	48
Kartheiser v, Superior Court 174 CaLApp.2d 617, 620	49
Kessler v. Bridge (1958) 161 CaLApp.2d Supp 837, 838	48
La Jolla Group II v. Bruce (2012) 211 CaLApp.4th 461	46
Lona v. Citibank N.A. (2011) 202 CaLApp.4th 89	44
Malkoskie v. Option One Mortgage Corp (2010) 188 CaLApp.4th 968	49
McAlpin, 53 Cal. 3d at 1308.	25
Melendrez v. D & I Investment, Inc. (2005) 127 Cal.AppAth 1238 [26 Cal.Rptr.3d 413]	41

TABLE OF CASES

Cases	Page
Miller v. Cote (1982) 127 CaLApp.3rd 888, 894	41
Perkins, 106 B.R. 863, 874 (Bankr. E.D.Pa. 1989 In re Brown, 134 B.R. 134 (Bankr. E.D.Pa. 1991 In re Moore, 117 B.R. 135 (Bankr.E.D. Pa. 1990)).	29
In re: Wright, supra. At 708; In re Porter v. Mid-Penn Consumer Discount Co., 961 F,2d 1066, 1078 (3d. Cir 1992)	19
Schiavon l'.Arnaudo Brothers (2000) 84 Cal.App.4th 374 [100 CalRptr.2d 801}	46
Smith v. Fidelity Consumer Discount Co., Supra. At 898.	19
Trinsey v. Pagliaro, D.C. Pa. 1964, 229 F. Supp. 647,	25
Trout v, Taylor (1934) 220 CaL 652	42
Ung v. Koehler (2005) 135 Cal.App.dth 186 [37 CaLRptr.3d 311}	37
United States v. Lovasco (06/09/77) 431 U.S. 783, 97 S. Ct. 2044, 52 L. Ed. 2d 752	25
Wutzke v. Bill Reid Painting Service, Inc. (1984) 151 CaLApp.3d 36, '43	42
In accordance to Official Staff Commentary §§ 226.15(d)(1)-1, 226.23(d)(1)-1. Regardless of the fact no securitization or mortgage existed, and by the by court rulings held in re Perkins, 106 B.R. 863, 874 (Bankr. E.D.Pa. 1989); In re Brown, 134 B.R. 134 (Bankr. E.D.Pa. 1991); In re Moore, 117 B.R. 135 (Bankr.E.D. Pa. 1990))	19

TABLE OF STATUES

Matter of State Law.

15 U.S.C. § 1635

Regulation Z, 12 C.F.R. § 226.23.

TILA Section 131(f)(2)

TILA1635 (f) (3)

12 C.F.R. pt. 226, 2(a)(13).

TILA Section 131(f)(2

Civil Code

§2924(a)(6).

§2934a

§2941.9

12 C.F.R. § 226.23 (h) (2)(i)

Code of Civil Procedure

§1161a, subdivision (4)

§1161a(b)(3)

§1166 (a) (5) (d) (1) (B)

§1635(a)

§367

§ 437c(d)

§ 663

Civil Code section

§882.02+

$ 2911

Evidence Codes

§1401 A

§1401B

§ 225.

§403(a)

§647

§702

§800

§803

FRCPA Rule 52(a)

Pen. Code

§ 118a.

§ 125.

§ 126.

§ 158

Note: Perjury is punishable by imprisonment pursuant to subdivision (h) of Section 1170 for two, three or four years.]

Cal. Rules of Court

§ 5.125(c)(1)(B),

OTHER AUTHORITY

26 Corpus Juris Secundum, page 307 and 308

26 Corpus Juris Secundum

28 U.S. Code § 453 Oaths of justices and judges -(June 25, 1948, ch. 646, 62 Stat. 907; Pub. L. 101–650, title IV, § 404, Dec. 1, 1990, 104 Stat. 5124.)

Rule 9.4 Oath required when admitted to practice law "civility" provision

CALIFORNIA BUSINESS AND PROFESSIONS CODE 6067 Constitutional Oath. A certificate of the oath shall be indorsed upon his license. (Added by Stats. 1939, c 34. p. 354, Sec. 1.) – No certificate of Oath presented.

Ohlendorf, supra, 2010 U.S. Dist. Lexis 31098 at *22-23

Weingartner, supra, 702 F.Supp.2d at p. 1282.)

Prohibition

Rule 3-200 Prohibited Objectives (A) Civil Harassment (B) Not Warranted.

Defendants prior council properly argued the failure to perfect title within 15 days under 2924 (H)(C) citing Rooze v. Kimmel, 55 Cal App 4th 573 (1997) was raised before these courts before The Honorable Irma Pool Ashberry outside defendant's witness testimony forcibly dismissed from this case due to highly questionable circumstances. Defendants witness could not have talked to the Juror about first day of trials events, because Defendants witness was not present the first day of trial.

Opposing council has moved Defendant from bench trail to bench trial in efforts to deny Defendant her due process rights. Opposing council told my attorney that a hearing was at a different time and room, when it was not, then obtained a judgment that was reversed. The courts are refusing to release that incident report and refusing to allow media. Defendant was manhandled until she had a triggered attack which forced her into an ambulance. This level of misconduct cannot be allowed to ensue. It is unhealthy and unnecessary.

BRIEF STATEMENT OF EVENTS

The hearing date of Defendants' motion was June 22; 2017 The hearing was based upon the filing of a motion Defendant could not properly answer or properly serve. Defendant is protected under Title 42 of the American with Disabilities Act whom is unable to properly speak when triggered.

The Honorable Irma Pool Ashberry presided. Plaintiffs motion was based in arguments and documentations which the courts moved before a jury as triable. The Honorable Irma Pool Ashberry presided at the Jury Trial held on 5/16/2017 During the Jury Trial held, The Honorable Irma Pool Ashberry sustained that the Testimony of Lamar Broadway confirmed that Lamar Broadway held no first-hand knowledge of the document to which he served as he did not prepare it.

In the Declaration of Lamar Broadway, the process server stated the same arguments the Honorable Irma Pool Ashberry herself sustained under the Hearsay rule. Evidence code section 1200 (a) "Hearsay evidence" is evidence of a statement that was made other than by a witness while testify at the hearing and that is offered to prove the truth of the matter stated. (b) Except as provided by law, hearsay evidence is inadmissible.

The declarant Lamar Broadway fails to aver that he has personal knowledge of the facts set forth in the declaration or that if called as a witness that he could and would testify competently to the truth of the factual matters asserted in the declarations. The declarant Lamar Broadway was caught on stand in a lie before the jury during trial. (See Code Civ. Proc., § 437c(d) ["Supporting and opposing affidavits or declarations shall be made by a person on personal knowledge, shall set forth admissible evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated in the affidavits or declarations"]; *Corwin v. Los Angels Newspaper Serv. Bureau.*

On June 13th Defendant filed a Motion for leave to Amend her answers concurrently with a Motion for Summary Judgement Case Management Statement under form CM-110 to notify the courts of the following:

1) The file obtained from Defendants attorney was incomplete and did not contain the information Defendant had requested in discoveries.
2) That the Plaintiff has failed to meet the burden of proof outlined upon the 1st Amended answer to the complaint initially requested. See Steel Co. v. Citizens for Better Environ.
3) That Under 2941.9(d) The Majority Action Affidavit is missing from the complaint.
4) That Defendant is a direct source named witness whom was employed with entities under HSBC on behalf of certificate holder actioned REMIC
5) That the case contained a documented vested interest in its outcome in that Witness #1 – Jose Quienteros and hand written Witness Jeff Allen Farr had been conducting Real Estate transaction of REO stemming from court cases with the First Team Real Estate. First Team Real Estate is the company the Head Justice Daniel Ottolia. In 2015 under case NO: RIC 1508101 where Defendant provided documentation that the head justice reported upon his CA FORM 700 a 10% vested ownership interest in the franchise real estate company First Team under which his wife Liz Ottolia hangs her real estate license. Defendant is in conflict of interest with these courts and neither Liz or these courts are immune to prosecution. While the Head justice might have some good power protecting him, his wife is under NAR rules.
6) The case contained new discoveries of Witness #1 – Jose Quienteros evidencing spoilage of evidence.
7) That Defendant was missing discovery.
8) That Defendant was still seeking replacement Council
9) That Defendant was not provided an ADR information Package and that she has not reviewed the ADR information package identified in rule 3.221.
10) That a Determination of Statues of limitations was needed in re: The Marketable Record Title Act (MRTA, Civil Code section 882.02+) was enacted so that 'ancient mortgages' would not last forever.CC section 2911 is generally 4 years.

11) That 1st Amended answers to the complaint were filed. Defendant gets one filing to revise, meaning her new questions were valid at the time of the hearing, just blocked from acknowledging.

12) That the 1099-A issuer Specialized Loan Services, a non-bank servicer whom is not in the business of lending money, as an original lender declared awareness of the 2009 TILA Rescission in 2015. Defendant will not longer sit before the court, she will stand because she has standing. Defendant is not arguing air.

13) That the Plaintiff failed to provide the order to vacate the 2009 TILA rescission permanently unsecured and federally discharged under bk 6:08-bk-25762-PC. Defendant will be reaching out to the DOJ Trustee in this matter.

Defendant was not allowed to present evidence to the court. Defendant was not allowed to testify Defendant, at no time was not tried on the Merits of the Case. Further Collateral Estopple exists where homeowners were never allowed to challenge assignments. Yvonova vs Countrywide.

A TILA Rescission can ONLY be Res Judicata if there is an order to vacate the recession in existence. TILA IS A MATTER OF LAW not an artful pleading made by an attorney. Once a TILA recession is acknowledge, it cannot be ignored. TILA Rescission is NOT barred before during or after other proceedings unless those other proceedings specifically mention rescission as an issue to be tried. **Once the court finds a violation such as not responding to the TILA rescission letter, no matter how technical, it has no discretion with respect to liability** (in re Wright, supra. At 708; In re Porter v. Mid-Penn Consumer Discount Co., 961 F.2d 1066, 1078 (3d. Cir. 1992); Smith v. Fidelity Consumer Discount Co., Supra. At 898. by operation of law, the security interest and promissory note automatically becomes void and the consumer is relieved of any obligation to pay any finance or other charges (15 USC 1635(b); Reg. Z-226.15(d)(1),226.23(d)(1). See Official Staff Commentary § 226.23(d)(2)-1. (See Willis v. Friedman, Clearinghouse No. 54,564 (Md. Ct. Spec. App. May 2, 2002)

These courts ignored the 2009 acknowledged TILA rescission. Plaintiffs

documented awareness of the rescission. Defendant did not waive her rights to the recession. Defendant re-asserted the TILA recession, Defendant made the courts aware of the 2009 TILA rescission. Defendant made the courts aware that they held recorded Declarations upon court record exist in this acknowledgement. The courts are in conflict with TILA in are direct conflict of Land LawMatters. Title cannot be perfected once a TILA rescission is acknowledge. These courts hold no discretion to presume the recession was repudiated because Defendant re-asserted its existence in 2009. Plaintiffs can never perfect title. The Honorable Irma Pool Ashberry acted against a land law ruling. The Honorable Irma Pool Ashberry is out of her jurisdiction.

The Honorable Irma Pool Ashberry at trial has tainted jury with false statments. The courts errored and used rebuttable presumptions that Plaintiff had duly perfected title, without Plaintiff ever making appearance in the court for cross examination or to be sworn in. The Honorable Irma Pool Ashberry did not have subject matter or jurisdiction to practice law by to rule from the bench. *See Citizens for a Better Environment Cottten vs Steel*. Defendant has not been given a fair hearing.

Defendant presented to these courts upon that motion documentation of spoilage of evidence presented by Witness #1- Joe Quinteros. Upon review Defendants noted the following discrepancies further documented by Defendants EXHIBIT 1 which also holds the specific REO property transaction conducted by Witness Joe Quinteros and Jeff Allen Farr with the Head Justice Daniel Otellio 10% vested ownership interest Real Estate Company First Team Real Estate.

a. The appraisal conducted by Joe Quinteros and presented to the UD Courts is 4 months old. We are in an accelerating market.
b. The appraisal conducted by Joe Quinteros presented to the UD Courts held two comps over 6 months old at the time of the appraisal.
c. The appraisal conducted by Joe Quinteros presented to the UD Courts held a comparable currently listed as a residential sale property. Defendants

Exhibit 1 (which was submitted with Defendant Motion for Summary Judgment)

Futher Per Witness #1- Joe Quinteros depositions he was hired by US Bank for the Certificate Holders of the LXS 2007-15N trust fund not the "Plaintiff" Jose Quinteros set forth declaration under a different party.

Under Rule 3.3(a) (3), once an attorney knows that it has offered material evidence that is false, the attorney must "take reasonable remedial measures, including, if necessary disclosure to the tribunal."[4] The attorney should "remonstrate with the client confidentially, advise the client of the lawyer's duty of candor to the tribunal, and seek the client's cooperation with respect to the further remedial action."[5]. Defendant attests this was not done.

False statements. Pen. Code § 118a. Any person who, in any affidavit taken before any person authorized to administer oaths, swears, affirms, declares, deposes, or certifies that he will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case then pending or thereafter to be instituted, in any particular manner, or to any particular fact, and in such affidavit, willfully and contrary to such oath states as true any material matter which he knows to be false, is guilty of perjury. In any prosecution under this section, the subsequent testimony of such person, in any action involving the matters in such affidavit contained, which is contrary to any of the matters in such affidavit contained, shall be prima facie evidence that the matters in such affidavit were false.

Prohibited acts by Opposing Council – Opposing Council re-submitted documentation and evidence witnessed by The Honorable Irma Pool Ashberry herself as inadmissible. Defendant was triggered to response under duress of the courts. Defendant declares for and on the record that she was under Duress, removed from her witness, forcibly stripped from council, and denied a request for continuance in order to strip her from her ADA advocate whom assist her with her speech, as a Pro Se litigant untrained with law

Defendant appeared in good faith to protect her interest because of all the rebuttable presumptions thrown at her. Defendant was forced to answer to the courts to an unknown Plaintiff whom has not been properly identified, whom has never made one appearance before the courts or in litigation who can be sworn in or cross examined as to their first hand or personal knowledge of evidence presented as fact.

Plaintiff acted to move the courts with evidence filed upon an untimely motion one day before the trial, that was objected to for lack of relevance and foundation. Plaintiff did not support the burden of proof or preliminary facts. Furthermore, all evidence was an utter surprise because these new evidences were NEVER presented to Defendant through proper discovery, yet were submitted as evidence at trial.

This is an utter violation of Defendants due process and equal protection rights to defend the defense in legal defense under the duress and judicial misconduct of these courts. Evidence presented at trial cannot be submitted as evidence if it was not offered in Discovery to Defendant. The defense cannot have surprises. The entire trial evidence was a surprise and the judge and these courts allowed it. Defendants council was in awareness that had Defendant been presented with the appraisal report, prior to trial, she would have exposed Plaintiffs collusion. These courts are engaged in criminal activity.

Penal code 530.6 states that when a crime is committed they have to take a police report. This was not done. Defendant moves the court to follow the law, and under the circumstances has thusly filed the following reports:

Defendant did not authorize to collatorilization of securities that place her home at risk. There was no value for consideration to Plaintiff. Defendant has not harmed Plaintiff. Defendant is fighting a suspended trust which was terminated upon the Securities and Exchange Commission in 2009. Security trusts fall under the jurisdiction of the State of New York. Defendant cannot be triad at these courts under such hypothetical, prejudiced jurisdictions by the courts whom are involved in spoilage of evidence in exchange for expected business from ruling benefits actively engaged in by these court.

The courts placed Defendants motion for leave to amend beyond Plaintiffs Motion. The courts acted to deny Defendants MC410 request to continue the Jury trial re-set by The Honorable Irma Pool Ashberry and Opposing Councils motion to allow her the ADA advocate at minimum to be present for these hearings until the replacement attorney was "able" to sub in. The courts were put on notice of violation of the "Civility" Oath Rule Adopted by Supreme Court.

The courts would not allow the previous substitution of attorney dated 5/23/17 to be filed until June 14th 2017, then proceeded to back date to 6/13/17 upon their case summary. The Honorable Irma Pool Ashberry witnessed a substitution withdrawal on the record where Defendant had no choice in May. Defendants new council could not be placed until after he returned for vacation. The Honorable Irma Pool Ashberry walked out on Defendant before this was conveyed. Plaintiffs arguments did not merit violations these Prohibit acts.

Prohibition. The plaintiff has no capacity or standing to sue, Rule 3-200 Prohibited Objectives of Employment A member shall not seek, accept, or continue employment if the member knows or should know that the objective of such employment is:
(A) To bring an action, conduct a defense, assert a position in litigation, or take an appeal, without probable cause and for the purpose of harassing or maliciously injuring any person; or (B) To present a claim or defense in litigation that is not warranted under existing law, unless it can be supported by a good faith argument for an extension, modification, or reversal of such existing law (see Pen. Code 158. Common barratry is the practice of exciting groundless judicial proceedings, and is punishable by imprisonment in the county jail not exceeding six months and by fine not exceeding one thousand dollars ($1,000).)

These courts have not followed their own California Judged Bench guides to Unlawful detainer. Defendant is NOT a tenant pursuant to the rules under §§ 1161a(b)3. PER THESE COURTS OWN RULES, section G. Tenant Defenses (8) *Title is at issue*. The litigation is between a plaintiff-lender and a defendant-homeowner,

rather than between landlord and tenant, and title is at issue. *Mehr v Superior Court* (1983) 139 CA3d 1044, 1049, 189 CR 138 (because of summary nature of unlawful detainer proceedings, it is un- suitable forum to try complicated ownership issues); *Asuncion v Superior Court* (1980) 108 CA3d 141, 145–146, 166 CR 306 **(eviction of home- owners following foreclosure raises due process issues and must be heard in superior court).**

These courts do not hold jurisdiction. These courts are in VIOLATION of the 5th and 14th Amendments to the US Constitution. These courts denied Defendants ability to speak by conducting a MOCK TRIAL under hypothetical jurisdiction and rebuttable presumptions in a court prohibited to raise such issues. These courts are out of compliance with ADA requirements. These courts are in DIRECT violation of Title 2 and Title 3 as the courts have clearly denied Defendant an opportunity to participate and enjoy litigation without intimidation from the advisory, and violating defendants afforded due process rights. Making statements from the bench is practicing from the bench.

The Honorable Irma Pool Ashberry made statements from the bench at trial to the jury that the banks owned Defendant's note. In RE: Rule 26.3 Mistrial. Before ordering a mistrial, the court must give each defendant and the government an opportunity to comment on the propriety of the order, to state whether that party consents or objects, and to suggest alternatives.

Defendant has not had a fair trial. These courts cannot move to order "non-traible issues, when the same judge acknowledged there were triable issue, and reset trial. There can be no doubt that the integrity courts have been compromised under Cannon 3 Rule 3.11 (B)(2)(B)(4) – Rule 3.5 use of non-public information for Rule 3.13 to enable Civil Racketeering thought third party graft benefits.

The courts cannot trigger a ADA advocate holding speech impediments to place upon the record Defendant never objected or opposed.

Defendant has documented and had witnessed, that the plaintiff council and these courts have been engaged in "unclean hands," to predjudice Defendants case. These courts hold not option at this time but to dismiss plaintiff's complaint and deny the plaintiff judgment. Defendant is notifying these courts of her intent to sue under 42 U.S. Code § 12202 cor the BLANTENT denial of Defendants due process rights.

Inadmissible. "Statements of counsel, in their briefs or their arguments while enlightening to the Court are not sufficient for a motion to dismiss or for summary judgment." Trinsey v. Pagliaro, D.C. Pa. 1964, 229 F. Supp. 647, "Statements of counsel are not facts before the Court," see FRCPA Rule 52(a) and United States v Lovasco (06/09/77) 431 U.S. 783, 97 S. Ct. 2044, 52 L. Ed. 2d 752, Holt v. United States (10/31/10) 218 U.S. 245, 54 L. Ed. 1021, 31 S. Ct. 2.

Inadmissible motion. Opposing Council does not have personal knowledge of the Trustee Deed upon Sale or the documents produced by Plaintiff in this litigation. Thus, this motion was not based on personal knowledge, and constitutes speculation, argument and improper opinion. Cal. Evid. Code §§ 702, 800, 803; McAlpin, 53 Cal. 3d at 1308.

Perjury. The Honorable Irma Pool Ashberry would not swear as a fact that any of the assumptions presented by declaration or exhibits were true, wholly true, and nothing but true. [Cal. Evid. Code § 225.

Opposing Council does not know for a fact that any of the assumptions presented by declaration or exhibits are true, wholly true, and nothing but true. [Cal. Evid. Code § 225. "Statement" means (a) oral or written verbal expression or (b) nonverbal conduct of a person intended by him as a substitute for oral or written verbal expression.] (see Pen. Code § 125. An unqualified statement of that which one does not know to be true is equivalent to a statement of that which one knows to be false. [Pen. Code § 126. Perjury is punishable by imprisonment pursuant to subdivision (h) of Section 1170 for two, three or four years.]

The above failure of Plaintiff's facts and the following of the above law requires the entering of a new statement of decision and judgement in favor of Defendant.

This motion is based on the files and records of this action, the attached Memorandum of Points and Authorities in Support of this motion, the testimony admitted during the Trial, the Exhibits produced and admitted at time of trial, including all Exhibits. The term Exhibits in the Memorandum of Points and Authorities refers to the Trial Exhibits. Transcript of the Trial are currently being denied Defendant unless she pays over $1300. This is now extortion.

How can FAITH be denied equal access to these courts under such obstructions of Justice?

Reconstructing Breach of the Implied Covenant of Good Faith and Fair Dealing as a Tort which should fall under "so help me God" because it is going to take an act of Divine Intervention to fix this man made mess.*See generally* **G.** GILMORE, **THE DEATH OF** CONTRACT 87-103 (1974).

Some argue that tort duties merely impose obligations the parties would have undertaken had they been able to con-tract. *See* Bishop, *The Contract-TortBoundaryand the Economics ofInsurance,*12 J. **LEGAL** STuD- iES 241 (1983); *see also Coase, The Problem of Social Cost,* 3 J.L. & EcON **1** (1960).

Others claim that tort remedies merely shift losses to the cheapest cost-avoider. *See* Calabresi & Hirschoff, *Towarda Testfor StrictLiability in Torts,* 81 **YALE L.J.** 1055 (1972); *see also* R. POSNER, ECONOMIC **ANALYSIS OF** LAW 179 (2d ed. 1977). Still others point to the influence of tort theories on promissory estoppel and restitution as evidence of a merger between tort and contract. *See generally* Sny- der, *Promissory Estoppelas Tort,* 35 IOWA L. REv. 28 (1949); *see also infra* note 129.

First, the rule of *Hadley v. Baxendale* bars recovery for special damages unless the breaching party knew the particular risks at the time of contracting. 9 Ex. 341, 156 Eng. Rep. 145 (1854).

See also **RESTATEMENT (SECOND)** OF **CONTRACTS** § 351 (1979). *See generally* Farnsworth, *Legal Remedies for Breach of Contract,* 70 **COLUM.** L. REv. 1145, 1200-10 (1970). Second, courts are reluctant to award damages for mental distress in

contract cases. *See* **RESTATEMENT (SECOND)** OF CONTRACTS § 353 (1979) (recovery for emotional disturbance excluded unless the breach also caused bodily harm or serious emotional disturbance was "a particularly likely result"). Third, the expectation measure of damages limits recovery, even if reliance losses exceed expectation. *See* **RESTATEMENT (SECOND)** OF **CONTRACTS** § 349 (1979); *see also* **E.** FARNSWORTH, **CONTRACTS**

§ 12.16, at 890 (1982). These restrictions on contract remedies serve purposes not found in tort law They protect the parties' freedom to bargain over special risks and they promote contract formation by limiting liability to the value of the promise.

Thus, parties in contract may set their own standards of conduct and penalties for violation, within certain limits, and may break contractual promises provided they pay the price. *See* Cooter, *Pricesand Sanctions,* 84 **COLUM.** L. REv. 1523, 1537, 1545 (1984).

Only an Act of Great Faith would qualify as such a Divine Intervention under the Oaths of these courts adjudicators "so help me God"

Now since this "insurer" engaged in unreasonable conduct that was conscious and deliberate. *See, Gaylord v. Nationwide Mut. Ins. Co.,* 776 F.Supp.2d 1101 (E.D. CA. 2011) to engage these courts to follow suit..

It is through GREAT FAITH, under these incredulous and unfathomable circumstances that has lead us all here to this moment in time.

A true **AMICUS CURIAE** in support of preserving good faith in man's laws, could only be brought forth by someone of legal mind through Great Faith.

Defendant's name Stands for itself...

Dated 6/28/17

By: _____

Defendant Faith Brashear Witness/REALTOR

DECLARATION OF FAITH

1 I am the defendant herein. I have personal knowledge of the matters stated herein, and if called to testify I could and would competently testify thereto.

2. Attached as Exhibit 1 is a true and correct copy of my Deed of Trust that was never secured. This document does NOT secure the property located at 1095 Lowry Ranch Road because it is a commercial warranty deed of conveyance that was superimposed onto a Residential Contract which holds two separate contractual provisions.

3. Attached as Exhibit 2 is the fabricated Deed of Trust holding an inventory bar code scan by Core Logic. This document does NOT secure the property located at 1095 Lowry Ranch Road.

4. Attached as Exhibit 3 is the acknowledged 2009 TILA recession along with the Forensic loan audits dated March 25th, 2009

5. The Truth in Lending Act allows for judicial enforcement because TILA IS AN ISSUE OF FACT, a CONGRESSIONAL INTENT, that allows these courts to take judicial action to ORDER compliance with the provisions of the Truth and Lending ACT through assignment of a mediator.

6. Under the rights of recession the tolerance for a recession upon a presumed refinanced loan in a foreclosure action is allowable when an interest charge 12 C.F.R. § 226.23 (h) (2)(i) is understated by no more than $35; under **Truth in Lending Act**, 15 U.S.C. § 1635 et seq., and Federal Reserve Board **Regulation Z**, 12 C.F.R. § 226.23. *see Jesinoski v. Countrywide Home Loans, Inc 729 F 3d 1092 Court of Appeals, 8th Circuit, 2013 LAW OF THE LAND RULING. Matter of State Law. 12 C.F.R. pt. 226,. 2(a)(13). Permanently dissolving any perceived security interest to the property ab initio.*

7 Under TILA Section 131(f)(2) evidence of a securitized trust does not exists, wherefore under TILA1635 (f) (3) consummation never took place, wherefore TILA Recession CANNOT be TIME BARRED.

8. **Once the court finds a violation such as not responding to the TILA rescission letter, no matter how technical, it has no discretion with respect to liability** (in re Wright, supra. At 708; In re Porter v. Mid-Penn Consumer Discount Co., 961 F,2d 1066, 1078 (3d. Cir. 1992); Smith v Fidelity Consumer Discount Co., Supra. At 898. *See case management Ex 4* These courts and these council, have been aware of Defendants rescission since 2012.

9. Defendants is FULLY aware that if a consumer rescinds UNDER TILA within the

context of a qualified discharged bankruptcy, courts have held that the rescission effectively voids the security interest, rendering the alleged debt, if any, unsecured (*Exhibit* V chapter 7 discharge). (See in re Perkins, 106 B.R. 863, 874 (Bankr E.D.Pa. 1989); In re Brown, 134 B.R. 134 (Bankr. E.D.Pa. 1991); In re Moore, 117 B.R. 135 (Bankr.E.D. Pa. 1990)).

10. In accordance to Official Staff Commentary §§ 226.15(d)(1)-1, 226.23(d)(1)-1. Regardless of the fact no securitization or mortgage existed, and by the by court rulings held in re Perkins, 106 B.R. 863, 874 (Bankr. E.D.Pa. 1989); In re Brown, 134 B.R. 134 (Bankr. E.D.Pa. 1991); In re Moore, 117 B.R. 135 (Bankr.E.D. Pa. 1990))

11. In re: Subject Property was illegally foreclosed on in this action. Defendant personally read this Deed of Trust, and did not fully executed it. The property is identified on page 3 under the section entitled TRANSFER OF RIGHTS.

12. The Deed of Trust ["DOT"] was recorded on 5/14/2007 as Doc# No 2007-0319880 in the Official Records in the Office of the County Recorder, in and for the County of Roverside.

13. This "DOT" discloses "Countrywide Bank FSB" was the Lender [Ex 1 - "DOT" Page 2, Section (C) Recon Trust Compady NA. was the Trustee [Ex 1 - "DOT" Page 2, Section (D], Donna Beltz was the "Borrower" [Ex 1 "DOT" Page 1, Section (B)] and "MERS" is Mortgage Electronic Registration System Inc. was the nominee lender

14. THIS "DOT" upon its services is contradicting itself. MERS status as a nominee trustee unequivocally was breached upon inception, in this instance elaborated herein, and in accordance with UCC § 2-510 (1) Where a tender or delivery of goods so fails to conform to the contract as to give a right of rejection the risk of their loss remains on the seller until cure or acceptance.

15. Just as Defendant was a wholesale mortgage broker whom also worked as a direct employee for Countrywide whom brokered and sold loans through granted privilege. MERS by its own verbiage upon the contract is a Nominee Lender acting solely for Lender as a beneficiary under a Security Instrument.

16. Contract law is very specific – A contract can either be a DOT or it can be a Bearer instrument, it cannot be both because in order to qualify as a traditional security instrument there can be no bifurcation of the instrument. Notes have to follow the Deed together Without the ability to establish a true sale into a Security instrument, you bypass the securitization process. This turns the contract into a warranty deed of conveyance, for direct

collateralization.

17 This is why the REMIC named upon the UD Action is being notated because MERS was the nominee lender for Countrywide. MERS brokered the contract to the pass through REMIC. *See Table of Contents of the Attestation Prospectus Supplement which shows Countrywide as the Originator of the Actioned REMIC.*

18. Consummation of a contract between disclosed true Lender and a consumer borrower never took place, so regardless of how many times Faith was lured into these empty areana's to argue her innocence in such matters, it will never change the fact the no consummation exists to establish a substance for substance agreement under Contract law

19. Defendant rescinded this contract March 2009 prior to CW going Inactive as of 2009-04-27

20. Under TILA Section 131(f)(2) evidence of a securitized trust does not exists, wherefore under TILA1635 (f) (3) consummation never took place, wherefore TILA Recession CANNOT be TIME BARRED regardless of how many times Defendant is dragged into these courts. Defendant is being openly denied her rights to a Jury Trial through ongoing judicial litigations when there has never been anything to litigate.

21. Further to move Defendant to a Jury trial would risk exposing to the general public at large, that under a pass through REMIC, a mortgage can never exist. Defendants is being denied Due process of Law, not for anything that she did, but for what she knows. This is outright retaliation under **18 U.S. Code § 1513 - Retaliating against a witness, victim, or an informant** which places Faith in a position of moral turpitude. On one hand Faith is directly connected to the cries for help from the people as a frontline advocate, and on the other had Faith is Bound by Oath to protect the property rights of the people. To expose this knowledge in an open trial would be economically devastating to property values not only across this nation, but around the world.

22. Defendant brokered to Countrywide when they forfeited their banking status in 3/2007 In and around 3/2007 Countrywide changed primary regulatory agency from COMPTROLLER OF THE CURRENCY to OFFICE OF THRIFT SUPERVISION.

23. Defendant worked for Countrywide during thee mergers and acquisitions. Countrywide had their status as a "banking institution" in 2006 but did not have it in 5/ 2007 when the DOT was executed. Countrywide was not registered with FINCIN when the DOT was recorded. At the time of the DOT Countrywide was

not a depository. Countrywide was cut short of their authority to transfer any notes, this is why they could not transfer a Deed of Trust.

24. Defendant is a direct source who can attest that neither the contract never left the file. See kemp v Countrywide.

25. The verbiage within the DOT indicates that an undisclosed Entity BORROWER (upper caps) is addressing the consumer borrower (lower caps) to undisclosed investors.

26. The disclosed Lender "Countrywide" created a separate promissory note within the contract identified the first page of the DOT as #165368264050. The disclosed Lender "Countrywide" never funded the transaction. The un-disclosed BORROWER's "loan"is referenced by the MERS Min# 002108190 on page one of the DOT The bottom of Page 5 it states "Upon payment in full of all sums secured by this Security Instrument, Lender shall prompt refund to Borrower any Funds held by Lender."

27 The HUD One Exhibit 4 Shows the Bill of Sale that cleared title of Encumbrances as notated by the verbiage the consumer borrower was "lawfully siesed" from their estate upon inception by an ENTITY BORROWER covenanted the consumer borrower irrevocably granted into trust through a system. Defendant can attest that when a consumer irrevocably transfers into trust, they fall into a Government Form of Accounting, UD courts hold no understanding of these accountings nor how they pertain to matters of possession.

28. The Contract itself goes on to state that the ENITY BORROWER covenanted as the ENTITIES SECURITY INSTRUMENT combined uniformly the consumer Borrower and engaged the consumer Borrower's Property in **for national use.** Defendant can attest that the contracts themselves state on their surface that there is a diversity issue of $1,500,000 on the face of the note, and an underlying securities certificate interest of 7,991,994.50 bonded to the property (disclosed as APR on the GFE).

29. The DOT has been positively identified as a warranty deed of conveyance. The Contract is for a freehold use of the fee simple estate that was bonded for Futures Trading. It was used for substituting both residential properties and consumer borrowers in an undisclosed business partnership where the consumer borrower places the property into a Special Purpose Vehicle where the property itself is bonded under a Master Pass Through Grantor Trust for trading in the US Housing Bond Markets.

30. The Trust itself breaks down the pass through funding under a CODI Certificate of Deposit Index by means of varying accounting codes. This UD case has not been

well pled nor has it provided accurate information to those courts, it is in excess of 25,000. It is involving certificate holders of unknown origin nationwide and most likely internationally. Plaintiff is withholding discovery.

31. Defendant has been denied discoveries. The Unlawful Detainer Action has not been Authenticated, it does not hold a proper affidavit under oath, nor has it provided accurate information to these courts. *See Removal and Remand Beyond the Supplements (2014) (electronic supplement to 2014 vol. 14B and C Pocket Parts, Wright et al., Federal Practice and Procedure), http://works.bepress.com/joan_steinman/34/. Section 1441(a), in effect, requires federal courts considering removal petitions to decide whether they could have initially exercised jurisdiction over the case.*

32. Defendant can attest that the fatal flaws these contracts have been enabling, involving inverse condemnation and tax avoidance by the misuse of a tax exempt special purpose vehicle as its underlying intent. A special hearing under Title IX with the Attorney General to properly address these specific matters of law is now necessary as these contracts are creating False Claims that are robbing the State of California from MILLIONS of taxable income.

33. Defendant insists, that the federal issue of possession arises by means of Toxic Constitutional Tort violations in that an ENTITY BORROWER Covenanted to an undisclosed Lender that the consumer borrower was lawfully seised of the property upon inception and that the property was taken free and clear of encumbrances "of" record by use of The Mortgage Electronic Registration System. It is legally, factually and physically impossible for a living breathing representative of the Mortgage Electronic Registration System because REMIC's fall within "the system" as tax exempt special purpose vehicle per their assigned tracking number, or MERS MIN# (second series of numbers page 1 ofDOT)

34. The Deutsche Alt-A Securities, Inc., Mortgage loan Trust, Mortgage Pass-Through Certificates Series 2007 –OA4 is a tax exempt special purpose vehicle underneath. Tax Exempt vehicles in general are not designed to hold both the note or the deed simultaneously. These are also called Special Purpose Vehicles or (SPV)

35. Mortgage Pass Through Grantor Trusts are called Master Mortgage Loan Trusts.

36. A typical Mortgage Loan Trust will break down the trust into separate SPV within the trust. These are referred to as REMIC's or Real Estate Investment Conduits.

    1. "Classification **REMIC I**" consists of the pooled loans
    2. "Intellectual Property" **REMIC II** constitutes the alleged assets of REMIC I This REMIC holds the address of property in a freehold

status, for the use of the estate as the bonding mechanism for the securitization process as an Accretion Directed Class.

3. **REMIC III** constitutes Regular Interests of the assets of REMIC II and is considered the "Master" REMIC. Typically the "Beneficiary Interests" are broken down and classified under Accounting Standard Codes or **ASC**. Ie. Receivables (ASC 310) REMIC I, Investments (ASC 320) REMIC II and Other Assets and Deferred Costs(ASC 340) REMIC III.

37. MERS only holds legal title to the "interests" granted by Borrower which is an irrevocable grant and convey of the property into a mortgage pass through trust broken down by the use of the aforementioned ACS Codes. The result is a freehold interest for the use of the fee simple estate.

38. Government office of accounting under the IRS Codes.

39. 11 U.S.Code Id § 522(f)(2) defines "security interest" as a "lien created by an agreement" Id. § 101(37). This definition is broader than that of the U.C.C. because it is not limited to realty. Compare it with U.C.C. §§9-102(1)a),-104 (j). "A security interest is not enforceable" unless the secured party possesses the collateral, or interests that are perfected by the security agreements, as opposed to possession, are subject to avoidance by the debtor. See Joseph C. Hutchenson, II, Lien Avoidance Under Section 522(f) of the Bankruptcy code: Is Retrospective Application Constitutional, 49 Fordham L. Rev. 615 (1981).

40. Under § 2-403. Power to Transfer; Good Faith Purchase of Goods; "Entrusting" MERS as an electronic nominee beneficiary did not have the power to electronically transfer because the transferor aka the "lender/originator" did not and was not acting in the capacity of a "transferor" Ex I MERS Nominee Capacity allowed them to function in that of a 1031 like for like exchange.

41. Because a consumer borrower irrevocably granting directly into to trust and exchange for a promissory note to possess the property this would also mean that if this the NOD is truthfully recorded under REG X and REG Z reflects the equivalent of a $55k per month lease back which far exceeds the $10,000

jurisdictional limit. These are issues regarding the partnership trust which can only be heard under New York laws.

42. CCP 697.510. (a) A judgment lien on personal property described in Section
43. 697.530 is created by filing a notice of judgment lien in the office of the Secretary of State pursuant to this article.
44. As Defendant pled, the courts did everything in their power to deny Defendant to Challenge Due Process "Lack of Standing and Subject Matter Jurisdiction" *See Steel Co. v. Citizens for Better Environment* 523 US. 83 (1998) (a) The merits issue in this case-whether§ 11046(a) permits citizen suits for purely past violations-is not also "jurisdictional," and so does not occupy the same status as standing to sue as a question that must be resolved first. It is firmly established that a district court's subject matter jurisdiction is not defeated by the absence of a valid (as opposed to arguable) cause of action, See, e. g., *Bell v. Hood,* 327 U. S. 678, 682. Subject-matter jurisdiction exists if the right to recover will be sustained under one reading of the Constitution and laws and defeated under another, id., at 685, unless the claim clearly appears to be immaterial, wholly insubstantial and frivolous, or otherwise so devoid of merit as not to involve a federal controversy, See, e.g., *Oneida Indian Nation of N. Y v. County of Oneida,* 414 U.S. 661,666.
45. Where there is substantial evidence of fraud, forged promissory notes and deed of trusts, there cannot be a duly perfected title to bring a legal action under CCP §2924. Under these specific Mortgage Pass Through Contracts the MERS nominee transfer into Trust, does not qualify for lawful recapture under CCP §2924. Defendant has suffered irreparable harm.
46. Defendant can attest that these courts have violated their oaths of office. 8 U.S. Code § 453 Oaths of justices and judges

> Each justice or judge of the United States shall take the following oath or affirmation before performing the duties of his office: "I, ___ ___, do solemnly swear (or affirm) that I will administer justice without respect to persons, and do equal right to the poor and to the rich, and that I will faithfully and impartially discharge and perform all the duties incumbent upon me as ___ under the Constitution and laws of the United States. So

help me God." (June 25, 1948, ch. 646, 62 Stat. 907; Pub. L. 101–650, title IV, § 404, Dec. 1, 1990, 104 Stat. 5124.)

47. Defendants name is a soul choice.

48. The Honorable Irma Pool Ashberry refused to take her oath before Defendant and in doing so has acted against Defendants Religious beliefs.

49. The 10 Commandments are 10 beneficial laws given by the Creator God. The courts have taken the Lords name in vein and in doing so have emptied his name within these courts in violation of the third commandment by denouncing openly and willingly this oath.

50. Defendant declares that after being made away of the spoilage of evidence submitted to the courts bearing false witness of and outdated appraisal brought forth in bad faith The Honorable Irma Pool Ashberry broke the 9th Commandment under Defendants Faith.

51. By adjudicating in with the witnessed knowledge matters of law were in dispute, The Honorable Irma Pool Ashberry Defendant has witnessed both blasphemy and perjury in her declaratory judgement made against Defendant.

52. Exhibit 3 is a true and correct copy of a second Deed of Trust.

53. Defendant attests that the second deed of trust is not a Corporation Transfer of Trust. Only a Transfer of trust between lenders can transfer a security interest in a property, meaning Countrywide had they been acting in the capacity of a lender, would have needed to record a Corporation Assignment of Deed of Trust. This is an instant severing of color of title.

54. The Second DOT documents the underlying intents of these system which are mis-scuing the IRS IRC codes. The second DOT was recorded was a contract of adhesion.

55. Doc#2011- 0411709 was electronically recorded through the Riverside County recorder's office If you look at the instrument itself you will see that Core logic requested the document to be sent back to them.

56. Defendant requests judicial notice of the form. As you will see there is a series of numbers under a bar scan code (inventory scan) that reference a separate DocID# 1031 65368264 29752. Defendant reference this in order to establish the existence of embedded algorithms.

57. Bar codes are used to scan merchandise. Once you break the numbers apart it becomes easier to see what the scan code is referencing. The system itself is designed to categorize inventory for better control over the inventory.

58. The unsecured Promissory note reference within that series can be identified as

65368264. This is the loan number disclosed to Defendant upon inception.

59. The other numbers are IRC references being moved through the use of the MERS system who's address is listed as 3300 S.W 34th Ave – suite 101 Ocala FL 34474 This is a suite located within the Internal Revenue Service building in Florida from which these IRC bar scans are processed.

60. What this bar code is showing you is a US code 26 1031 exchange of the promissory loan 65368264's re-constituted contract under US code 26 752 Treatment of Certain Liabilities. There is a 3 point numbering allowance in their algorithms flagging risk factors, these are not random which is why the number is listed as 29 and not 26.

61 The More cryptic, CA0-ADT 14519915 Translates to CA California property 0 represents a Placer. The placer is for use upon the transfer of the Intellectual property in REMIC II into REMIC I upon foreclosure. This is why there is a 0.00 Document transfer tax noted upon the TDUS.

62. These numbers correlate with other documents directly to their bond market tracking system under the MERS Electronic Registration System. These numbers do not hold coincidence; these numbers hold the Unofficial Code of the District of Columbia § 9–915. Credit of the District not pledged.in

63. These codes can be found upon these Core Logic Fabricated Deeds across the nation which all follow the same or similar tracking patterns... IRC reference– Promissory note reference connected to Property IRC reference being moved through the use of the MERS

64. Further the Lenders address are reflected differently as well – ie the address to the Master Servicers of the REMICs.

65. The fabricated second deed of trust clearly evidences the MERS system as an IRC inventory complex data tracker by use of bar code scanning and embedded coding upon the instrument. Which means that the Mortgage Electronic Registration System itself was programed to actively fabricate a deed of trust.

66. The Attorney Foreclosure manuals used in conjunction with the foreclosure process is what is transmitted to Council. Defendant has conducted various audit upon the MERS internal system.

67 The REMIC II intellectual property – once foreclosed, becomes an electronic transmittal of a depreciated asset from one accounting leger to another. Therefore, Defendant by law holds the right to purchase back the asset for what it was written off for

68. Exhibit 5 Compare Doc#2011- 0411709 First **"Assignment of Deed of Trust"** to Doc#2012-0129567 – Second **"CORPORATION ASSIGNMENT OF DEED OF TRUST/ ~~MORTGAGE~~"** , Ex E Note that no Corporation Assignment of Deed of Trust exists from Countrywide, the word mortgage is struck, and the no direct transfer into the actual trust exists, only a transfer to HSBC.

69. These are evidencing the 2008-2010 Government allotted bonus depreciation allowance which allowed through such mergers to buy worthless sub-prime loans to get a 100 percent tax credit by cancelling it, Day one under 26 US Code Section 61 (a) (1) Cancellation of debt and conversion to income paid on a tax payer form 1099. Federal Rule Of Evidence 803(10) As Amended December 1, 2013 strike out indicates deletion. These arguments were the premise made by Kamala Harris in that if there were no mortgages then what exactly were you servicing and what exactly did you foreclose upon.

70. In being denied the right to submit this evidence, Defendant had now been unlawfully and illegally deprived of her property.

71 This is why Plaintiff refuses to provide the asset purchase FORM IRS 8594 because the REMICs are specifically designed (as outlined in their Pooling and Servicing and Supplementary prospectus) to hold only "abandoned" properties.

72. Under Article 8 UCC the Federalized Banking System and the Federal Government completely abandoned and outright ignored the 8-105 notices of adverse claim that I have been shouting at the top of my lungs for years

73. **I.R.C. 6662(a) includes section 7701(*o*)) (C) at least 60 percent of the amount of the total assets of which (at the close of the taxable year) consists of—(iii) certificates of deposit in, or obligations of, a corporation organized under a State law which specifically authorizes such corporation to insure the deposits or share accounts of member associations.** To which Defendant held upon all her properties undisclosed partnership interests with the Membership Enterprise MERS as nominee beneficiary to which 1099-A partnership interest have not been addressed and are in economic contrast to IRS 26 U.S. Code § 63 AND for the subrogation of an abandoned asset held under 2009 IRC 26 US Code 108 (i) that has cause a punitive tax assessed to Defendant , who by the settlement agents HUD I statement and operative law is a Creditor in her own home *SEE LIKE-KIND EXCHANGES IN PUBLICATION 544 and us code sec 61 (a) (1) 180 (I) AND FOR ADVANCE TAX PAYER FORM INFO ON 1099 A 1099 C.*

74. These issues are matter of Equity and Equity is Civil, b however because these

courts are actively engaging in wrongful foreclosures by such nefarious means, these issues are now crimes against the people they serve. There can be no doubt that the courts are engaging in Civil Racketeering.

75. Exhibit 4 is a true and correct copy of the Trustee's Deed Upon Sale that was introduced and admitted at Trial.

76. The extent of these extrinsic frauds includes but are not limited to Documentation of Collusion conducted at the lower level courts

77 The TDUS itself holds documented wire fraud conducted by Service Link Irvine in the transference of data (Title recordation's) via a roaming IP address bouncing upon unsecured networks – 206.194.117.266. Ex7 A Certificate of surrender of right to transact interstate business was filed by the Secretary of State of California Nov 22,2013 upon ServiceLink, Inc. Further HSBC was under a federal cease and desist by the OCC until September 2016, which means Plaintiff – whom has continueally refused to authenticate themselves, have presented frauds within frauds to the court.

78. These Assignments, and all of them, are a result of a computer program that was designed to fabricate documents. The architects of this system are the only ones whom could come forth as a direct source, but not as a true party of interest.

79. These contracts were designed for an imbalance of equities in exchange for direct collateralization.

80. These foreclosures are by the letter of the law – economic LOSS that did not qualify "Qualify" under traditional security requirements. Required under 17 CFR 339.1.

81 These Ultra Vires activates need to stop. Defendant has been teaching the people since 2009 as a front-line advocate with connections to Advocacy networks across the nation.

82. Defendant has been told many horrors of Judges and witness being killed or threatened whom hold such knowledge's, and Defendant has herself been the victim of multiple home invasions, various raids and government infusions. Faith cannot live like this... Defendant does not wish to be a martyr nor does she wish

harm upon others. However in knowing that the courts are in fact involved in advantaging this knowledge to harm the very people they are supposed to be protecting, Faith can no longer take a back seat to these activities. It is a violation of Defendants personal values and spiritual values.

83. Faith is bound to her beliefs and duties to God and these courts are bound by their Oaths "So help me God" Defendants name is very hard to live up to. It is for these reasons that these courts be moved not only by Defendant but by Faith itself.

84. A Jericho March is what some may refer to as a prayer walk by a group or congregation. The purpose is to pray for or against something and ask God to intercede, protect, or change something. For instance, many Jericho Marches have been prayed throughout the United States.

85. Not many living souls are able to be called to such Duties. These are duties unseen, unheard yet recognized. Therefor Defendant must answer the call in Holy Spirit that has been place before her. To ignore it would be far worse a punishment for the sake of mankind. In Faith, no weapon formed against me can prosper and it is through Great Faith in that this Special Appearance be heard.

86. Divine intervention is at this point not only needed, it is warranted. To continue in these ruses of hypothetical jurisdictions to pretend a "system" is a living breathing true person of interest is the very definition of insanity

87. Defendant now seeks audience with the Attorney Generals across this Nation to discuss a Grantor Recovery Rehabilitation and Reconstitution Act for the People under whom she swore Oaths to Protect their property rights. Defendant is a direct volunteer federal witness whom qualifies as a REALTOR by default through adversity and circumstance.

88. Defendant has made her choice to Stand under God to unite a divided nation through her Faith in mankind in order to restore the Faith back into these fallen courts and to promote healing and closure through Peaceful Acts and to fix this broken system we as a nation were lulled into.

Respectfully Submitted this 23th Day of June, 2017

X _____

Faith Lynn Brashear

MEMORANDUM OF POINTS AND AUTHORITIES

IN SUPPORT OF MOTION TO SET ASIDE JUDGMENT

I INTRODUCTION

This action was a limited jurisdiction over who has the right of possession to 1095 Lowry Ranch Road Corona CA 92881. A motion for Summary Judgement was held as outlined above in the Brief Summary, on June 22, 2017 The court found in favor of the Plaintiff, and Judgment was entered by minute Order that day.

Decedent seeks to set aside the Judgement and Statement of Decision pursuant to Code of Civil Procedure §663, and/or the "inherent power" of the court, inter alia, on the grounds that the sale was not in compliance with §2924 nor the Deed of Trust, as there was a complete and utter failure of proof that the sale was in compliance with Civil Code §2924, the Deed of Trust, and "title has not been duly perfected", as the evidence admitted shows the foreclosure was conducted by an illegal Trustee who did not have the "contractual power" to sell the property.

II STATEMENT OF FACTS

1 Plaintiff claimed to be a Bona Fide Purchasers for Value without Notice of any Defect in Title. As proof the Plaintiff submitted as evidence, and was admitted by the Court, Exhibit 1 "Trustee's Deed Upon Sale"

2. Plaintiff's counsel, argued that Civil Code §2924c makes a "conclusive presumption" Plaintiff "has not been making payments" and "Tile was perfected despite and Accommodation Stamp holding the verbiage "This Instrument is being recorded as an ACCOMODATION ONLY, with no Representation as to its effect upon title."

3. Plaintiff council lied. Civil Code 2924c does not provide a conclusive presumption of unassailable title. The Court in *Melendrez v. D & I Investment, Inc. (2005)* 127 *Cal.App. 4th* 1238 [26 *Cal. Rptr.3d* 413J specifically held ar Foot Note 26:

4. Defendants prior council and defendant both cited Rooz v. Kimmel, 55 Cal. App. 4th 573 (1997) before these courts which clearly outlines why Plaintiff failed to perfect title under 2924 (h)(c) **This opinion cites 25 opinions upon accommodation and what without Representation means;** Since Defendant is being denied transcripts though unreasonable fee demands, she can only attest to these activities as a first hand witness.

5. Section 2924's conclusive presumption language for TDUS applies only to challenges

to statutory compliance with respect to default and sales notices. In reaching this conclusion, we recognize that there is dictum that suggests that the conclusive presumption under section 2924 applies across the board to any claimed irregularities in the trustee's sale. The court in Moeller held that the presumption under section 2924 provides that the trustee's "sale has been conducted regularly and properly," and that, as against a BFP, the presumption operates to prevent he trustor from "attacking the validity of the sale." (Moeller, supra, 25 Cal.App.4th 822, 831.) Cases following Moeller have similarly described the conclusive presumption--applicable under section 2924 where the buyer is a BFP who has received a trustee's deed--as precluding any attack on the trustee's sale. (See Residential Capital v. Cal-Western Reconveyance Corp. (2003) 108 Cal.App.4th of validity under section 2924"J; 6 Angels, Inc. v. Stuart-Wright Mortgage, Inc. (2001) 85 Cal.App.4th 1279, 1286 [same]; Angell v. Superior Court (1999) 73 Cal.App.4th 691,699-700 whether the challenge relates to the trustee's compliance with procedural requirements 8 concerning the default and sale notices--we decline to follow such Interpretation. (See 4 Miller the foreclosure process"j.) "

6. In *Crummer* v. *Whitehead* (1964), *230 Cal, App. 2d* 264, 268 (1964), the court held that in 12 an unlawful detainer action "brought pursuant to Code of Civil Procedure § 1161 a (b)(3), the "Defendant (trustor or homeowner) was entitled to dispute the validity ofthe trustee's sale and to place respondent's title in issue," citing *Kartheiser v. Superior Court,* 174 *Cal. App.2d* 617, *620,*

7 The *Crummer* Court further held that "the burden of proof rested upon respondent to show that the trust property had been "duly" sold to him and that his title was "duly perfected."

8. The use of the statutory term "duly" requires that all of those elements necessary to a valid sale must exist. Title is "duly perfected" when all steps have been taken to make it perfect, that is, to convey to the purchaser that which he has purchased, valid and good beyond all reasonable doubt, but is not limited to good record title, as between the parties to the transaction. The term "duly" implies that all of those elements necessary to a valid sale exist, else there would not be a sale at all. The court in an unlawful detainer under Code of Civil Procedure, section 1161a, subdivision (4), has jurisdiction to determine the validity of such defenses. [Cited from *Kessler* (*Bridge* (1958) 161 *Cal App 2d Supp* 837, 838, an unlawful detainer action]. As held in *Ung v. Koehler (2005)* 135 *Cal.App.4th* 186 [37 *Cal.Rptr.3d 311J:* "Because nonjudicial foreclosure is a ""drastic sanction" and a "draconian remedy" *(Baypoint Mortgage Corp. v. Crest Premium Real Estate etc. Trust* (1985) 168 *Cal.App.Bd* 818, 827, *830),* " '[tjhe statutory requirements must be *"strictly complied with"* {Page 135 Cal.AppAth 203}, and a trustee's sale based on statutorily deficient notice of default is invalid' " *(Anderson* v. *Heart Federal Sav. & Loan Assn.* (1989) *208 Cal.App,3d 202,* 211, quoting *Miller* v. *Cote* (1982) 127 *Cal.App.3d* 888, 894.)" , and

compliance 2 IIwith §2924 must shown by proving the chain of title and trustee conducting the foreclosure [*Bank of New York Mellon v Vidal Preciado (Match 19,2014)* 224 *Cal.App. 4th Supp IJ*

III TITLE CANNOT BE BASED ON FRAUD, EVEN AS TO FAITH.

9. Plaintiff has asserted that Faiths title is unassailable. That would set back the law in this state by 100 years. A void deed cannot pass good title.

10. A deed that is forged is void. In *Wutzke v. Bill Reid Painting Service, Inc,* (1984) 151 *Cal.App.Ld* 36, 43 the Court held: "Forgery" is defined as "the act of fraudulently making a false document, or altering a real one to be used as if genuine... [3] When a deed is void ab initio, it "constitutes a nullity ... 'A void deed passes no title and cannot be made the foundation of a good title even under the equitable doctrine of bona fide purchase.' [4] It has been uniformly established that a forged document is void ab initio and constitutes a nullity; as such it cannot provide the "basis for a superior title as against the original grantor *(Firato v Tuttle,* 48 *Ca1.2d at p. 139)*

11. California Penal Code is in accord, §470, forgery is felony, Penal Code §115 intentionally recording a false document in the office of the county recorder, a felony; Penal Code §118, perjury, a felony; Penal Code §132 knowingly filing a false document in a court proceeding, a felony, Penal Code §532(f)(4) loan fraud by deliberate misrepresentation or omission in a recorded document.

12. The Court in *Trout* v. *Taylor* (1934), *220 Cal.* 652 at page 656 made that plain long ago holding: "Numerous authorities have established the rule that an instrument wholly void, such as an undelivered deed, a forged instrument, or a deed in blank, cannot be made the foundation of good title, even under the equitable doctrine of Bonafide purchase"

13. The Court in *Erickson v Bohne* (1955) *130 Cal.App.2d* 553 held at page 556: "And in 26 Corpus Juris Secundum, page 307 and 308 it stated: "A void deed *passes no title and cannot be made the foundation of a good title even under the equitable doctrine of bona fide purchase.* ""

14. In the recent 2012 case of *La Jolla Group II* v *Bruce (2012)* 211 *Cal.App.4th* 461 the Court held at head note 11 on page 477· "[11] .... Although the law protects innocent purchasers and incumbrancers, 'that protection extends only to those who obtained good legal title .... [A] forged document is void ab initio and constitutes a nullity "

15. Here, the forged, fabricated, false documents is the ""TDUS" is void, and no title has been passed to Plaintiff, who is stranger to the note and deed of trust, lacking standing to sue, and never acquired title to the property, as there is no proofMTC Fiancial ever replaced first American Title. Only the Trustee of recorded in the recorded documents can sell the property [Civil Code 2934a(1) (4)

IV THE FORECLOSURE SALE DOES NOT COMPLY WITH CIVIL CODE §2924 et seq. NOR CAN THE TITLE BE "DULY PERFECTED"

16. Defendant/borrower's Deed of Trust ["DOT"- Exhibit 1] is a contractual agreement whereby the Defendant agreed to transfer a freehold use of a fee simple title of his home to the Trustee as an undisclosed security agreement for repayment of a separate promissory note. The Trustee was empowered by the "power to sell" the property in the event of borrower's default. Faith was never in default of a mortgage.

17 The "DOT" further sets forth the manner and method in which a Trustee may be substituted. If a Trustee is substituted, he succeeds to title, powers and duties of the prior Trustee, thus the substitution is a transfer of interest in real property

18. The "DOT" discloses Recon Trust was the initial Trustee;. Countrywide was the Lender; and Donna Beltz was the borrower/trustor [Exhibit 1], with the borrower and Lender agreeing in §24 Substitution of Trustee" of the "DOT· *"the Lender, at its option, from time to time, may appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder where the property in which the property is located"*

19. The Courts have already ruled the parties may make their own rules of how the trustee may be substituted. *[Jones v. First American Title Ins. Co. (2003) 107 Cal.App.4th* 381 at last ~ of head note 2]. §24 of the "DOT" is similar to Civil Code §2934a in its provisions. This is a contractual provision of the "DOT", the same as the "power to sell" clause is. In *Bank of America v. La Jolla Group* 11 *(2005)* 129 *Cal.App.otli 706 [28 Cal.Rptr.3d 825J,* the Court of Appeals held that if a trustee is not contractually empowered underthe"DOT"toholdasale,itistotallyvoid.Ithasnolegaleffectwhatsoever.Titledo esnot transfer. [see *Dimock v. Emerald Properties, infra* illegal trustee is a

void sale under contract of deed of trust].

20. At Trial in this action there was no proof that HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE DEUTSCHE ALT-A SECURITIES, INC. MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2001-OA4 replaced the original Trustee, Recon Trust Co as only the Trustee's Deed Upon Sale [Exhibit 6] and a self-serving Document Substitution of Trustee executed by the non-bank servicer whom issued a 1099-A proclaiming to be the original lender after the assignment was made.[Ext 7] were offered up for Judicial notice and admitted into evidence. .[Ext 8]

21. Civil Code §2934a(4) provides that the substitution takes effect upon the recordion of the substitution of Trustee. with MTC Recon Trust However, §24. Substitution of the Trustee of the "DOT" only allows the Lender/Beneficiary to substitute the 22 trustee [as does Civil Code §2934a]." And since Specialized Loan Servicer proclaimed HSBC was the original lender before a multitude of federal agencies under direct disputes demanded by Defendant, this would mean that HSBC was neither.

22. Thus the Plaintiff has failed to comply with contractual terms of the Deed of Trust, failed to prove that MTC Financial was in fact the legal trustee and thus is not in accordance with Civl Code §2924, and failed to show it "perfected title", as on the face of the record, it is an illegal Trustee Sale 25 the same as in *Dimock* v *Emerald Properties (2000)* 81 *Cal.App. 4th* 868 [97 *Cal.Rptr.Zd* 25 5J which was followed in *Lona v. Citibank, NA. (2011) 202 Cal.App.4th* 89 in finding that tender is not required when the sale is based on legal issues (fraud, illegal trustee), rather than equitable issues.

23. Thus the Plaintiff has failed to comply with contractual terms of the Deed of Trust, failed to prove that The Mortgage LAW Firm was in fact the legal trustee and thus is not in accordance with Civl Code §2924, and failed to show it "perfected title", as on the face of the record, it is an illegal Trustee Sale the same as in *Dimock* v *Emerald Properties (2000)* 81 *Cal.App. 4th* 868 [97 *Cal.Rptr.Zd* 25 5J which was followed in *Lona v. Citibank, NA. (2011) 202 Cal.App.4th* 89 in finding that tender is not required when the sale is based on legal issues (fraud, illegal trustee), rather than equitable issues.

24. This does not even touch the electronic recordation's being conducted by Service Link Irvine. Defendant requests judicial notice of the Letter from Kimberly A Rector – Assistant Clerk of the Board of Supervisors responding to Defendants request under the Publics Records Act. Defendants discoveries

were not allowed to be presented. This letter outlines that the documents submitted to recording came from Service Link Irvine. There is no company registered with the Secretary of State under Service Link Irvine. Defendant has verified that the only company registered with the Secretary of State Filed a Certificate of Surrender of Right to Transact Intrastate Business is ServiceLink, Inc. Plaintiff has committed wire transfer fraud. [Ex 9]

25. Plaintiff council, under the MERS system, has submitted frauds upon these courts by providing electronically fabricated fraudulent title recordation's. At his point unless Plaintiffs council can cough up The Majority Action Affidavit mandated under 2941.9(d) before his answer can be submitted. Should Plaintiffs council attempt this, then he will need to have the Certificate holders explain how they can move to action under a REMIC that has been suspended upon the Securities and Exchange Commission since 2009. [Ex 10]

V THE COURT FAILED TO FOLLOW THE DOCTRINE OF STARE DECISIS

26. The Trial Court declined to follow the recent case of *The Bank of New York Mellon v Vidal Preciado* 224 *Cal.App. 4th Supp* 1 *[hereafter referred to as Preciado j,* In *Preciado* the Trial Court held, as did the Trial Court herein, the *"Trustee's Deed Upon Sale was good enough/or him"*, however the Appellate Division reversed the lower Court's holding on the last page of its decision, that a Plaintiff in an unlawful Detainer action has to prove up the chain of Trustee from the Deed of Trust to the Trustee's Deed Upon Sale, as well prove the chain of the Beneficiary, to prove that Plaintiff has met its burden to prove it has complied with Civil Code §2924 et seq, and that title has been "duly perfected title" Her Honor failed to follow the Doctrine of Stare Decisis.

27. In *Auto Equity Sales, Inc. v. Superior Court (Hesenjlow)* (1962) 57 *Cal.2d 450 [20 Cal.Rptr* 321,- 369 *P.2d* 93 our Supreme Court held at Head Note [5] the Appellate Division had exceeded its authority by not following the decision of the Court of Appeals, where the Appellate decision said the Court of Appeal ruling was erroneous, all tribunals exercising inferior jurisdiction are required to follow decisions of courts exercising superior jurisdiction. It is not their function to challenge the decisions of a court of superior jurisdiction.

28. Although the Honorable Irma Pool Ashberry is a sitting Superior Court Judge, she was sitting as a Judge in a "limited jurisdiction" court trying this unlawful detainer for under $25,000.00, and his court is inferior to' any Appellate Division. In failing to follow the ruling in *The Bank of New York Mellon v Vidal Preciado,* her Honor acted in excess of his jurisdiction.

29. Plaintiff council may try to site another San Bernardino Case stating that this case was "overruled" *Preciado,* but that case was approved for publication, and it is sanctionable to cite an unpublished California opinion. Further it anything opposing council says is hearsay whom has severely tainted this case with more rebuttable presumptions than Defendant has time to write or need to argue for the purposes of this motion.

VII PLAINTIFF'S CASES ARE NOT ON POINT

30. These courts asserted that there are absolute "sweeping denial" of any defense to any illegal sale, or invalid deed, and specifically as to this unlawful detainer proceeding the moment Defendant stepped through these doors. This is false. Following Plaintiffs councils argument, there could never be a challenge to the legality of a trustee sale, thereby denying the defendant his constitutional due process.

31 *Gomes v. Countrywide Home Loans, Inc. (2011)* 192 *Cal.App.4th* 1149, *and its progeny, including* Jenkins and *the most recent slip opinon of Saeed Keshtgar v U S. Bank N A, as Trustee.* These cases are all pre-foreclosure cases which rulings all stated the Plaintiff failed to set forth specific facts that support the conclusions in the complaint, while *Glaski* v, *Bank of America, NA, (2013)* 218 *Cal.App.4th 1079* and *Preciado , Wutzke v. Bill Reid Painting Service, supra, La Jolla*

32. *Group IIv. Bruce, supra, Schiavon* v, *Arnaudo Brothers (2000)* 84 *Cal.App. 4th* 374 *[100 Cal.Rptr.2d 801]* are all challenges to the "perfection of the title", and are in favor of the owner over a TDUS even if the TDUS paid value and is without notice of any defect! The TDUS did not offer any indication that any amount was ever paid at auction as there was no documentary transfer tax upon the TDUS [Ex 6]

33. In the instant action both Code of Civil Procedure §1161a(b)(3), the statutory grounds for unlawful detainer after a foreclosure, and Civil Code §2924 et seq are specific statutes, the former controlling the sale of property after a foreclosure, and the latter statute(s) stating the manner in which a non-judicial foreclosure must be followed to be valid. Both statutes must be read together, in harmony with each, or inconsistent and invalid results will occur, and due process is violated.

34. In Plaintiff's authority *Gomes,* the complaint had two causes of action, (1) Wrongful Initiation of Foreclosure, alleging the plaintiff did not know the entity who owns the beneficial interest of his the second cause of action is seeking declaratory relief asserting the legal basis to the first claim, that MERS lacked

the authority to imitate the foreclosure. In denying the appeal, as 192 Cal.App.4th at 158, 159 the Court stated how the Plaintiff could have stated a cause of action:

35. "Gomes would have to plead that the specific party who initiated the foreclosure process was not the proper party to do so because assignments of the deed of trust were improperly backdated. (Ohlendorf, supra, 2010 U.S. Dist. Lexis 31098 at *22-23.) To conform to the theory pled in Weingartner, Gomes would have to plead that a trustee initiated the foreclosure proceeding but was not actually the trustee at the time. (Weingartner, supra, 702 F.Supp.2d at p. 1282.) However, Gomes has conceded that he cannot plead facts meeting those scenarios "because respondents have not recorded any assignments" or provided any descriptions of assignments. A plaintiff may allege on information and belief any matters that are not within his personal knowledge, if he has information leading him to believe that the allegations are true' " , and thus a pleading made on information and belief is insufficient if it "merely assert[s] the facts so alleged without alleging such information that 'leadls] [the plaintiff} to believe that the allegations are true. Because Gomes has conceded that he has no specific information about assignments of the Note, he would not be able to plead on information and belief, based on facts leading him to believe they were true, the theories alleged in Ohlendorf and Weingartner. We therefore conclude that the trial court properly sustained the demurrer without leave to amend."

36. *DebrunnervDeutscheBankNational Trust Co, (2012) 204 Cal.App.4th* 433 followed *Gomes*. There Plaintiff raised several issues related to the validity of the transfer of the deed of trust, predicated on a single contention that no foreclosure of a deed of trust is valid unless the beneficiary is in possession of the underlying promissory note. The Court found that contention without merit, holding it did not have to look to the Commercial Code for guidance as suggest~d by appellant, as sections 2924 through 2924k do not require that the note be in the possession of the party initiating the foreclosure", and added that the Commercial Code section 3301 regarding notes, do not apply in a nonjudicial foreclosure.

37 That leaves us solely with Civil Code §2924(a)(6), that only the valid Trustee and the beneficial owner of the promissory note may initiate a foreclosure, which was not done in this case. Likewise in *Jenkins* v *JP Morgan Chase Bank, NA" (May 17,2013)* 216 *Cal. App. 4th 497* at pages 511-513 the Court held a borrower may not enjoin a foreclosure without asserting the specific facts that the beneficiary or beneficiaries agent lacked proper authority"

38. As shown above, the Plaintiffs, whom has never once made an appearance, evidence at Trial has proved the specific facts of an illegal Trustee and beneficiary, and the sale was based on fraud, forged documents, legal issues. Plaintiffs cases are not for an unlawful detainer action after a non-foreclosure has been completed. Further Plaintiff's witness were caught in lies on the stand, caught entering fabricated evidence, and have conducted actual documentable REO transaction between themselves and the Head Justice Daniel Otellio's 10% vested ownership interest Real Estate Company First Team Real Estate where his wife hangs her license. [Ex 11]

39. An unlawful detainer after a foreclosure has been completed, is brought pursuant to Code of Civil Procedure §1161a(b)(3), and the elements of a post foreclosure unlawful detainer the on, (2) there was a three day written notice given to the person(s) sought to be removed (3) served on, (2) there was a three day written notice given to the person(s) sought to be removed (3) served in compliance with Code of Civil Procedure §1162, (4) the defendant failed to leave after the expiration of the three days notice, (5) the sale was in "accordance" with Civil Code §2924, and (6) title has been "duly perfected" thus in bringing this action, without verification of exactly whom under the REMIC was authorizing HSBC to bring forth such an action. Plaintiff specifically put in issue whether its title. Validity of title is not tested until tried in court, as a foreclosure in NOT a judicial determination.

VIII THE COURT MUST TRY TITLE

40. Plaintiff bears the burden, and must "prove a sale in compliance with the Statutes and deed of trust, followed by purchase at such sale, and the defendant may raise objections" on that phase of the issue oftitle. *[Cheney v. Trauzettel* (1937) 9 *Cal.2d* 158, *159-160J* The defendant is entitled to dispute the validity of the trustees sale and place the purchaser's title in issue. The burden of proof is on the purchaser to show to show the trust property had been duly sold to him and that his title was duly perfected. *[Crummer v. Whitehead* (1964) *230 Cal.App.2d* 264 *j*

41. In *Kessler* v. *Bridge* (1958) 161 *Cal.App.2d Supp.* 837 [327 *P.2d 241j,* an unlawful detainer case after foreclosure sale, the Court held it is competent to assert in an action under Code of Civil Procedure, section 1161a, subdivision (3), that the trust deed was not in default, even though the finding to such effect depends in part upon equitable estoppel of the beneficiary; and the validity of the sale and of the trustee's deed was held to be so directly in issue in unlawful detainer that the judgment therein was res judicata (Seidell v Anglo-California Trust Co. (1942), 55 CaLApp.2d 913 [132 P.2d 12]) and that case is authority that lack of consideration for a note in question was a legal issue to be determined in the unlawful detainer action (p. 922). Although there was a

strong dissent, based in part upon *Cheney v. Trauzettel* (1937), 9 *Cal.2d* J58, the Supreme Court denied a hearing in the Seidell case. The holding in Altman v McCollum, supra, pages 855-856, is to the effect that

42. Code of Civil Procedure, section 89, relating to jurisdiction of municipal courts has expressly conferred upon them power to consider equitable defenses in suits under Code of Civil Procedure section 1161 a. Title here is also a legal question.

43. The Court in the more recent case of *Malkoskie v. Option One Mortgage Corp. (2010) 188 Cal.App.4th* 968 also disagrees with Plaintiff holding: "Because the complaint was brought under section 1161 a, it was proper for limited issues pertaining to the validity of title obtained by Wells v *Trauzettel* (1937) 9 *Cal.Zd 158,160) .. Because* the sole basis upon which Wells Fargo asserted its right to possession of the property was its "duly perfected" legal title obtained in the nonjudicial foreclosure sale, the validity of Wells Fargo's title had to be resolved in the unlawful detainer action. "Under section 1161 a, Code of Civil Procedure, a purchaser who has acquired the title at such trustee's sale must prove that the property was sold in accordance with section 2924 of the Civil Code under a power of sale and that title under the sale has been duly perfected. Under such unlawful detainer statutes title to the extent required by section 1161 a not only may but must be tried .... " as res judicata applies.

44. In *Asuncion v. Superior Court (W* C. *Financial, Inc) (1980) 108 Cal.App.Sd* 141 [166 *Cal.Rptr 306]* the Court held: "[1].... homeowners cannot be evicted, consistent with due process guaranties, without being permitted to raise the affirmative defenses which if proved would maintain their possession and ownership. Such a procedure would be as unfair ...."

45. In *Kartheiserv. Superior Court (Bisno)* (1959) 174 *Cal.App.Zd* 617 [345 *P.2d 135]* the Court held at head note 2a: "[2aJ It is argued that that issue is not in the unlawful detainer action because title cannot be tried in such a summary proceeding. Conceding that to be the general rule, it is not applicable where the validity ofthe trustee's sale is attacked. Ifhe has not pursued the terms of the trust deed and the statute the trustee's deed passes only a vulnerable title. [3] "In an action for unlawful detainer, section 1161a therefore necessarily requires proof that the property was 'duly sold in accordance with Section 2924 of the Civil Code,' and that 'the title under the sale has been duly perfected.' (Italics ours.) Under such unlawful detainer statutes it has been held that title, to the extent required by section 1161a, 'not only may, but must be tried in such actions if the provisions of the statutes extending the remedy beyond the cases where the conventional relation of landlord and tenant exists. are not to be judlcially nullified."

IF THE COURTS TRIAL DEFENDANTS TITLE IT WILL BECOME A PERMINANT PART OF HISTORY

These courts are already facing a Title 42 grievance and Anti Slapp Action for malicious prosecutions. You cannot lay claims the Defendant, Faith whom holds ADA protections with witnessed speech impediments – did not willingly object.

Defendants case hold specific knowledge of the timing mechanisms and triggering devices that were used to emulate Defaults. In Faith's initial Federal Case she confronted Judge Terrance Hatter as to why he backdated an Order to a specific date. The date this particular order directly corresponded to specific algorithms within the contracts themselves which show a termination date prior to the contracts term date. To trial Defendant, a test for conditions subsequent would be pulled forward to show that Faith knew the courts were conducting Real Estate transactions through the courts.

The implications of use of the MERS system into the courts data system, if proven, would create massive Civil Unrest. The information that these courts are in fact engaged in tampering with a direct source witness, in and of itself, has stirred the general public at large. To hold actual proof that Defendant was correct in this assessment is already damaging enough to raise probable cause these algorithms exist.

Defendant cannot be Triad. These issues are matters of National Security and have no business being in these courts. It is bad enough that the court has taken upon themselves to engage in these activities on the side as a result of these Dirty Deeds.

Defendant stems from this industry with backgrounds in both Residential and Commercial Lending, Appraisal, Contract Law, Property Renovations, Development and Eco Green Development projects whom has been baptized in law by fire. To be stripped from being able to contribute productively to society at large and forced into such retaliation and trade restrictions, has not only denied Defendant of Trade, it has obstructed Defendant Faith from her true nature.

It's time to make a choice. In RE: the GRRR Act.

PRAYER FORE RELIEF

46. #1) Divine intervention though Good Faith Acts under this Jericho March.

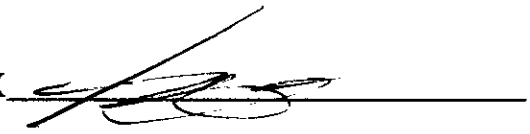
47. #2) Grantor Restitution

48. #3) Grantor Restructure

49. #4) Grantor Recovery

50. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on June 27th, 2017 Written in Ernest in the promotion of Peace and Prayed for across this Nation.

Respectfully submitted this 27th of June, 2017

X 

Faith Brashear WINTESS/ REALTOR

VN148

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address)	Telephone Number	FOR COURT USE ONLY
Faith Brashear REALTOR Witness 1095 Lowry Ranch Road Corona CA 92881 ATTORNEY FOR (Name):	951) 268-4042	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside ☑ Limited Civil Case ☐ 4050 Main St Riverside Ca 92501		
PLAINTIFF/PETITIONER: HSBC NA as Trustee for Certificate Holders DEFENDANT/RESPONDENT: Faith Brashear erroneously sued as Donna Beltz		
ORDER GRANTING MOTION TO ☐ SET ASIDE DEFAULT ☑ VACATE DEFAULT JUDGMENT ☐ STAY EXECUTION OF JUDGMENT		CASE NUMBER: MVC1603595

1. Defendant's motion in the above-entitled action came on for hearing before the court on _____
   Plaintiff: ☐ Appeared ☐ in pro per ☐ No appearance
   ☐ With counsel _____
   Defendant: ☐ Appeared ☐ in pro per ☐ No appearance
   ☐ With counsel _____
2. The court being fully advised of the arguments and having considered the evidence on file in this case, finds:
   a. ☐ The judgment was entered against the defendant due to
      ☐ Defendant was mistaken as to some material fact or law relating to defendant's duty to respond.
      ☐ Through inadvertence and/or oversight, defendant failed to respond timely.
      ☐ Defendant was prevented from responding due to an unexpected condition or situation which arose, without any default or negligence on his/her part, and which ordinary care could not have prevented.
      ☐ Other: _____
   b. ☐ Execution of the judgment should be stayed because:
      ☐ execution at this time would cause defendant to suffer hardship.
      ☐ the judgment has been set aside or modified in accordance with the defendant's motion to vacate default judgment.
      ☐ the judgment has been set aside or modified in accordance with defendant's motion for a new trial.
      ☐ the judgment has been set aside or modified in accordance with defendant's motion for judgment not withstanding the verdict.
      ☐ the judgment has been set aside or modified in accordance with defendant's motion for relief from forfeiture and restoration of the tenancy under section 1179 of the Code of Civil Procedure.
3. IT IS HEREBY ORDERED THAT:
   ☑ the judgment heretofore entered in this action against defendant Faith Brashear is hereby vacated and set aside.
   ☐ the writ of execution is hereby recalled and quashed.
   ☐ the clerk shall immediately notify the Sheriff's office that the Writ of Execution in this matter is recalled and quashed.
   ☐ the clerk shall set and notify the parties of a new trial date.

Date: _____

_____
Judicial Officer

EXHIBIT – 1

Deed of Trust

This must be signed to be a
"CERTIFIED COPY"

I hereby certify that the foregoing document,
which consists of [illegible] page(s), is a true and
correct copy of the original document on file
and of record in my office.

[illegible]

COUNTY CLERK • MCCOLLUM

Recording Requested By
First American Title Company
Riverside Resale

Recording Requested By:
T DUFFY

DOC # 2007-0319880
05/14/2007 08:00A Fee:75.00
Page 1 of 23
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
AL ACUNA

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			23						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									013

[Space Above This Line For Recording Data]

2698776
[Escrow/Closing #]

00016536826405007
[Doc ID #]

T
013

DEED OF TRUST

MIN 1001337-0002108190-9

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated MAY 02, 2007 , together with all Riders to this document.
(B) **"Borrower"** is
DONNA BELTZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

23991

1653682640000001006A

Borrower's address is
1095 LOWRY RANCH ROAD, CORONA, CA 92882
Borrower is the trustor under this Security Instrument.
(C) "**Lender**" is
Countrywide Bank, FSB.
Lender is a FED SVGS BANK
organized and existing under the laws of THE UNITED STATES
Lender's address is
1199 North Fairfax St. Ste.500, Alexandria, VA 22314
(D) "**Trustee**" is
ReconTrust Company, N.A
225 West Hillcrest Dr , MSN TO-02, Thousand Oaks91360
(E) "**MERS**" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(F) "**Note**" means the promissory note signed by Borrower and dated MAY 02, 2007 The Note states that Borrower owes Lender
ONE MILLION FIVE HUNDRED THOUSAND and 00/100

Dollars (U.S. $ 1,500,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 01, 2037
(G) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] Other(s) [specify]

(J) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "**Escrow Items**" means those items that are described in Section 3.
(N) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii)

conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of RIVERSIDE :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

lot 47 of tarct 29617,in the city of corona,as shown by map on file in book 365 pages 84 through 95,inclusive of maps, in the office of the county recorder of riverside county,california.

See attached exhibit "A" for complete legal description

Parcel ID Number: 1162900476 which currently has the address of

1095 LOWRY RANCH ROAD, CORONA ,

[Street/City]

California 92881 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including,

but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of

paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower

shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security

Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in

compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

DOC ID #: 00016536826405007

State of California
County of Riverside } ss.

On May 03, 2007 before me, Tammy Evans
notary public personally appeared

Donna Beltz

, ~~personally known to~~ me
(or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she/~~they~~ executed the same in ~~his/~~her/~~their~~ authorized capacity(~~ies~~), and that by ~~his/~~her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Tammy Evans (Seal)

TAMMY EVANS
Commission # 1497098
Notary Public - California
Riverside County
My Comm. Expires Jun 27, 2008

ADJUSTABLE RATE RIDER

(PayOption MTA Twelve Month Average Index - Payment Caps)

2698776 [Escrow/Closing #] 00016536826405007 [Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this SECOND day of MAY, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Countrywide Bank, FSB.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

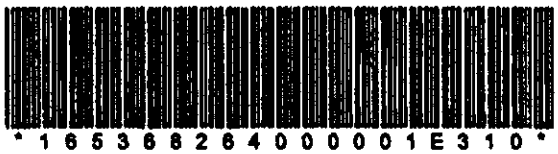
1095 LOWRY RANCH ROAD
CORONA, CA 92882
[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:



2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first monthly payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 8.375 %. Additional days interest collected prior to the first monthly payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at a yearly rate of 1 000 %. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by this Section 2 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the first day of JULY, 2007 and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interst Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index"

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE & 40/100 percentage point(s) (3.400 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the FIRST day of each month beginning on July, 2007 I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under the Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 01, 2037 , I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
P O. Box 10219, Van Nuys, CA 91410-0219

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. $ 4,824.59 unless adjusted under Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first day of JULY, 2008 and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500% of my prior monthly payment. This 7 500% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1 075 The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent (115 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my Minimum Payment would cause me to exceed that limit, I will instead pay a new Minimum Payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the tenth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, the Note Holder may provide me with up to three (3) additional payment options that are **greater** than the Minimum Payment, which are called "Payment Options." The Payment Options are calculated using the new interest rate in accordance with Section 2(D). I may be given the following Payment Options:

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

-Borrower

-Borrower

-Borrower

-Borrower

Title Order Number:
File Number: RRI-2698776

Exhibit "A"

Real property in the City of Corona, County of Riverside, State of California, described as follows:

PARCEL 1:

LOT 47 OF TRACT NO. 29617, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 365 PAGES 84 THROUGH 95, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AND MINERALS OF EVERY KIND ON, IN AND UNDER THAT MAYBE PRODUCED FROM SAID PROPERTY; AND PROVIDED, HOWEVER, SUCH RIGHTS SHALL NOT BE EXERCISED WITHIN 500 FEET OF THE SURFACE OF SAID LAND AND THERE SHALL BE NO SURFACE ENTRY AS RESERVED IN A DEED RECORDED SEPTEMBER 16, 1977 AS INSTRUMENT NO. 181966, OF OFFICIAL RECORDS.

RESERVING FROM SAID LAND, FOR THE BENEFIT OF GRANTOR, ITS SUCCESSORS IN INTEREST, AND OTHERS, EASEMENTS FOR ACCESS, USE, ENJOYMENT, MAINTENANCE, REPAIRS, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THAT CERTAIN DECLARATION OF ESTABLISHMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR CROWN RANCH ESTATES, RECORDED OCTOBER 21, 2004, AS INSTRUMENT NO. 04-834126, OF OFFICIAL RECORDS, INCLUDING ALL AMENDMENTS AND/OR ANNEXATIONS THERETO ("DECLARATION").

PARCEL 2:

NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT, DRAINAGE, ENCROACHMENT, SUPPORT, MAINTENANCE, REPAIRS, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION.

APN: 116-290-047-6

EXHIBIT – 2
FABRICATED DOT

This must be in red to be a "CERTIFIED COPY"

DOC # 2011-0411709
09/16/2011 09:37 AM Fees: $21.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

This document was electronically submitted to the County of Riverside for recording
Receipted by: MABRERA

Recording Requested By:
Bank of America
Prepared By: **Mary Ann Hierman**
450 E. Boundary St.
Chapin, SC 29036
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036

DocID# **10316536826429752**

Property Address:
1095 Lowry Ranch Rd
Corona, CA 92881-4736

CA0-ADT 14519915 9/2/2011

This space for Recorder's use

MIN #: 1001337-0002108190-9 MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474** does hereby grant, sell, assign, transfer and convey unto **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING LP FKA COUNTRYWIDE HOME LOANS SERVICING LP** whose address is **9062 OLD ANNAPOLIS RD, COLUMBIA, MD 21045** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender:	**COUNTRYWIDE BANK, FSB**
Original Borrower(s):	**DONNA BELTZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY**
Original Trustee:	**RECONTRUST COMPANY, N.A**
Date of Deed of Trust:	**5/2/2007**
Original Loan Amount:	**$1,500,000.00**

Recorded in **Riverside County,CA** on: **5/14/2007**, book **N/A**, page **N/A** and instrument number **2007-0319880**

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on 9/2/11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: _____
Miguel Romero, Vice President

State of California
County of Ventura

On 9-7-11 before me, Victoria Cook, Notary Public, personally appeared **Miguel Romero**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VICTORIA COOK
Commission # 1801310
Notary Public - California
Ventura County
My Comm. Expires Jun 28, 2012

Notary Public: _____ (Seal)
My Commission Expires: _____

attached: ADOT
Borrower(s): Donna Baltz

EXHIBIT – 3
2009 TILA Recession

Faith Lynn Brashear
1095 Lowry Ranch Road
Corona, California 92881
Tel: 951-268-4042
Fax: 855-204-0859

Plaintiff *in pro se*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE – Historic Courthouse

FAITH LYNN BRASHEAR, an individual,

Plaintiff

vs.

HONGKONG AND SHANGHAI BANKING CORPORATION DBA HSBC BANK USA, NATIONAL ASSOCIATION, as Trustee of the Holders of the Deutsche Alt-A Securities, Inc., Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-OA4; THE MORTGAGE LAW FIRM, PLC, as Trustee and Agent of a Beneficiary; as agent for Wells Fargo Bank, N.A., RYAN REMINGTON, an agent of The Mortgage Law Firm, PLC; SPECIALIZED LOAN SERVICING LLC, as servicer for HSBC Bank USA, National Association, as Trustee for the Holders of the Deutsche Alt-A Securities, Inc., Mortgage loan Trust, Mortgage Pass-Through Certificates Series 22007 –OA4; AMI MCKERNAN, an officer and agent of Specialized Loan Servicing LLC, and All persons and entities claiming any right to real property located at _____and Does 1-20, inclusively,

Defendants

Case No.: RIC 1508101
Assigned to Hon. _____, presiding

EXHIBIT 6

2009 Recession letter with supporting documents

2009 Forensic Audits outlining TILA violation.

Filed with Verified Complaint (CCP §529, et al.)

Countrywide Home Loans Inc
1199 North Fairfax St. Ste.500
Alexandria, VA 22314

RE: 1095 Lowry Ranch Road, Corona CA 92881

Wednesday, March 26, 2009
To whom it may concern,

We have had a full investigation of our loan and purchase transaction performed by a certified professional mortgage and loan audit review company, which we pursued after being informed by several leading attorneys that if the disclosed finance charges do not vary from the actual finance charges by more than $35, it is considered accurate. We were shocked to find out that this was not the case in our situation. We have come to find out through these investigations that we were grossly misled by Countrywide. This company has fraudulently understated the following with regards to our loan.

1. The "**APR**", Annual Percentage Rate is deceptively and fraudulently understated by **1.489%**
2. The "**Finance Charge**" and "**The Total of Payments**" are deceptively and fraudulently understated by **$662,502.47**
3. In the Area titled "Your **Payment Schedule Will Be**" the payments are deceptively and fraudulently disclosed as:
   12 Payments of **$4824.59**
   12 Payments of **$5186.43**
   12 Payments of **$5575.41**
   3 Payments of **$5993.57**
   320 Payments of **$13,461.08**
   1 Payments of **$13,463.07**

On the Truth in Lending Disclosures under the Sections titled "**Your Payment Schedule Will Be**", for the payments to be accurate as stated in the Adjustable Rate Note and Rider the payments should have been disclosed as:

1 Payments of **$4824.59**
11 Payments of **$4824.59**
12 Payments of **$5186.43**
4 Payments of **$5575.41**
260 Payments of **$15,218.93**
71 Payments of **$15,218.88**
1 Payments of **$15,219.01**

4. Under "**Variable Rate Feature**" it states "your loan has a variable rate feature." *Statements about the variable rate feature having been provided to the borrower earlier are* fraudulent. The variable rate feature was not disclosed until closing.
5. We were not asked to sign an agreement that we didn't want separate disclosures for the itemizations on the Good Faith Estimate, Settlement Statement and Truth-in-Lending forms as required by Title 12 code of Federal Regulations, 226.18 et esq.

FURTHER it is our understanding that in the Event of a foreclosure, the consumer may exercise the right of recession if the disclosed finance charge is understated by more than **$35**. Since our Finance charge was understated by **$669,088.63**, **WE ARE EXERCISING OUR RIGHTS** as we were completely misled by this lending institution and its representatives WITH REGARDS TO THESE LOANS. A reconvenance is therefore being filed as these liens against this property are invalid and FRUADULENT. Our rights have been completely violated.

Sincerely,

Donna M Beltz

here you go

2 messages

From: Donna Beltz <donna@tbddiv.com>
To: Faith Brashear <faith@betterquest.com>
Date: Friday, June 26, 2015 at 2:29:11 PM
Subject: Fwd: here you go

Begin forwarded message:

From: Faith Brashear <donna@tbddiv.com>
Date: September 3, 2014 at 10:59:26 AM PDT
To: Faith Brashear <faith@betterquest.com>
Subject: Fwd: here you go

Begin forwarded message:

From: Donna Beltz <donna@tbddiv.com>
Date: March 26, 2009 1:29:14 PM PDT
To: "Rob Salter" <robs@redollars.com>
Subject: here you go

Hello Rob,

There were two that I did. I wanted you to review them both and see what you think. Let me know...

--
Best regards,
Donna mailto:donna@tbddiv.com

AFTER RECORDING MAIL TO...
40 Kb

Beltz Final Audits

1 message

From: Donna Beltz <donna@tbddiv.com>
To: Faith Brashear <faith@betterquest.com>
Date: Friday, June 26, 2015 at 2:16:06 PM
Subject: Fwd: Beltz Final Audits

Begin forwarded message:

From: Donna Beltz <donna@tbddiv.com>
Date: April 21, 2009 at 4:33:34 PM PDT
To: Maria Murray <maria@tbddiv.com>
Subject: Fwd: Fwd: Fwd: Beltz Final Audits

It is official. all Negative amortization loans have Lender Fraud, Respa Violations and Section 32 TIL violations.

Anyone that has a Negative Am loan that we sold them, please make them aware. This company can only work through Brokers or Attorneys.

If anyone is fighting for their rights and hitting Forclosures, they have a right to know that the Lending Industry DEFRAUDED THE BROKERS AND IN TURN THE CLIENTS WERE DEFRAUDED ON THEIR LOANS.

Not all loans were affected, fixed rate term loans are holding well, but I would strongly advise ANYONE in financial distress to investigate their loan for these serious violations.

Rob has a team of Attorneys, Paralegal's and Legal professionals who are now begging to win these cases and restructure the loans, if not win the properties entirely.

THIS IS POWERFUL. AND THIS IS WRONG.

This is a forwarded message

From: Robert Hampton <rhampton@reasupportservices.com>

To: donna@tbddiv.com

Date: Tuesday, April 21, 2009, 3:07:57 PM

Subject: Fwd: Beltz Final Audits

==8<==========Original message text==========

Donna,

please see attached final audits for Banton.

thank you,

Robert Hampton

REA Support Services

Mbl 949-307-3067

Of. 951-651-1404

Fx. 877-433-0796

www.reasupportservices.com

BELTZ 2ND FINAL AUDIT.pdf (136.6 Kb) attached

BELTZ 1ST FINAL AUDIT.pdf (250.6 Kb) attached

----- Original Message -----

From:

To: rhampton@reasupportservices.com

Sent: Tue Apr 21 14:39

Subject: Fwd: Beltz Final Audits

Please see attached.....

Thank you!!!

Matthew Kreutzer

REA Support Services

Client Support Manager

Office 951.651.1400

Direct 951.566.2603

Fax 877.433.0796

reasupportservices.com

===8<==========End of original message text==========

MORTGAGE

Loan Audit & Loan Review

Client Name:
DONNA BELTZ

Lender Loan Number:
165368264

Subject Property Address:
1095 LOWRY RANCH ROAD, CORONA, CA 92882

REA SUPPORT SERVICES
1250 Corona Point Court Suite 107 Corona, California 92879

March 25, 2009

Donna Beltz
1095 Lowry Ranch Road
Corona, CA 92882

Dear Donna Beltz,

A review of your mortgage documents has been performed by REA Support Services. The results indicate that the mortgage note on your home is/maybe in violation of laws and regulations that have been set in place to protect you as the consumer. These include but are not limited to, the Truth in lending Act, Consumer Protection Act, Real Estate Settlement Procedures Act. , the Home Ownership and Equity Protection Act, and the Home Mortgage Disclosure Act.

Because of this and other reasons, it leads us to believe that you may be a victim of predatory lending and your right as a consumer may have/has been grossly violated and may have a claim for damages, including, but not limited to, the serious damage to your credit which is compensable under the law.

To independently validate these violations, you need to conduct a complete exam, audit, review and accounting of the mortgage loan from its inception through the present date.

Sincerely yours,

Marialena Varela
Director Of Operations

REA Support Services
1250 Corona Point Court Suite 107 Corona, California 92879

ADDITIONAL FINDINGS

VIOLATIONS FOUND
BASIC REQUIREMENTS

- There is no evidence found that disclosures were provided either at time of application or before consumer paid any nonrefundable fee.
- There is no evidence found that the booklet entitled "Consumer Handbook on ARMs" or a suitable substitute was provided.
- There is no evidence found that a statement that interest rate, payment, or the term can change.
- There is no evidence found that the index/formula with source of information was disclosed.
- There is no evidence found that an explanation of the interest rate/payment determination and margin.
- There is no evidence found that a statement explaining that the consumer should ask for the current margin and interest rate.
- There is no evidence found that the consumer was provided with the rules relating to changes.
- There is no evidence found that the consumer was provided with an historical example or the maximum interest rate and payment.
- There is no evidence that consumer was provided an explanation of how the loan payment can be calculated based on example.
- There is no evidence that the consumer was provided with information on, and timing of, adjustment notices.
- There is no evidence that the consumer was provided a statement that discloses for other variable rate loan programs that are available.

TILA & RESPA

RIGHT TO CANCEL NOTICES AND MATERIAL DISCLOSURES

Under the Truth In Lending Act ("Hereafter "TILA"), a homeowner has the absolute right to rescind most transactions for which the home is taken as collateral, other than transactions for the purchase of the home. TILA rescission rights arise automatically when the transaction satisfies the following three criteria: (1) the transaction is a consumer credit transaction; (2) in which a non-purchase lien or security interest is or will be placed; and (3) on the consumer's principal dwelling. Specifically excluded are transactions in which the loan is for the initial purchase or for construction of the property. Furthermore, if the mortgage debt is refinanced with the same lender, the right of rescission is limited to the new advance, if any.

In a rescindable transaction, each consumer must be given a copy of the disclosure statement with all "material" information correctly disclosed. If these material disclosures are not properly provided, the three-day right to rescind may be extended until one of the following events occurs: (1) the expiration of three years after consummation of the transaction; (2) the transfer of all of the consumer's interest in the property; or (3) the sale of the property. All persons entitled to rescind under TILA must receive two copies of the rescission notice rights and one copy of the material disclosures at the proper time and in the proper manner.

TILA requires that the rescission notice provide the following information: (1) the retention or the acquisition of a security interest in the consumer's principal dwelling; (2) the consumer's right to rescind; (3) how to exercise the right to rescind with a form for that purpose, designating the address of the creditor's place of business; (4) the effects of rescission; and (5) the date the rescission period expires.

3 DAY RIGHT TO CANCEL FINDINGS

According to the Uniform Residential Loan Application this loan is a Refinance of a Primary Residence which requires 2 copies of a 3-Day Right to Cancel Notice.

The loan documents provided contained 1 improperly completed rescission notices and a violation of TILA was identified.

Reference: Lenders must provide a notice of Right to Cancel or rescind the loan, if the transaction is an open end credit transaction, (Refinance or Heloc). There should be 2 copies for each Borrower and Borrower's spouse.

ONLY ONE COPY IS PROVIDED IN FILE.

Violation: REG Z 226.5 (a) (1) and 226.17 (a) (1), 15 USC 226.15 (b) and 226.23 (b).

Additional Comment: The only copy has manual dates handwritten in the date sections. They are missing the initials from Donna Beltz. Both sections should have her initials next to the handwritten dates.

Additional Comment: Copy is executed improperly. Form is not signed in the acknowledgement of receipt section.

THE INTENT & PURPOSE OF THE FEDERAL TRUTH IN LENDING ACT

The Federal Truth in Lending Act was enacted on May 29, 1968, as title I of the Consumer Credit Protection Act (Public Law 90-321), thus, the Truth in Lending Act implemented by Regulation Z (12 C.F.R. 226) became effective July 1, 1969. The Federal Reserve Boards Commentaries (Supp. I.) on Regulation Z also provide a wealth of information about the purpose of this Federal law and its need to protect consumers from inadequate and misleading disclosures.

The intent and purpose that Congress envisioned behind this Federal law is to ensure that credit terms are fully disclosed in a meaningful way. Therefore consumer(s) [namely borrower(s)] can compare credit terms more readily and knowledgably [15 U.S.C. §1601.1(a)] and certainly before '*consummation*' i.e. before being contractually obligated on a credit transaction [Regulation Z, 12 C.F.R.226.2 (13)].

The Federal Truth in Lending Act also promotes the informed use of credit [Regulation Z, 12 C.F.R.226.1(b)] and in so doing brings an awareness to a potential borrower (which he or she did not have before) as stated in [15 U.S.C. §1601.1(a)]. This awareness requires and places a legal obligation on creditor(s) to fully explain the nature, cost and effect of credits terms including definitions, which would otherwise would result in undisclosed credit terms.

By complying with the disclosure requirements (both oral and written) a consumer then is able to '*more readily compare credit terms*' with other institutions and most notably before consummation [Regulation Z, 12 C.F.R.226.2 (13)]. The consumer then has the freedom and choice to choose whether or not what has been explained is appropriate for their needs. A creditor who conceals or misrepresents a term or fails to explain its impact whether at the outset or during the course of the loan, whether paid outside closing or at or during closing, violates this Federal law and is subject to civil liability [15 U.S.C. §1640(a)].

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT FINDINGS:

1. The "**APR**", Annual Percentage Rate is deceptively and fraudulently understated by **1.489%**

2. The "**Finance Charge**" and "**The Total of Payments**" are deceptively and fraudulently understated by **$662,502.47**

3. In the Area titled "Your **Payment Schedule Will Be**" the payments are deceptively and fraudulently disclosed as:

12	Payments of	**$4824.59**
12	Payments of	**$5186.43**
12	Payments of	**$5575.41**
3	Payments of	**$5993.57**
320	Payments of	**$13,461.08**
1	Payments of	**$13,463.07**

On the Truth in Lending Disclosures under the Sections titled "**Your Payment Schedule Will Be**", for the payments to be accurate as stated in the Adjustable Rate Note and Rider the payments should have been disclosed as:

1	Payments of	**$4824.59**
11	Payments of	**$4824.59**
12	Payments of	**$5186.43**
4	Payments of	**$5575.41**
260	Payments of	**$15,218.93**
71	Payments of	**$15,218.88**
1	Payments of	**$15,219.01**

4. Under "**Variable Rate Feature**" it states your loan has a variable rate feature. Disclosures about the variable rate feature have been provided to the borrower earlier is fraudulent. The variable rate feature was not disclosed until closing.

5. Borrower was not asked to sign an agreement that he didn't want separate disclosures for the itemizations on the Good Faith Estimate, Settlement Statement and Truth-in-Lending forms as required by Title 12 code of Federal Regulations, 226.18 et esq.

ADDITIONAL NOTES TO BORROWER

Special rules apply to the finance charge tolerance if the (closed-end) rescindable mortgage transaction is involved in foreclosure action.

- The Disclosed finance charge is considered accurate if it does not vary from the actual finance charge by more than $35.

In the Event of a foreclosure, the consumer may exercise the right of recession if the disclosed finance charge is understated by more than $35.

Federal Truth-in-Lending Disclosure Statement
What Was Disclosed vs. What Was Under Disclosed

1. Annual Percentage Rate

Disclosed to Borrower(s)	Actual	Under Disclosed
8.59500	10.08400	**1.48900**

The "**APR**", Annual Percentage Rate is deceptively and fraudulently understated by **1.489%**

2. Finance Charge

Disclosed to Borrower(s)	Actual	Under Disclosed
$3,069,763.76	$3,732,266.23	**$662,502.47**

The "**Finance Charge**" is deceptively and fraudulently understated by **$662,502.47**.

3. Amount Financed

Disclosed to Borrower(s)	Actual	Under Disclosed
$1,456,262.78	$1,462,848.94	**$6,586.16**

4. Total of Payments

Disclosed to Borrower(s)	Actual	Under Disclosed
$4,526,026.54	$5,195,115.17	**$669,088.63**

The "**The Total of Payments**" is deceptively and fraudulently understated by **$669,088.63**

5. Disclosed Payment Schedule

# of Payments	Amount of Payment
12	$4824.59
12	$5186.43
12	$5575.41
3	$5993.57
320	$13,461.08
1	$13,463.07

In the Area titled "Your **Payment Schedule Will Be**" the payments are deceptively and fraudulently disclosed as shown above.

Actual Payment Schedule

# of Payments	Amount of Payment
1	$4824.59
11	$4824.59
12	$5186.43
4	$5575.41
260	$15,218.93
71	$15,218.88
1	$15,219.01

On the Truth in Lending Disclosures under the Sections titled "**Your Payment Schedule Will Be**", for the payments to be accurate as stated in the Adjustable Rate Note and Rider the payments should have been disclosed as shown above.

NOTES

The Federal Truth-in-Lending Disclosure Statement that were provided were not properly completed in that Under TILA, there are five material disclosures which must be provided:

(1) The Annual Percentage Rate ("APR"), including applicable variable-rate disclosures;

(2) The Finance Charge;

(3) The Amount Financed;

(4) The Total of Payments; and

(5) The Payment Schedule.

Taking certain tolerances into account, a misstatement of any one of these five disclosures constitutes a material nondisclosure.

Failure to provide clear and conspicuous material disclosures or to provide them at consummation and in a form that the consumer can keep, extends the right of rescission.

The disclosed APR on a mortgage Transaction is accurate if it is within one-eighth of 1 percentage point of the APR calculated under Regulation Z

In the Event of a foreclosure, the consumer may exercise the right of recession if the disclosed finance charge is understated by more than $35.

Mortgage Compliance Analysis Report

		Lender Loan Number:	165368264
Report Type:	Post-Close Mortgage Loan	Borrower Name:	DONNNA BELTZ
Report Date / Time:	03/25/2009 03:36PM (PDT)	Property Address:	1095 LOWRY RANCH ROAD
Report Version:	2		Corona, CA 92882

Risk Indicator	HOEPA	TILA	RESPA	State & Local Predatory	State Regs	Exceptions	Investor / Custom
MODERATE	✓	✗		✓			

Findings Summary

Federal HOEPA (Section 32)

	Result	Loan Data	Comparison Data	Variance
HOEPA High Cost Mortgage:	NO			
HOEPA Rate-based Test:	PASS	10.084%	12.930%	-2.846%
HOEPA Points and Fees Test:	PASS	$31,380.00	$117,027.92	$85,647.92
HOEPA Timing of Disclosure Test:	N/A			
HOEPA Balloon Payment Test:	N/A			
HOEPA Prepayment Penalties Test:	N/A			

Federal TILA

	Result	Loan Data	Comparison Data	Variance
TILA Finance Charge Test:	FAIL	$3,069,763.76	$3,732,266.23	$662,502.47
TILA Rescission Finance Charge Test:	FAIL	$3,069,763.76	$3,732,266.23	$662,502.47
TILA Foreclosure Rescission Finance Charge Test:	NOT TESTED			
TILA APR Test:	FAIL	8.595%	10.084%	-1.489%
TILA Right of Rescission Test:	PASS			
TILA Disclosure Date Test:	N/A			

Federal RESPA

	Result	Loan Data	Comparison Data	Variance
RESPA GFE Disclosure Date Test:	NOT TESTED			

MD COMAR HPML Investor Criteria

	Result	Loan Data	Comparison Data	Variance
This loan is not covered by MD COMAR HPML Investor Criteria.	NOT COVERED			

CA AB 489/344 (Division 1.6 of the Financial Code)

	Result	Loan Data	Comparison Data	Variance
CA AB 489/344 Consumer Loan:	**YES**			
CA AB 489/344 Consumer Loan Single Premium Credit Insurance Test:	**PASS**			
CA AB 489/344 Covered Loan APR Threshold Test:	**N/A**			
CA AB 489/344 Covered Loan Points and Fees Threshold Test:	**N/A**			
CA AB 489/344 Covered Loan:	**NO**			
CA AB 489/344 Covered Loan Prepayment Term Test:	**N/A**			
CA AB 489/344 Covered Loan Balloon Payment Test:	**N/A**			
CA AB 489/344 Covered Loan Subordinate Lien Negative Amortization Test:	**N/A**			
CA AB 489/344 Covered Loan DTI Presumption Test:	**N/A**			
CA AB 489/344 Covered Loan Financing of Points and Fees Test:	**N/A**			

State Regulations

	Result	Loan Data	Comparison Data	Variance
Tests pertaining to State Regulations were not performed.	**NOT PERFORMED**			

State Regulations Restricted Fees

	Result	Loan Data	Comparison Data	Variance
Tests pertaining to State Regulations Restricted Fees were not performed.	**NOT PERFORMED**			

INDEX

Name	Term	Yield	Date
Treasury Security	30 Year	4.930%	04/13/2007

TIL Summary

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
10.084%			
Interest Rate 1.000%	$3,732,266.23	$1,462,848.94	$5,195,115.17

Payment Schedule

Number of Payments	Amount of Payments
1	$4,824.59
11	$4,824.59
12	$5,186.43
4	$5,575.41
260	$15,218.93
71	$15,218.88
1	$15,219.01

Amortization Schedule

Findings Detail

Federal HOEPA (Section 32)

Section 32 (High Cost) Mortgage (12 CFR § 226.32(a)(1)(i) and (ii)) [Amd. 2001] / [Original] — NO

The loan is not a Section 32 (High Cost) mortgage because it has terms that do not exceed either the HOEPA rate-based threshold or the HOEPA points and fees based threshold.

This loan has terms that do not exceed the rate-based threshold. (12 CFR § 226.32(a)(1)(i)) [Amd. 2001] / [Original] — PASS

The annual percentage rate (APR) at consummation is 10.084%, which does not exceed the yield of 4.930%, as of April 13, 2007 on 30 year Treasury securities (the Treasury securities having comparable periods of maturity), plus 8.000 percentage points. The yield is as of the fifteenth day of the month immediately preceding the month of the application for extension of credit, which was received by the creditor on May 2, 2007.

This loan has terms that do not exceed the points and fees based threshold. (12 CFR § 226.32(a)(1)(ii)) [Amd. 2001] / [Original] — PASS

The total points and fees payable by the consumer at or before loan closing is $31,380.00, which does not exceed the greater of 8 percent of the "total loan amount" (as defined in the official commentary to paragraph 32(a)(1)(ii)), or $547.00.

The timing of disclosure test is not applicable to this loan due to one or more of the following findings: (12 CFR § 226.31(c)) — N/A

- Pre-close audits do not pertain to the consummation of a loan.
- The loan is not a high cost loan.

The balloon payment test is not applicable to this loan. (12 CFR § 226.32(a)) — N/A

The loan is not a high cost loan.

The prepayment penalties test is not applicable to this loan due to one or more of the following findings: (12 CFR § 226.32(a)) — N/A

- The loan is not a high cost loan.
- There is no prepayment term specified in the terms of the loan.

Federal TILA

This loan failed the TILA finance charge test. (12 CFR § 226.18(d)(1)) — FAIL

The finance charge is $3,732,266.23. The disclosed finance charge of $3,069,763.76 is not considered accurate because it is understated by more than $100.

This loan failed the TILA rescission finance charge test. (12 CFR § 226.23(g)(1)) — FAIL

The finance charge is $3,732,266.23. The disclosed finance charge of $3,069,763.76 is not considered accurate for purposes of rescission because it is understated by more than 1/2 of 1 percent of the face amount of the note or $100, whichever is greater.

This loan was not tested against the TILA foreclosure rescission finance charge test due to one or more of the following findings: (12 CFR §226.23(h)) — NOT TESTED

- A disclosed finance charge was not provided; or
- Your company settings are not configured to run the TILA *foreclosure* rescission finance charge test as part of an audit report.

This loan failed the TILA APR test. (12 CFR § 226.22(a)(2),(4)) — FAIL

The annual percentage rate (APR) is 10.084%. The disclosed APR of 8.595% is not considered accurate because it is more than 1/8 of 1 percentage point above or below the APR as determined in accordance with the actuarial method.

This loan passed the TILA right of rescission test. — PASS

Closed-end (12 CFR § 226.23(a)(3)), Open-end (12 CFR § 226.15(a)(3))

The funding date is not before the third business day following consummation.

The consumer may exercise the right to rescind until midnight of the third business day following consummation, delivery of the notice required by 12 CFR §226.23 or §226.15, or delivery of all material disclosures, whichever occurs last.

The TILA Disclosure Date Test does not apply to this loan due to the following finding. Closed-end (12 CFR § 226.17(b)), Open-end (12 CFR § 226.5b(1)) — **N/A**
The loan is not a "residential mortgage transaction," meaning it is not a transaction in which a mortgage, deed of trust, purchase money security interest arising under an installment sales contract, or equivalent consensual security interest is created or retained in the consumer's principal dwelling to finance the acquisition or initial construction of that dwelling.

Federal RESPA

This loan was not tested against the Good Faith Estimate disclosure date test. — **NOT TESTED**
A Good Faith Estimate disclosure date was not provided.

MD COMAR HPML Investor Criteria

This loan is not covered by the MD COMAR higher-priced mortgage loan investor criteria for one of the following reasons: (Maryland COMAR 09.03.06.02B(13), COMAR 09.03.09.02B(6)) — **NOT COVERED**

- The loan is made in a state other than Maryland; or
- The loan's closing date, or application date if closing date is unknown, is before the effective date of 02/02/2009.

CA AB 489/344 (Division 1.6 of the Financial Code)

Consumer Loan (CA AB 344 §1 [CA FC §4970(d)]) — **YES**
The loan is a consumer loan, as defined in the legislation, due to all of the following findings:

- The loan is secured by a property intended to be used as the principal dwelling of the consumer.
- The loan is secured by property improved by a one-to-four residential unit.
- The loan is not a bridge loan, as defined in the legislation.

This loan passed the single premium credit insurance test. (CA AB 344 §9 [CA FC §4979.7]) — **PASS**
The consumer loan does not finance credit life, credit disability, credit property, or credit unemployment insurance premiums, or debt cancellation or suspension agreement fees.

The APR threshold test is not applicable to this loan. (CA AB 344 §1 [CA FC §4970(b)(1)(A)]) — **N/A**
The APR threshold test is not applicable due to one of the following findings:

- If the latest available closing date is before January 1, 2006, the original principal balance of the loan does exceed $250,000.
- If the latest available closing date is on or after January 1, 2006, the original principal balance of the loan does exceed the most current conforming loan limit for a single-family first mortgage loan established by the Federal National Mortgage Association ($417,000.00).

The points and fees threshold test is not applicable to this loan. CA AB 344 §1 [CA FC §4970(b)(1)(B)]) — **N/A**
The point and fees threshold test is not applicable due to one of the following findings:

- If the latest available closing date is before January 1, 2006, the original principal balance of the loan does exceed $250,000.
- If the latest available closing date is on or after January 1, 2006, the original principal balance of the loan does exceed the most current conforming loan limit for a single-family first mortgage loan established by the Federal National Mortgage Association ($417,000.00).

Covered Loan (CA AB 344 §1 [CA FC §4970(b)]) — **NO**

The loan is not a covered loan, as defined in the legislation, due to one or more of the following findings:

- The loan is not a consumer loan, as defined in the legislation.
- The loan does not exceed either the APR threshold or the points and fees threshold.
- If the latest available closing date is before January 1, 2006, the original principal balance of the loan does exceed $250,000.
- If the latest available closing date is on or after January 1, 2006, the original principal balance of the loan does exceed the most current conforming loan limit for a single-family first mortgage loan established by the Federal National Mortgage Association ($417,000.00).

The prepayment term test is not applicable to this loan. (CA AB 344 §2 [CA FC §4973(a)(1)]) N/A
The loan is not a covered loan, as defined in the legislation.

The balloon payment test is not applicable to this loan. (CA AB 344 §2 [CA FC §4973(b)(1)]) N/A
The loan is not a covered loan, as defined in the legislation.

The subordinate lien negative amortization test is not applicable to this loan. (CA AB 344 §2 [CA FC §4973(c)]) N/A
The loan is not a covered loan, as defined in the legislation.

The DTI presumption test is not applicable to this loan. (CA AB 344 §2 [CA FC §4973(f)(1)]) N/A
The loan is not a covered loan, as defined in the legislation.

The financing of points and fees test is not applicable to this loan. (CA AB 489 [CA FC §4979.6]) N/A
The loan is not a covered loan, as defined in the legislation.

State Regulations

Tests pertaining to State Regulations were not performed. NOT PERFORMED
No state license was selected for the loan.

State Regulations Restricted Fees

Tests pertaining to State Regulations Restricted Fees were not performed. NOT PERFORMED
No state license was selected for the loan.

Loan Detail

Report Type: Post-Close Mortgage Loan

Lender

Lender Name:	COUNTRYWIDE BANK, FSB :
Lender Loan Number:	165368264
Originator Name:	COUNTRYWIDE BANK, FSB
MIN:	:
License Type:	Not Configured
DIDMCA Exempt:	No
HUD Approved Lender:	Not Configured

Investor

Default:	☑
Investor Criteria:	MD COMAR Higher Priced Mortgage Loan

Borrower

First Name:	DONNNA	Last Name:	BELTZ
Total Income:	$30,000.00 / month	DTI Ratio:	0.000 %

Property

Address:

Number	Street Name	Type (St, Ave, etc.)	Direction	Unit #
1095	LOWRY RANCH	ROAD		

City	County	State	Zip
Corona	Riverside	CA	92882

Type:	PUD	Number of Units:	1
Occupancy:	Primary Residence		

Loan Information

Loan Amount: (exclude PMI, MIP, Funding Fee financed)	$1,500,000.00	Loan Amount: (with Finance Charge)	$1,500,000.00
Program Type:	ARM	Interest Rate:	1.000 %
Loan Purpose:	Refinance	Undiscounted Rate:	%
Purpose of Refinance:		Disclosed APR:	8.595 %
Refinancing Portfolio Loan:		Disclosed Finance Charge:	$3,069,763.76
LTV Ratio:	%	Irregular Payment Transaction:	No
CLTV Ratio:	%	Maturity Term:	360 months
Loan Type:	Conventional	Amortization Term:	360 months
Lien Type:	First Mortgage	Late Charges:	5.000 %
Document Type:		Grace Period:	15 days

Prepayment Penalty

Program Name:	No Prepayment Penalty
	This Prepayment Penalty is defined by the following program:
Prepayment Penalty Program:	If the borrower makes a prepayment, he/she will not be required to pay a prepayment charge.

Prepayment Term:	0 months	Max. Prepayment Penalty Amount: (for high-cost points & fees)	$0.00

Construction / Construction to Permanent

Rate:	%	Construction Term:	months
Estimate Interest on:	Amount Advanced	Interest Reserve:	$

Adjustable Rate Mortgage

ARM Margin:	%	First Adjustment:	Cap 0.000 %	Period 1 months
ARM Index:	%	Subsequent Adjustment:	Cap 0.000 %	Period 0 months
Ceiling:	9.950 %			
Floor:	%	Adjustment Rounding:	Round nearest 1/8	

Graduated Payment Mortgage

Rate: %

Term: years

Potential Negative Amortization (Option ARM)

Negative Amortization Type: Standard

Payment Adjustment: Cap 7.500 % or Multiplier 1.075

Frequency 12 months

Recast: Beginning month 120 Stop month 348

Frequency 60 months

Maximum Balance 115.000 %

☑ Recast at Maximum Balance

☐ Maximum Balance Can Be Exceeded by One Payment

Interest Only Term months

Buydown

1. Rate: % Term months
2. Rate: % Term months
3. Rate: % Term months
4. Rate: % Term months
5. Rate: % Term months

Interest Only (excluding Negative Amortization and Option ARM)

Term:

Dual Amortization

Initial Amortization Term months Period months

Subsequent Amortization Term months Period months

Mortgage Insurance (PMI)

Upfront Premium:

% or $ Prepaid Finance Charge ☐

Cash/Credit $

Financed $0.00

Adjust Payments Due to Upfront Premium months

Monthly Premium (Initial):

% or $ Period months

Monthly Premium (Renew):

% or $ Period months

Cancel at %

Calculate Premiums Using Loan Amount

Cancel At Midpoint ☐

Dates

Application Date: 05/02/2007

Initial GFE Disclosure Date:

Initial TIL Disclosure Date:

Sec. 32 (HOEPA) Disclosure Date:

Closing / Settlement Date: 05/02/2007

Funding / Disbursement Date: 05/14/2007

Rate Lock Date:

800: Items payable in connection with loan

			Prepaid Finance Charge	Financed By Lender	Compensation To
801	Loan Origination Fee:	$	☐	☐	
802	Loan Discount Fee:	$ bona fide ☐	☐	☐	
803	Appraisal Fee:	$ 650.00	☐	☑	
804	Credit Report Fee:	$	☐	☐	

805	Lender Inspection Fee (performed prior to closing):	$	☐	☐	
	Lender Inspection Fee (performed post closing):	$	☐	☐	
806	Mortgage Insurance Application Fee:	$	☐	☐	
807	Assumption Fee:	$	☐	☐	
	Modification Fee:	$	☐	☐	
	Tie-in Fee:	$	☐	☐	
	Mortgage Broker Fee (Direct):	$	☐	☐	
	Mortgage Broker Fee (Indirect / POC):	$			
	Yield Spread Premium (Indirect / POC):	$			
	CLO Access Fee:	$	☐	☐	
	Application Fee:	$	☐	☐	
	Rate Lock Fee:	$	☐	☐	
	Commitment Fee:	$	☐	☐	
	Processing Fee:	$500.00	☑	☑	
	Underwriting Fee:	$800.00	☑	☑	
	Administration Fee:	$	☐	☐	
	Appraisal Review Fee:	$575.00	☐	☑	
	Appraisal Re-Inspection Fee:	$	☐	☐	
	Flood Determination Initial Fee:	$26.00	☐	☑	
	Flood Determination Life of Loan Fee:	$	☐	☐	
	Document Preparation Fee:	$	☐	☐	
	Document Signing Fee:	$	☐	☐	
	Courier / Messenger Fee:	$	☐	☐	
	Tax Related Service Fee:	$80.00	☐	☑	
	Wire Transfer Fee:	$	☐	☐	
	Warehousing Fee:	$	☐	☐	
	Advance Mortgage Payments:	$	☐	☐	
	Credit Life Insurance Premium:	$	☐	☐	
	Accident Insurance Premium:	$	☐	☐	
	Health Insurance Premium:	$	☐	☐	
	Loss of Income Insurance Premium:	$	☐	☐	
	Debt Cancellation Fee:	$	☐	☐	
	Prepayment Penalty:	$	☐	☐	
	Compliance Audit / Quality Control Fee:	$	☐	☐	
	Seller-Paid Points and Fees:	$			
	PROCESSING FEE- TBD DIVERSIFIED:	$30,000.00	☑	☑	Lender
		$	☐	☐	
		$	☐	☐	
		$	☐	☐	
		$	☐	☐	
		$	☐	☐	
		$	☐	☐	
		$	☐	☐	

900: Items required by lender to be paid in advance

			Prepaid Finance Charge	Financed By Lender	Compensation To
901	Interest:	$5,851.06 for 17 day(s)	☑	☑	
902	Mortgage Insurance Premium:	$	☐	☐	
903	Hazard Insurance Premium:	$2,165.00	☐	☑	
	County Property Taxes:	$	☐	☐	
	Flood Insurance Premium:	$	☐	☐	
		$	☐	☐	

	$	☐	☐
	$	☐	☐
	$	☐	☐

1000: Reserves deposited with lender

		Prepaid Finance Charge	Financed By Lender	Compensation To
1001 Hazard Insurance Reserve:	$	☐	☐	
1002 Mortgage Insurance Reserve:	$	☐	☐	
1003 City Property Taxes Reserve:	$	☐	☐	
1004 County Property Taxes Reserve:	$	☐	☐	
1005 Annual Assessments:	$	☐	☐	
	$	☐	☐	
	$	☐	☐	
	$	☐	☐	
	$	☐	☐	
	$	☐	☐	

1100: Title Charges

		Prepaid Finance Charge	Financed By Lender	Compensation To
1101 Settlement / Closing / Escrow Fee:	$	☐	☐	
1102 Abstract / Title Search Fee:	$	☐	☐	
1103 Title Examination Fee:	$	☐	☐	
1104 Title Insurance Binder Fee:	$	☐	☐	
1105 Title Document Preparation Fee:	$	☐	☐	
1106 Notary Fee:	$ 100.00	☐	☑	
1107 Attorney's Fee:	$ Excludable due to borrower choice ☐	☐	☐	
Attorney's Fee (Other):	$ Excludable due to borrower choice ☐	☐	☐	
1108 Title Insurance:	$ 2,050.00	☐	☑	
1109 Lender's Coverage:	$	☐	☐	
1110 Owner's Coverage:	$	☐	☐	
Assignment Endorsement Fee:	$	☐	☐	
Sub-Escrow Fee:	$	☐	☐	
Reconveyance Fee:	$	☐	☐	
Title Courier Fee:	$	☐	☐	
Funding, Wire, or Disbursement Fee:	$	☐	☐	
	$	☐	☐	
	$	☐	☐	
	$	☐	☐	
	$	☐	☐	
	$	☐	☐	

1200: Government Recording and Transfer Charges

		Prepaid Finance Charge	Financed By Lender	Compensation To
1201 Recording Fee:	$ 101.00	☐	☑	
1202 City / County / Tax / Stamps:	$	☐	☐	
1203 State Tax / Stamps:	$	☐	☐	
Subordination Recording Fee:	$	☐	☐	
Assignment Recording Fee:	$	☐	☐	
Recording Service Fee:	$	☐	☐	

Intangible Tax:	$	☐	☐
	$	☐	☐
	$	☐	☐
	$	☐	☐
	$	☐	☐

1300: Additional Settlement Charges

		Prepaid Finance Charge	Financed By Lender	Compensation To
1301 Survey Fee:	$	☐	☐	
1302 Pest Inspection Fee:	$	☐	☐	
Architectural / Engineering Fee:	$	☐	☐	
Building Permit:	$	☐	☐	
MISC BILL TO ADAM AND GOLDSWORTHY, INC.:	$3,423.00	☐	☑	Other
	$	☐	☐	
	$	☐	☐	
	$	☐	☐	
	$	☐	☐	

Audit Information

		Lender Loan Number:	165368264
Report Type:	Post-Close Mortgage Loan	Borrower Name:	DONNNA BELTZ
Report Date / Time:	03/25/2009 03:36PM (PDT)	Property Address:	1095 LOWRY RANCH ROAD
Report Version:	2		Corona, CA 92882

Amortization Schedule

Payment #	Interest Rate	Monthly Payment	Principal Payment	Interest Payment	MI	LTV	Balance
1	1.000%	$4,824.59	$3,574.59	$1,250.00	$0.00	0.000%	$1,496,425.41
2	9.950%	$4,824.59	-$7,583.27	$12,407.86	$0.00	0.000%	$1,504,008.68
3	9.950%	$4,824.59	-$7,646.15	$12,470.74	$0.00	0.000%	$1,511,654.83
4	9.950%	$4,824.59	-$7,709.55	$12,534.14	$0.00	0.000%	$1,519,364.38
5	9.950%	$4,824.59	-$7,773.47	$12,598.06	$0.00	0.000%	$1,527,137.85
6	9.950%	$4,824.59	-$7,837.93	$12,662.52	$0.00	0.000%	$1,534,975.78
7	9.950%	$4,824.59	-$7,902.92	$12,727.51	$0.00	0.000%	$1,542,878.70
8	9.950%	$4,824.59	-$7,968.45	$12,793.04	$0.00	0.000%	$1,550,847.15
9	9.950%	$4,824.59	-$8,034.52	$12,859.11	$0.00	0.000%	$1,558,881.67
10	9.950%	$4,824.59	-$8,101.14	$12,925.73	$0.00	0.000%	$1,566,982.81
11	9.950%	$4,824.59	-$8,168.31	$12,992.90	$0.00	0.000%	$1,575,151.12
12	9.950%	$4,824.59	-$8,236.04	$13,060.63	$0.00	0.000%	$1,583,387.16
13	9.950%	$5,186.43	-$7,942.49	$13,128.92	$0.00	0.000%	$1,591,329.65
14	9.950%	$5,186.43	-$8,008.35	$13,194.78	$0.00	0.000%	$1,599,338.00
15	9.950%	$5,186.43	-$8,074.75	$13,261.18	$0.00	0.000%	$1,607,412.75
16	9.950%	$5,186.43	-$8,141.70	$13,328.13	$0.00	0.000%	$1,615,554.45
17	9.950%	$5,186.43	-$8,209.21	$13,395.64	$0.00	0.000%	$1,623,763.66
18	9.950%	$5,186.43	-$8,277.28	$13,463.71	$0.00	0.000%	$1,632,040.94
19	9.950%	$5,186.43	-$8,345.91	$13,532.34	$0.00	0.000%	$1,640,386.85
20	9.950%	$5,186.43	-$8,415.11	$13,601.54	$0.00	0.000%	$1,648,801.96
21	9.950%	$5,186.43	-$8,484.89	$13,671.32	$0.00	0.000%	$1,657,286.85
22	9.950%	$5,186.43	-$8,555.24	$13,741.67	$0.00	0.000%	$1,665,842.09
23	9.950%	$5,186.43	-$8,626.18	$13,812.61	$0.00	0.000%	$1,674,468.27
24	9.950%	$5,186.43	-$8,697.70	$13,884.13	$0.00	0.000%	$1,683,165.97
25	9.950%	$5,575.41	-$8,380.84	$13,956.25	$0.00	0.000%	$1,691,546.81

Payment #	Interest Rate	Monthly Payment	Principal Payment	Interest Payment	MI	LTV	Balance
26	9.950%	$5,575.41	-$8,450.33	$14,025.74	$0.00	0.000%	$1,699,997.14
27	9.950%	$5,575.41	-$8,520.40	$14,095.81	$0.00	0.000%	$1,708,517.54
28	9.950%	$5,575.41	-$8,591.05	$14,166.46	$0.00	0.000%	$1,717,108.59
29	9.950%	$15,218.93	$981.24	$14,237.69	$0.00	0.000%	$1,716,127.35
30	9.950%	$15,218.93	$989.37	$14,229.56	$0.00	0.000%	$1,715,137.98
31	9.950%	$15,218.93	$997.58	$14,221.35	$0.00	0.000%	$1,714,140.40
32	9.950%	$15,218.93	$1,005.85	$14,213.08	$0.00	0.000%	$1,713,134.55
33	9.950%	$15,218.93	$1,014.19	$14,204.74	$0.00	0.000%	$1,712,120.36
34	9.950%	$15,218.93	$1,022.60	$14,196.33	$0.00	0.000%	$1,711,097.76
35	9.950%	$15,218.93	$1,031.08	$14,187.85	$0.00	0.000%	$1,710,066.68
36	9.950%	$15,218.93	$1,039.63	$14,179.30	$0.00	0.000%	$1,709,027.05
37	9.950%	$15,218.93	$1,048.25	$14,170.68	$0.00	0.000%	$1,707,978.80
38	9.950%	$15,218.93	$1,056.94	$14,161.99	$0.00	0.000%	$1,706,921.86
39	9.950%	$15,218.93	$1,065.70	$14,153.23	$0.00	0.000%	$1,705,856.16
40	9.950%	$15,218.93	$1,074.54	$14,144.39	$0.00	0.000%	$1,704,781.62
41	9.950%	$15,218.93	$1,083.45	$14,135.48	$0.00	0.000%	$1,703,698.17
42	9.950%	$15,218.93	$1,092.43	$14,126.50	$0.00	0.000%	$1,702,605.74
43	9.950%	$15,218.93	$1,101.49	$14,117.44	$0.00	0.000%	$1,701,504.25
44	9.950%	$15,218.93	$1,110.62	$14,108.31	$0.00	0.000%	$1,700,393.63
45	9.950%	$15,218.93	$1,119.83	$14,099.10	$0.00	0.000%	$1,699,273.80
46	9.950%	$15,218.93	$1,129.12	$14,089.81	$0.00	0.000%	$1,698,144.68
47	9.950%	$15,218.93	$1,138.48	$14,080.45	$0.00	0.000%	$1,697,006.20
48	9.950%	$15,218.93	$1,147.92	$14,071.01	$0.00	0.000%	$1,695,858.28
49	9.950%	$15,218.93	$1,157.44	$14,061.49	$0.00	0.000%	$1,694,700.84
50	9.950%	$15,218.93	$1,167.04	$14,051.89	$0.00	0.000%	$1,693,533.80
51	9.950%	$15,218.93	$1,176.71	$14,042.22	$0.00	0.000%	$1,692,357.09
52	9.950%	$15,218.93	$1,186.47	$14,032.46	$0.00	0.000%	$1,691,170.62
53	9.950%	$15,218.93	$1,196.31	$14,022.62	$0.00	0.000%	$1,689,974.31
54	9.950%	$15,218.93	$1,206.23	$14,012.70	$0.00	0.000%	$1,688,768.08
55	9.950%	$15,218.93	$1,216.23	$14,002.70	$0.00	0.000%	$1,687,551.85
56	9.950%	$15,218.93	$1,226.31	$13,992.62	$0.00	0.000%	$1,686,325.54
57	9.950%	$15,218.93	$1,236.48	$13,982.45	$0.00	0.000%	$1,685,089.06
58	9.950%	$15,218.93	$1,246.73	$13,972.20	$0.00	0.000%	$1,683,842.33
59	9.950%	$15,218.93	$1,257.07	$13,961.86	$0.00	0.000%	$1,682,585.26
60	9.950%	$15,218.93	$1,267.49	$13,951.44	$0.00	0.000%	$1,681,317.77
61	9.950%	$15,218.93	$1,278.00	$13,940.93	$0.00	0.000%	$1,680,039.77
62	9.950%	$15,218.93	$1,288.60	$13,930.33	$0.00	0.000%	$1,678,751.17
63	9.950%	$15,218.93	$1,299.28	$13,919.65	$0.00	0.000%	$1,677,451.89
64	9.950%	$15,218.93	$1,310.06	$13,908.87	$0.00	0.000%	$1,676,141.83
65	9.950%	$15,218.93	$1,320.92	$13,898.01	$0.00	0.000%	$1,674,820.91
66	9.950%	$15,218.93	$1,331.87	$13,887.06	$0.00	0.000%	$1,673,489.04
67	9.950%	$15,218.93	$1,342.92	$13,876.01	$0.00	0.000%	$1,672,146.12
68	9.950%	$15,218.93	$1,354.05	$13,864.88	$0.00	0.000%	$1,670,792.07

Payment #	Interest Rate	Monthly Payment	Principal Payment	Interest Payment	MI	LTV	Balance
69	9.950%	$15,218.93	$1,365.28	$13,853.65	$0.00	0.000%	$1,669,426.79
70	9.950%	$15,218.93	$1,376.60	$13,842.33	$0.00	0.000%	$1,668,050.19
71	9.950%	$15,218.93	$1,388.01	$13,830.92	$0.00	0.000%	$1,666,662.18
72	9.950%	$15,218.93	$1,399.52	$13,819.41	$0.00	0.000%	$1,665,262.66
73	9.950%	$15,218.93	$1,411.13	$13,807.80	$0.00	0.000%	$1,663,851.53
74	9.950%	$15,218.93	$1,422.83	$13,796.10	$0.00	0.000%	$1,662,428.70
75	9.950%	$15,218.93	$1,434.63	$13,784.30	$0.00	0.000%	$1,660,994.07
76	9.950%	$15,218.93	$1,446.52	$13,772.41	$0.00	0.000%	$1,659,547.55
77	9.950%	$15,218.93	$1,458.51	$13,760.42	$0.00	0.000%	$1,658,089.04
78	9.950%	$15,218.93	$1,470.61	$13,748.32	$0.00	0.000%	$1,656,618.43
79	9.950%	$15,218.93	$1,482.80	$13,736.13	$0.00	0.000%	$1,655,135.63
80	9.950%	$15,218.93	$1,495.10	$13,723.83	$0.00	0.000%	$1,653,640.53
81	9.950%	$15,218.93	$1,507.49	$13,711.44	$0.00	0.000%	$1,652,133.04
82	9.950%	$15,218.93	$1,519.99	$13,698.94	$0.00	0.000%	$1,650,613.05
83	9.950%	$15,218.93	$1,532.60	$13,686.33	$0.00	0.000%	$1,649,080.45
84	9.950%	$15,218.93	$1,545.30	$13,673.63	$0.00	0.000%	$1,647,535.15
85	9.950%	$15,218.93	$1,558.12	$13,660.81	$0.00	0.000%	$1,645,977.03
86	9.950%	$15,218.93	$1,571.04	$13,647.89	$0.00	0.000%	$1,644,405.99
87	9.950%	$15,218.93	$1,584.06	$13,634.87	$0.00	0.000%	$1,642,821.93
88	9.950%	$15,218.93	$1,597.20	$13,621.73	$0.00	0.000%	$1,641,224.73
89	9.950%	$15,218.93	$1,610.44	$13,608.49	$0.00	0.000%	$1,639,614.29
90	9.950%	$15,218.93	$1,623.79	$13,595.14	$0.00	0.000%	$1,637,990.50
91	9.950%	$15,218.93	$1,637.26	$13,581.67	$0.00	0.000%	$1,636,353.24
92	9.950%	$15,218.93	$1,650.83	$13,568.10	$0.00	0.000%	$1,634,702.41
93	9.950%	$15,218.93	$1,664.52	$13,554.41	$0.00	0.000%	$1,633,037.89
94	9.950%	$15,218.93	$1,678.32	$13,540.61	$0.00	0.000%	$1,631,359.57
95	9.950%	$15,218.93	$1,692.24	$13,526.69	$0.00	0.000%	$1,629,667.33
96	9.950%	$15,218.93	$1,706.27	$13,512.66	$0.00	0.000%	$1,627,961.06
97	9.950%	$15,218.93	$1,720.42	$13,498.51	$0.00	0.000%	$1,626,240.64
98	9.950%	$15,218.93	$1,734.68	$13,484.25	$0.00	0.000%	$1,624,505.96
99	9.950%	$15,218.93	$1,749.07	$13,469.86	$0.00	0.000%	$1,622,756.89
100	9.950%	$15,218.93	$1,763.57	$13,455.36	$0.00	0.000%	$1,620,993.32
101	9.950%	$15,218.93	$1,778.19	$13,440.74	$0.00	0.000%	$1,619,215.13
102	9.950%	$15,218.93	$1,792.94	$13,425.99	$0.00	0.000%	$1,617,422.19
103	9.950%	$15,218.93	$1,807.80	$13,411.13	$0.00	0.000%	$1,615,614.39
104	9.950%	$15,218.93	$1,822.79	$13,396.14	$0.00	0.000%	$1,613,791.60
105	9.950%	$15,218.93	$1,837.91	$13,381.02	$0.00	0.000%	$1,611,953.69
106	9.950%	$15,218.93	$1,853.15	$13,365.78	$0.00	0.000%	$1,610,100.54
107	9.950%	$15,218.93	$1,868.51	$13,350.42	$0.00	0.000%	$1,608,232.03
108	9.950%	$15,218.93	$1,884.01	$13,334.92	$0.00	0.000%	$1,606,348.02
109	9.950%	$15,218.93	$1,899.63	$13,319.30	$0.00	0.000%	$1,604,448.39
110	9.950%	$15,218.93	$1,915.38	$13,303.55	$0.00	0.000%	$1,602,533.01
111	9.950%	$15,218.93	$1,931.26	$13,287.67	$0.00	0.000%	$1,600,601.75

Payment #	Interest Rate	Monthly Payment	Principal Payment	Interest Payment	MI	LTV	Balance
112	9.950%	$15,218.93	$1,947.27	$13,271.66	$0.00	0.000%	$1,598,654.48
113	9.950%	$15,218.93	$1,963.42	$13,255.51	$0.00	0.000%	$1,596,691.06
114	9.950%	$15,218.93	$1,979.70	$13,239.23	$0.00	0.000%	$1,594,711.36
115	9.950%	$15,218.93	$1,996.11	$13,222.82	$0.00	0.000%	$1,592,715.25
116	9.950%	$15,218.93	$2,012.67	$13,206.26	$0.00	0.000%	$1,590,702.58
117	9.950%	$15,218.93	$2,029.35	$13,189.58	$0.00	0.000%	$1,588,673.23
118	9.950%	$15,218.93	$2,046.18	$13,172.75	$0.00	0.000%	$1,586,627.05
119	9.950%	$15,218.93	$2,063.15	$13,155.78	$0.00	0.000%	$1,584,563.90
120	9.950%	$15,218.93	$2,080.25	$13,138.68	$0.00	0.000%	$1,582,483.65
121	9.950%	$15,218.93	$2,097.50	$13,121.43	$0.00	0.000%	$1,580,386.15
122	9.950%	$15,218.93	$2,114.89	$13,104.04	$0.00	0.000%	$1,578,271.26
123	9.950%	$15,218.93	$2,132.43	$13,086.50	$0.00	0.000%	$1,576,138.83
124	9.950%	$15,218.93	$2,150.11	$13,068.82	$0.00	0.000%	$1,573,988.72
125	9.950%	$15,218.93	$2,167.94	$13,050.99	$0.00	0.000%	$1,571,820.78
126	9.950%	$15,218.93	$2,185.92	$13,033.01	$0.00	0.000%	$1,569,634.86
127	9.950%	$15,218.93	$2,204.04	$13,014.89	$0.00	0.000%	$1,567,430.82
128	9.950%	$15,218.93	$2,222.32	$12,996.61	$0.00	0.000%	$1,565,208.50
129	9.950%	$15,218.93	$2,240.74	$12,978.19	$0.00	0.000%	$1,562,967.76
130	9.950%	$15,218.93	$2,259.32	$12,959.61	$0.00	0.000%	$1,560,708.44
131	9.950%	$15,218.93	$2,278.06	$12,940.87	$0.00	0.000%	$1,558,430.38
132	9.950%	$15,218.93	$2,296.94	$12,921.99	$0.00	0.000%	$1,556,133.44
133	9.950%	$15,218.93	$2,315.99	$12,902.94	$0.00	0.000%	$1,553,817.45
134	9.950%	$15,218.93	$2,335.19	$12,883.74	$0.00	0.000%	$1,551,482.26
135	9.950%	$15,218.93	$2,354.56	$12,864.37	$0.00	0.000%	$1,549,127.70
136	9.950%	$15,218.93	$2,374.08	$12,844.85	$0.00	0.000%	$1,546,753.62
137	9.950%	$15,218.93	$2,393.76	$12,825.17	$0.00	0.000%	$1,544,359.86
138	9.950%	$15,218.93	$2,413.61	$12,805.32	$0.00	0.000%	$1,541,946.25
139	9.950%	$15,218.93	$2,433.63	$12,785.30	$0.00	0.000%	$1,539,512.62
140	9.950%	$15,218.93	$2,453.80	$12,765.13	$0.00	0.000%	$1,537,058.82
141	9.950%	$15,218.93	$2,474.15	$12,744.78	$0.00	0.000%	$1,534,584.67
142	9.950%	$15,218.93	$2,494.67	$12,724.26	$0.00	0.000%	$1,532,090.00
143	9.950%	$15,218.93	$2,515.35	$12,703.58	$0.00	0.000%	$1,529,574.65
144	9.950%	$15,218.93	$2,536.21	$12,682.72	$0.00	0.000%	$1,527,038.44
145	9.950%	$15,218.93	$2,557.24	$12,661.69	$0.00	0.000%	$1,524,481.20
146	9.950%	$15,218.93	$2,578.44	$12,640.49	$0.00	0.000%	$1,521,902.76
147	9.950%	$15,218.93	$2,599.82	$12,619.11	$0.00	0.000%	$1,519,302.94
148	9.950%	$15,218.93	$2,621.38	$12,597.55	$0.00	0.000%	$1,516,681.56
149	9.950%	$15,218.93	$2,643.11	$12,575.82	$0.00	0.000%	$1,514,038.45
150	9.950%	$15,218.93	$2,665.03	$12,553.90	$0.00	0.000%	$1,511,373.42
151	9.950%	$15,218.93	$2,687.13	$12,531.80	$0.00	0.000%	$1,508,686.29
152	9.950%	$15,218.93	$2,709.41	$12,509.52	$0.00	0.000%	$1,505,976.88
153	9.950%	$15,218.93	$2,731.87	$12,487.06	$0.00	0.000%	$1,503,245.01
154	9.950%	$15,218.93	$2,754.52	$12,464.41	$0.00	0.000%	$1,500,490.49

Payment #	Interest Rate	Monthly Payment	Principal Payment	Interest Payment	MI	LTV	Balance
155	9.950%	$15,218.93	$2,777.36	$12,441.57	$0.00	0.000%	$1,497,713.13
156	9.950%	$15,218.93	$2,800.39	$12,418.54	$0.00	0.000%	$1,494,912.74
157	9.950%	$15,218.93	$2,823.61	$12,395.32	$0.00	0.000%	$1,492,089.13
158	9.950%	$15,218.93	$2,847.02	$12,371.91	$0.00	0.000%	$1,489,242.11
159	9.950%	$15,218.93	$2,870.63	$12,348.30	$0.00	0.000%	$1,486,371.48
160	9.950%	$15,218.93	$2,894.43	$12,324.50	$0.00	0.000%	$1,483,477.05
161	9.950%	$15,218.93	$2,918.43	$12,300.50	$0.00	0.000%	$1,480,558.62
162	9.950%	$15,218.93	$2,942.63	$12,276.30	$0.00	0.000%	$1,477,615.99
163	9.950%	$15,218.93	$2,967.03	$12,251.90	$0.00	0.000%	$1,474,648.96
164	9.950%	$15,218.93	$2,991.63	$12,227.30	$0.00	0.000%	$1,471,657.33
165	9.950%	$15,218.93	$3,016.44	$12,202.49	$0.00	0.000%	$1,468,640.89
166	9.950%	$15,218.93	$3,041.45	$12,177.48	$0.00	0.000%	$1,465,599.44
167	9.950%	$15,218.93	$3,066.67	$12,152.26	$0.00	0.000%	$1,462,532.77
168	9.950%	$15,218.93	$3,092.10	$12,126.83	$0.00	0.000%	$1,459,440.67
169	9.950%	$15,218.93	$3,117.73	$12,101.20	$0.00	0.000%	$1,456,322.94
170	9.950%	$15,218.93	$3,143.59	$12,075.34	$0.00	0.000%	$1,453,179.35
171	9.950%	$15,218.93	$3,169.65	$12,049.28	$0.00	0.000%	$1,450,009.70
172	9.950%	$15,218.93	$3,195.93	$12,023.00	$0.00	0.000%	$1,446,813.77
173	9.950%	$15,218.93	$3,222.43	$11,996.50	$0.00	0.000%	$1,443,591.34
174	9.950%	$15,218.93	$3,249.15	$11,969.78	$0.00	0.000%	$1,440,342.19
175	9.950%	$15,218.93	$3,276.09	$11,942.84	$0.00	0.000%	$1,437,066.10
176	9.950%	$15,218.93	$3,303.26	$11,915.67	$0.00	0.000%	$1,433,762.84
177	9.950%	$15,218.93	$3,330.65	$11,888.28	$0.00	0.000%	$1,430,432.19
178	9.950%	$15,218.93	$3,358.26	$11,860.67	$0.00	0.000%	$1,427,073.93
179	9.950%	$15,218.93	$3,386.11	$11,832.82	$0.00	0.000%	$1,423,687.82
180	9.950%	$15,218.93	$3,414.19	$11,804.74	$0.00	0.000%	$1,420,273.63
181	9.950%	$15,218.93	$3,442.49	$11,776.44	$0.00	0.000%	$1,416,831.14
182	9.950%	$15,218.93	$3,471.04	$11,747.89	$0.00	0.000%	$1,413,360.10
183	9.950%	$15,218.93	$3,499.82	$11,719.11	$0.00	0.000%	$1,409,860.28
184	9.950%	$15,218.93	$3,528.84	$11,690.09	$0.00	0.000%	$1,406,331.44
185	9.950%	$15,218.93	$3,558.10	$11,660.83	$0.00	0.000%	$1,402,773.34
186	9.950%	$15,218.93	$3,587.60	$11,631.33	$0.00	0.000%	$1,399,185.74
187	9.950%	$15,218.93	$3,617.35	$11,601.58	$0.00	0.000%	$1,395,568.39
188	9.950%	$15,218.93	$3,647.34	$11,571.59	$0.00	0.000%	$1,391,921.05
189	9.950%	$15,218.93	$3,677.58	$11,541.35	$0.00	0.000%	$1,388,243.47
190	9.950%	$15,218.93	$3,708.08	$11,510.85	$0.00	0.000%	$1,384,535.39
191	9.950%	$15,218.93	$3,738.82	$11,480.11	$0.00	0.000%	$1,380,796.57
192	9.950%	$15,218.93	$3,769.83	$11,449.10	$0.00	0.000%	$1,377,026.74
193	9.950%	$15,218.93	$3,801.08	$11,417.85	$0.00	0.000%	$1,373,225.66
194	9.950%	$15,218.93	$3,832.60	$11,386.33	$0.00	0.000%	$1,369,393.06
195	9.950%	$15,218.93	$3,864.38	$11,354.55	$0.00	0.000%	$1,365,528.68
196	9.950%	$15,218.93	$3,896.42	$11,322.51	$0.00	0.000%	$1,361,632.26
197	9.950%	$15,218.93	$3,928.73	$11,290.20	$0.00	0.000%	$1,357,703.53

Payment #	Interest Rate	Monthly Payment	Principal Payment	Interest Payment	MI	LTV	Balance
198	9.950%	$15,218.93	$3,961.30	$11,257.63	$0.00	0.000%	$1,353,742.23
199	9.950%	$15,218.93	$3,994.15	$11,224.78	$0.00	0.000%	$1,349,748.08
200	9.950%	$15,218.93	$4,027.27	$11,191.66	$0.00	0.000%	$1,345,720.81
201	9.950%	$15,218.93	$4,060.66	$11,158.27	$0.00	0.000%	$1,341,660.15
202	9.950%	$15,218.93	$4,094.33	$11,124.60	$0.00	0.000%	$1,337,565.82
203	9.950%	$15,218.93	$4,128.28	$11,090.65	$0.00	0.000%	$1,333,437.54
204	9.950%	$15,218.93	$4,162.51	$11,056.42	$0.00	0.000%	$1,329,275.03
205	9.950%	$15,218.93	$4,197.02	$11,021.91	$0.00	0.000%	$1,325,078.01
206	9.950%	$15,218.93	$4,231.82	$10,987.11	$0.00	0.000%	$1,320,846.19
207	9.950%	$15,218.93	$4,266.91	$10,952.02	$0.00	0.000%	$1,316,579.28
208	9.950%	$15,218.93	$4,302.29	$10,916.64	$0.00	0.000%	$1,312,276.99
209	9.950%	$15,218.93	$4,337.97	$10,880.96	$0.00	0.000%	$1,307,939.02
210	9.950%	$15,218.93	$4,373.94	$10,844.99	$0.00	0.000%	$1,303,565.08
211	9.950%	$15,218.93	$4,410.20	$10,808.73	$0.00	0.000%	$1,299,154.88
212	9.950%	$15,218.93	$4,446.77	$10,772.16	$0.00	0.000%	$1,294,708.11
213	9.950%	$15,218.93	$4,483.64	$10,735.29	$0.00	0.000%	$1,290,224.47
214	9.950%	$15,218.93	$4,520.82	$10,698.11	$0.00	0.000%	$1,285,703.65
215	9.950%	$15,218.93	$4,558.30	$10,660.63	$0.00	0.000%	$1,281,145.35
216	9.950%	$15,218.93	$4,596.10	$10,622.83	$0.00	0.000%	$1,276,549.25
217	9.950%	$15,218.93	$4,634.21	$10,584.72	$0.00	0.000%	$1,271,915.04
218	9.950%	$15,218.93	$4,672.63	$10,546.30	$0.00	0.000%	$1,267,242.41
219	9.950%	$15,218.93	$4,711.38	$10,507.55	$0.00	0.000%	$1,262,531.03
220	9.950%	$15,218.93	$4,750.44	$10,468.49	$0.00	0.000%	$1,257,780.59
221	9.950%	$15,218.93	$4,789.83	$10,429.10	$0.00	0.000%	$1,252,990.76
222	9.950%	$15,218.93	$4,829.55	$10,389.38	$0.00	0.000%	$1,248,161.21
223	9.950%	$15,218.93	$4,869.59	$10,349.34	$0.00	0.000%	$1,243,291.62
224	9.950%	$15,218.93	$4,909.97	$10,308.96	$0.00	0.000%	$1,238,381.65
225	9.950%	$15,218.93	$4,950.68	$10,268.25	$0.00	0.000%	$1,233,430.97
226	9.950%	$15,218.93	$4,991.73	$10,227.20	$0.00	0.000%	$1,228,439.24
227	9.950%	$15,218.93	$5,033.12	$10,185.81	$0.00	0.000%	$1,223,406.12
228	9.950%	$15,218.93	$5,074.85	$10,144.08	$0.00	0.000%	$1,218,331.27
229	9.950%	$15,218.93	$5,116.93	$10,102.00	$0.00	0.000%	$1,213,214.34
230	9.950%	$15,218.93	$5,159.36	$10,059.57	$0.00	0.000%	$1,208,054.98
231	9.950%	$15,218.93	$5,202.14	$10,016.79	$0.00	0.000%	$1,202,852.84
232	9.950%	$15,218.93	$5,245.28	$9,973.65	$0.00	0.000%	$1,197,607.56
233	9.950%	$15,218.93	$5,288.77	$9,930.16	$0.00	0.000%	$1,192,318.79
234	9.950%	$15,218.93	$5,332.62	$9,886.31	$0.00	0.000%	$1,186,986.17
235	9.950%	$15,218.93	$5,376.84	$9,842.09	$0.00	0.000%	$1,181,609.33
236	9.950%	$15,218.93	$5,421.42	$9,797.51	$0.00	0.000%	$1,176,187.91
237	9.950%	$15,218.93	$5,466.37	$9,752.56	$0.00	0.000%	$1,170,721.54
238	9.950%	$15,218.93	$5,511.70	$9,707.23	$0.00	0.000%	$1,165,209.84
239	9.950%	$15,218.93	$5,557.40	$9,661.53	$0.00	0.000%	$1,159,652.44
240	9.950%	$15,218.93	$5,603.48	$9,615.45	$0.00	0.000%	$1,154,048.96

Payment #	Interest Rate	Monthly Payment	Principal Payment	Interest Payment	MI	LTV	Balance
241	9.950%	$15,218.93	$5,649.94	$9,568.99	$0.00	0.000%	$1,148,399.02
242	9.950%	$15,218.93	$5,696.79	$9,522.14	$0.00	0.000%	$1,142,702.23
243	9.950%	$15,218.93	$5,744.02	$9,474.91	$0.00	0.000%	$1,136,958.21
244	9.950%	$15,218.93	$5,791.65	$9,427.28	$0.00	0.000%	$1,131,166.56
245	9.950%	$15,218.93	$5,839.67	$9,379.26	$0.00	0.000%	$1,125,326.89
246	9.950%	$15,218.93	$5,888.09	$9,330.84	$0.00	0.000%	$1,119,438.80
247	9.950%	$15,218.93	$5,936.92	$9,282.01	$0.00	0.000%	$1,113,501.88
248	9.950%	$15,218.93	$5,986.14	$9,232.79	$0.00	0.000%	$1,107,515.74
249	9.950%	$15,218.93	$6,035.78	$9,183.15	$0.00	0.000%	$1,101,479.96
250	9.950%	$15,218.93	$6,085.83	$9,133.10	$0.00	0.000%	$1,095,394.13
251	9.950%	$15,218.93	$6,136.29	$9,082.64	$0.00	0.000%	$1,089,257.84
252	9.950%	$15,218.93	$6,187.17	$9,031.76	$0.00	0.000%	$1,083,070.67
253	9.950%	$15,218.93	$6,238.47	$8,980.46	$0.00	0.000%	$1,076,832.20
254	9.950%	$15,218.93	$6,290.20	$8,928.73	$0.00	0.000%	$1,070,542.00
255	9.950%	$15,218.93	$6,342.35	$8,876.58	$0.00	0.000%	$1,064,199.65
256	9.950%	$15,218.93	$6,394.94	$8,823.99	$0.00	0.000%	$1,057,804.71
257	9.950%	$15,218.93	$6,447.97	$8,770.96	$0.00	0.000%	$1,051,356.74
258	9.950%	$15,218.93	$6,501.43	$8,717.50	$0.00	0.000%	$1,044,855.31
259	9.950%	$15,218.93	$6,555.34	$8,663.59	$0.00	0.000%	$1,038,299.97
260	9.950%	$15,218.93	$6,609.69	$8,609.24	$0.00	0.000%	$1,031,690.28
261	9.950%	$15,218.93	$6,664.50	$8,554.43	$0.00	0.000%	$1,025,025.78
262	9.950%	$15,218.93	$6,719.76	$8,499.17	$0.00	0.000%	$1,018,306.02
263	9.950%	$15,218.93	$6,775.48	$8,443.45	$0.00	0.000%	$1,011,530.54
264	9.950%	$15,218.93	$6,831.66	$8,387.27	$0.00	0.000%	$1,004,698.88
265	9.950%	$15,218.93	$6,888.30	$8,330.63	$0.00	0.000%	$997,810.58
266	9.950%	$15,218.93	$6,945.42	$8,273.51	$0.00	0.000%	$990,865.16
267	9.950%	$15,218.93	$7,003.01	$8,215.92	$0.00	0.000%	$983,862.15
268	9.950%	$15,218.93	$7,061.07	$8,157.86	$0.00	0.000%	$976,801.08
269	9.950%	$15,218.93	$7,119.62	$8,099.31	$0.00	0.000%	$969,681.46
270	9.950%	$15,218.93	$7,178.65	$8,040.28	$0.00	0.000%	$962,502.81
271	9.950%	$15,218.93	$7,238.18	$7,980.75	$0.00	0.000%	$955,264.63
272	9.950%	$15,218.93	$7,298.19	$7,920.74	$0.00	0.000%	$947,966.44
273	9.950%	$15,218.93	$7,358.71	$7,860.22	$0.00	0.000%	$940,607.73
274	9.950%	$15,218.93	$7,419.72	$7,799.21	$0.00	0.000%	$933,188.01
275	9.950%	$15,218.93	$7,481.25	$7,737.68	$0.00	0.000%	$925,706.76
276	9.950%	$15,218.93	$7,543.28	$7,675.65	$0.00	0.000%	$918,163.48
277	9.950%	$15,218.93	$7,605.82	$7,613.11	$0.00	0.000%	$910,557.66
278	9.950%	$15,218.93	$7,668.89	$7,550.04	$0.00	0.000%	$902,888.77
279	9.950%	$15,218.93	$7,732.48	$7,486.45	$0.00	0.000%	$895,156.29
280	9.950%	$15,218.93	$7,796.59	$7,422.34	$0.00	0.000%	$887,359.70
281	9.950%	$15,218.93	$7,861.24	$7,357.69	$0.00	0.000%	$879,498.46
282	9.950%	$15,218.93	$7,926.42	$7,292.51	$0.00	0.000%	$871,572.04
283	9.950%	$15,218.93	$7,992.15	$7,226.78	$0.00	0.000%	$863,579.89

Payment #	Interest Rate	Monthly Payment	Principal Payment	Interest Payment	MI	LTV	Balance
284	9.950%	$15,218.93	$8,058.41	$7,160.52	$0.00	0.000%	$855,521.48
285	9.950%	$15,218.93	$8,125.23	$7,093.70	$0.00	0.000%	$847,396.25
286	9.950%	$15,218.93	$8,192.60	$7,026.33	$0.00	0.000%	$839,203.65
287	9.950%	$15,218.93	$8,260.53	$6,958.40	$0.00	0.000%	$830,943.12
288	9.950%	$15,218.93	$8,329.03	$6,889.90	$0.00	0.000%	$822,614.09
289	9.950%	$15,218.88	$8,398.04	$6,820.84	$0.00	0.000%	$814,216.05
290	9.950%	$15,218.88	$8,467.67	$6,751.21	$0.00	0.000%	$805,748.38
291	9.950%	$15,218.88	$8,537.88	$6,681.00	$0.00	0.000%	$797,210.50
292	9.950%	$15,218.88	$8,608.68	$6,610.20	$0.00	0.000%	$788,601.82
293	9.950%	$15,218.88	$8,680.06	$6,538.82	$0.00	0.000%	$779,921.76
294	9.950%	$15,218.88	$8,752.03	$6,466.85	$0.00	0.000%	$771,169.73
295	9.950%	$15,218.88	$8,824.60	$6,394.28	$0.00	0.000%	$762,345.13
296	9.950%	$15,218.88	$8,897.77	$6,321.11	$0.00	0.000%	$753,447.36
297	9.950%	$15,218.88	$8,971.55	$6,247.33	$0.00	0.000%	$744,475.81
298	9.950%	$15,218.88	$9,045.93	$6,172.95	$0.00	0.000%	$735,429.88
299	9.950%	$15,218.88	$9,120.94	$6,097.94	$0.00	0.000%	$726,308.94
300	9.950%	$15,218.88	$9,196.57	$6,022.31	$0.00	0.000%	$717,112.37
301	9.950%	$15,218.88	$9,272.82	$5,946.06	$0.00	0.000%	$707,839.55
302	9.950%	$15,218.88	$9,349.71	$5,869.17	$0.00	0.000%	$698,489.84
303	9.950%	$15,218.88	$9,427.24	$5,791.64	$0.00	0.000%	$689,062.60
304	9.950%	$15,218.88	$9,505.40	$5,713.48	$0.00	0.000%	$679,557.20
305	9.950%	$15,218.88	$9,584.22	$5,634.66	$0.00	0.000%	$669,972.98
306	9.950%	$15,218.88	$9,663.69	$5,555.19	$0.00	0.000%	$660,309.29
307	9.950%	$15,218.88	$9,743.82	$5,475.06	$0.00	0.000%	$650,565.47
308	9.950%	$15,218.88	$9,824.61	$5,394.27	$0.00	0.000%	$640,740.86
309	9.950%	$15,218.88	$9,906.07	$5,312.81	$0.00	0.000%	$630,834.79
310	9.950%	$15,218.88	$9,988.21	$5,230.67	$0.00	0.000%	$620,846.58
311	9.950%	$15,218.88	$10,071.03	$5,147.85	$0.00	0.000%	$610,775.55
312	9.950%	$15,218.88	$10,154.53	$5,064.35	$0.00	0.000%	$600,621.02
313	9.950%	$15,218.88	$10,238.73	$4,980.15	$0.00	0.000%	$590,382.29
314	9.950%	$15,218.88	$10,323.63	$4,895.25	$0.00	0.000%	$580,058.66
315	9.950%	$15,218.88	$10,409.23	$4,809.65	$0.00	0.000%	$569,649.43
316	9.950%	$15,218.88	$10,495.54	$4,723.34	$0.00	0.000%	$559,153.89
317	9.950%	$15,218.88	$10,582.56	$4,636.32	$0.00	0.000%	$548,571.33
318	9.950%	$15,218.88	$10,670.31	$4,548.57	$0.00	0.000%	$537,901.02
319	9.950%	$15,218.88	$10,758.78	$4,460.10	$0.00	0.000%	$527,142.24
320	9.950%	$15,218.88	$10,847.99	$4,370.89	$0.00	0.000%	$516,294.25
321	9.950%	$15,218.88	$10,937.94	$4,280.94	$0.00	0.000%	$505,356.31
322	9.950%	$15,218.88	$11,028.63	$4,190.25	$0.00	0.000%	$494,327.68
323	9.950%	$15,218.88	$11,120.08	$4,098.80	$0.00	0.000%	$483,207.60
324	9.950%	$15,218.88	$11,212.28	$4,006.60	$0.00	0.000%	$471,995.32
325	9.950%	$15,218.88	$11,305.25	$3,913.63	$0.00	0.000%	$460,690.07
326	9.950%	$15,218.88	$11,398.99	$3,819.89	$0.00	0.000%	$449,291.08

Payment #	Interest Rate	Monthly Payment	Principal Payment	Interest Payment	MI	LTV	Balance
327	9.950%	$15,218.88	$11,493.51	$3,725.37	$0.00	0.000%	$437,797.57
328	9.950%	$15,218.88	$11,588.81	$3,630.07	$0.00	0.000%	$426,208.76
329	9.950%	$15,218.88	$11,684.90	$3,533.98	$0.00	0.000%	$414,523.86
330	9.950%	$15,218.88	$11,781.79	$3,437.09	$0.00	0.000%	$402,742.07
331	9.950%	$15,218.88	$11,879.48	$3,339.40	$0.00	0.000%	$390,862.59
332	9.950%	$15,218.88	$11,977.98	$3,240.90	$0.00	0.000%	$378,884.61
333	9.950%	$15,218.88	$12,077.30	$3,141.58	$0.00	0.000%	$366,807.31
334	9.950%	$15,218.88	$12,177.44	$3,041.44	$0.00	0.000%	$354,629.87
335	9.950%	$15,218.88	$12,278.41	$2,940.47	$0.00	0.000%	$342,351.46
336	9.950%	$15,218.88	$12,380.22	$2,838.66	$0.00	0.000%	$329,971.24
337	9.950%	$15,218.88	$12,482.87	$2,736.01	$0.00	0.000%	$317,488.37
338	9.950%	$15,218.88	$12,586.37	$2,632.51	$0.00	0.000%	$304,902.00
339	9.950%	$15,218.88	$12,690.73	$2,528.15	$0.00	0.000%	$292,211.27
340	9.950%	$15,218.88	$12,795.96	$2,422.92	$0.00	0.000%	$279,415.31
341	9.950%	$15,218.88	$12,902.06	$2,316.82	$0.00	0.000%	$266,513.25
342	9.950%	$15,218.88	$13,009.04	$2,209.84	$0.00	0.000%	$253,504.21
343	9.950%	$15,218.88	$13,116.91	$2,101.97	$0.00	0.000%	$240,387.30
344	9.950%	$15,218.88	$13,225.67	$1,993.21	$0.00	0.000%	$227,161.63
345	9.950%	$15,218.88	$13,335.33	$1,883.55	$0.00	0.000%	$213,826.30
346	9.950%	$15,218.88	$13,445.90	$1,772.98	$0.00	0.000%	$200,380.40
347	9.950%	$15,218.88	$13,557.39	$1,661.49	$0.00	0.000%	$186,823.01
348	9.950%	$15,218.88	$13,669.81	$1,549.07	$0.00	0.000%	$173,153.20
349	9.950%	$15,218.88	$13,783.15	$1,435.73	$0.00	0.000%	$159,370.05
350	9.950%	$15,218.88	$13,897.44	$1,321.44	$0.00	0.000%	$145,472.61
351	9.950%	$15,218.88	$14,012.67	$1,206.21	$0.00	0.000%	$131,459.94
352	9.950%	$15,218.88	$14,128.86	$1,090.02	$0.00	0.000%	$117,331.08
353	9.950%	$15,218.88	$14,246.01	$972.87	$0.00	0.000%	$103,085.07
354	9.950%	$15,218.88	$14,364.13	$854.75	$0.00	0.000%	$88,720.94
355	9.950%	$15,218.88	$14,483.24	$735.64	$0.00	0.000%	$74,237.70
356	9.950%	$15,218.88	$14,603.33	$615.55	$0.00	0.000%	$59,634.37
357	9.950%	$15,218.88	$14,724.41	$494.47	$0.00	0.000%	$44,909.96
358	9.950%	$15,218.88	$14,846.50	$372.38	$0.00	0.000%	$30,063.46
359	9.950%	$15,218.88	$14,969.60	$249.28	$0.00	0.000%	$15,093.86
360	9.950%	$15,219.01	$15,093.86	$125.15	$0.00	0.000%	$0.00

may be required under paragraph (f) of this section, §226.19, or §226.20.

(f) *Early disclosures.* If disclosures required by this subpart are given before the date of consummation of a transaction and a subsequent event makes them inaccurate, the creditor shall disclose before consummation:[39]

(1) Any changed term unless the term was based on an estimate in accordance with §226.17(c)(2) and was labelled an estimate;

(2) All changed terms, if the annual percentage rate at the time of consummation varies from the annual percentage rate disclosed earlier by more than ⅛ of 1 percentage point in a regular transaction, or more than ¼ of 1 percentage point in an irregular transaction, as defined in §226.22(a).

(g) *Mail or telephone orders—delay in disclosures.* If a creditor receives a purchase order or a request for an extension of credit by mail, telephone, or facsimile machine without face-to-face or direct telephone solicitation, the creditor may delay the disclosures until the due date of the first payment, if the following information for representative amounts or ranges of credit is made available in written form or in electronic form to the consumer or to the public before the actual purchase order or request:

(1) The cash price or the principal loan amount.

(2) The total sale price.

(3) The finance charge.

(4) The annual percentage rate, and if the rate may increase after consummation, the following disclosures:

(i) The circumstances under which the rate may increase.

(ii) Any limitations on the increase.

(iii) The effect of an increase.

(5) The terms of repayment.

(h) *Series of sales—delay in disclosures.* If a credit sale is one of a series made under an agreement providing that subsequent sales may be added to an outstanding balance, the creditor may delay the required disclosures until the due date of the first payment for the current sale, if the following two conditions are met:

(1) The consumer has approved in writing the annual percentage rate or rates, the range of balances to which they apply, and the method of treating any unearned finance charge on an existing balance.

(2) The creditor retains no security interest in any property after the creditor has received payments equal to the cash price and any finance charge attributable to the sale of that property. For purposes of this provision, in the case of items purchased on different dates, the first purchased is deemed the first item paid for; in the case of items purchased on the same date, the lowest priced is deemed the first item paid for.

(i) *Interim student credit extensions.* For each transaction involving an interim credit extension under a student credit program, the creditor need not make the following disclosures: the finance charge under §226.18(d), the payment schedule under §226.18(g), the total of payments under §226.18(h), or the total sale price under §226.18(j).

[Reg. Z, 46 FR 20892, Apr. 7, 1981, as amended at 52 FR 48670, Dec. 24, 1987; 61 FR 49246, Sept. 19, 1996; 66 FR 17338, Mar. 30, 2001; 67 FR 16982, Apr. 9, 2002; 72 FR 63474, Nov. 9, 2007]

§226.18 Content of disclosures.

For each transaction, the creditor shall disclose the following information as applicable:

(a) *Creditor.* The identity of the creditor making the disclosures.

(b) *Amount financed.* The *amount financed*, using that term, and a brief description such as *the amount of credit provided to you or on your behalf.* The amount financed is calculated by:

(1) Determining the principal loan amount or the cash price (subtracting any downpayment);

(2) Adding any other amounts that are financed by the creditor and are not part of the finance charge; and

(3) Subtracting any prepaid finance charge.

(c) *Itemization of amount financed.* (1) A separate written itemization of the amount financed, including:[40]

[39] For certain residential mortgage transactions, §226.19(a)(2) permits redisclosure no later than consummation or settlement, whichever is later.

[40] Good faith estimates of settlement costs provided for transactions subject to the Real Estate Settlement Procedures Act (12 U.S.C. 2601 *et seq.*) may be substituted for the disclosures required by paragraph (c) of this section.

(i) The amount of any proceeds distributed directly to the consumer.

(ii) The amount credited to the consumer's account with the creditor.

(iii) Any amounts paid to other persons by the creditor on the consumer's behalf. The creditor shall identify those persons.[41]

(iv) The prepaid finance charge.

(2) The creditor need not comply with paragraph (c)(1) of this section if the creditor provides a statement that the consumer has the right to receive a written itemization of the amount financed, together with a space for the consumer to indicate whether it is desired, and the consumer does not request it.

(d) *Finance charge.* The *finance charge*, using that term, and a brief description such as "the dollar amount the credit will cost you."

(1) *Mortgage loans.* In a transaction secured by real property or a dwelling, the disclosed finance charge and other disclosures affected by the disclosed finance charge (including the amount financed and the annual percentage rate) shall be treated as accurate if the amount disclosed as the finance charge:

(i) Is understated by no more than $100; or

(ii) Is greater than the amount required to be disclosed.

(2) *Other credit.* In any other transaction, the amount disclosed as the finance charge shall be treated as accurate if, in a transaction involving an amount financed of $1,000 or less, it is not more than $5 above or below the amount required to be disclosed; or, in a transaction involving an amount financed of more than $1,000, it is not more than $10 above or below the amount required to be disclosed.

(e) *Annual percentage rate.* The *annual percentage rate*, using that term, and a brief description such as "the cost of your credit as a yearly rate."[42]

(f) *Variable rate.* (1) If the annual percentage rate may increase after consummation in a transaction not secured by the consumer's principal dwelling or in a transaction secured by the consumer's principal dwelling with a term of one year or less, the following disclosures:[43]

(i) The circumstances under which the rate may increase.

(ii) Any limitations on the increase.

(iii) The effect of an increase.

(iv) An example of the payment terms that would result from an increase.

(2) If the annual percentage rate may increase after consummation in a transaction secured by the consumer's principal dwelling with a term greater than one year, the following disclosures:

(i) The fact that the transaction contains a variable-rate feature.

(ii) A statement that variable-rate disclosures have been provided earlier.

(g) *Payment schedule.* The number, amounts, and timing of payments scheduled to repay the obligation.

(1) In a demand obligation with no alternate maturity date, the creditor may comply with this paragraph by disclosing the due dates or payment periods of any scheduled interest payments for the first year.

(2) In a transaction in which a series of payments varies because a finance charge is applied to the unpaid principal balance, the creditor may comply with this paragraph by disclosing the following information:

(i) The dollar amounts of the largest and smallest payments in the series.

(ii) A reference to the variations in the other payments in the series.

(h) *Total of payments.* The *total of payments*, using that term, and a descriptive explanation such as "the amount

[41] The following payees may be described using generic or other general terms and need not be further identified: public officials or government agencies, credit reporting agencies, appraisers, and insurance companies.

[42] For any transaction involving a finance charge of $5 or less on an amount financed of $75 or less, or a finance charge of $7.50 or less on an amount financed of more than $75, the creditor need not disclose the annual percentage rate.

[43] Information provided in accordance with §§226.18(f)(2) and 226.19(h) may be substituted for the disclosures required by paragraph (f)(1) of this section.

you will have paid when you have made all scheduled payments."[44]

(i) *Demand feature.* If the obligation has a demand feature, that fact shall be disclosed. When the disclosures are based on an assumed maturity of 1 year as provided in § 226.17(c)(5), that fact shall also be disclosed.

(j) *Total sale price.* In a credit sale, the *total sale price*, using that term, and a descriptive explanation (including the amount of any downpayment) such as "the total price of your purchase on credit, including your downpayment of $[ ]." The total sale price is the sum of the cash price, the items described in paragraph (b)(2), and the finance charge disclosed under paragraph (d) of this section.

(k) *Prepayment.* (1) When an obligation includes a finance charge computed from time to time by application of a rate to the unpaid principal balance, a statement indicating whether or not a penalty may be imposed if the obligation is prepaid in full.

(2) When an obligation includes a finance charge other than the finance charge described in paragraph (k)(1) of this section, a statement indicating whether or not the consumer is entitled to a rebate of any finance charge if the obligation is prepaid in full.

(l) *Late payment.* Any dollar or percentage charge that may be imposed before maturity due to a late payment, other than a deferral or extension charge.

(m) *Security interest.* The fact that the creditor has or will acquire a security interest in the property purchased as part of the transaction, or in other property identified by item or type.

(n) *Insurance and debt cancellation.* The items required by § 226.4(d) in order to exclude certain insurance premiums and debt cancellation fees from the finance charge.

(o) *Certain security interest charges.* The disclosures required by § 226.4(e) in order to exclude from the finance charge certain fees prescribed by law or certain premiums for insurance in lieu of perfecting a security interest.

(p) *Contract reference.* A statement that the consumer should refer to the appropriate contract document for information about nonpayment, default, the right to accelerate the maturity of the obligation, and prepayment rebates and penalties. At the creditor's option, the statement may also include a reference to the contract for further information about security interests and, in a residential mortgage transaction, about the creditor's policy regarding assumption of the obligation.

(q) *Assumption policy.* In a residential mortgage transaction, a statement whether or not a subsequent purchaser of the dwelling from the consumer may be permitted to assume the remaining obligation on its original terms.

(r) *Required deposit.* If the creditor requires the consumer to maintain a deposit as a condition of the specific transaction, a statement that the annual percentage rate does not reflect the effect of the required deposit.[45]

[46 FR 20892, Apr. 7, 1981; 46 FR 29246, June 1, 1981, as amended at 52 FR 48670, Dec. 24, 1987; 61 FR 49246, Sept. 19, 1996]

§ 226.19 Certain residential mortgage and variable-rate transactions.

(a) *Residential mortgage transactions subject to RESPA*—(1) *Time of disclosures.* In a residential mortgage transaction subject to the Real Estate Settlement Procedures Act (12 U.S.C. 2601 *et seq.*) the creditor shall make good faith estimates of the disclosures required by § 226.18 before consummation, or shall deliver or place them in the mail not later than three business days after the creditor receives the consumer's written application, whichever is earlier.

(2) *Redisclosure required.* If the annual percentage rate at the time of consummation varies from the annual percentage rate disclosed earlier by more than ⅛ of 1 percentage point in a regular transaction or more than ¼ of 1 percentage point in an irregular transaction, as defined in § 226.22, the creditor shall disclose all the changed

[44] In any transaction involving a single payment, the creditor need not disclose the total of payments.

[45] A required deposit need not include, for example: (1) An escrow account for items such as taxes, insurance or repairs; (2) a deposit that earns not less than 5 percent per year; or (3) payments under a Morris Plan.

a creditor in excess of the total balance due on an account, through rebates of unearned finance charges or insurance premiums, or through amounts otherwise owed to or held for the benefit of a consumer), the creditor shall:

(a) Credit the amount of the credit balance to the consumer's account;

(b) Refund any part of the remaining credit balance, upon the written request of the consumer; and

(c) Make a good faith effort to refund to the consumer by cash, check, or money order, or credit to a deposit account of the consumer, any part of the credit balance remaining in the account for more than 6 months, except that no further action is required if the consumer's current location is not known to the creditor and cannot be traced through the consumer's last known address or telephone number.

§ 226.22 Determination of annual percentage rate.

(a) *Accuracy of annual percentage rate.* (1) The annual percentage rate is a measure of the cost of credit, expressed as a yearly rate, that relates the amount and timing of value received by the consumer to the amount and timing of payments made. The annual percentage rate shall be determined in accordance with either the actuarial method or the United States Rule method. Explanations, equations and instructions for determining the annual percentage rate in accordance with the actuarial method are set forth in appendix J to this regulation.[45]

(2) As a general rule, the annual percentage rate shall be considered accurate if it is not more than ⅛ of 1 percentage point above or below the annual percentage rate determined in accordance with paragraph (a)(1) of this section.

(3) In an irregular transaction, the annual percentage rate shall be considered accurate if it is not more than ¼ of 1 percentage point above or below the annual percentage rate determined in accordance with paragraph (a)(1) of this section.[46]

(4) *Mortgage loans.* If the annual percentage rate disclosed in a transaction secured by real property or a dwelling varies from the actual rate determined in accordance with paragraph (a)(1) of this section, in addition to the tolerances applicable under paragraphs (a)(2) and (3) of this section, the disclosed annual percentage rate shall also be considered accurate if:

(i) The rate results from the disclosed finance charge; and

(ii)(A) The disclosed finance charge would be considered accurate under § 226.18(d)(1); or

(B) For purposes of rescission, if the disclosed finance charge would be considered accurate under § 226.23(g) or (h), whichever applies.

(5) *Additional tolerance for mortgage loans.* In a transaction secured by real property or a dwelling, in addition to the tolerances applicable under paragraphs (a)(2) and (3) of this section, if the disclosed finance charge is calculated incorrectly but is considered accurate under § 226.18(d)(1) or § 226.23(g) or (h), the disclosed annual percentage rate shall be considered accurate:

(i) If the disclosed finance charge is understated, and the disclosed annual percentage rate is also understated but it is closer to the actual annual percentage rate than the rate that would be considered accurate under paragraph (a)(4) of this section;

(ii) If the disclosed finance charge is overstated, and the disclosed annual percentage rate is also overstated but it is closer to the actual annual percentage rate than the rate that would be considered accurate under paragraph (a)(4) of this section.

(b) *Computation tools.* (1) The Regulation Z Annual Percentage Rate Tables produced by the Board may be used to

[45] An error in disclosure of the annual percentage rate or finance charge shall not, in itself, be considered a violation of this regulation if: (1) The error resulted from a corresponding error in a calculation tool used in good faith by the creditor; and (2) upon discovery of the error, the creditor promptly discontinues use of that calculation tool for disclosure purposes and notifies the Board in writing of the error in the calculation tool.

[46] For purposes of paragraph (a)(3) of this section, an irregular transaction is one that includes one or more of the following features: multiple advances, irregular payment periods, or irregular payment amounts (other than an irregular first period or an irregular first or final payment).

determine the annual percentage rate, and any rate determined from those tables in accordance with the accompanying instructions complies with the requirements of this section. Volume I of the tables applies to single advance transactions involving up to 480 monthly payments or 104 weekly payments. It may be used for regular transactions and for transactions with any of the following irregularities: an irregular first period, an irregular first payment, and an irregular final payment. Volume II of the tables applies to transactions involving multiple advances and any type of payment or period irregularity.

(2) Creditors may use any other computation tool in determining the annual percentage rate if the rate so determined equals the rate determined in accordance with appendix J, within the degree of accuracy set forth in paragraph (a) of this section.

(c) *Single add-on rate transactions.* If a single add-on rate is applied to all transactions with maturities up to 60 months and if all payments are equal in amount and period, a single annual percentage rate may be disclosed for all those transactions, so long as it is the highest annual percentage rate for any such transaction.

(d) *Certain transactions involving ranges of balances.* For purposes of disclosing the annual percentage rate referred to in § 226.17(g)(4) (Mail or telephone orders—delay in disclosures) and (h) (Series of sales—delay in disclosures), if the same finance charge is imposed on all balances within a specified range of balances, the annual percentage rate computed for the median balance may be disclosed for all the balances. However, if the annual percentage rate computed for the median balance understates the annual percentage rate computed for the lowest balance by more than 8 percent of the latter rate, the annual percentage rate shall be computed on whatever lower balance will produce an annual percentage rate that does not result in an understatement of more than 8 percent of the rate determined on the lowest balance.

[46 FR 20892, Apr. 7, 1981, as amended at 47 FR 756, Jan. 7, 1982; 48 FR 14886, Apr. 6, 1983; 61 FR 49246, Sept. 19, 1996]

§ 226.23 Right of rescission.

(a) *Consumer's right to rescind.* (1) In a credit transaction in which a security interest is or will be retained or acquired in a consumer's principal dwelling, each consumer whose ownership interest is or will be subject to the security interest shall have the right to rescind the transaction, except for transactions described in paragraph (f) of this section.[47]

(2) To exercise the right to rescind, the consumer shall notify the creditor of the rescission by mail, telegram or other means of written communication. Notice is considered given when mailed, when filed for telegraphic transmission or, if sent by other means, when delivered to the creditor's designated place of business.

(3) The consumer may exercise the right to rescind until midnight of the third business day following consummation, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosures,[48] whichever occurs last. If the required notice or material disclosures are not delivered, the right to rescind shall expire 3 years after consummation, upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first. In the case of certain administrative proceedings, the rescission period shall be extended in accordance with section 125(f) of the Act.

(4) When more than one consumer in a transaction has the right to rescind, the exercise of the right by one consumer shall be effective as to all consumers.

[47] For purposes of this section, the addition to an existing obligation of a security interest in a consumer's principal dwelling is a transaction. The right of rescission applies only to the addition of the security interest and not the existing obligation. The creditor shall deliver the notice required by paragraph (b) of this section but need not deliver new material disclosures. Delivery of the required notice shall begin the rescission period.

[48] The term "material disclosures" means the required disclosures of the annual percentage rate, the finance charge, the amount financed, the total payments, the payment schedule, and the disclosures and limitations referred to in § 226.32 (c) and (d).

determine the annual percentage rate, and any rate determined from those tables in accordance with the accompanying instructions complies with the requirements of this section. Volume I of the tables applies to single advance transactions involving up to 480 monthly payments or 104 weekly payments. It may be used for regular transactions and for transactions with any of the following irregularities: an irregular first period, an irregular first payment, and an irregular final payment. Volume II of the tables applies to transactions involving multiple advances and any type of payment or period irregularity.

(2) Creditors may use any other computation tool in determining the annual percentage rate if the rate so determined equals the rate determined in accordance with appendix J, within the degree of accuracy set forth in paragraph (a) of this section.

(c) *Single add-on rate transactions.* If a single add-on rate is applied to all transactions with maturities up to 60 months and if all payments are equal in amount and period, a single annual percentage rate may be disclosed for all those transactions, so long as it is the highest annual percentage rate for any such transaction.

(d) *Certain transactions involving ranges of balances.* For purposes of disclosing the annual percentage rate referred to in § 226.17(g)(4) (Mail or telephone orders—delay in disclosures) and (h) (Series of sales—delay in disclosures), if the same finance charge is imposed on all balances within a specified range of balances, the annual percentage rate computed for the median balance may be disclosed for all the balances. However, if the annual percentage rate computed for the median balance understates the annual percentage rate computed for the lowest balance by more than 8 percent of the latter rate, the annual percentage rate shall be computed on whatever lower balance will produce an annual percentage rate that does not result in an understatement of more than 8 percent of the rate determined on the lowest balance.

[46 FR 20892, Apr. 7, 1981, as amended at 47 FR 756, Jan. 7, 1982; 48 FR 14886, Apr. 6, 1983; 61 FR 49246, Sept. 19, 1996]

§ 226.23 Right of rescission.

(a) *Consumer's right to rescind.* (1) In a credit transaction in which a security interest is or will be retained or acquired in a consumer's principal dwelling, each consumer whose ownership interest is or will be subject to the security interest shall have the right to rescind the transaction, except for transactions described in paragraph (f) of this section.[47]

(2) To exercise the right to rescind, the consumer shall notify the creditor of the rescission by mail, telegram or other means of written communication. Notice is considered given when mailed, when filed for telegraphic transmission or, if sent by other means, when delivered to the creditor's designated place of business.

(3) The consumer may exercise the right to rescind until midnight of the third business day following consummation, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosures,[48] whichever occurs last. If the required notice or material disclosures are not delivered, the right to rescind shall expire 3 years after consummation, upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first. In the case of certain administrative proceedings, the rescission period shall be extended in accordance with section 125(f) of the Act.

(4) When more than one consumer in a transaction has the right to rescind, the exercise of the right by one consumer shall be effective as to all consumers.

---

[47] For purposes of this section, the addition to an existing obligation of a security interest in a consumer's principal dwelling is a transaction. The right of rescission applies only to the addition of the security interest and not the existing obligation. The creditor shall deliver the notice required by paragraph (b) of this section but need not deliver new material disclosures. Delivery of the required notice shall begin the rescission period.

[48] The term "material disclosures" means the required disclosures of the annual percentage rate, the finance charge, the amount financed, the total payments, the payment schedule, and the disclosures and limitations referred to in § 226.32 (c) and (d).

(b)(1) *Notice of right to rescind.* In a transaction subject to rescission, a creditor shall deliver two copies of the notice of the right to rescind to each consumer entitled to rescind (one copy to each if the notice is delivered in electronic form in accordance with the consumer consent and other applicable provisions of the E-Sign Act). The notice shall be on a separate document that identifies the transaction and shall clearly and conspicuously disclose the following:

(i) The retention or acquisition of a security interest in the consumer's principal dwelling.

(ii) The consumer's right to rescind the transaction.

(iii) How to exercise the right to rescind, with a form for that purpose, designating the address of the creditor's place of business.

(iv) The effects of rescission, as described in paragraph (d) of this section.

(v) The date the rescission period expires.

(2) *Proper form of notice.* To satisfy the disclosure requirements of paragraph (b)(1) of this section, the creditor shall provide the appropriate model form in Appendix H of this part or a substantially similar notice.

(c) *Delay of creditor's performance.* Unless a consumer waives the right of rescission under paragraph (e) of this section, no money shall be disbursed other than in escrow, no services shall be performed and no materials delivered until the rescission period has expired and the creditor is reasonably satisfied that the consumer has not rescinded.

(d) *Effects of rescission.* (1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void and the consumer shall not be liable for any amount, including any finance charge.

(2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.

(3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.

(4) The procedures outlined in paragraphs (d) (2) and (3) of this section may be modified by court order.

(e) *Consumer's waiver of right to rescind.* (1) The consumer may modify or waive the right to rescind if the consumer determines that the extension of credit is needed to meet a bona fide personal financial emergency. To modify or waive the right, the consumer shall give the creditor a dated written statement that describes the emergency, specifically modifies or waives the right to rescind, and bears the signature of all the consumers entitled to rescind. Printed forms for this purpose are prohibited, except as provided in paragraph (e)(2) of this section.

(2) The need of the consumer to obtain funds immediately shall be regarded as a bona fide personal financial emergency provided that the dwelling securing the extension of credit is located in an area declared during June through September 1993, pursuant to 42 U.S.C. 5170, to be a major disaster area because of severe storms and flooding in the Midwest.[48a] In this instance, creditors may use printed forms for the consumer to waive the right to rescind. This exemption to paragraph (e)(1) of this section shall expire one year from the date an area was declared a major disaster.

(3) The consumer's need to obtain funds immediately shall be regarded as a bona fide personal financial emergency provided that the dwelling securing the extension of credit is located in

[48a] A list of the affected areas will be maintained by the Board.

an area declared during June through September 1994 to be a major disaster area, pursuant to 42 U.S.C. 5170, because of severe storms and flooding in the South.[48b] In this instance, creditors may use printed forms for the consumer to waive the right to rescind. This exemption to paragraph (e)(1) of this section shall expire one year from the date an area was declared a major disaster.

(4) The consumer's need to obtain funds immediately shall be regarded as a bona fide personal financial emergency provided that the dwelling securing the extension of credit is located in an area declared during October 1994 to be a major disaster area, pursuant to 42 U.S.C. 5170, because of severe storms and flooding in Texas.[48c] In this instance, creditors may use printed forms for the consumer to waive the right to rescind. This exemption to paragraph (e)(1) of this section shall expire one year from the date an area was declared a major disaster.

(f) *Exempt transactions.* The right to rescind does not apply to the following:

(1) A residential mortgage transaction.

(2) A refinancing or consolidation by the same creditor of an extension of credit already secured by the consumer's principal dwelling. The right of rescission shall apply, however, to the extent the new amount financed exceeds the unpaid principal balance, any earned unpaid finance charge on the existing debt, and amounts attributed solely to the costs of the refinancing or consolidation.

(3) A transaction in which a state agency is a creditor.

(4) An advance, other than an initial advance, in a series of advances or in a series of single-payment obligations that is treated as a single transaction under § 226.17(c)(6), if the notice required by paragraph (b) of this section and all material disclosures have been given to the consumer.

(5) A renewal of optional insurance premiums that is not considered a refinancing under § 226.20(a)(5).

(g) *Tolerances for accuracy*—(1) *One-half of 1 percent tolerance.* Except as provided in paragraphs (g)(2) and (h)(2) of this section, the finance charge and other disclosures affected by the finance charge (such as the amount financed and the annual percentage rate) shall be considered accurate for purposes of this section if the disclosed finance charge:

(i) is understated by no more than ½ of 1 percent of the face amount of the note or $100, whichever is greater; or

(ii) is greater than the amount required to be disclosed.

(2) *One percent tolerance.* In a refinancing of a residential mortgage transaction with a new creditor (other than a transaction covered by § 226.32), if there is no new advance and no consolidation of existing loans, the finance charge and other disclosures affected by the finance charge (such as the amount financed and the annual percentage rate) shall be considered accurate for purposes of this section if the disclosed finance charge:

(i) is understated by no more than 1 percent of the face amount of the note or $100, whichever is greater; or

(ii) is greater than the amount required to be disclosed.

(h) *Special rules for foreclosures*—(1) *Right to rescind.* After the initiation of foreclosure on the consumer's principal dwelling that secures the credit obligation, the consumer shall have the right to rescind the transaction if:

(i) A mortgage broker fee that should have been included in the finance charge was not included; or

(ii) The creditor did not provide the properly completed appropriate model form in Appendix H of this part, or a substantially similar notice of rescission.

(2) *Tolerance for disclosures.* After the initiation of foreclosure on the consumer's principal dwelling that secures the credit obligation, the finance

[48b] A list of the affected areas will be maintained and published by the Board. Such areas now include parts of Alabama, Florida, and Georgia.

[48c] A list of the affected areas will be maintained and published by the Board. Such areas now include the following counties in Texas: Angelina, Austin, Bastrop, Brazos, Brazoria, Burleson, Chambers, Fayette, Fort Bend, Galveston, Grimes, Hardin, Harris, Houston, Jackson, Jasper, Jefferson, Lee, Liberty, Madison, Matagorda, Montgomery, Nacagdoches, Orange, Polk, San Augustine, San Jacinto, Shelby, Trinity, Victoria, Washington, Waller, Walker, and Wharton.

charge and other disclosures affected by the finance charge (such as the amount financed and the annual percentage rate) shall be considered accurate for purposes of this section if the disclosed finance charge:

(i) is understated by no more than $35; or

(ii) is greater than the amount required to be disclosed.

[Reg. Z, 46 FR 20892, Apr. 7, 1981, as amended at 51 FR 45299, Dec. 18, 1986; 58 FR 40583, July 29, 1993; 59 FR 40204, Aug. 5, 1994; 59 FR 63715, Dec. 9, 1994; 60 FR 15471, Mar. 24, 1995; 61 FR 49247, Sept. 19, 1996; 66 FR 17338, Mar. 30, 2001; 72 FR 63474, Nov. 9, 2007]

§ 226.24 Advertising.

(a) *Actually available terms.* If an advertisement for credit states specific credit terms, it shall state only those terms that actually are or will be arranged or offered by the creditor.

(b) *Advertisement of rate of finance charge.* If an advertisement states a rate of finance charge, it shall state the rate as an "annual percentage rate," using that term. If the annual percentage rate may be increased after consummation, the advertisement shall state that fact. The advertisement shall not state any other rate, except that a simple annual rate or periodic rate that is applied to an unpaid balance may be stated in conjunction with, but not more conspicuously than, the annual percentage rate.

(c) *Advertisement of terms that require additional disclosures.* (1) If any of the following terms is set forth in an advertisement, the advertisement shall meet the requirements of paragraph (c)(2) of this section:

(i) The amount or percentage of any downpayment.

(ii) The number of payments or period of repayment.

(iii) The amount of any payment.

(iv) The amount of any finance charge.

(2) An advertisement stating any of the terms in paragraph (c)(1) of this section shall state the following terms,[49] as applicable:

(i) The amount or percentage of the downpayment.

(ii) The terms of repayment.

(iii) The *annual percentage rate*, using that term, and, if the rate may be increased after consummation, that fact.

(d) *Catalogs or other multiple-page advertisements; electronic advertisements.* (1) If a catalog or other multiple-page advertisement, or an electronic advertisement (such as an advertisement appearing on an Internet Web site), gives information in a table or schedule in sufficient detail to permit determination of the disclosures required by paragraph (c)(2) of this section, it shall be considered a single advertisement if:

(i) The table or schedule is clearly and conspicuously set forth; and

(ii) Any statement of terms of the credit terms in paragraph (c)(1) of this section appearing anywhere else in the catalog or advertisement clearly refers to the page or location where the table or schedule begins.

(2) A catalog or other multiple-page advertisement or an electronic advertisement (such as an advertisement appearing on an Internet Web site) complies with paragraph (c)(2) of this section if the table or schedule of terms includes all appropriate disclosures for a representative scale of amounts up to the level of the more commonly sold higher-priced property or services offered.

[Reg. Z, 46 FR 20892, Apr. 7, 1981, as amended at 66 FR 17338, Mar. 30, 2001; 72 FR 63474, Nov. 9, 2007]

Subpart D—Miscellaneous

§ 226.25 Record retention.

(a) *General rule.* A creditor shall retain evidence of compliance with this regulation (other than advertising requirements under §§ 226.16 and 226.24) for 2 years after the date disclosures are required to be made or action is required to be taken. The administrative agencies responsible for enforcing the regulation may require creditors under their jurisdictions to retain records for a longer period if necessary to carry out their enforcement responsibilities under section 108 of the act.

(b) *Inspection of records.* A creditor shall permit the agency responsible for enforcing this regulation with respect

[49] An example of one or more typical extensions of credit with a statement of all the terms applicable to each may be used.

EXHIBIT – 4
Case Management Status

Brashear in pro per

1095 Lowry Ranch Road Corona CA 92881

TELEPHONE NO.: 951) 268-4042

ATTORNEY FOR (Name): FAX NO.:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF

STREET ADDRESS: 4050 Main St

MAILING ADDRESS:

CITY AND ZIP CODE: Riverside, CA 92501

BRANCH NAME: Historical Riverside Superior Court

PETITIONER/PLAINTIFF: HSBC NA as Trustee for Certificate Holders

RESPONDENT/DEFENDANT: Faith Brashear erroneously sued as Donna Beltz

OTHER PARENT/PARTY:

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 22 2017

V. Alvarado

CASE NUMBER: MVC1603595

(If applicable, provide):
HEARING DATE:
HEARING TIME:
DEPT.:

PROOF OF PERSONAL SERVICE

RE-SERVED ON 3/10

1. I am at least 18 years old, not a party to this action, and not a protected person listed in any of the orders.
2. Person served (name): Opposing Council
3. I served copies of the following documents (specify):
Additional Service of NOTICE OF MOTION AND MOTION FOR LEAVE TO FILE AMENDED ANSWER, 1st Ammended Answers; REQUEST FOR DISMISSAL;Motion for Summary Judgement;Exhibit 1; Declaration of Faith in Objection of Plaintiffs Motion for Summary Jugement; Objection of Plaintiffs Motion for Summary Jugement; CASE MANAGEMENT STATEMENT;NOTICE OF STAY OF PROCEEDINGS;RESPONDENT, FAITH BRASHEAR OBJECTION TO DECLARATION AND EVIDENCE SUBMITTED BY PLANTIFF'S COUNSEL,
4. By personally delivering copies to the person served, as follows:
   a. Date: 6/22/17
   b. Time: 9:50 a.m. Dept #3 on court
   c. Address: 4050 Main St Riverside, CA 92501
5. I am
   a. ☑ not a registered California process server.
   b. ☐ a registered California process server.
   c. ☐ an employee or independent contractor of a registered California process server.
   d. ☐ exempt from registration under Business & Profession Code section 22350(b).
   e. ☐ a California sheriff or marshal.
6. My name, address, and telephone number, and, if applicable, county of registration and number (specify):
William Wagener
907 So Manhattan Place
LA Ca 90019
(805) 528-1100
7. ☑ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
   ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 6/22/17

William Wagener
(TYPE OR PRINT NAME OF PERSON WHO SERVED THE PAPERS)

(SIGNATURE OF PERSON WHO SERVED THE PAPERS)

APPLICANT'S INFORMATION TO BE KEPT CONFIDENTIAL

MC-410

APPLICANT *(name)*: FAITH BRASHEAR APPLICANT is ☐ Witness ☐ Juror ☐ Attorney ☑ Party ☐ Other *(Specify)* Person submitting request *(name)*: FAITH BRASHEAR APPLICANT'S ADDRESS: 1095 LOWRY RANCH RD., CORONA, CA 92881 TELEPHONE NO.:	*FOR COURT USE ONLY* SUPERIOR COURT OF CALIFORNIA RIVERSIDE 2017 JUN 19 PM 12:36 HUMAN RESOURCES DEPT.
NAME OF COURT: SUPERIOR COURT OF CALIFORNIA, RIVERSIDE STREET ADDRESS: 4040 MAIN STREET MAILING ADDRESS: CITY AND ZIP CODE: RIVERSIDE, CA 92501 BRANCH NAME: RIVERSIDE COURTHOUSE	
JUDGE: IRMA POOL ASBERRY	
CASE TITLE: HSBC BANK v. FAITH BRASHEAR	DEPARTMENT: 1
REQUEST FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES AND RESPONSE	CASE NUMBER: MVC1603595

Applicant requests accommodation under rule 1.100 of the California Rules of Court, as follows:

1. Type of proceeding: ☐ Criminal ☑ Civil ☐ Other:
2. Proceedings to be covered (for example, bail hearing, preliminary hearing, trial, sentencing hearing, family, probate, juvenile):
   TRIAL and Hearing on Motions for Summary Judgement
3. Date or dates needed *(specify)*:
   6/23/2017 - JURY TRIAL *and 6/22/17 Hearing on Motions for Summary Judgement*
4. Impairment necessitating accommodation *(specify)*: *New Attorney not fully retained Criminal Attorney sought.*
   Client will become "Triggered" w/o representation or an advocate.
5. Type or types of accommodation requested *(specify)*: *Advocate is scheduled on a different case, Client cannot be without.*
   Request for a continuance to allow new counsel or advocate to aid in litigation. *Client feels threatened*
6. Special requests or anticipated problems *(specify)*: *Attorney for Plaintiff directed heated accusations at Client in court.*
   Severe anxiety disorders, hyperventilation and heart issues; Court runs great risk to *Client has been stripped of prior council. in conflict*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 6/19/2017

Prepared in part by Faith Brashear-underlines added
CYNTHIA L. BROWN Faith Brashear Signed

(TYPE OR PRINT NAME) (SIGNATURE)

RESPONSE

The accommodation request is **GRANTED** and the court will provide the

☐ requested accommodation, in whole

☐ requested accommodation, in part *(specify below)*:

For the following duration:

☐ For the above matter or appearance

☐ From *(date)*: to

☐ Indefinite period

The accommodation is **DENIED** in whole or in part because it

☐ fails to satisfy the requirements of rule 1.100.

☐ creates an undue burden on the court.

☐ fundamentally alters the nature of the service, program, or activity.

For the following reason *(attach additional pages, if necessary)*: [See Cal. Rules of Court, rule 1.100(g), for the review procedure]

☐ The court will provide the alternative accommodation as follows:

Date request received by person or service applicant:

(SIGNATURE)

☐ REQUEST FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES AND RESPONSE ATTACHMENT

Page 1 of 1

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 14 2017

L. VILLANUEVA

CASE NUMBER
MVC1603595

makes the following substitution:

Patricia Rodriguez

petitioner respondent other (specify)

attorney in most cases. Use this form

TO REPRESENT YOURSELF.

assistance. Failure to take

legal consequences.

(SIGNATURE OF PARTY)

(SIGNATURE OF FORMER ATTORNEY)

(SIGNATURE OF NEW ATTORNEY)

Page 1 of 2

Code of Civil Procedure, §§ 284(1), 286;
Cal. Rules of Court, rule 3.1362
www.courtinfo.ca.gov

FAXED 5/23/17 — SAME AS THE

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:
Faith Brashear in pro per
1095 Lowry Ranch Road
Corona CA 92881
TELEPHONE NO.: 951) 268-4042 FAX NO. *(Optional)*:
E-MAIL ADDRESS *(Optional)*:
ATTORNEY FOR *(Name)*:

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside
STREET ADDRESS: 4050 Main St
MAILING ADDRESS:
CITY AND ZIP CODE: Riverside, CA 92501
BRANCH NAME: Historical Riverside Superior Court

PLAINTIFF/PETITIONER: HSBC NA as Trustee for Certificate Holders
DEFENDANT/RESPONDENT: Faith Brashear erroneously sued as Donna Beltz

CASE MANAGEMENT STATEMENT

CASE NUMBER: MCV1603595

(Check one): ☐ **UNLIMITED CASE** (Amount demanded exceeds $25,000) ☑ **LIMITED CASE** (Amount demanded is $25,000 or less)

A **CASE MANAGEMENT CONFERENCE** is scheduled as follows:

Date: Time: Dept.. Div.. Room: 3

Address of court *(if different from the address above)*:
none

☑ **Notice of Intent to Appear by Telephone, by *(name)*:** Faith Brashear

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties** *(answer one)*:
   a. ☑ This statement is submitted by party *(name)*: Faith Brashear
   b. ☐ This statement is submitted **jointly** by parties *(names)*:

2. **Complaint and cross-complaint** *(to be answered by plaintiffs and cross-complainants only)*
   a. The complaint was filed on *(date)*: 9/30/2016
   b. ☐ The cross-complaint, if any, was filed on *(date)*:

3. **Service** *(to be answered by plaintiffs and cross-complainants only)*
   a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
   b. ☐ The following parties named in the complaint or cross-complaint
      (1) ☐ have not been served *(specify names and explain why not)*:
      (2) ☐ have been served but have not appeared and have not been dismissed *(specify names)*:
      (3) ☐ have had a default entered against them *(specify names)*:
   c. ☐ The following additional parties may be added *(specify names, nature of involvement in case, and date by which they may be served)*:

4. **Description of case**
   a. Type of case in ☑ complaint ☐ cross-complaint *(Describe, including causes of action)*:
   Mistrialed UD

Form Adopted for Mandatory Use
Judicial Council of California
CM-110 [Rev. July 1, 2011]

Cal. Rules of Court, rules 3.720–3.730
www.courts.ca.gov

PLAINTIFF/PETITIONER: HSBC NA as Trustee for Certificate Holders DEFENDANT/RESPONDENT: Faith Brashear erroneously sued as Donna Beltz	CASE NUMBER: MCV1603595

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*
This is a UD Case that was mistrialed Coucil for Defendant was removed File obtained from Defendants attorney was incomplete and did not contain the information Defendant had requested in discoveries. Plaintiff has failed to meet the burden of proof outlined upon the 1st Amended answer to the complaint initially requested. See Steel Co. v. Citizens for Better Environ. ie: 2941.9(d) The Majority Action Affidavit is missing from the complaint. Defendant is a direct source named witness whom was employed with entities under HSBC's REMIC.

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**
The party or parties request ☑ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**
a. ☑ The trial has been set for *(date):* 6/23/2017
b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain):*
This case cannot be complete within this time due to the complexities and recent discoveries of tampering
c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability):*
The case contains documented vested interest in its outcome -fabrication of evidence -and has proceeded with rebutable presumptions. Defendant is missing discovery See attached proof of claim. In re: IRS Form 8594 filed by the Trustee and explaiantion as to why the "non bank" servicer is caliming to be the original lender on 1099-A

7. **Estimated length of trial**
The party or parties estimate that the trial will take *(check one):*
a. ☑ days *(specify number):* 3-5 Defendant is missing discoveries and is still seeking replacement Council
b. ☐ hours (short causes) *(specify):* as there is evedence suggesting evidence fabricaiton and witness tampering

8. **Trial representation** *(to be answered for each party)*
The party or parties will be represented at trial ☐ by the attorney or party listed in the caption ☐ by the following:
a. Attorney:
b. Firm: Defendant is still seeking alternant council in this matter, as this case now evidences tampering
c. Address:
d. Telephone number:
e. E-mail address:
f. Fax number:
g. Party represented:
☑ Additional representation is described in Attachment 8.

9. **Preference**
☑ This case is entitled to preference *(specify code section):* Rule 3.727 IFO Defendant (1) (8) (16) (17) (18) (19) (20)

10. **Alternative dispute resolution (ADR)**
a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.
(1) For parties represented by counsel: Counsel ☐ has ☑ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
(2) For self-represented parties: Party ☐ has ☑ has not reviewed the ADR information package identified in rule 3.221.
b. **Referral to judicial arbitration or civil action mediation** (if available).
(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption):*

PLAINTIFF/PETITIONER: HSBC NA as Trustee for Certificate Holders DEFENDANT/RESPONDENT: Faith Brashear erroneously sued as Donna Beltz	CASE NUMBER: MCV1603595

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in *(check all that apply and provide the specified information):*

	The party or parties completing this form **are willing** to participate in the following ADR processes *(check all that apply):*	If the party or parties completing this form in the case **have agreed** to participate in or have already completed an ADR process or processes, indicate the status of the processes *(attach a copy of the parties' ADR stipulation):*
(1) Mediation	☐	☐ Mediation session not yet scheduled ☐ Mediation session scheduled for (*date*): ☐ Agreed to complete mediation by (*date*): ☐ Mediation completed on (*date*):
(2) Settlement conference	☐	☐ Settlement conference not yet scheduled ☐ Settlement conference scheduled for (*date*): ☐ Agreed to complete settlement conference by (*date*): ☐ Settlement conference completed on (*date*):
(3) Neutral evaluation	☐	☐ Neutral evaluation not yet scheduled ☐ Neutral evaluation scheduled for (*date*): ☐ Agreed to complete neutral evaluation by (*date*): ☐ Neutral evaluation completed on (*date*):
(4) Nonbinding judicial arbitration	☐	☐ Judicial arbitration not yet scheduled ☐ Judicial arbitration scheduled for (*date*): ☐ Agreed to complete judicial arbitration by (*date*): ☐ Judicial arbitration completed on (*date*):
(5) Binding private arbitration	☐	☐ Private arbitration not yet scheduled ☐ Private arbitration scheduled for (*date*): ☐ Agreed to complete private arbitration by (*date*): ☐ Private arbitration completed on (*date*):
(6) Other (*specify*):	☐	☐ ADR session not yet scheduled ☐ ADR session scheduled for (*date*): ☐ Agreed to complete ADR session by (*date*): ☐ ADR completed on (*date*):

PLAINTIFF/PETITIONER:	HSBC NA as Trustee for Certificate Holders	CASE NUMBER: MCV1603595
DEFENDANT/RESPONDENT:	Faith Brashear erroneously sued as Donna Beltz	

11. **Insurance**
a. ☐ Insurance carrier, if any, for party filing this statement *(name):*
b. Reservation of rights: ☐ Yes ☐ No
c. ☐ Coverage issues will significantly affect resolution of this case *(explain):*
Plaintiff holds forced insurance against the property-

12. **Jurisdiction**
Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.
☐ Bankruptcy ☑ Other *(specify):* Federal Complaint is not final Motion for recosideration made Appeal
Status: being prepped- complaint being filed with and new suit being drafted for violation of the ADA act under Title 42

13. **Related cases, consolidation, and coordination**
a. ☑ There are companion, underlying, or related cases.
(1) Name of case: Faith vs. HSBC Bank USA NA as Trustee for "REMIC" certificate holders and SLS
(2) Name of court: Federal Court of Califonia for the Los Angelses, Central District
(3) Case number: 2:16-cv-02360-TJH-(kkx)
(4) Status: pending
☐ Additional cases are described in Attachment 13a.
b. ☑ A motion to ☐ consolidate ☐ coordinate will be filed by *(name party):*

14. **Bifurcation**
☑ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action *(specify moving party, type of motion, and reasons):*
Determination of Statues needed as this is an issue of a REMIC Trust attempting to collect a debt as a third party fiduciary. Fair Debt Collection Practices issues.The Marketable Record Title Act (MRTA, Civil Code section 882.02+) was enacted so that 'ancient mortgages' would not last forever.CC section 2911 is 4 years.

15. **Other motions**
☐ The party or parties expect to file the following motions before trial *(specify moving party, type of motion, and issues):*
Defendant strikes the line Page 3 ¶4
"Attorney Eric G. Fernandez " in her Motion for summery judgment as this was meant to read "This action arises out of HSBC bringing an unlaful detainer" Defendant was rushed for source material upon new discoveries

16. **Discovery**
a. ☐ The party or parties have completed all discovery.
b. ☐ The following discovery will be completed by the date specified *(describe all anticipated discovery):*

Party	Description	Date

c. ☑ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated *(specify):*
Proof of Verification is missing There is no Majority Action Affidavid as required under 2941.9. Additional proof of verification as outlined upon the 1st Amended answer to the complaint items #1 a-e Signature variences exist Plaintiff will need to autenticate signature of ADRIANA RIVAS. #2 a-i Sub of Trustee a.MI MCKERNAN was holds a duly authorized POA on behalf of HSBC as trustee for the REMIC certificate holders, and that HSBC is the beneficiary and the disclosed lender. #3 a-b #4 a-d #5 a-e #6 a-e. The Tila rescission was acknowled in the 2015 the Opp, Req for Jud. Notice and a Declaration of a Daniel Leon where SLS "stated awareness of the recission" which the prior servicer Bank of America also acknowledge which made this an unsecure promissory note Plaintiff will need to provide the order to vacte the 2009 TILA riscission of the perminantly unsecured and federally discharged under bk 6:08-bk-25762-PC. These courts are aware that a UD cannot be brought forth if a recission has been acknowledged TILA is an matter of law

PLAINTIFF/PETITIONER:	HSBC NA as Trustee for Certificate Holders	CASE NUMBER: MCV1603595
DEFENDANT/RESPONDENT:	Faith Brashear erroneously sued as Donna Beltz	

17. **Economic litigation**
    a. ☐ This is a limited civil case (i.e., the amount demanded is $25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
    b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed *(if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):*
    The testimony of Deleon in 2015 states many errors and is based upon heasay. Example Defendant did not borrow a loan fron Countrywide for $1.5 to purchase the property. Countrywide forfeited their banking status in 3/2007 when they changed primary regulatory agency from COMPTROLLER OF THE CURRENCY to OFFICE OF THRIFT SUPERVISION. This means they were no longer a bank at the time of the contract. So they had their status as a "banking institution" in 2006 but did not have it in 5/ 2007 upon which a warrenty deed of conveyance was forced upon an unencumbered property.Confirms awareness of Defendnant name

18. **Other issues**
    ☑ The party or parties request that the following additional matters be considered or determined at the case management conference *(specify):*
    Plaintiff has engaged these courts in activities sugesting the compromise of these courts. Defendent confronted the Head Justice Daniel Otellia in 2015 in #RIC 1508101 dismissed wout/prejudice of his CA-700 vested interest in First Team Real Estate where his wife hangs her licesne. Reports to the Riverside Grand Jury were made. Two of Plaintiffs Witness have direct business engagements with this company, and a representative of this compnay "happend by" Defendants property the day after denial of a injuction hearing.

19. **Meet and confer**
    a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court *(if not, explain):*

    b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following *(specify):*
    Defendant has been stripped of coucil and has not been given a new meet or confer. Plaintiffs council has engaged in false accusations against Defendant, Plaintiffs council has ignored requests for discoveries, these courts have denied Defendant from filing motions to compell for production of documents after Defendant asked a denied Federal Question in pro per as a federal witness, yet allowed council to move to trial at that time. At this time Plaintiff cannot proceed to trial, nor can Defendant proceed without a criminal attorney

20. Total number of pages attached *(if any):* _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

_____ ▶ _____
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY)

_____ ▶ _____
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

FAITH BRASHEAR

1095 LOWRY RANCH ROAD

CORONA CA. 92881

DEFENDANT

RECEIVED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
JUN 13 2017

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE – MORENO VALLEY COURTHOUSE

HSBC BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE DEUTSCHE ALT-A SECURITIES INC. MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2007-OA4
Plaintiff,

vs.

FAITH BRASHEAR, and DOES 1 to 5, Inclusive
Defendants.

Case No.: **MVC-1603595**
FIRST AMENDED-VERIFIED ANSWER TO COMPLAINT FOR UNLAWFUL DETAINER

DEFENDANT'S ANSWER

Faith Brashear erroneously
sued as Donna Beltz
1095 Lowry Ranch Road
Corona, California 92881

Defendant

RECEIVED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 13 2017

SUPERIOR COURT OF CALFORNIA
COUNTY OF RIVERSIDE
RIVERSIDE/ MORENO VALLEY COURTHOUSE

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE DEUTSCHE ALT-A SECURITIES, INC., MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATIES SERIES 2007-OA4,

Defendant,

v.

DONNA BELTZ and DOES 1-5,

Defendants.

NO.. MVC 1[illegible]

NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGEMENT

Hearing Date:
Place : Dept.
Time :

RECEIVED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
JUN 1 8 2017

Faith Brashear erroneously
sued as Donna Beltz
1095 Lowry Ranch Road
Corona, California 92881

Defendant

SUPERIOR COURT OF CALFORNIA
COUNTY OF RIVERSIDE
RIVERSIDE/ MORENO VALLEY COURTHOUSE

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE DEUTSCHE ALT-A SECURITIES, INC., MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2007-OA4,

Defendant,

v.

DONNA BELTZ and DOES 1-5,

Defendants.

NO.: MVC 1603595

NOTICE OF MOTION AND MOTION FOR LEAVE TO FILE AMENDED ANSWER; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION

Hearing Date:
Place : Dept.
Time :

[redacted]
sued as Do[redacted] Beltz
1095 Lowry [redacted]anch Ro[redacted]
Corona, Cali[redacted]nia 928[redacted]

Defendant

RECEIVED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
JUN 13 2017

SUPERIOR COURT OF CALFORNIA
COUNTY OF RIVERSIDE
[redacted]RIVERSIDE/ MORENO VALLEY COURTHOUSE

HSBC BANK [redacted]SA, NATIONAL ASSOCIATIO[redacted] TRUSTEE FOR THE HOLDERS OF THE DEUTSCHE ALT-A SECURITIES, INC., MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATIES SERIES 2007-OA4, Defendant, v DONNA BELTZ and DOES 1-5, Defendants.	NO.. MVC 1603595 **Exhibit 1**

[redacted]

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NO:	FOR COURT USE ONLY
NAME: Faith Brashear FIRM NAME: Pro Se STREET ADDRESS: 1095 Lowry Ranch Road CITY: Corona STATE: CA ZIP CODE: 92881 TELEPHONE NO.: 951) 268-4042 FAX NO. 855) 204-0859 E-MAIL ADDRESS: Faith@Betterquest.com ATTORNEY FOR (Name):		RECEIVED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE JUN 13 2017
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: RIVERSIDE/ MORENO VALLEY COURTHOUSE MAILING ADDRESS: 4050 Main Street CITY AND ZIP CODE: Riverside CA 92501 BRANCH NAME: Historical		
Plaintiff/Petitioner: Faith Brashear erroneously sued as Donna Beltz Defendant/Respondent: HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE		
REQUEST FOR DISMISSAL	CASE NUMBER: MVC 1603595	

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please dismiss this action as follows:
   a. (1) ☒ With prejudice (2) ☐ Without prejudice
   b. (1) ☐ Complaint (2) ☐ Petition
   c. (3) ☐ Cross-complaint filed by *(name)*: on *(date)*:
   d. (3) ☐ Cross-complaint filed by *(name)*: on *(date)*:
   e. (3) ☒ Entire action of all parties and all causes of action
   f. (3) ☐ Other (specify):*

(If the dismissal requested is of specified parties only or of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.)

2. ☐ (Complete in all cases except family law cases.) The court did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If any were waived, the declaration on the back of this form must be completed).*

Date:

(TYPE OR PRINT NAME)

(SIGNATURE)

Attorney or party without attorney for:

☐ Plaintiff/Petitioner ☐ Defendant/Respondent

☐ Cross-complainant

BRYAN CAVE LLP
Stuart W. Price, California Bar No. 125918
3161 Michelson Drive, Suite 1500
Irvine, California 92612-4414
Telephone: (949) 223-7000
Facsimile: (949) 223-7100
E-Mail: swprice@bryancave.com

BRYAN CAVE LLP
Sarah Burwick, California Bar No. 267263
120 Broadway, Suite 300
Santa Monica, California 90401-2386
Telephone: (310) 576-2100
Facsimile: (310) 576-2200
E-Mail: sarah.burwick@bryancave.com

Attorneys for Defendants
SPECIALIZED LOAN SERVICING, LLC; HSBC BANK USA, NATIONAL ASSOCIATION, as Trustee for the Holders of the Deutsche Alt-A Securities, Inc. Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-OA4; and AMI MCKERNAN

Bryan Cave LLP
3161 Michelson Drive, Suite 1500
Irvine, California 92612-4414

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE, HISTORICAL COURTHOUSE

FAITH LYNN BRASHEAR

Plaintiff,

vs.

HONG KONG AND SHANGHAI BANKING CORPORATION DBA HSBC BANK USA, NATIONAL ASSOCIATION, as Trustee of the Holders of the Deutsche Alt-A Securities, Inc. Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-OA4; THE MORTGAGE LAW FIRM, PLC, as Trustee and Agent of a Beneficiary; as agent for Wells Fargo Bank, N.A.; RYAN REMINGTON, an agent of The Mortgage Law Firm, PLC; SPECIALIZED LOAN SERVICING LLC, as servicer for HSBC Bank USA, National Association, as Trustee for the Holders of the Deutsche Alt-A Securities, Inc. Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-OA4; AMI MCKERNAN, an officer and agent of Specialized Loan Servicing LLC, and All persons and entities claiming any right to real property located at 1095 Lowry Ranch Road Corona, California 92881 and Does 1-20, inclusively,

Defendants.

Case No. RIC 1508101

DECLARATION OF DANIEL LEON IN SUPPORT OF DEFENDANTS' RESPONSE TO ORDER TO SHOW CAUSE REGARDING PRELIMINARY INJUNCTION

Date: September 11, 2015
Time: 8:30 a.m.
Dept.: 4

Complaint Filed: July 10, 2015

I, DANIEL LEON, declare as follows:

1. I am employed as a Second Assistant Vice President, Default Administration at Specialized Loan Servicing, LLC ("SLS"). In my position and as part of my employment, I am familiar with the business records of SLS, which services the loan at issue in this case, and have specifically reviewed the loan file and payment histories of plaintiff Faith Lynn Brashear's ("Brashear") loan, SLS loan no. ******4485. It is my understanding that Brashear is also known as Donna Beltz, the named borrower of record. The facts and documents set forth below are maintained in the ordinary course of business at SLS, and if called upon to testify regarding such matters, I could competently do so.

2. I submit this Declaration in support of Defendants Specialized Loan Servicing LLC; HSBC Bank USA, N.A., as Trustee for the Holders of the Deutsche Alt-A Securities, Inc. Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-OA4 (erroneously named as "Hong Kong and Shanghai Banking Corporation DBA HSBC Bank USA, National Association"), and Ami McKernan's ("Defendants") Opposition to the Order to Show Cause regarding Preliminary Injunction in the above-entitled action. Defendants' Opposition asserts that the Court should not enjoin Defendants from foreclosing on the subject property, which is located at 1095 Lowry Ranch Road, Corona, California 92881 (the "Property").

3. I am familiar with SLS' procedures and processes regarding recording documents related to residential mortgage loans. I have reviewed the documents identified below related to Brashear's loan and Deed of Trust. The documents referenced in this declaration were made and kept in the ordinary course of business by persons who have a business duty to create and maintain such documents.

4. According to the electronic books and records of SLS, in May 2007, Brashear, under the name Donna Beltz, borrowed $1.5 million from Countrywide Bank, FSB to finance the purchase of the Property. A Deed of Trust secured the loan.

5. According to the electronic books and records of SLS, on or about December 1, 2013, SLS acquired the servicing rights to the loan from Bank of America. At the time, the loan was due for June 2008. In other words, it was more than five years in default.

Bryan Cave LLP
3161 MICHELSON DRIVE, SUITE 1500
- Irvine, California 92612-4414

6. According to the electronic books and records of SLS, SLS sent Brashear a welcome letter on December 9, 2013, which notified her that SLS was becoming her loan servicer. A true and correct copy of the December 9, 2013 letter is attached as Exhibit A.

7. According to the electronic books and records of SLS, in February and March 2014, Brashear sent SLS correspondence demanding that SLS cease communicating with her regarding her loan by telephone. Her March 20, 2014 letter said she "specifically requested no contact be made other than in writing." The letters contended that SLS was violating the Fair Debt Collection Practices Act by contacting her, because SLS had no right to collect on the subject loan. SLS complied with the request and removed Brashear's telephone number from the account. A true and correct copy of Brashear's February and March 2014 correspondence is attached as Exhibit B.

8. According to the electronic books and records of SLS, on April 9, 2014, SLS sent Brashear a letter responding to some concerns she had raised regarding her loan in prior letters. In the letter, SLS stated:

> SLS is committed to helping our borrowers avoid foreclosure. We have several loss mitigation options available to qualified borrowers, including a modification of your mortgage loan to assist you in bringing your loan current. If you are interested in exploring any of these options, please contact your assigned representative, Kathleen (Teller ID:11660) at 1-800-306-6059 Monday through Friday, 6:00 a.m. until 6:00 p.m. MT.

The letter also invited Brashear to call SLS's general customer service line if she had any other concerns. A true and correct copy of the April 9, 2014 letter is attached hereto as Exhibit C.

9. According to the electronic books and records of SLS, despite SLS sending her solicitations for loss mitigation, Brashear did not submit a Request for Modification form or supporting documentation. Instead, she sent several letters challenging SLS' right to service her loan.

10. According to the electronic books and records of SLS, on September 5, 2014, Brashear sent SLS a written request regarding her loan servicing. Among other things, Brashear's

Bryan Cave LLP
3161 MICHELSON DRIVE, SUITE 1500
Irvine, California 92612-4414

letter sought to rescind the loan pursuant to the Truth in Lending Act ("TILA"). SLS responded by letter dated September 18, 2014. The letter advised Brashear that SLS did not believe there were any TILA violations that would give rise to a right to rescind, and that in order to rescind the loan pursuant to TILA, Brashear would need to repay the full original amount of the loan less any payments made. A true and correct copy of SLS' September 18, 2014 letter is attached hereto as Exhibit D.

11. On December 15, 2014, SLS sent Brashear a letter indicating that it had not received a completed loan modification application from Brashear. The letter also noted that both SLS and the prior loan servicer, Bank of America, had solicited Brashear for loss mitigation, but she failed to submit complete applications. A true and correct copy of the December 15, 2014 letter is attached hereto as Exhibit E.

12. On April 1, 2015, SLS sent Brashear a letter responding to a dispute that she filed with the California Department of Business Overnight. The letter stated:

> You have further indicated that SLS failed to review the account for applicable loss mitigation alternatives. Please note that we have been unable to review the account for loss mitigation assistance as we have not received any financial documentation to review. Pursuant to the FDCPA, you requested SLS cease and desist all verbal communication. Accordingly, all communication with you had been in writing, including our attempts to advise you of the loss mitigation options which may be available to you. We respectfully disagree with your statements that any violation has occurred in this regard.

A true and correct copy of the April 1, 2015 letter is attached hereto as Exhibit F.

13. According to the electronic books and records of SLS, and based on my review of these loan records, I believe that Brashear has not submitted any loan modification applications to SLS.

14. According to the electronic books and records of SLS, and based on my review of these loan records, I believe that Brashear has never tendered or offered to tender the original amount of the loan – or any payment at all since May 2008 – to SLS.

Bryan Cave LLP
3161 MICHELSON DRIVE, SUITE 1500
Irvine, California 92612-4414

15. According to the electronic books and records of SLS, the loan is still only paid through May 2008.

16. According to the electronic books and records of SLS, Brashear's latest monthly payment on the loan, as of June 1, 2008, would be $6,824.59. Because her loan has an adjustable rate, her current payment would be different now if she had been making payments. SLS has sent Brashear multiple ARM change notices, when applicable.

17. According to the electronic books and records of SLS, since SLS began servicing Brashear's loan, Brashear has sent SLS several letters containing various questions and complaints regarding her loan. SLS has sent Brashear timely responses to these letters.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed this 27th day of August, 2015, at Highlands Ranch, Colorado.

DANIEL LEON

SECOND ASSISTANT VICE PRESIDENT, DEFAULT ADMINISTRATION

SPECIALIZED LOAN SERVICING LLC

Bryan Cave LLP
3161 MICHELSON DRIVE, SUITE 1500
Irvine, California 92612-4414

Faith Lynn Brashear
Plaintiff /Witness/ Advocate
In RE: 1095 Lowry Ranch Road
Corona, CA 92881
Tel: 951-268-4042
Preferred Response: Fax: 855-204-[illegible]9
[illegible]

THE RYAN FIRM – a Corp.
Defendant respondent

FEDERAL [illegible] OF CALIF[illegible]
FOR THE LOS ANGELES, [illegible]

FAITH LYNN BRASHEAR, an individual,
Plaintiff
vs.
SPECIALIZED LOAN SERVICING LLC, as servicer for HSBC Bank USA, National Association, as Trustee for the Holders of the Deutsche Alt-A Securities, Inc., Mortgage loan Trust, Mortgage Pass-Through Certificates Series 2007 –OA4; and All persons and entities claiming any right to real property located at 1095 Lowry Ranch Road Corona, California 92881 and Does 1-10, inclusively, Defendants

***Notice of forthcoming criminal investigations. These courts are in prejudice of this case – DEMAND for immediate recusal and reconsideration upon rulings and sanctions made void per courts vested interest. Incorporating CASE No. CV16-2360 GW (GJSx) id pg 20 in this motion - documentation confirmation suspicions of violations of 18 U.S. Code § 242 and under 18 U.S.C. § 1964 (c) in accordance with the decision of the United States Supreme Court in Tafflin v Levitt. 493 U.S. 455**

MOTION TO RECONSIDER [illegible]

Violation of 42 U.S. Code § 12202 - State Immunity [illegible]
current Congress (Pub. L. 101–336, title V, § [illegible]
Prohibition against retaliation and coercion. – [illegible]
Evidence of vested interest in the outcome of [illegible]

EXHIBIT – 5
Attestation – Prospectus Supplements to REMIC

UNITED STATES OF AMERICA

SECURITIES AND EXCHANGE COMMISSION

ATTESTATION

I HEREBY ATTEST

that:

Attached is a copy of prospectus supplement dated June 29, 2007, received in this Commission on July 3, 2007, under the name of Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4, File No. 333-141008-05, pursuant to the provisions of the Securities Act of 1933.

on file in this Commission

September 3, 2015

Date

LARRY MILLS

Larry Mills, Management and Program Analyst

It is hereby certified that the Secretary of the U.S. Securities and Exchange Commission, Washington, DC, which Commission was created by the Securities Exchange Act of 1934 (15 U.S.C. 78a et seq.) is official custodian of the records and files of said Commission and was such official custodian at the time of executing the above attestation, and that he/she, and persons holding the positions of Deputy Secretary, Assistant Director, Records Officer, Branch Chief of Records Management, and the Program Analyst for the Records Officer, or anyone of them, are authorized to execute the above attestation.

For the Commission

Brent J. Fields

Secretary

Prospectus Supplement dated June 29, 2007 (to Prospectus dated June 11, 2007)

$2,124,065,000 (Approximate)
Mortgage Pass-Through Certificates

Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4
Issuing Entity

DB Structured Products, Inc.
Sponsor

ACE Securities Corp.
Depositor

Wells Fargo Bank, N.A.
Securities Administrator and Master Servicer

The issuing entity will hold one pool of conventional, adjustable-rate and fixed-rate, negative amortization first lien residential mortgage loans and will issue the following classes of certificates that are offered under this prospectus supplement:

Class	Original Principal Balance[1]	Pass-Through Rate	Class	Original Principal Balance[1]	Pass-Through Rate
I-A-1A	$420,000,000	One-Month LIBOR plus 0.19%[2]	M-2	$14,966,000	One-Month LIBOR plus 0.42%[2]
I-A-1B	$413,477,000	One-Month LIBOR plus 0.13%[2]	M-3	$10,690,000	One-Month LIBOR plus 0.52%[2]
II-A-1	$151,671,000	One-Month LIBOR plus 0.20%[2]	M-4	$10,690,000	One-Month LIBOR plus 0.80%[2]
II-A-2	$37,918,000	One-Month LIBOR plus 0.32%[2]	M-5	$10,690,000	One-Month LIBOR plus 0.90%[2]
III-A-1	$149,369,000	One-Month LIBOR plus 0.19%[2]	M-6	$10,689,000	One-Month LIBOR plus 1.10%[2]
A-2A	$96,634,000	(3)	M-7	$10,690,000	One-Month LIBOR plus 2.00%[2]
A-2B	$312,883,000	(3)	M-8	$10,690,000	One-Month LIBOR plus 3.00%[2]
A-3	$245,710,000	(3)	M-9	$10,690,000	One-Month LIBOR plus 3.00%[2]
A-4	$144,608,000	(3)	M-10	$10,690,000	One-Month LIBOR plus 3.00%[2]
M-1	$43,828,000	One-Month LIBOR plus 0.38%[2]	M-11	$7,482,000	One-Month LIBOR plus 3.00%[2]

See next page for footnotes.

Credit enhancement for all of these certificates will be provided by excess interest, overcollateralization and subordination. The certificates will also have the benefit of a floor agreement and a certificate swap agreement, the Class I-A-1B Certificates will also have the benefit of a separate Class I-A-1B swap agreement and the Class A-2A Certificates will also have the benefit of a separate Class A-2A swap agreement.

You should consider carefully the risk factors beginning on page S-20 in this prospectus supplement.

The certificates will represent an interest in the issuing entity only and will not represent obligations of the depositor, the sponsor or any of their affiliates. No governmental agency or instrumentality or any other person will insure the certificates or the collateral securing the certificates.

You should consult with your own advisors to determine if the offered certificates are appropriate investments for you and to determine the applicable legal, tax, regulatory and accounting treatment of the offered certificates.

The certificates offered by this prospectus supplement will be purchased by Deutsche Bank Securities Inc. from the depositor, and are being offered by Deutsche Bank Securities Inc. from time to time for sale to the public in negotiated transactions or otherwise at varying prices to be determined at the time of sale. From the sale of the offered certificates, the depositor will receive approximately 99.77% of their initial certificate principal balance, less expenses.

Neither the SEC nor any state securities commission has approved the offered certificates or determined that this prospectus supplement or the prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

The Attorney General of the State of New York has not passed on or endorsed the merits of this offering. Any representation to the contrary is unlawful.

DO NOT DELETE - FOR S PAGE NUMBERING

SUMMARY

The following summary is a very broad overview of the certificates offered by this prospectus supplement and the accompanying prospectus and does not contain all of the information that you should consider in making your investment decision. To understand the terms of the offered certificates, carefully read this entire prospectus supplement and the entire accompanying prospectus. Capitalized terms used in this summary may be defined elsewhere in this prospectus supplement.

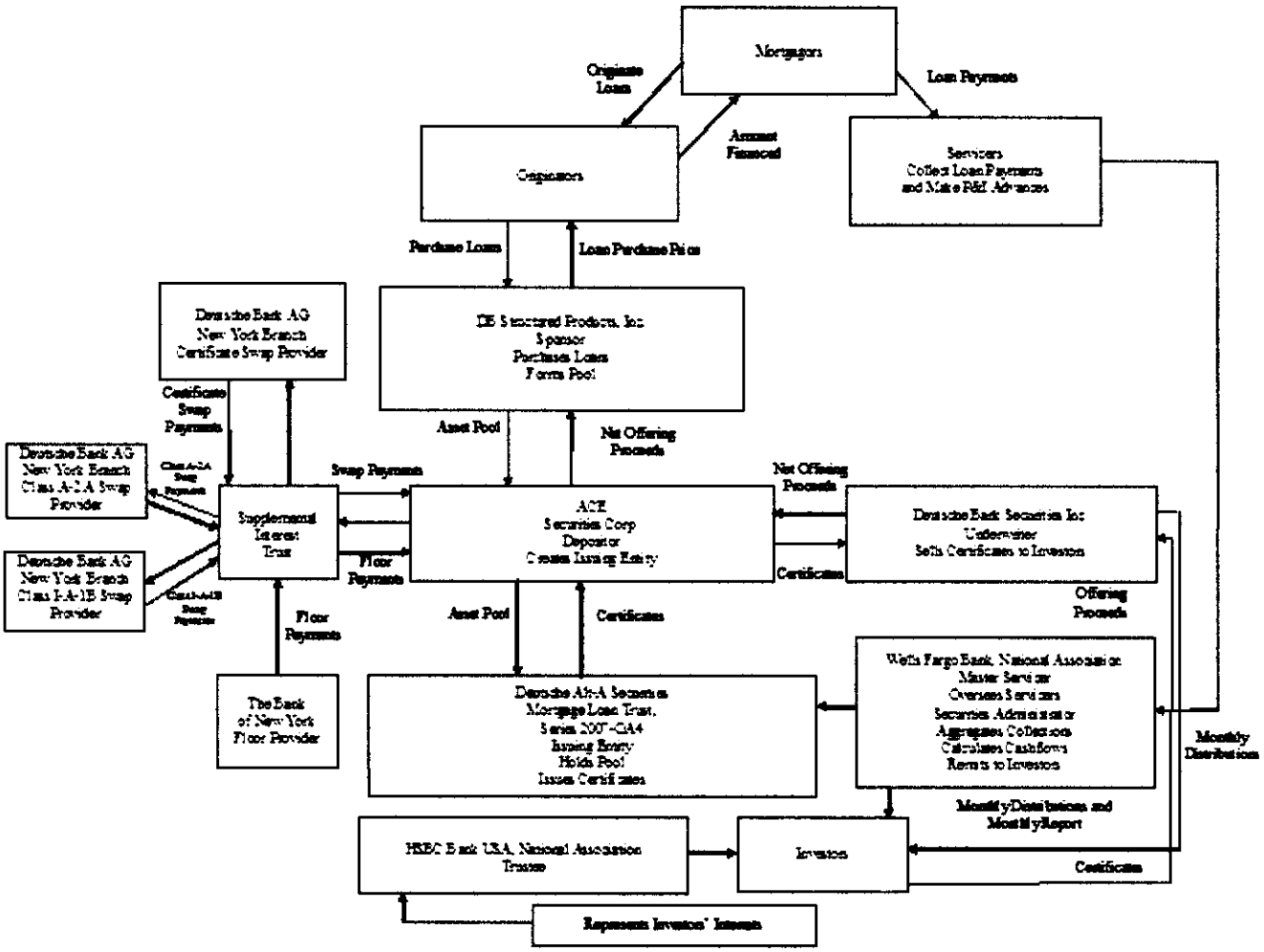
Transaction Parties

Issuing Entity	Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4, a New York common law trust. The issuing entity will be established pursuant to a pooling and servicing agreement dated as of the cut-off date among ACE Securities Corp., as depositor, Wells Fargo Bank, N.A., as master servicer and as securities administrator, Clayton Fixed Income Services Inc., as credit risk manager, and HSBC Bank USA, National Association, as trustee. The issuing entity is also sometimes referred to herein as the "trust" or the "trust fund."
Sponsor	DB Structured Products, Inc., a Delaware corporation.
Depositor	ACE Securities Corp., a Delaware corporation. See "The Depositor" in this prospectus supplement and "The Depositor" the prospectus.
Originators	Countrywide Home Loans, Inc. with respect to approximately 86.13%, of the mortgage loans by aggregate principal balance as of the cut-off date. The remainder of the mortgage loans were originated by various originators, each of which has originated less than 10.00% of the mortgage loans by aggregate principal balance as of the cut-off date. See "Description of the Mortgage Pool—The Originators" in this prospectus supplement.
Master Servicer	Wells Fargo Bank, N.A., a national banking association. See "The Securities Administrator, the Master Servicer and the Custodians" in this prospectus supplement.
Servicers	Countrywide Home Loans Servicing LP and GMAC Mortgage LLC with respect to approximately 86.13% and approximately 13.87%, respectively, of the mortgage loans by aggregate principal balance as of the cut-off date. See "Description of the Mortgage Pool—The Servicers" in this prospectus supplement.
Trustee	HSBC Bank USA, National Association, a national banking association. See "The Trustee" in this prospectus supplement.
Securities Administrator	Wells Fargo Bank, N.A. See "The Securities Administrator, the Master Servicer and the Custodians" in this prospectus supplement.
Custodians	Wells Fargo Bank, N.A. and Deutsche Bank National Trust Company. See "The Securities Administrator, the Master Servicer and the Custodians" in this prospectus supplement.
Credit Risk Manager	Clayton Fixed Income Services Inc. See "The Credit Risk Manager" in this prospectus supplement.
NIMS Insurer	One or more insurance companies may issue a financial guaranty insurance policy covering certain payments to be made on net interest margin securities to be issued by a separate trust and secured by all or a portion of the Class CE-1 and Class P certificates. In such event, the NIMS Insurer will be able to exercise rights which could adversely impact the related certificateholders. See "Risk Factors—Rights of NIMS Insurer" in this prospectus supplement.
Floor Provider	The Bank of New York. See "Description of the Certificates—The Floor Provider" in this prospectus supplement.

Certificate Swap Provider, Class I-A-1B Swap

Provider and Class A-2A Swap Provider	Deutsche Bank AG New York Branch, a banking institution and a stock corporation incorporated under the laws of Germany. See "Description of the Certificates—The Certificate Swap Provider, Class I-A-1B Swap Provider and Class A-2A Swap Provider" in this prospectus supplement.

TRANSACTION STRUCTURE



Rights of the NIMS Insurer.

Pursuant to the terms of the pooling and servicing agreement, unless there exists a continuance of any failure by the NIMS Insurer, if any,

FEDERAL INCOME TAX CONSEQUENCES

Multiple elections will be made to treat designated portions of the trust as real estate mortgage investment conduits ("**REMICs**") for federal income tax purposes. Upon the issuance of the Offered Certificates, McKee Nelson LLP, special counsel to the depositor, will deliver its opinion generally to the effect that, assuming compliance with all provisions of the Pooling and Servicing Agreement, for federal income tax purposes, each REMIC for which the securities administrator files a REMIC election will qualify as a REMIC under Sections 860A through 860G of the Internal Revenue Code of 1986 (the "**Code**"). The Residual Certificates will consist of components, each of which will represent the sole class of "residual interests" in a REMIC.

For federal income tax information reporting purposes, the securities administrator will treat each holder of an Offered Certificate (a "**Component Certificate**") (i) as holding an undivided interest in a REMIC regular interest (the "**REMIC regular interest component**") and (ii) as having entered into a limited recourse notional principal contract (the "**Cap Contract**"). For this purpose, the REMIC regular interest component will be entitled to receive interest and principal payments at the times and in the amounts equal to those made on the Component Certificates to which it corresponds, except that (i) any Swap Termination Payment will be treated as being payable solely from the Net Monthly Excess Cashflow and (ii) the maximum interest rate of the corresponding REMIC regular interest will equal the Net WAC Pass-Through Rate, determined by (x) limiting, with respect to each Group, product of 250, the Certificate Swap Allocation Percentage for such group and the notional amount of the Certificate Swap Agreement to the aggregate Principal Balance of the Mortgage Loans in such Group and (y) ignoring any Swap Termination Payment. As a result of the foregoing, the amount of the distributions on the REMIC regular interest corresponding to a Class of Component Certificates may exceed the actual amount of distributions on such Class of Certificates.

Any payment on a Component Certificate in excess of the amount payable on its corresponding REMIC regular interest (an "**Excess Payment Amount**") will be treated as paid pursuant to the Cap Contract. Alternatively, any amount payable on the REMIC regular interest corresponding to a Component Certificate in excess of the amount payable on the Component Certificate will be treated as having been received by the holder of that Component Certificate and then as having been paid by such holder pursuant to the Cap Contract. Consequently, each beneficial owner of a Component Certificate will be required to report income accruing with respect to the REMIC regular interest component as discussed under "Material Federal Income Tax Considerations–REMICs" in the Prospectus. In addition, each beneficial owner of a Component Certificate will be required to report net income with respect to the Cap Contract component and will be permitted to recognize a net deduction with respect to the Cap Contract component, subject to the discussion below. Prospective investors should consult their own tax advisors regarding the consequences to them in light of their own particular circumstances of taxing separately the two components comprising each Component Certificate.

Under the REMIC regulations, each holder of a Component Certificate must allocate its purchase price for a Component Certificate between its undivided interest in the REMIC regular interest component and its undivided interest in the Cap Contract in accordance with the relative fair market values of each property right. Original issue discount regulations provide that the trust's allocation of the issue price is binding on all holders unless the holder explicitly discloses on its tax return that its allocation is different from the trust's allocation. For tax reporting purposes, the securities administrator will, unless otherwise directed in the Pooling and Servicing Agreement or by the depositor, treat the Cap Contract component as having a nominal value. The Cap Contract component is difficult to value, and the Internal Revenue Service ("**IRS**") could assert that the value of such rights as of the Closing Date is greater than the value used for information reporting purposes. Prospective investors should consider the tax consequences to them if the IRS were to assert a different value for the Cap Contract component.

Under the REMIC regulations, the securities administrator is required to account for the REMIC regular interest and the Cap Contract component as discrete property rights. The securities administrator, as provided in the Pooling and Servicing Agreement, will treat Excess Payment Amounts as payments under a "notional principal contract," as defined in the notional principal contracts regulations (the "**Notional Principal Contract Regulations**").

If a holder of a Component Certificate is an individual, amortization of the price paid for the right to receive Excess Payment Amounts may be treated as a miscellaneous itemized deduction. In computing taxable income, an individual is allowed to deduct miscellaneous itemized deductions only to the extent the sum of such deductions exceeds two percent of the individual's adjusted gross income. Further, an individual is not allowed a deduction for miscellaneous itemized deductions in computing alternative minimum taxable income. Because a beneficial owner of a Component Certificate will be required to include in income the amount deemed to have been paid by such owner pursuant to the Cap Contract but may not be able to deduct that amount from income, a beneficial owner of a Component Certificate may have income that exceeds cash distributions on the Component Certificate, in any period and over the term of the Component Certificate. As a result, the Component Certificates may not be a suitable investment for any taxpayer whose net deduction with respect to the Cap Contract would be subject to the foregoing limitations.

Upon the sale of a Component Certificate, the amount of the sale price allocated to the selling certificateholder's right to receive Excess Payment Amounts would be considered a "**termination payment**" under the Notional Principal Contract Regulations. A holder of a Component Certificate will have gain or loss from such a termination of the right to receive Excess Payment Amounts equal to (i) any termination payment it received or is deemed to have received minus (ii) the unamortized portion of any amount paid (or deemed paid) by the certificateholder upon

(a) only if payments are not made under the Class A-2A Swap Agreement or the Class A-2A Swap Agreement has been terminated, the product of (x) the excess, if any, of (A) the related Net WAC Pass-Through Rate for that Distribution Date over (B) a fraction (expressed as a percentage) the numerator of which is the product of (i) the Net Deferred Interest, if any, on the Group I Mortgage Loans for that Distribution Date and (ii) 12, and the denominator of which is the aggregate Stated Principal Balance of the Group I Mortgage Loans as of the Due Date occurring in the month of that Distribution Date and (y) a fraction, the numerator of which is 30, and the denominator of which is the actual number of days that elapsed in the Interest Accrual Period; and

(b) so long as payments are made under the Class A-2A Swap Agreement and the Class A-2A Swap Agreement has not been terminated, will equal the Pass-Through Rate for the Class I-A-2A Component; and

(vi) with respect to the Class III-A-2A Component,

(a) only if payments are not made under the Class A-2A Swap Agreement or the Class A-2A Swap Agreement has been terminated, the product of (x) the excess, if any, of (A) the related Net WAC Pass-Through Rate for that Distribution Date over (B) a fraction (expressed as a percentage) the numerator of which is the product of (i) the Net Deferred Interest, if any, on the Group III Mortgage Loans for that Distribution Date and (ii) 12, and the denominator of which is the aggregate Stated Principal Balance of the Group III Mortgage Loans as of the Due Date occurring in the month of that Distribution Date and (y) a fraction, the numerator of which is 30, and the denominator of which is the actual number of days that elapsed in the Interest Accrual Period; and

(b) so long as payments are made under the Class A-2A Swap Agreement and the Class A-2A Swap Agreement has not been terminated, will equal the Pass-Through Rate for the Class III-A-2A Component.

The Floor Agreement and Floor Account

The Floor Agreement

The Group I Senior Certificates, Group II Senior Certificates, Group III Senior Certificates, Subordinate Certificates and Components will have the benefit of an interest rate floor agreement. On or before the Closing Date, the trustee will enter into an interest rate floor agreement (the "**Floor Agreement**") with The Bank of New York (the "**Floor Provider**"). A separate trust created under the pooling and servicing agreement (the "**Supplemental Interest Trust**") will hold the Floor Agreement documented by a Confirmation between the Trustee, on behalf of the Supplemental Interest Trust, and the Floor Provider. The Floor Agreement and any payments made by the Floor Provider thereunder will be assets of the Supplemental Interest Trust but will not be assets of any REMIC.

The significance percentage in respect of the Floor Agreement, as calculated in accordance with Item 1115 of Regulation AB, is less than 10%. If the Floor Provider is requested to provide financial information ("**Required Floor Information**") pursuant to Item 1115 of Regulation AB (a "**Floor Disclosure Event**"), the Floor Provider will be required to (1) provide the Required Floor Information within the time period required by the related Floor Agreement, (2) obtain a substitute Floor Provider acceptable to the rating agencies that will assume the obligations of the Floor Provider under the Floor Agreement, and which entity is able to comply with the requirements of Item 1115 of Regulation AB within the time period required by the Floor Agreement or (3) obtain a guaranty of the Floor Provider's obligations under the Floor Agreement from an affiliate of the Floor Provider that is able to comply with the financial information disclosure requirements of Item 1115 of Regulation AB, all as provided in the Floor Agreement.

Pursuant to the Floor Agreement, on the second business day prior to each Distribution Date, the Floor Provider will be obligated to pay to the Supplemental Interest Trust for the benefit of the holders of the Offered Certificates (the "**Floor Provider Payment**"), an amount (the "**Floor Payment**") equal to the product of (i) the excess, if any, of (x) the Floor Strike Rate (as set forth on Annex II to this prospectus supplement) over (y) the greater of (a) one-month LIBOR (as determined pursuant to the floor agreement) and (b) the Floor Ceiling Rate (as set forth on Annex II to this prospectus supplement), (ii) the Floor Notional Amount (as set forth on Annex II to this prospectus supplement) and (iii) a fraction, the numerator of which is the actual number of days elapsed from the previous Distribution Date to but excluding the current Distribution Date (or, for the first Distribution Date, the actual number of days elapsed from the Closing Date to but excluding the first Distribution Date), and the denominator of which is 360. Payments received by the Supplemental Interest Trust pursuant to the Floor Agreement will be deposited by the securities administrator in a reserve fund (the "**Floor Account**") and will be available for distributions to the Offered Certificates as set forth below.

The Floor Agreement will terminate immediately following the Distribution Date in July 2008.

If the Floor Provider's credit rating falls below certain short-term credit rating and/or long-term credit rating thresholds as specified in the Floor Agreement, the Floor Provider will be required, subject to the rating agency condition (as defined in the Floor Agreement) to (1) post collateral securing its obligations under the Floor Agreement, (2) obtain a substitute floor provider acceptable to the rating agencies that will assume the obligations of the Floor Provider under the Floor Agreement, (3) obtain a guaranty or contingent agreement of the Floor Provider's obligations under the Floor Agreement from another person acceptable to the rating agencies or (4) establish any other arrangement sufficient to restore the credit rating of the Offered Certificates, all to the extent and as provided in the Floor Agreement (such provisions, the "**Floor Downgrade Provisions**"). If the Floor Provider's credit rating falls below certain other short-term credit rating and/or long-term credit rating

UNITED STATES OF AMERICA

SECURITIES AND EXCHANGE COMMISSION

ATTESTATION

I HEREBY ATTEST

that:

Attached is a copy of a free writing prospectus received in this Commission on June 13, 2007, under the name of Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4, File No. 333-141008-05, pursuant to the provisions of the Securities Act of 1933.

on file in this Commission

04/06/2016

Date

LARRY MILLS

Larry Mills, Records & Information Management Specialist

It is hereby certified that the Secretary of the U.S. Securities and Exchange Commission, Washington, DC, which Commission was created by the Securities Exchange Act of 1934 (15 U.S.C. 78a et seq.) is official custodian of the records and files of said Commission and was such official custodian at the time of executing the above attestation, and that he/she, and persons holding the positions of Deputy Secretary, Assistant Director Records Officer, Branch Chief of Records Management, Records and Information Management Specialist, and the Program Analyst for the Records Officer or anyone of them, are authorized to execute the above attestation.

For the Commission

Brent J. Fields

Secretary

EXECUTION COPY

ACE SECURITIES CORP.,

as Depositor,

WELLS FARGO BANK, N.A.

as Master Servicer and Securities Administrator,

CLAYTON FIXED INCOME SERVICES INC.,

as Credit Risk Manager,

and

HSBC BANK USA, NATIONAL ASSOCIATION

as Trustee

POOLING AND SERVICING AGREEMENT

Dated as of June 1, 2007

Mortgage Pass-Through Certificates

Series 2007-OA4

This Pooling and Servicing Agreement, dated and effective as of June 1, 2007 (this "Agreement"), is executed by and among ACE Securities Corp., as depositor (the "Depositor"), Wells Fargo Bank, N.A., as master servicer (the "Master Servicer") and as securities administrator (the "Securities Administrator"), Clayton Fixed Income Services Inc., as credit risk manager (the "Credit Risk Manager"), and HSBC Bank USA, National Association, as trustee (the "Trustee"). Capitalized terms used in this Agreement and not otherwise defined have the meanings ascribed to such terms in Article I hereof.

PRELIMINARY STATEMENT

The Depositor at the Closing Date is the owner of the Loans and the other property being conveyed by it to the Trustee for inclusion in the Trust Fund. The Trust Fund will consist of a segregated pool of assets comprised of the Loans and certain other assets. On the Closing Date, the Depositor will acquire the Certificates from the Trust Fund as consideration for its transfer to the Trust Fund of the Loans and certain other assets and will be the owner of the Certificates. The Depositor has duly authorized the execution and delivery of this Agreement to provide for the conveyance to the Trustee of the Loans and the issuance to the Depositor of the Certificates representing in the aggregate the entire beneficial ownership of the Trust Fund. All covenants and agreements made by the Depositor, the Master Servicer, the Securities Administrator and the Trustee herein with respect to the Loans and the other property constituting the Trust Fund are for the benefit of the Holders from time to time of the Certificates. The Depositor, the Master Servicer, the Securities Administrator and the Trustee are entering into this Agreement, and the Trustee is accepting the trust created hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The Certificates issued hereunder, other than the Class CE-1, Class CE-2, Class CE-3, Class P and Class R Certificates, have been offered for sale pursuant to a Prospectus Supplement dated June 29, 2007 to a Prospectus dated June 11, 2007 (together, the "Prospectus"). The Trust Fund created hereunder is intended to be the "Trust" as described in the Prospectus and the Certificates are intended to be the "Certificates" described therein.

The Securities Administrator shall elect that each of REMIC I, REMIC II and REMIC III, be treated as a REMIC under Section 860D of the Code. Any inconsistencies or ambiguities in this Agreement or in the administration of this Agreement shall be resolved in a manner that preserves the validity of such REMIC elections. The assets of REMIC I shall include the Loans (exclusive of the Class CE-2 Excess Servicing Fee and the Class CE-3 Excess Servicing Fee), the accounts (other than the Collateral Accounts, the Reserve Fund, the Floor Account, the Class I-A-1B Swap Account, the Class A-2A Swap Account and the Certificate Swap Account), any REO Property, and any proceeds of the foregoing. The REMIC I Regular Interests shall constitute the assets of REMIC II. The REMIC II Regular Interests shall constitute the assets of REMIC III (the "Master REMIC"). The Class R Certificate shall represent ownership of the sole class of residual interest in each REMIC formed hereby. For purposes of satisfying Treasury regulation Section 1.860G-1(a)(4)(iii), the "latest possible maturity date" for each regular interest created hereby shall be the 36th month following the latest maturity date of any Loan held in the Trust on the Closing Date.

REMIC I:

The following table sets forth the designations, principal balances, and interest rates for each interest in REMIC I, each of which (other than the R-I interest) is hereby designated as a regular interest in REMIC I (the "REMIC I Regular Interests"):

REMIC Interest	Initial Principal Balance of REMIC Interest	Interest Rate
T1-A	(4)	(1)
T1-F1	$ 18,227,415.00	(2)

Cornell Law School

U.S. Code › Title 26 › Subtitle A › Chapter 1 › Subchapter M › Part IV › § 860D

26 U.S. Code § 860D - REMIC defined

(a) GENERAL RULE For purposes of this title, the terms "real estate mortgage investment conduit" and "REMIC" mean any entity—

(1) to which an election to be treated as a REMIC applies for the taxable year and all prior taxable years,

(2) all of the interests in which are regular interests or residual interests,

(3) which has 1 (and only 1) class of residual interests (and all distributions, if any, with respect to such interests are pro rata),

(4) as of the close of the 3rd month beginning after the startup day and at all times thereafter, substantially all of the assets of which consist of qualified mortgages and permitted investments,

(5) which has a taxable year which is a calendar year, and

(6) with respect to which there are reasonable arrangements designed to ensure that—

(A) residual interests in such entity are not held by disqualified organizations (as defined in section 860E(e)(5)), and

(B) information necessary for the application of section 860E(e) will be made available by the entity.

In the case of a qualified liquidation (as defined in section 860F(a)(4)(A)), paragraph (4) shall not apply during the liquidation period (as defined in section 860F(a)(4)(B)).

(b) ELECTION

(1) IN GENERAL

An entity (otherwise meeting the requirements of subsection (a)) may elect to be treated as a REMIC for its 1st taxable year. Such an election shall be made on its return for such 1st taxable year. Except as provided in paragraph (2), such an election shall apply to the taxable year for which made and all subsequent taxable years.

(2) TERMINATION

(A) In general

If any entity ceases to be a REMIC at any time during the taxable year, such entity shall not be treated as a REMIC for such taxable year or any succeeding taxable year.

(B) Inadvertent terminations If—

(i) an entity ceases to be a REMIC,

(ii) the Secretary determines that such cessation was inadvertent,

(iii) no later than a reasonable time after the discovery of the event resulting in such cessation, steps are taken so that such entity is once more a REMIC, and

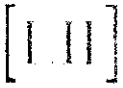
(iv) such entity, and each person holding an interest in such entity at any time during the period specified pursuant to this subsection, agrees to make such adjustments (consistent with the treatment of such entity as a REMIC or a C corporation) as may be required by the Secretary with respect to such period,

then, notwithstanding such terminating event, such entity shall be treated as continuing to be a REMIC (or such cessation shall be disregarded for purposes of subparagraph (A)) whichever the Secretary determines to be appropriate.

(Added Pub. L. 99–514, title VI, § 671(a), Oct. 22, 1986, 100 Stat. 2311; amended Pub. L. 100–647 title I, § 1006(t)(2)(A), (16)(A), (19), Nov. 10, 1988, 102 Stat. 3419, 3423, 3426; Pub. L. 101–508, title XI, § 11704(a)(8), Nov. 5, 1990, 104 Stat. 1388–518.)

LII has no control over and does not endorse any external Internet site that contains links to or references LII.

About LII Contact us Advertise here Help Terms of use Privacy



Cornell Law School

U.S. Code › Title 26 › Subtitle A › Chapter 1 › Subchapter M › Part III § 860

26 U.S. Code § 860 - Deduction for deficiency dividends

(a) GENERAL RULE

If a determination with respect to any qualified investment entity results in any adjustment for any taxable year, a deduction shall be allowed to such entity for the amount of deficiency dividends for purposes of determining the deduction for dividends paid (for purposes of section 852 or 857 whichever applies) for such year.

(b) QUALIFIED INVESTMENT ENTITY DEFINED For purposes of this section, the term "qualified investment entity" means—

(1) a regulated investment company, and

(2) a real estate investment trust.

(c) RULES FOR APPLICATION OF SECTION

(1) INTEREST AND ADDITIONS TO TAX DETERMINED WITH RESPECT TO THE AMOUNT OF DEFICIENCY DIVIDEND DEDUCTION ALLOWED For purposes of determining interest, additions to tax, and additional amounts—

(A) the tax imposed by this chapter (after taking into account the deduction allowed by subsection (a)) on the qualified investment entity for the taxable year with respect to which the determination is made shall be deemed to be increased by an amount equal to the deduction allowed by subsection (a) with respect to such taxable year,

(B) the last date prescribed for payment of such increase in tax shall be deemed to have been the last date prescribed for the payment of tax (determined in the manner provided by section 6601(b)) for the taxable year with respect to which the determination is made, and

(C) such increase in tax shall be deemed to be paid as of the date the claim for the deficiency dividend deduction is filed.

(2) CREDIT OR REFUND

If the allowance of a deficiency dividend deduction results in an overpayment of tax for any taxable year, credit or refund with respect to such overpayment shall be made as if on the date of the determination 2 years remained before the expiration of the period of limitations on the filing of claim for refund for the taxable year to which the overpayment relates.

(d) ADJUSTMENT For purposes of this section—

(1) ADJUSTMENT IN THE CASE OF REGULATED INVESTMENT COMPANY In the case of any regulated investment company, the term "adjustment" means—

(A) any increase in the investment company taxable income of the regulated investment company (determined without regard to the deduction for dividends paid (as defined in section 561)),

(B) any increase in the amount of the excess described in section 852(b)(3)(A) (relating to the excess of the net capital gain over the deduction for capital gain dividends paid), and

(C) any decrease in the deduction for dividends paid (as defined in section 561) determined without regard to capital gains dividends.

(2) ADJUSTMENT IN THE CASE OF REAL ESTATE INVESTMENT TRUST In the case of any real estate investment trust, the term "adjustment" means—

(A) any increase in the sum of—

(i) the real estate investment trust taxable income of the real estate investment trust (determined without regard to the deduction for dividends paid (as defined in section 561) and by excluding any net capital gain), and

(ii) the excess of the net income from foreclosure property (as defined in section 857(b)(4)(B)) over the tax on such income imposed by section 857(b)(4)(A),

(B) any increase in the amount of the excess described in section 857(b)(3)(A)(ii) (relating to the excess of the net capital gain over the deduction for capital gains dividends paid), and

(C) any decrease in the deduction for dividends paid (as defined in section 561) determined without regard to capital gains dividends.

(e) DETERMINATION For purposes of this section, the term "determination" means—

(1) a decision by the Tax Court, or a judgment, decree, or other order by any court of competent jurisdiction, which has become final;

(2) a closing agreement made under section 7121;

(3) under regulations prescribed by the Secretary, an agreement signed by the Secretary and by, or on behalf of, the qualified investment entity relating to the liability of such entity for tax; or

(4) a statement by the taxpayer attached to its amendment or supplement to a return of tax for the relevant tax year.

(f) DEFICIENCY DIVIDENDS

(1) DEFINITION

For purposes of this section, the term "deficiency dividends" means a distribution of property made by the qualified investment entity on or after the date of the determination and before filing claim under subsection (g), which would have been includible in the computation of the deduction for dividends paid under section 561 for the taxable year with respect to which the liability for tax resulting from the determination exists if distributed during such taxable year. No distribution of property shall be considered as deficiency dividends for purposes of subsection (a) unless distributed within 90 days after the determination, and unless a claim for a deficiency dividend deduction with respect to

such distribution is filed pursuant to subsection (g).

(2) LIMITATIONS

(A) Ordinary dividends The amount of deficiency dividends (other than deficiency dividends qualifying as capital gain dividends) paid by a qualified investment entity for the taxable year with respect to which the liability for tax resulting from the determination exists shall not exceed the sum of—

(i) the excess of the amount of increase referred to in subparagraph (A) of paragraph (1) or (2) of subsection (d) (whichever applies) over the amount of any increase in the deduction for dividends paid (computed without regard to capital gain dividends) for such taxable year which results from such determination, and

(ii) the amount of decreased[1] referred to in subparagraph (C) of paragraph (1) or (2) of subsection (d) (whichever applies).

(B) Capital gain dividends

The amount of deficiency dividends qualifying as capital gain dividends paid by a qualified investment entity for the taxable year with respect to which the liability for tax resulting from the determination exists shall not exceed the amount by which (i) the increase referred to in subparagraph (B) of paragraph (1) or (2) of subsection (d) (whichever applies), exceeds (ii) the amount of any dividends paid during such taxable year which are designated or reported (as the case may be) as capital gain dividends after such determination.

(3) EFFECT ON DIVIDENDS PAID DEDUCTION

(A) For taxable year in which paid

Deficiency dividends paid in any taxable year shall not be included in the amount of dividends paid for such year for purposes of computing the dividends paid deduction for such year.

(B) For prior taxable year

Deficiency dividends paid in any taxable year shall not be allowed for purposes of section 855(a) or 858(a) in the computation of the dividends paid deduction for the taxable year preceding the taxable year in which paid.

(g) CLAIM REQUIRED

No deficiency dividend deduction shall be allowed under subsection (a) unless (under regulations prescribed by the Secretary) claim therefore is filed within 120 days after the date of the determination.

(h) SUSPENSION OF STATUTE OF LIMITATIONS AND STAY OF COLLECTION

(1) SUSPENSION OF RUNNING OF STATUTE

If the qualified investment entity files a claim as provided in subsection (g), the running of the statute of limitations provided in section 6501 on the making of assessments, and the bringing of distraint or a proceeding in court for collection, in respect of the deficiency

established by a determination under this section, and all interest, additions to tax, additional amounts, or assessable penalties in respect thereof, shall be suspended for a period of 2 years after the date of the determination.

(2) STAY OF COLLECTION In the case of any deficiency established by a determination under this section—

(A) the collection of the deficiency, and all interest, additions to tax, additional amounts, and assessable penalties in respect thereof, shall, except in cases of jeopardy, be stayed until the expiration of 120 days after the date of the determination, and

(B) if claim for a deficiency dividend deduction is filed under subsection (g), the collection of such part of the deficiency as is not reduced by the deduction for deficiency dividends provided in subsection (a) shall be stayed until the date the claim is disallowed (in whole or in part), and if disallowed in part collection shall be made only with respect to the part disallowed.

No distraint or proceeding in court shall be begun for the collection of an amount the collection of which is stayed under subparagraph (A) or (B) during the period for which the collection of such amount is stayed.

(i) DEDUCTION DENIED IN CASE OF FRAUD

No deficiency dividend deduction shall be allowed under subsection (a) if the determination contains a finding that any part of any deficiency attributable to an adjustment with respect to the taxable year is due to fraud with intent to evade tax or to willfull [2] failure to file an income tax return within the time prescribed by law or prescribed by the Secretary in pursuance of law.

(Added Pub. L. 95–600, title III, § 362(a), Nov. 6, 1978, 92 Stat. 2848; amended Pub. L. 96–222, title I, § 103(a)(11)(B), (C), Apr. 1, 1980, 94 Stat. 213; Pub. L. 99–514, title VI, § 667(b)(1), Oct. 22, 1986, 100 Stat. 2306; Pub. L. 108–357 title II, § 243(f)(5), Oct. 22, 2004, 118 Stat. 1445; Pub. L. 111–325, title III, § 301(a)(2), title V, § 501(b), Dec. 22, 2010, 124 Stat. 3542, 3554.)

[1] So in original. Probably should be "decrease"

[2] So in original. Probably should be "willful"

LII has no control over and does not endorse any external Internet site that contains links to or references LII.

About LII Contact us Advertise here Help Terms of use Privacy

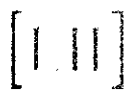


EXHIBIT – 6
Trustee Deed Upon Sale

SIGNATURE DIFFERENCE ARE OBVIOUSLY BEING SINGED BY MULTIPLE PEOPLE

2016 THE MORTGAGE LAW FI

Brashear 2015 NOS 2.pdf

Adriana Rivas/Authorized Si

RPRISE CIRCLE NORTH, STE. 228

EE'S SALE INFORMATION PLEA

2

Dated: 3/24 2015 THE MORTGAGE LAW FIRM, PLC

Adriana Rivas Authorized Signature

41689 Enterprise Circle North, Ste. 228, Temecula, CA 92590 (619) 465-8200
FOR TRUSTEE'S SALE INFORMATION PLEASE CALL 714-730-2727

The Mortgage Law Firm, PLC is attempting to collect a debt. Any information obtained may be used for that purpose.

county where the real property is located.

Dated: 4/8/2015 THE MORTGAGE LAW

Adriana Rivas/Authorize

41689 ENTERPRISE CIRCLE NORTH, STE.

FOR TRUSTEE'S SALE INFORMATION PL

2

3320_Harley_Ln_Recorded_Docu...

8649 Doc: CALOSA:2015 00416593

Pa

Adriana Rivas/Authorized Signature

41689 ENTERPRISE CIRCLE NORTH, STE. 228, TEMECULA, CA 92590 (619) 465
FOR TRUSTEE'S SALE INFORMATION PLEASE CALL 714-730-2727

may be attempting
debt. Any inform
may be used for th

Adriana Rivas/Authorized Signature

41689 Enterprise Circle North, Ste. 228, Temecula, CA 92590 (619) 46
FOR TRUSTEE'S SALE INFORMATION PLEASE CALL 714-730-2727

debt. A
may be

3792_El_Sereno_Ave_Recorded_D...

2

Adriana Rivas/Authorized Signature

41689 ENTERPRISE CIRCLE NORTH, STE. 228, TEMECULA, CA 92590 (619) 465-820
FOR TRUSTEE'S SALE INFORMATION PLEASE CALL 714-730-2727

The Mortgage Law Firm
may be attempting to co
debt. Any information
may be used for that pur

RECORDING REC

14717_Clydesdale_Cir_recorded_D...

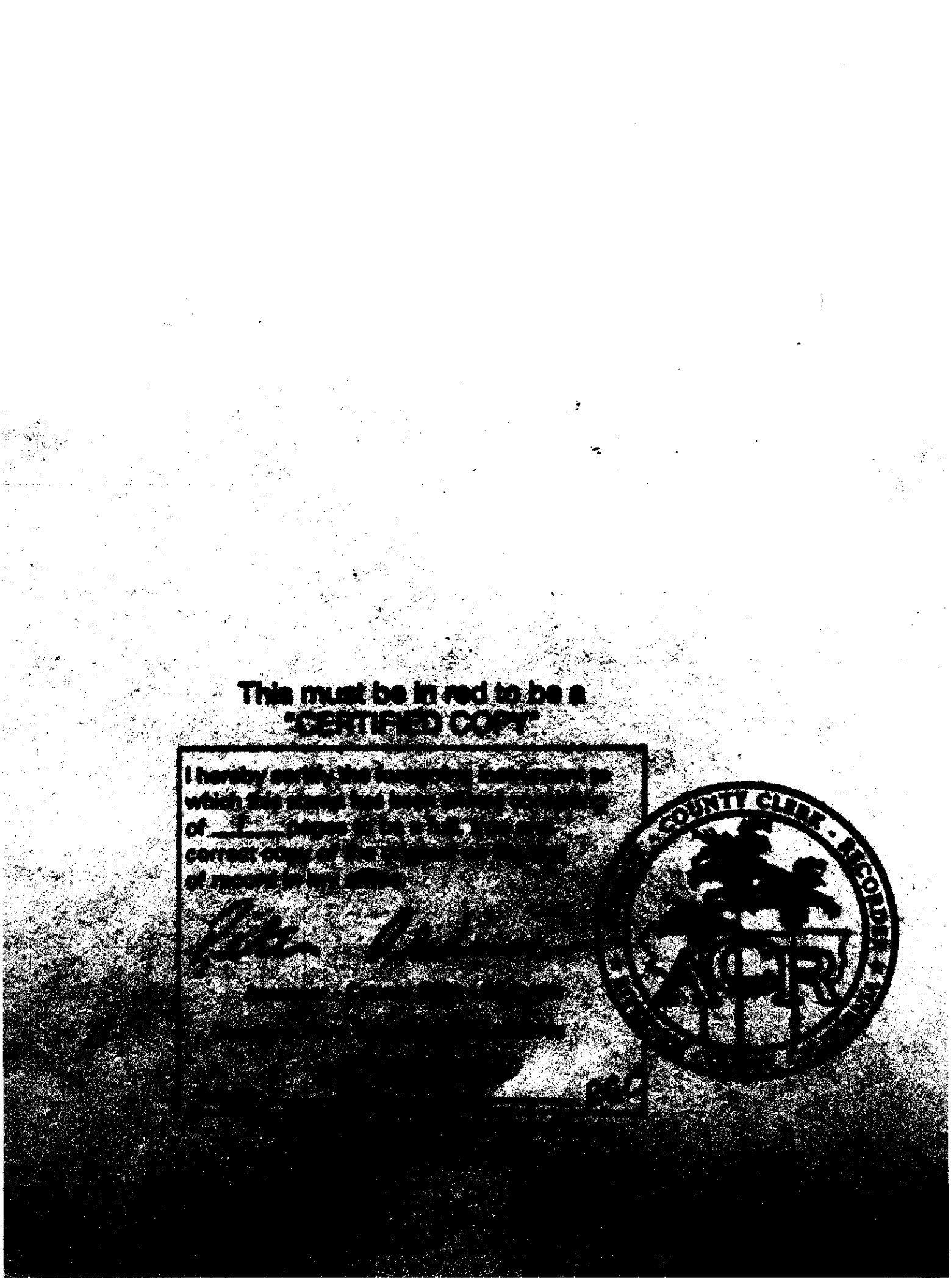
wsclassic_0100orderand

Adriana Rivas/Authorized Signature

41689 Enterprise Circle North, Ste. 228, Temecula, CA 92590 (619) 465-8200
FOR TRUSTEE'S SALE INFO PLEASE CALL 714-730-2727

is attempting to collect a debt. Any information obtained may be used for that purpose.

This must be in red to be a "CERTIFIED COPY"



DOC # 2016-0371978
08/29/2016 04:11 PM Fees: $31.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

WHEN RECORDED MAIL TO:
Specialized Loan Servicing LLC
8742 Lucent Blvd. Suite 300
Highlands Ranch, CO 80129

"This document was electronically submitted to the County of Riverside for recording"
Receipted by: TERESA #134

MAIL TAX STATEMENTS TO:
Specialized Loan Servicing LLC
8742 Lucent Blvd. Suite 300
Highlands Ranch, CO 80129

_____Space Above This Line For Recorder's Use__

Trustee Sale No. **120251**

TRUSTEE'S DEED UPON SALE

APN **116-290-047-6** T.R.A. No **004-000**
The undersigned grantor declares:

1) The Grantee herein **was** the foreclosing beneficiary.
The amount of the unpaid debt together with costs was.....**$2,234,476.88**
The amount paid by the grantee at the trustee sale was **$1,196,000.00**
2) The documentary transfer tax **$0.00**
3) Said property is in **City of Corona**

And **THE MORTGAGE LAW FIRM, PLC** (herein called Trustee), as the duly appointed Trustee or substituted Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to **HSBC Bank USA, National Association, as Trustee for the Holders of the Deutsche Alt-A Securities, Inc. Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-OA4**, (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of **Riverside**, State of California, described as follows:
See attached exhibit A

Situs: 1095 Lowry Ranch Road, Corona, CA 92881

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated **05/02/2007** and executed by **Donna Beltz, A Married Woman as Her Sole and Separate Property**, as Trustor, and Recorded **05/14/2007**, in Book **xx**, Page **xx**, Instrument No. **2007-0319880** of official records of **Riverside** County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

"This instrument is being recorded as an ACCOMMODATION ONLY, with no Representation as to its effect upon title"

TRUSTEE'S DEED UPON SALE

Trustee Sale No. **120251**
All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the mailing, posting and publication of copies of the Notice of Trustee's Sale have been complied with.
Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on **08/11/2016**. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being **$1,196,000.00** in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.
DATE: 08/26/2016
THE MORTGAGE LAW FIRM, PLC

A. Rivas.
Adriana Rivas, Foreclosure Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA }SS
County of RIVERSIDE

On AUGUST 26, 2016 before me, R. MANLULU, a Notary Public, personally appeared Adriana Rivas, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

R. MANLULU
Commission # 1997476
Notary Public California
Riverside County
My Comm. Expires Nov 8, 2016

WITNESS my hand and official seal

Notary Public

(This area for Official Notary Seal)

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

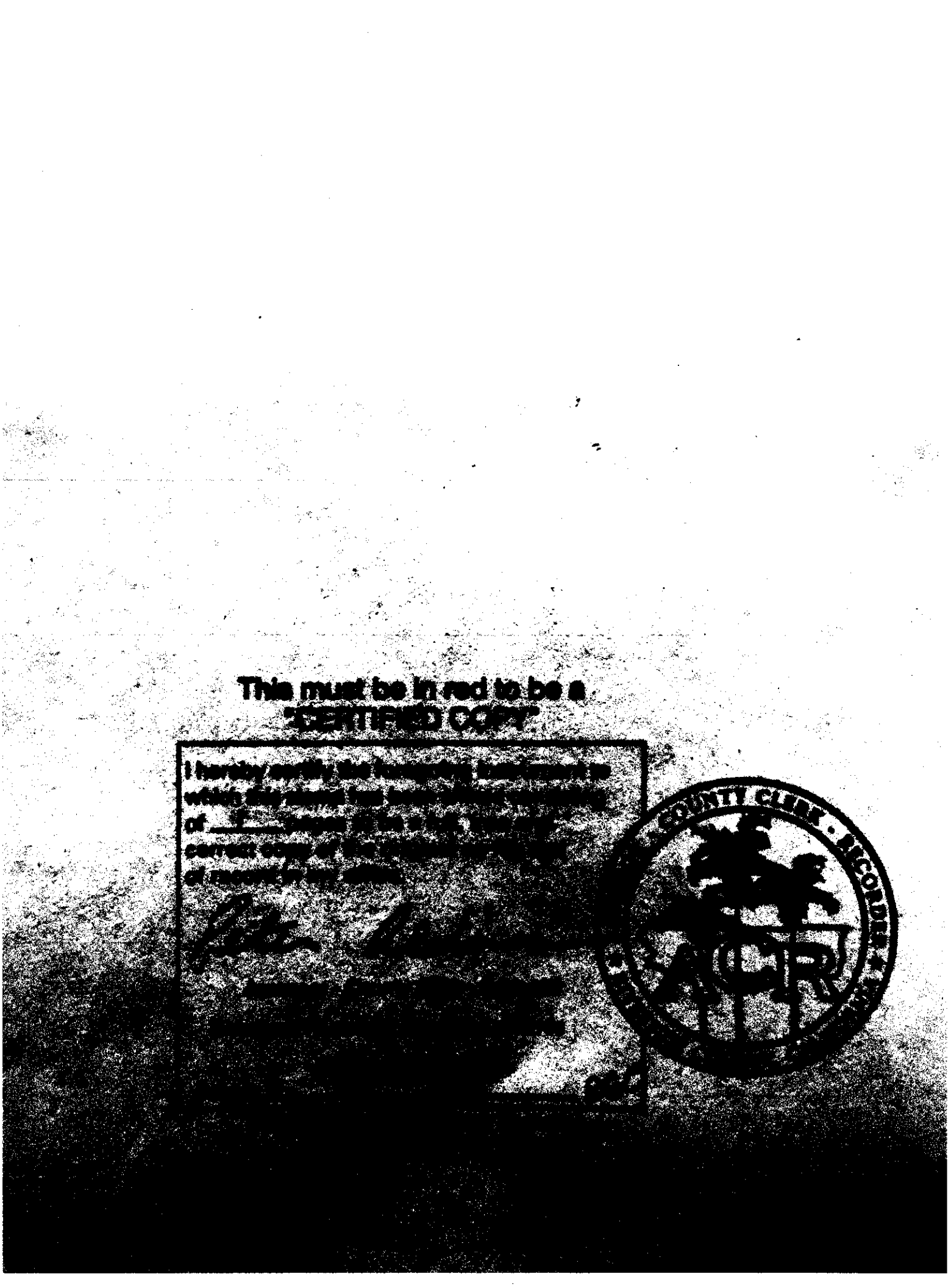
LOT 47 OF TRACT NO. 29617 IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 365 PAGES 84 THROUGH 95, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AND MINERALS OF EVERY KIND ON, IN AND UNDER THAT MAYBE PRODUCED FROM SAID PROPERTY; AND PROVIDED, HOWEVER, SUCH RIGHTS SHALL NOT BE EXERCISED WITHIN 500 FEET OF THE SURFACE OF SAID LAND AND THERE SHALL BE NO SURFACE ENTRY AS RESERVED IN A DEED RECORDED SEPTEMBER 16, 1977 AS INSTRUMENT NO. 181966, OF OFFICIAL RECORDS.

PARCEL 2:

NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT, DRAINAGE, ENCROACHMENT SUPPORT, MAINTENANCE, REPAIRS, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION.

EXHIBIT – 7
HSBC/SLS ASSIGNMENT


This must be in red to be a
"CERTIFIED COPY"

RECORDING REQUESTED BY
RECONTRUST COMPANY
AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENTS TO:
RECONTRUST COMPANY
1800 Tapo Canyon Rd , CA6-914-01-94
SIMI VALLEY, CA 93063

DOC # 2012-0129567
03/20/2012 03:57P Fee:18.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	455	426	PCOR	NCOR	SMF	NCHG	FOAM 030
					T		CTY	UNI	

TS No. 12-0021468
12-0035515

CORPORATION ASSIGNMENT OF DEED OF TRUST/~~MORTGAGE~~

18 T 030

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE DEUTSCHE ALT-A SECURITIES, INC. MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2007 OA4

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 05/02/2007, EXECUTED BY DONNA BELTZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, TRUSTOR, TO RECONTRUST COMPANY, N A , TRUSTEE AND RECORDED AS INSTRUMENT NO 2007-0319880 ON 05/14/2007, OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, IN THE STATE OF CALIFORNIA

DESCRIBING THE LAND THEREIN AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

TOGETHER WITH THE 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/MORTGAGE

DATED: MAR 19 2012

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP

BY: _____ MAR 19 2012

LORYN STONE, ASSISTANT VICE PRESIDENT

State of: California)
County of: Ventura)

On MAR 19 2012 before me, KENNY VILLANUEVA, notary public, personally appeared Loryn Stone, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

KENNY VILLANUEVA

KENNY VILLANUEVA
Commission # 1900678
Notary Public - California
Ventura County
My Comm. Expires Aug 22, 2014

This must be in red to be a
"CERTIFIED COPY"

DOC # 2014-0488543
12/22/2014 03:43 PM Fees: $25.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

APN: 116-290-047-6
Recording Requested By:
When Recorded Mail to:
The Mortgage Law Firm, PLC
43180 Business Park Drive, Ste 202
Temecula, CA 92590

"This document was electronically submitted to the County of Riverside for recording"
Received by: LOWEATHERS

Trustee's Sale No: 120251

SUBSTITUTION OF TRUSTEE

WHEREAS Donna Beltz, A Married Woman as Her Sole and Separate Property was the original Trustor, and ReconTrust Company, N.A. was the original Trustee, and Mortgage Electronic Registration Systems, Inc. was the original Beneficiary under that certain Deed of Trust dated 06/02/2007, and recorded on 06/14/2007 and recorded under Instrument No. 2007-0319880, in Book , Page xx Official Records of Riverside County, California; and WHEREAS, HSBC Bank USA, National Association, as Trustee for the Holders of the Deutsche Alt-A Securities, Inc. Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-OA4, the undersigned, is the present Beneficiary under said Deed of Trust, and WHEREAS the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and instead of said original Trustee or previously substituted Trustee.

NOW, THEREFORE, the undersigned hereby substitutes The Mortgage Law Firm, PLC, whose address is 43180 Business Park Drive, Ste 202, Temecula, CA 92590, as Successor Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

DATED OCT 0 2 2014

HSBC Bank USA, National Association, as Trustee for the Holders of the Deutsche Alt-A Securities, Inc. Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-OA4 by Specialized Loan Servicing LLC, its attorney-in-fact

By: _____
Name: Ami McKernan
Title: Second Assistant Vice President

State of Colorado
County of Douglas

The foregoing instrument was acknowledgment before me this 10/2/14 by Ami McKernan Second Assistant Vice President of Specialized Loan Servicing LLC, a Delaware Limited Liability Company, on behalf of the LLC.

_____
(Notary Official Signature)

JAN 3 0 2018
(Commission Expiration)

DEDRA KAY DEE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144004254
My Commission Expires January 30, 2018

EXHIBIT – 8
Erroneous 1099-A

SPECIALIZED LOAN SERVICING LLC
P.O. BOX 636005
LITTLETON, CO 80163-6005

01/20/2017

+ 0705740 000005555 09S99A-0066847
DONNA BELTZ
1095 LOWRY RNCH RD
CORONA CA 92881-4736

Property Located:
1095 LOWRY RNCH RD
CORONA CA 92881

This is a false claim under a name not in legal use since 2009 upon a property that did not have a mortgage upon it. With this we are being wrongfully evicted under our third illegal foreclosure conducted by the federalized banking industry to where I stand trail Tuesday March 21st foreclosed upon an installment loan I never signed and upon fabricated deeds out of thin air without powers of attorneys during federal ordered cease and desist of MERS, by a MERS robo signer of Bank of Amerca.

We are insolvent, with this, we are financially ruined. This 1099-A is a false claim and is not eligible for a write off under your IRS IRC Codes - Yet we are to pay taxes against this which stemmed from a federally discharged debt.

"000442"

X

Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have reportable income or loss because of such acquisition or abandonment. Gain or loss from an acquisition generally is measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses on acquisitions or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about your tax consequences.

Property means any real property (such as a personal residence); any intangible property; and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on this property with someone else, each of you should receive this statement.

Borrower's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS.

Account number. May show an account or other unique number the lender assigned to distinguish your account.

Box 1. For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date title was transferred to the lender or the date possession and the burdens and benefits of ownership were transferred to the lender. This may be the date of a foreclosure or execution sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, execution, or similar sale.

Box 2. Shows the debt (principal only) owed to the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned.

Box 4. Shows the fair market value of the property. If the amount in box 4 is less than the amount in box 2, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, when it was last modified.

Box 6. Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

Future developments. For the latest information about developments related to Form 1099-A and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/form1099a.*

☐ CORRECTED (if checked)

LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.
SPECIALIZED LOAN SERVICING LLC
P.O. BOX 636005
LITTLETON, CO 80163-6005
Customer Care Number: 800-315-4757
Customer Care Hours: 6:00am - 6:00pm (MST)

OMB No. 1545-0877
2016
Form **1099-A**

Acquisition or Abandonment of Secured Property

LENDER'S federal identification number	BORROWER'S identification number
33-1050584	XXX-XX-7710

1 Date of lender's acquisition or knowledge of abandonment: 08/11/16

2 Balance of principal outstanding: $ 1550768.01

BORROWER'S name, Street address (including apt. no.)
City or town, state or province, country, and ZIP or foreign postal code
Donna Beltz
1095 Lowry Rnch Rd
Corona CA 92881-4736

3 [redacted]

4 Fair market value of property: $ 1196000.00

5 If checked, the borrower was personally liable for repayment of the debt ▶ ☒

6 Description of property
1095 LOWRY RNCH RD

Account number (see instructions)
1008194485

Copy B
For Borrower

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

AR0804 Standard

Form **1099-A** (keep for your records) www.irs.gov/form1099a Department of the Treasury - Internal Revenue Service

Faith Brashear
1095 Lowry Ranch Road
Corona CA 92881

PROOF OF CLAIM

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152 (7), 157, and 3571.

The allegations of claim is made by (name of bank or lender), **HSBC for Certificate Holder's** ("terminated" 2008, by SEC) who alleges the unlawful detainer to consumer **Faith Lynn Brashear**, proven by evidentiary documents, from which Trustee filed IRS 8594, provides "clear and convincing evidence" and evidentiary support, attached herein.

Courts have examined attorney-client privilege issued under State Law, and work product privilege issues under federal law. This said, the Court's reasoning makes the decision applicable to virtually any scenario where an attorney signs a proof of claim. The contract herein provides proof of debt and is signed by both parties. A false statements charge may lie under 18 U.S.C. § 1014.

Finally, if bank regulators are misled by what appears on the bank's books and records, a charge of conspiracy to defraud the United States may be viable. *See United States v. Saks*, 964 F.2d 1514, 1523 (5th Cir. 1992), please provide the IP Address, the signature of the documents, received or claim is barred from defense. Failure to provide this information is not privileged information, as it belongs to the Consumer, provided by the consumer. Please answer the following:

1. The debt was sold to a third party [ ] YES [ ] NO, noticed by a 1099 or sales receipt.
2. Please provide IRS Form 8594 "Asset Purchase Statement" and/or the IRS Form 1099.

See ruling: 1. a proof of claim is distinguishable from a complaint because a complaint is not prima facie evidence of the facts asserted therein, whereas a properly filed proof of claim is prima facie evidence as to the claim's validity; 2. **a proof of claim signed under penalty of perjury is analogous to an affidavit**, and there is case authority holding that an attorney who serves as an affiant waives the privilege with respect to the representations in the affidavit; 3. signing a proof of claim is an assertion by the signatory of personal knowledge of the facts alleged in the claim; 4. by signing the proof of claim, the attorney becomes a fact witness as to the allegations contained in the proof of claim.

This said, a Federal Court's reasoning makes the decision applicable to virtually any scenario where an attorney signs a proof of claim. In granting the motion, the following in explaining the rationale for its ruling:

> 1. A proof of claim is distinguishable from a complaint because a complaint is not prima facie evidence of the facts asserted therein, whereas a properly filed proof of claim is prima facie evidence as to the claim's validity;
>
> 2. A proof of claim signed under penalty of perjury is analogous to an affidavit, and there is case authority holding that an attorney who serves as an affiant waives the privilege with respect to the representations in the affidavit;

3. Signing a proof of claim is an assertion by the signatory of personal knowledge of the facts alleged in the claim;

4. By signing the proof of claim, the attorney becomes a fact witness as to the allegations contained in the proof of claim.

This claim form requires supporting documents that support the claim, herein attached. Does attaching documents require the attorney signatory to attest to details he/she learned about the documents? See: Fed. R. Bankr. P. 9011(b). LTV Corp. v. Gulf States Steel, Inc. of Alabama, 969 F.2d 1050, 1058 (D.C. Cir. 1992) (citing In re Great W. Cities, Inc., 88 B.R. 109, 114 (Bankr. N.D. Tex. 1988)).

Rosenthal Act (1788.1) "Notwithstanding any other provision of this title, every debt collector collecting or attempting to collect a consumer debt shall comply with the provisions of Sections 1692b to 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15 of the United States Code. However, subsection (11) of Section 1692e and Section 1692g shall not apply to any person specified in paragraphs (A) and (B) of subsection (6) of Section 1692a of Title 15 of the United States Code or that person s principal."

I declare under Penalty of Perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ Signature _____

Jurat

A notary public or other officer completing this certificate verifies only the identity of the individual, who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, by _____ _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) **Signature**_____

SLS

8742 Lucent Boulevard · Suite 300 · Highlands Ranch, CO 80129

1-800-315-4757
1-720-241-7218

April 3, 2017

Donna Beltz
1095 Lowry Rnch Rd.
Corona, CA 92881

RE: Loan Number: **1008194485**

Dear Donna Beltz,

This letter is in response to an internal request received by Specialized Loan Servicing LLC ("SLS") on March 20, 2017 regarding forms recently received for the above referenced mortgage account.

We understand this account was included in a Chapter 7 bankruptcy that was discharged on March 9, 2009. SLS is obligated under federal bankruptcy law to comply with the requirements of the mandatory discharge injunction. Accordingly, the information contained in this letter is for informational purposes and is not an attempt to collect a debt or impose personal liability with respect to any portion of the debt that may be discharged. For your information, the account is currently due for the June 1, 2008 contractual monthly payment.

SLS has received your request to complete and / or provide an 8594 tax form. Please be advised SLS does not provide these forms and is unable to complete this request. Please contact the Internal Revenue Service or seek advice from a tax professional for further information.

If you have any questions regarding this information, please contact Customer Care toll free at 1-800-315-4757, Monday through Friday, 6:00 a.m. until 6:00 p.m. MT, Monday through Friday, 8:00 a.m. until 5:00 p.m. MT. SLS accepts calls from relay services on behalf of hearing impaired borrowers.

Sincerely,

Matthew, Teller ID# 21612
Customer Care Support
Specialized Loan Servicing LLC

PLEASE SEE THE FOLLOWING PAGE FOR IMPORTANT DISCLOSURES.

EXHIBIT – 9
Service Link

OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
(951) 955-1060
FAX: (951) 955-1071

KECIA R. HARPER-IHEM
CLERK OF THE BOARD

KIMBERLY A. RECTOR
ASSISTANT CLERK OF THE BOARD

March 9, 2017

Faith Brashear
faith@betterquest.com

Re: Response to California Public Records Act request received by email on March 4, 2017.

Dear Ms. Brashear:

This is in response to your Public Records Act request dated March 4, 2017, and received by the Clerk of the Board of Supervisors of the County of Riverside on March 4, 2017. Your request is for the IP address recording entity and the identity of the recording employee, a copy of a notary book, and the identities of the Riverside County Court staff who have First Team Real Estate on their Form 700. If this office has misunderstood your request, please contact us to clarify it. The California Public Records Act does not require the creation of documents in order to answer questions. (*Haynie v. Superior Court*; (2001) 26 Cal.4th 1061.) However, the Clerk of the Board has searched its records and does not have any responsive records. In an effort to assist you, we respond as follows:

1. IP address where an electronic filing took place. The County of Riverside does not have any responsive records. The County Clerk-Recorder, who handles the receipt of electronic documents for recording, reviewed your request and has identified the entity that filed the document as Service Link Irvine. Service Link Irvine may be contacted at 1-800-777-8759.

2. Identity of the County of Riverside Staff Member who received the document for recording. The Office of the Clerk of the Board is not the custodian of records for employee information. Your request has been forwarded to the Human Resources Department.

3. Notary Book: The County of Riverside is not the Custodian of Records for notary books when the commission is ongoing. R. Manlulu renewed as Commission # 2172688. A notary retains their book until their commission terminates. A search of the California Secretary of State website indicates R. Manlulu is employed by The Mortgage Law Firm, and may be contacted at 619-465-8200. Please contact the notary for additional information.

4. Judicial Form 700s: The County of Riverside is not the custodian of records for a Form 700 that is filed by a judicial officer. Pursuant to Political Practices Act of 1974, section 87500, the Fair Political Practices Commission is the custodian of a judge's form 700. You may search filed form 700s that are in the custody of the Fair Political Practices Commission at http://www.fppc.ca.gov/transparency/form-700-filed-by-public-officials/form700-search.html. You may submit a public Records Act Request to the Fair Political Practices Commission by following the process for a request at http://www.fppc.ca.gov/media/public-records-request.html.

The Clerk of the Board of Supervisors of the County of Riverside is not in possession of any identifiable responsive records and has fully and completely complied with your request. If you have further questions, they should be addressed to my attention.

Sincerely,

Kimberly A. Rector
Assistant Clerk of the Board
Clerk of the Board of Supervisors
County of Riverside

C: County Counsel
Human Resources Department

D1210601

3522985

CERTIFICATE OF SURRENDER OF RIGHT TO TRANSACT INTRASTATE BUSINESS

FILED
Secretary of State
State of California
ICC NOV 22 2013

On behalf and by authority of:

ServiceLink, Inc.
(Name of Corporation)

_____, a corporation

organized under the laws of Delaware
(State or Place of Incorporation),

the undersigned officer of said corporation does hereby certify and declare:

1. Said corporation hereby surrenders its right and authority to transact intrastate business in the State of California.

2. Said corporation hereby revokes its designation of agent for service of process in California.

3. Said corporation consents that process against it in any action upon any liability or obligation incurred within the State of California prior to the filing of this Certificate of Surrender of Right to Transact Intrastate Business may be served upon the California Secretary of State.

4. The post office address to which the California Secretary of State may mail copies of any process against the corporation that is served upon the Secretary of State is

   1400 Cherrington Parkway

   Moon Township PA 15108.

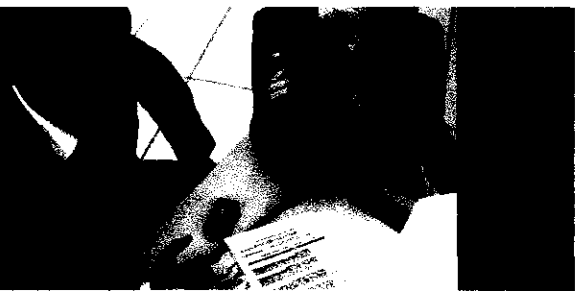
5. A final franchise tax return, as described by Section 23332 of the Revenue and Taxation Code, has been or will be filed with the Franchise Tax Board, as required under Part 10.2 (commencing with Section 18401) of Division 2 of the Revenue and Taxation Code.

(Signature of Corporate Officer)

Christopher F. Azur, President and Chief Executive Officer
(Type or Print Name of Corporate Officer)

Lawyers Title Claims Awareness

Case of the Problem Accommodation Recording



From time to time a customer may request that documents not pertinent to an insured transaction be recorded by the title company as an accommodation. Recording a document without the issuance of a policy "just as an accommodation" can be dangerous. Any document a title company is handed for recordation should be recorded in a timely manner and reviewed to make certain that it is at least recordable in the county in which it is intended. Remember the principals consider the recordation of these documents very important. Usually recording means the conclusion of a transaction, money or other consideration may pass from one party to another and be dependent upon the title company recording the documents.

It is also important that the title companies protect themselves as well. As was the case in Rooz v. Kimmel, 55 Cal. App. 4th 573 (1997). This case is of great importance to title and escrow companies in California that are asked to record documents as accommodations where no policies are issued.

A Title Company (who was a defendant in this case) was handling an escrow on a property in Berkeley. The title company was asked to record a deed of trust in favor of Rooz as an accommodation. It was to be a second lien on a property in San Francisco, after Kimmel (another defendant in this case), acquired the property. The title company's escrow officer required the parties to sign an indemnity and hold harmless agreement that protected the title company with regards to the accommodation recording since Rooz was not obtaining title insurance on the deed of trust.

Kimmel acquired the property, and Rooz authorized the title company to record the deed of trust, but Kimmel refused to authorize the recording of the deed of trust. Rooz' agent was notified of Kimmel's refusal and he notified Rooz. Nearly four months passed without the deed of trust being recorded. During this time Kimmel further encumbered the San Francisco property to the tune of $1,050,000. By the time the Rooz deed of trust was recorded, it was in fourth position instead of second and only partially secured. Then the real estate market collapsed in the 1990's and the Rooz deed of trust was wiped out by a prior lienholder.

Rooz proceeded to sue not just Kimmel who defrauded him, but the title company as well, notwithstanding the indemnity and hold harmless agreement that he signed in favor of the title company. The trial court held, and the appellate court affirmed, that the hold harmless and indemnity agreement Rooz signed protected the title company and was fully enforceable. The court stated the agreement could be improved to specifically cover "active" as well as "passive" negligence but was still nonetheless fully enforceable.

The moral of the story: Don't be surprised if your title company asks for indemnity and hold harmless agreements signed by parties requesting documents to be recorded without insurance.

Source: Claims Awareness & Prevention: A Compendium of CLTA's Claims Awareness Hot Sheet Articles

Lawyers Title™

©2010 Lawyers Title Insurance Corporation.

FedEx

Express

earthsmart

FedEx carbon-neutral envelope shipping

SE_ID=0

ORIGIN ID:BREA (425) 999-9492
MICHAEL LEVITZ
3710 E ALDER ST
SEATTLE, WA 98122
UNITED STATES US

TO FAITH BRASHEAR

1095 LOWRY RANCH RD

CORONA CA 92881

(951) 464-2147

INV:

PO:

REF:

TRK# 7867 5102 9449

0201

PRIORITY OVERNIGHT

WM ONTA

After Recording Return To:

Chicago Title 1814278 TION
ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001

18

200609070128
Skagit County Auditor
9/7/2006 Page 1 of 18 3:17PM

Chicago Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

[Space Above This Line For Recording Data]

Loan Number: 0000008170

DEED OF TRUST

MIN: 1004178-0000008170-1

ACCOMMODATION RECORDING

Grantor(s) (Last name first, then first name and initials): 1-40208

1. GRAHAM, CLARK E.
2. GRAHAM, DEBORA E
3.
4.
5.
6.

☐ Additional names on page of document.

Grantee(s) (Last name first, then first name and initials):

1. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC , (MERS)
2. AMERIPATH MORTGAGE CORPORATION
3. SERVICE LINK, TRUSTEE
4.
5.
6.

☐ Additional names on page of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range):

LOT 3, TRUMPETER I

Full legal description on page 3 of document.

Assessor's Property Tax Parcel(s) or Account Number(s): 4371-000-003-0000

Reference Number(s) Assigned or Released:

☐ Additional references on page of document.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated AUGUST 25, 2006 together with all Riders to this document.
(B) **"Borrower"** is CLARK E GRAHAM AND DEBORA E. GRAHAM, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.
(C) **"Lender"** is AMERIPATH MORTGAGE CORPORATION

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA
Lender's address is 6410 OAK CANYON, SUITE 200, IRVINE, CALIFORNIA 92618

(D) **"Trustee"** is SERVICE LINK
4000 INDUSTRIAL BLVD, ALIQUIPPA, PENNSYLVANIA 15001

(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(F) **"Note"** means the promissory note signed by Borrower and dated AUGUST 25, 2006
The Note states that Borrower owes Lender TWO HUNDRED FOUR THOUSAND AND 00/100 Dollars (U.S. $ 204,000 00) plus interest.
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2036
(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Planned Unit Development Rider
☐ Balloon Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Second Home Rider
☐ Condominium Rider	☒ Other(s) [specify] PREPAYMENT RIDER TO SECURITY INST

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

200609070128
Skagit County Auditor
9/7/2006 Page 2 of 18 3:17PM

(K) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "**Escrow Items**" means those items that are described in Section 3.
(N) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(P) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(Q) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(R) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of SKAGIT :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 3, TRUMPETER I, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGES 6 AND 7, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND AS DELINEATED ON THAT SURVEY RECORDED ON SEPTEMBER 19, 1979, IN VOLUME 2 OF SURVEYS, PAGE 188, UNDER AUDITOR'S FILE NO. 7909190007, RECORDS OF SKAGIT COUNTY, WASHINGTON.
A.P N : 4371-000-003-0000

which currently has the address of 2418 NORTH TRUMPETER DRIVE
[Street]

MOUNT VERNON Washington 98273 ("Property Address"):
[City] [Zip Code]

200609070128
Skagit County Auditor
9/7/2006 Page 3 of 18 3:17PM

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

200609070128
Skagit County Auditor
9/7/2006 Page 4 of 18 3:17PM

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall

200609070128
Skagit County Auditor
9/7/2006 Page 5 of 18 3:17PM

be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of

200609070128
Skagit County Auditor
9/7/2006 Page 6 of 18 3:17PM

insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair

200609070128
Skagit County Auditor
9/7/2006 Page 7 of 18 3:17PM

the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer

200609070128
Skagit County Auditor
9/7/2006 Page 8 of 18 3:17PM

selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous

200609070128
Skagit County Auditor
9/7/2006 Page 9 of 18 3:17PM

Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or

200609070128
Skagit County Auditor
9/7/2006 Page 10 of 18 3:17PM

Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

200609070128
Skagit County Auditor
9/7/2006 Page 11 of 18 3:17PM

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

200609070128
Skagit County Auditor
9/7/2006 Page 12 of 18 3:17PM

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions

200609070128
Skagit County Auditor
9/7/2006 Page 13 of 18 3:17PM

in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Use of Property. The Property is not used principally for agricultural purposes.

200609070128
Skagit County Auditor
9/7/2006 Page 14 of 18 3:17PM

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

_____ (Seal)	_____ (Seal)
CLARK E GRAHAM -Borrower	DEBORA E GRAHAM -Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower
_____	_____
Witness	Witness

200609070128
Skagit County Auditor
9/7/2006 Page 15 of 18 3:17PM

State of Washington)
County of SKAGIT)

On this day personally appeared before me CLARK E GRAHAM, DEBORA E. GRAHAM

to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of August 2006.

Notary Public in and for the state of Washington, residing at: Seattle, WA

(Seal) My commission expires: 2/24/07

LYNN H. ARENDS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 2-24-07

200609070128
Skagit County Auditor
9/7/2006 Page 16 of 18 3:17PM

PREPAYMENT RIDER

Loan Number: 0000008170

Date: AUGUST 25, 2006

Borrower(s): CLARK E GRAHAM, DEBORA E GRAHAM

THIS PREPAYMENT RIDER (the "Rider") is made this 25th day of AUGUST 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure repayment of Borrower's promissory note (the "Note") in favor of AMERIPATH MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

("Lender"). The Security Instrument encumbers the Property more specifically described in the Security Instrument and located at

2418 NORTH TRUMPETER DRIVE, MOUNT VERNON, WASHINGTON 98273

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PREPAYMENT CHARGE

The Note provides for the payment of a prepayment charge as follows:

4 BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note contains provisions for a variable interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase. If this Note provides for a variable interest rate or finance charge, and the interest rate or finance charge at any time exceeds the legal limit under

200609070128
Skagit County Auditor
9/7/2006 Page 17 of 18 3:17PM

which a Prepayment penalty is allowed, then the Note Holder's right to assess a Prepayment penalty will be determined under applicable law.

If within TWELVE (12) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to SIX (6) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.

CLARK E GRAHAM (Seal) -Borrower

DEBORA E GRAHAM (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS

I, Auditor of Skagit County, State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original now on file in my office
IN WITNESS WHEREOF, I hereunto set my hand and seal of my office the 31 day of MAY 2017

Auditor By Deputy

Document is NOT OFFICIAL! This Document is the property of the Skagit County Recorder. The Skagit County Recorder no longer vouches for the quality of its images. Your document may be downgraded after recording.

200609070128
Skagit County Auditor
9/7/2006 Page 18 of 18 3:17PM

EXHIBIT – 10
Attestation – REMIC termination

California Civil Code Section 2941.9

2941.9. (a) The purpose of this section is to establish a process through which all of the beneficiaries under a trust deed may agree to be governed by beneficiaries holding more than 50 percent of the record beneficial interest of a series of notes secured by the same real property or of undivided interests in a note secured by real property equivalent to a series transaction, exclusive of any notes or interests of a licensed real estate broker that is the issuer or servicer of the notes or interests or any affiliate of that licensed real estate broker.

(b) All holders of notes secured by the same real property or a series of undivided interests in notes secured by real property equivalent to a series transaction may agree in writing to be governed by the desires of the holders of more than 50 percent of the record beneficial interest of those notes or interests, exclusive of any notes or interests of a licensed real estate broker that is the issuer or servicer of the notes or interests of any affiliate of the licensed real estate broker, with respect to actions to be taken on behalf of all holders in the event of default or foreclosure for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance, or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

(c) A description of the agreement authorized in subdivision (b) of this section shall be disclosed pursuant to Section 10232.5 of the Business and Professions Code and shall be included in a recorded document such as the deed of trust or the assignment of interests.

(d) Any action taken pursuant to the authority granted in this section is not effective unless all the parties agreeing to the action sign, under penalty of perjury, a separate written document entitled Majority Action Affidavit stating the following:

(1) The action has been authorized pursuant to this section.

(2) None of the undersigned is a licensed real estate broker or an affiliate of the broker that is the issuer or servicer of the obligation secured by the deed of trust.

(3) The undersigned together hold more than 50 percent of the record beneficial interest of a series of notes secured by the same real property or of undivided interests in a note secured by real property equivalent to a series transaction.

(4) Notice of the action was sent by certified mail, postage prepaid, with return receipt requested, to each holder of an interest in the obligation secured by the deed of trust who has not joined in the execution of the substitution or this document.

This document shall be recorded in the office of the county recorder of each county in which the real property

described in the deed of trust is located. Once the document in this subdivision is recorded, it shall constitute conclusive evidence of compliance with the requirements of this subdivision in favor of trustees acting pursuant to this section, substituted trustees acting pursuant to Section 2934a, subsequent assignees of the obligation secured by the deed of trust, and subsequent bona fide purchasers or encumbrancers for value of the real property described therein.

(e) For purposes of this section, affiliate of the licensed real estate broker includes any person as defined in Section 25013 of the Corporations Code who is controlled by, or is under common control with, or who controls, a licensed real estate broker. Control means the possession, direct or indirect, of the power to direct or cause the direction of management and policies.

(Added by Stats. 1996, Ch. 839, Sec. 3. Effective January 1, 1997.)

Section: Previous 2939 2939.5 2940 2941 2941.1 2941.5 2941.7 2941.9 2942 2943 2943.1 2944 2944.5 2944.6 2944.7 Next

Last modified: September 9, 2016

Law Blog

State Laws

Alabama
Alaska
Arizona
Arkansas
California
Florida
Georgia
Hawaii
Illinois
Indiana
Massachusetts
Michigan
Nevada
New Jersey
New York
North Carolina
Ohio
Oregon
Pennsylvania
Texas

UNITED STATES OF AMERICA

SECURITIES AND EXCHANGE COMMISSION

ATTESTATION

I HEREBY ATTEST

that:

Attached is a copy of Form 15, certification and notice of termination of registration, received in this Commission on January 30, 2008, under the name of Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4, File No. 333-141008-05, pursuant to the provisions of the Securities Exchange Act of 1934.

on file in this Commission

09/03/2015

Date

LARRY MILLS

Larry Mills, Management and Program Analyst

It is hereby certified that the Secretary of the U.S. Securities and Exchange Commission, Washington, DC, which Commission was created by the Securities Exchange Act of 1934 (15 U.S.C. 78a et seq.) is official custodian of the records and files of said Commission and was such official custodian at the time of executing the above attestation, and that he/she, and persons holding the positions of Deputy Secretary, Assistant Director, Records Officer, Branch Chief of Records Management, and the Program Analyst for the Records Officer, or anyone of them, are authorized to execute the above attestation.

For the Commission

Brent J. Fields

Secretary

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 15

Certification and Notice of Termination of Registration under Section 12(g) of the Securities Exchange Act of 1934 or Suspension of Duty to File Reports under Sections 13 and 15(d) of the Securities Exchange Act of 1934.

Commission File Number of issuing entity: 333-141008-05

Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4
(Exact name of issuing entity as specified in its charter)

Commission File Number of depositor: 333-141008

ACE Securities Corp.
(Exact name of depositor as specified in its charter)

DB Structured Products, Inc.
(Exact name of sponsor as specified in its charter)

c/o Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia, MD 21045
(410) 884-2000

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

A-2A

A-2B

A-3

A-4

CE-1

CE-2

CE-3

I-A-IA

I-A-IB

II-A-I

II-A-2

III-A-I

M-1

M-10

M-11

M-2

M-3

M-4

M-5

M-6

M-7

M-8

M-9

P

R

(Title of each class of securities covered by this Form)

None

(Titles of all other classes of securities for which a duty to file reports under Section 13(a) or 15(d) remains)

Please place an X in the box(es) to designate the appropriate rule provision(s) relied upon to terminate or suspend the duty to file reports:

Rule 12g-4(a)(1)(i)	/ /
Rule 12g-4(a)(1)(ii)	/ /
Rule 12g-4(a)(2)(i)	/ /
Rule 12g-4(a)(2)(ii)	/ /
Rule 12h-3(b)(1)(i)	/ /
Rule 12h-3(b)(1)(ii)	/ /
Rule 12h-3(b)(2)(i)	/ /
Rule 12h-3(b)(2)(ii)	/ /
Rule 15d-6	/X/

Approximate number of holders of record as of the certification or notice date:

Less than 300 Holders

Pursuant to the requirements of the Securities Exchange Act of 1934,

Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4

has caused this certification/notice to be signed on its behalf by the undersigned duly authorized person.

Date: January 30, 2008
By: /s/ Julie Eichler
Julie Eichler, Officer

Instruction: This form is required by Rules 12g-4, 12h-3 and 15d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934. The Registrant shall file with the Commission three copies of Form 15, one of which shall be manually signed. It may be signed by an officer of the Registrant, by counsel or by any other duly authorized person. The name and title of the person signing the form shall be typed or printed under the signature.

EXHIBIT – 11
CA 700 Form

I, as custodian on record for the Fair Political Practices Commission and authorized to certify copies of records for this office, and I declare under penalty of perjury that this is a true and accurate photocopy of the original document maintained at FPPC.

Signature Cyndi Glasser (4795)

CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION
A PUBLIC DOCUMENT

STATEMENT OF ECONOMIC INTERESTS — COVER PAGE

RECEIVED
FAIR POLITICAL PRACTICES COMMISSION
2012 FEB 28 AM 10:14

SUPERIOR COURT OF RIVERSIDE
HUMAN RESOURCE DEPT.
2012 FEB -3 PM 2:04

Date Received (Filer's Use Only)

Please type or print in ink.

NAME OF FILER (LAST)	(FIRST)	(MIDDLE)
OTTOLIA	DANIEL	ALEXANDER

1. Office, Agency, or Court

Agency Name
RIVERSIDE COUNTY SUPERIOR COURT

Division, Board, Department, District, if applicable

Your Position
SUPERIOR COURT JUDGE

► If filing for multiple positions, list below or on an attachment.

Agency: _____ Position: _____

2. Jurisdiction of Office *(Check at least one box)*

- ☒ State
- ☐ Multi-County _____
- ☐ City of _____
- ☒ Judge or Court Commissioner (Statewide Jurisdiction)
- ☒ County of RIVERSIDE
- ☐ Other _____

3. Type of Statement *(Check at least one box)*

- ☒ Annual: The period covered is January 1, 2011, through December 31, 2011.
  -or-
  The period covered is ____/____/_____ through December 31, 2011.
- ☐ Leaving Office: Date Left ____/____/_____ *(Check one)*
  - ○ The period covered is January 1, 2011, through the date of leaving office.
  - ○ The period covered is ____/____/_____, through the date of leaving office.
- ☐ Assuming Office: Date assumed ____/____/_____
- ☐ Candidate: Election Year _____ Office sought, if different than Part 1: _____

4. Schedule Summary

Check applicable schedules or "None."

► *Total number of pages including this cover page:* 4

- ☐ Schedule A-1 *Investments* – schedule attached
- ☒ Schedule A-2 - *Investments* – schedule attached
- ☒ Schedule B - *Real Property* – schedule attached
- ☒ Schedule C *Income, Loans, & Business Positions* – schedule attached
- ☐ Schedule D - *Income – Gifts* – schedule attached
- ☐ Schedule E - *Income – Gifts – Travel Payments* – schedule attached

-or-

☐ None - *No reportable interests on any schedule*

5. Verification

MAILING ADDRESS STREET (Business or Agency Address Recommended - Public Document)	CITY	STATE	ZIP CODE
4050 MAIN STREET	RIVERSIDE	CA	92501

DAYTIME TELEPHONE NUMBER	E-MAIL ADDRESS (OPTIONAL)
(951) 777-3062	

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 2/2/12 (month, day, year)

Signature _____ (File the originally signed statement with your filing official.)

SCHEDULE A-2
Investments, Income, and Assets of Business Entities/Trusts
(Ownership Interest is 10% or Greater)

CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION

Name
Daniel A. Ottolia

▶ 1. BUSINESS ENTITY OR TRUST

First Team - Liz Ottolia
Name
200 S. Main Street, #100, Corona, CA 92789
Address *(Business Address Acceptable)*

Check one
☐ Trust, *go to 2* ☒ Business Entity, *complete the box, then go to 2*

GENERAL DESCRIPTION OF BUSINESS ACTIVITY
Real Estate Sales

FAIR MARKET VALUE
☐ $0 - $1,999
☒ $2,000 - $10,000
☐ $10,001 - $100,000
☐ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/11 ACQUIRED
__/__/11 DISPOSED

NATURE OF INVESTMENT
☒ Sole Proprietorship ☐ Partnership ☐ _____ Other

YOUR BUSINESS POSITION Real Estate Sales Agent

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

☐ $0 - $499
☐ $500 - $1,000
☐ $1,001 - $10,000
☐ $10,001 - $100,000
☐ OVER $100,000

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF $10,000 OR MORE

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD BY THE BUSINESS ENTITY OR TRUST

Check one box:
☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity, if Investment, or
Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
City or Other Precise Location of Real Property

FAIR MARKET VALUE
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☐ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/11 ACQUIRED
__/__/11 DISPOSED

NATURE OF INTEREST
☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership
☐ Leasehold _____ Yrs. remaining ☐ Other _____

☐ Check box if additional schedules reporting investments or real property are attached

---

▶ 1. BUSINESS ENTITY OR TRUST

Name
Address *(Business Address Acceptable)*

Check one
☐ Trust, *go to 2* ☐ Business Entity, *complete the box, then go to 2*

GENERAL DESCRIPTION OF BUSINESS ACTIVITY

FAIR MARKET VALUE
☐ $0 - $1,999
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☐ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/11 ACQUIRED
__/__/11 DISPOSED

NATURE OF INVESTMENT
☐ Sole Proprietorship ☐ Partnership ☐ _____ Other

YOUR BUSINESS POSITION

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

☐ $0 - $499
☐ $500 - $1,000
☐ $1,001 - $10,000
☐ $10,001 - $100,000
☐ OVER $100,000

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF $10,000 OR MORE

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD BY THE BUSINESS ENTITY OR TRUST

Check one box:
☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity, if Investment, or
Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
City or Other Precise Location of Real Property

FAIR MARKET VALUE
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☐ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/11 ACQUIRED
__/__/11 DISPOSED

NATURE OF INTEREST
☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership
☐ Leasehold _____ Yrs. remaining ☐ Other _____

☐ Check box if additional schedules reporting investments or real property are attached

Comments:

CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION

Name
Daniel A. Ottolia

SCHEDULE B
Interests in Real Property
(Including Rental Income)

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS
1131 Portofino Court, #101

CITY
Corona, CA 92882

FAIR MARKET VALUE
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☒ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/11 ACQUIRED
__/__/11 DISPOSED

NATURE OF INTEREST
☐ Ownership/Deed of Trust ☐ Easement
☐ Leasehold _____ Yrs. remaining ☐ _____ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
☐ $0 - $499 ☐ $500 - $1,000 ☐ $1,001 $10,000
☒ $10,001 - $100,000 ☐ OVER $100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of $10,000 or more.
Epitanio Rodriguez
Theresa Rodriguez

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY

FAIR MARKET VALUE
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☐ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/11 ACQUIRED
__/__/11 DISPOSED

NATURE OF INTEREST
☐ Ownership/Deed of Trust ☐ Easement
☐ Leasehold _____ Yrs. remaining ☐ _____ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
☐ $0 - $499 ☐ $500 - $1,000 ☐ $1,001 - $10,000
☐ $10,001 - $100,000 ☐ OVER $100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of $10,000 or more.

* You are not required to report loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE _____% ☐ None

TERM (Months/Years)

HIGHEST BALANCE DURING REPORTING PERIOD
☐ $500 - $1,000 ☐ $1,001 - $10,000
☐ $10,001 - $100,000 ☐ OVER $100,000

☐ Guarantor, if applicable

NAME OF LENDER*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE _____% ☐ None

TERM (Months/Years)

HIGHEST BALANCE DURING REPORTING PERIOD
☐ $500 - $1,000 ☐ $1,001 - $10,000
☐ $10,001 - $100,000 ☐ OVER $100,000

☐ Guarantor, if applicable

Comments:

SCHEDULE C
Income, Loans, & Business Positions
(Other than Gifts and Travel Payments)

CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION

Name
Daniel A. Ottolia

▶ 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME
First Team - Liz Ottolia

ADDRESS *(Business Address Acceptable)*
200 S. Main Street, #100, Corona, CA 92789

BUSINESS ACTIVITY, IF ANY, OF SOURCE
Real Estate Sales

YOUR BUSINESS POSITION
Real Estate Sales Agent

GROSS INCOME RECEIVED
☐ $500 - $1,000 ☒ $1,001 - $10,000
☐ $10,001 - $100,000 ☐ OVER $100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED
☐ Salary ☐ Spouse's or registered domestic partner's income
☐ Loan repayment ☐ Partnership
☐ Sale of _____ *(Real property, car, boat, etc.)*
☒ Commission or ☐ Rental Income, *list each source of $10,000 or more*
☐ Other _____ *(Describe)*

▶ 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

YOUR BUSINESS POSITION

GROSS INCOME RECEIVED
☐ $500 - $1,000 ☐ $1,001 - $10,000
☐ $10,001 - $100,000 ☐ OVER $100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED
☐ Salary ☐ Spouse's or registered domestic partner's income
☐ Loan repayment ☐ Partnership
☐ Sale of _____ *(Real property, car, boat, etc.)*
☐ Commission or ☐ Rental Income, *list each source of $10,000 or more*
☐ Other _____ *(Describe)*

▶ 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from commercial lending institutions, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF LENDER

HIGHEST BALANCE DURING REPORTING PERIOD
☐ $500 - $1,000
☐ $1,001 - $10,000
☐ $10,001 - $100,000
☐ OVER $100,000

INTEREST RATE _____% ☐ None

TERM (Months/Years) _____

SECURITY FOR LOAN
☐ None ☐ Personal residence
☐ Real Property _____ *Street address*
_____ *City*
☐ Guarantor _____
☐ Other _____ *(Describe)*

Comments: _____

EXHIBIT – 12
NOTICES CLAIMS LETTERS AND OATHS

FAX 951-245-3311

NOTICE TO SHERIFF

In Re: Ongoing Crime Report No. 36440

Summary of relative facts. Let this serve notice that the Grand Theft of the Property Located at 1095 Lowry Ranch Road Corona CA 92881 upon a volunteer Federal Witness of Mortgage Crimes in the Inland Empire was conducted by documented spoilage of evidence. witnessed false statements upon the stand and documented REO business conducted between opposing council witness and the head justice Daniel Otellia vested 10% ownership interest in First Team Real Estate. During this trial which could not be triad at the UD courts as title issues were present and presented to the Federal Courts as a federal question and per the 2015 Bench Guide to Unlawful Detainers specifically states title issues cannot be heard in these courts. Many witnessed discussions were had as to how to steer the jury in not making their decision based upon title. and several witness watched this same judge practice law from the bench while allowing opposing council to steer the jury in how to answer the questions. The Plaintiffs witness was stripped from court after being approached by a juror which in turn stripped the attorney off the case. A new trial was set upon triable matters. and a summary judgement motion was served one day before the trial was to be had. A motion for continuance to allow Plaintiffs ADA representative was denied and Plaintiff was ruled by the same judge whom set a new trial upon triable issues declared there were no triable issues. All of which were witnessed by a Level 5 DOJ Agent under the ADA various advocates with ACCE. the equal justice initiative and an investigative Journalist.

NOTIFICATION OF INTENT TO SUE CHARTER

The following forms have been sent out along with the Notification to sue the Chapters along with the documentation of Civil Rico and the events of 6/22/2017 have been sent to the following agencies: County of Riverside Claim for Damages to the Clerk of the Board of Supervisors, Complaint about a California Judge to the Commission on Judicial Performance. The Office of the Attorney General. The 42nd District of Congress Rep Ken Calvert. The State Bar of California. In addition to the documentation of Civil Rico a Nex Gen Notice Demand Notice to provide proof as to how the above was allowed to ensure upon a property that did not contain a mortgage upon it. If the attorney or party is asking you to serve. it would be in the Sheriffs best interest to make sure he has a liability waiver from this party.

As a curtesy I am providing you the Police Civil Liability Law Suits in California for you to review Both and Page 6 and Page 10 for I have just forward enough probable cause that this is being conducted in the following cities.

If your intents is to serve upon the residence at this location. please be prepared to present your identity waiver along with your personal badge and information so that I can properly fill out the Claims for Damages against the sheriff and let me know whom the coroner is so that I can have him properly serve you for aiding and abetting in Civil Racketeering in that we can enjoin you in

any and all upcoming law suits. The papers that are posted upon these windows is to make sure you are aware that there is an ongoing criminal investigation of mortgage crimes in the Inland Empire in that you uphold the "Civility" Oath Rule and exercise common sense.

Documentation of over 3000 REO transaction have been documented up and down the coast. Documentation of Persons holding Disabilities victimized by this Civil Harassment has been documented. Victims are beginning to come forward in San Diego, Riverside, San Bernardino, Los Angeles County and Orange County.

First Team Real Estate office at this address has several office identification numbers. Their Corporate office appears to be in Irvine and they have 1573 agents and 4 designated officers. They have 29 DBA's and 36 franchise offices located in various cities: Anaheim, Arroyo Grande, Bakersfield, Beverly Hills, Big Bear, Cathedral City, Corona, Fullerton, Huntington Beach, Irvine, Ladera Ranch, Laguna Beach, Laguna Niguel, Long Beach, Palm Desert, Oceanside, Marina Del Ray, Mission Viejo, Newport Beach, Pasadena, Palm Springs, San Clemente, San Diego, Seal Beach, Sunset Beach, Temecula, Tustin, Yorba Linda, Valencia, and Westlake.

Injuction Actions and Injuction Motions are in the process of being drafted and a Peaceful Protest is being conducted on-line through Jericho March. These courts have violated the "Symbol of Faith" under which you wear your badge in turn violating Spiritual values through contempt of court. To remind you of whom you are and what you are supposed to stand for I have provided as a curtesy your "Civility" Oath Rule adopted by the Supreme Court.

Faith is teaching the people in the interest of their own safety that Warranty Deeds create "Abstracts" on title. Abstracts cannot be perfected they are by grant or treaty. This court and its players are in violation of Congressional intent. *See Wineman v. Gastrell 53 F. 697 Dec 12, 1892*

Faith is seeking an Amicus Curiae Treaty with the Attorney General in the interest of the general welfare of the people whom Faith swore to protect their property rights under hear oaths as a NAR Realtor by seeking a Letters Rogatory resolution to promote peace under a Grantor Recovery Rehabilitation and Restitution Act. Appropriable named the GRRR Act.

Sincerely

Faith Lynn Brashear

Faith Brashear

NOTICE TO THE SHERIFF
regarding civil and criminal matters.
RE: 1095 Lowry Ranch Rd.
Corona CA 92881
Take notice that this will
as a Writ of Possession is
Civil This is a Federal
Criminal toxic tort that just
took place upon this property. CCP 262
states you must investigate- cannot interfe

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS:
1. Read entire claim thoroughly.
2. Fill out the claim completely.
3. This claim form must be signed.
4. Submit original signed copy.
5. Photocopies may be made for your records.

WARNING
- Claims for death, injury to person or to personal property must be filed no later than 6 months after the occurrence. (GOV. CODE SECTION 911.2)
- All other claims for damages must be filed no later than one year after the occurrence. (GOV. CODE SECTION 911.2)
- Subject to certain exception, you have only six months from the date of written notice of rejection of your claim to file a court action. (GOV. CODE SECTION 945.6)

If written notice of rejection of your claim is not given, you have 2 years from accrual of the cause of the action to file a court action. (GOV. CODE SECTION 945.6)

TIME STAMP HERE
FOR OFFICE USE ONLY

1. WHEN AND WHERE DID DAMAGE OR INJURY OCCUR?

DATE:	TIME:	STREET ADDRESS OR LOCATION:	CITY:	ZIP:
		1095 Lowry Ranch Road	Corona	92881

2. NAME(S) OF SHERIFF PERSONNEL INVOLVED:

NAME: STATION / FACILITY:

NAME: STATION / FACILITY:

15. WERE THE PARAMEDICS CALLED? Yes

16. DID THE CLAIMANT VISIT A PHYSICIAN?
PHYSICIAN'S NAME:
ADDRESS/PHONE:
DATE OF VISIT:

3. DESCRIBE IN DETAIL HOW DAMAGE OR INJURY OCCURRED:
(Use attachments if necessary)

4. WHY DO YOU CLAIM THE SHERIFF'S DEPARTMENT IS RESPONSIBLE?

5. LIST DAMAGES INCURRED TO DATE (Attach Copy of Receipts & Repair Estimates)

17. WITNESS TO DAMAGE OR INJURY?
NAME:
ADDRESS:
CITY/PHONE:
NAME:
ADDRESS:
CITY/PHONE:

6. SHERIFF'S DEPARTMENT FILE OR REPORT#

7. NAME OF CLAIMANT (Print Clearly)

8. DRIVER'S LICENSE OR I.D. #

9. DATE OF BIRTH

10. SOCIAL SECURITY #

11. Booking Number (if applicable)

12. CORRESPONDENCE ADDRESS - (STREET, CITY, STATE, ZIP)

13. HOME PHONE (or phone you can be contacted at)
( )

14. BUSINESS PHONE
( )

TOTAL DAMAGES TO DATE
$

TOTAL ESTIMATED DAMAGES
$

THIS CLAIM MUST BE SIGNED
NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY (PENAL CODE SEC. 72.)

18. SIGNATURE OF CLAIMANT OR PERSON FILING ON HIS/HER BEHALF:

19. PRINT OR TYPE NAME **DATE**

Deliver or mail to Executive Officer, Board of Supervisors, County of Los Angeles, Room 383, Kenneth Hahn Hall of Administration, 500 W. Temple St. L.A. CA 90012

SH-AD-672

Supreme Court of California
350 McAllister Street, San Francisco, CA 94102-4797
www.courts.ca.gov/supremecourt

NEWS RELEASE
Contact: Cathal Conneely, 415-865-7740

FOR IMMEDIATE RELEASE
May 1, 2014

"Civility" Oath Rule Adopted by Supreme Court

Will apply to new lawyers

San Francisco—The California Supreme Court today announced that it has adopted rule 9.4 of the California Rules of Court to supplement the attorney oath for new lawyers. The oath will include a statement that the attorney will strive to conduct himself or herself with dignity, courtesy, and integrity.

"Rule 9.4 Oath required when admitted to practice law" was adopted by the Supreme Court at its administrative conference on April 23, 2014, and will be added to *Title 9, Rules On Law Practice, Attorneys, And Judges* of the California Rules of Court effective May 23, 2014. The adoption of the rule was consistent with the nationwide efforts, led in part by the American Board of Trial Advocates (ABOTA), to include a "civility" provision to the oaths taken by lawyers admitted to the bar in jurisdictions nationwide.

Mr. Mark Robinson, Jr., commented "As president of ABOTA and also as a member of California's Judicial Council, I really praise the Chief Justice and the Supreme Court regarding the passing of the courtesy and integrity oath. We need lawyers who are courteous to other lawyers and to the courts, and we need lawyers with integrity. This is a great thing for justice here in California and it's great for the Judicial Council, national ABOTA, and the people of California."

Rule 9.4 states "In addition to the language required by Business and Professions Code section 6067 the oath to be taken by every person on admission to practice law is to conclude with the following: As an officer of the court, I will strive to conduct myself at all times with dignity, courtesy, and integrity. "

"The State Bar was pleased to work with Doug DeGrave and CAL-ABOTA in urging the court to adopt this additional measure, and it is our belief that it will create an added reinforcement for attorneys entering the bar in California to remember the principles of professionalism that brought them to the practice in the first place and in particular in their dealings with clients, other attorneys, and judges" said Mr. Patrick Kelly, immediate past-president of the State Bar of

California. "This was the highest priority for Doug and I, so we're delighted that the court has made this addition to the rules."

With the adoption of the new rule, the entire oath to be taken upon the admission to practice law will now be as follows: "I solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of California, and that I will faithfully discharge the duties of an attorney and counselor at law to the best of my knowledge and ability. As an officer of the court, I will strive to conduct myself at all times with dignity, courtesy and integrity."

According to Mr Douglas DeGrave, immediate past president of the California Chapters of the American Board of Trial Advocates (CAL-ABOTA), "This revision to the oath is an historic moment for the legal community. This change in the oath should remind us of our obligations beyond that of zealous advocacy on behalf of our clients. As professionals, we have an obligation to conduct ourselves with dignity courtesy, and integrity. Many have forgotten these very principles to which we, as professionals, should always adhere. As an organization, CAL-ABOTA is proud of this accomplishment and our partnership with the State Bar Needless to say, we are very pleased with the adoption of rule 9.4."

# # #

The Supreme Court of California is the state's highest court and its decisions are binding on all other California state courts. The court's primary role is to decide matters of statewide importance and to maintain uniformity in the law throughout California by reviewing matters from the six districts of the California Courts of Appeal and the fifty-eight county superior courts (the trial courts). Among its other duties, the court also decides all capital appeals and related matters and reviews both attorney and judicial disciplinary matters.

NOTICE TO THE SHERIFF regarding civil and criminal matters. IN RE: 1095 Lowry Ranch Rd. Corona CA 92881

Please review Page 6 - Intro In RE: California Constitution and Page 10 because this is the submitting of enough probable cause for investigation of Civil Rico. This is being submitted to open investigations in regards to the property theft of a direct source federal witness of on going crimes in the Inland empire. Please be advised that a mock auction was conducted upon the past Employee of Wells Fargo Bank of America BAC Financial an Countrywide. The attached documentation shows spoilage of evidence conducted by a witness whom is actively involved with Real Estate REO transfers in exchange for testimony. There was no mortgage upon this home and it is the third home stolen declared as such and the second Council Strip by the courts to rule no triable issues after a mistrial for questionable jury tampering. NAR National Association of Realtors is already opening investigations. CCP 262 - states you must investigate and cannot interfere while these investigations are going on.

The Real Estate Company is First Team Real Estate which should not come to a surprise as this is the company The Head Justice Daniel Otelia reports upon his CA 700 Form a 10% vested Ownership interest which has grown to 29 franchise offices up and down the coast. This BTW has been documented and witnessed by a Level 5 ADA Agent under the DOJ. The property at 1095 Lowry Ranch Road is now involved in these federal investigations which fall under LA district from where the wire fraud roaming IP address into the County recorders office exists upon this property. This one best sit down when you read this...

POLICE CIVIL LIABILITY LAWSUITS IN CALIFORNIA

By Matthew J. Orebic, Deputy City Attorney for City of Berkeley

League of California Cities®

Webinar

July 23, 2014

DISCLAIMER: *This paper is not offered as or intended to be legal advice. Readers and webinar attendees should seek the advice of an attorney when confronted with legal issues. Attorneys should perform an independent evaluation of the issues raised in these materials.*

All rights reserved. This paper, or parts thereof, may not be reproduced in any form without express permission from the League of California Cities® For further information, contact the League at 1400 K Street, 4th Floor, Sacramento, CA 95814. Telephone: (916) 658-8200.

Copyright © 2014, League of California Cities®, Sacramento, California

COUNTY OF RIVERSIDE CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS:

1. Read claim *thoroughly*.
2. Fill out claim as indicated; attach additional information if necessary.
3. This office needs the *original* completed claim form and clear readable copies of attachments (if any) if originals are not available.
4. This claim form *must* be signed

OFFICE USE ONLY

TIME STAMP HERE

DELIVER OR U.S. MAIL TO: CLERK OF THE BOARD OF SUPERVISORS
ATTN: CLAIMS DIVISION
P.O. BOX 1628, 4080 LEMON ST, 1ST FL
RIVERSIDE, CA. 92502-1628 (951) 955-1060

1. FULL NAME OF CLAIMANT: Faith Lynn Brashear

2. MAILING ADDRESS (STREET/P.O. BOX): *1095 Lowry Ranch Road*

CITY: Corona STATE: CA ZIP CODE: 92881

HOME TELEPHONE: 951) 268-4042 BUSINESS TELEPHONE:

3. WHEN DID DAMAGE OR INJURY OCCUR (PLEASE BE EXACT): *6/22/2017*

4. WHERE DID DAMAGE OR INJURY OCCUR? Historical Riverside County Court Room 3

STREET CITY STATE ZIP CODE

5. DESCRIBE IN DETAIL HOW DAMAGE OR INJURY OCCURRED

See attached suit outlining exhibits that document These courts enabling witness tampering and Spoilage of evidence exchange for testimony Judicial misconduct has been fully documented by a Level 5 ADA agent under the DOJ Notification of forthcoming Law suit under 42 U.S. Code § 12202 - § 12203

6. WERE POLICE OR PARAMEDICS CALLED? X YES NO

Refusing to release incident report

7. IF PHYSICIAN/HOSPITAL WAS VISITED DUE TO INJURY, INCLUDE DATE OF FIRST VISIT AND HOSPITAL'S NAME, ADDRESS AND PHONE NUMBER

DATE OF FIRST VISIT: 3/14/17 PHYSICIAN'S/HOSPITAL'S NAME: ER

PHYSICIAN'S/HOSPITAL'S ADDRESS: PHONE:

8. WHY DO YOU CLAIM THE COUNTY IS RESPONSIBLE? Enabling Civil Harassment through CIVIL RICO Documented witness tampering in exchange for 3rd Party Graft Benefits

9. NAMES OF ANY COUNTY EMPLOYEES (AND THEIR DEPARTMENTS) INVOLVED IN INJURY OR DAMAGE (IF APPLICABLE)

NAME: *Head Justice Daniel Ottolia* DEPARTMENT:

NAME: *Judge Irma Poel Asbury* DEPARTMENT:

10. WITNESSES TO DAMAGE OR INJURY: LIST ALL PERSONS AND ADDRESSES OF PERSONS KNOWN TO HAVE INFORMATION

NAME: Cynthia L. Brown PHONE: (714) 609-0655
ADDRESS: Certified Advocate ID #0172016FDS

NAME: *Pamela Zander* PHONE: *760) 617-7989*
ADDRESS: *Professional Title Witness*

NAME: William Wagener PHONE: 805) 268-1508
ADDRESS: Investigative Journalist

Sherry Hernandez 310) 990- 6814 - the rest to follow

11. LIST DAMAGES INCURRED TO DATE (attach copies of receipts or repair estimates)

Identity theft, property theft Intimidation Tactics, Extortion distress, Harassment, People sent to my home taking personal pictures of my 16-20 year old daughters, The enactment of an illegal foreclosure conducted on a property without a mortgage against a volunteer witness by past employers. Trespassing, Conducting REO business in the courts, Executive coercion discussion on how to circumvent denial of due process with a jury, Fabrication of false evidence, Moving to mistrial, forced stripping of legal counsel, Initial denial of a Service Animal, Denial of an ADA Agent to assist with speaking impediment, Public Defamation, Verbal Harassment, Community Harassment, While you look the other way, You have been allowing these Judicial misconducts with these back door kick backs, Documented County recorder Wire frauds and third party fraud broken-in Over...

TOTAL DAMAGES TO DATE: TOTAL ESTIMATED PROSPECTIVE DAMAGES:

$1,500,000 Grand theft - $10,000,000 Witness *Tampering*

THIS CLAIM MUST BE SIGNED TO BE VALID. ***NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY (PENAL CODE SECTION 72.)***

WARNING:

- CLAIMS FOR DEATH, INJURY TO PERSON OR TO PERSONAL PROPERTY MUST BE FILED NOT LATER THAN SIX (6) MONTHS AFTER THE OCCURRENCE. (GOVERNMENT CODE SECTION 911.2)
- ALL OTHER CLAIMS FOR DAMAGES MUST BE FILED NOT LATER THAN ONE (1) YEAR AFTER THE OCCURRENCE. (GOVERNMENT CODE SECTION 911.2)
- SUBJECT TO CERTAIN EXCEPTIONS, YOU HAVE ONLY SIX (6) MONTHS FROM THE DATE OF THE WRITTEN NOTICE OF REJECTION OF YOUR CLAIM TO FILE A COURT ACTION. (GOVERNMENT CODE SECTION 945.6)
- IF WRITTEN NOTICE OF REJECTION OF YOUR CLAIM IS NOT GIVEN, YOU HAVE TWO (2) YEARS FROM ACCRUAL OF THE CAUSE OF ACTION TO FILE A COURT ACTION. (GOVERNMENT CODE SECTION 945.6)

12. CLAIMANT OR PERSON FILING ON HIS/HER BEHALF

SIGNATURE RELATIONSHIP TO CLAIMANT

13. PRINT OR TYPE NAME DATE

REVISED 8/26/2008

COMPLAINT ABOUT A CALIFORNIA JUDGE, COURT COMMISSIONER OR REFEREE

Confidential under California Constitution
Article VI, Section 18, and Commission Rule 102

For information about the Commission on Judicial Performance and instructions on filling out and submitting this form, please visit our website at http://cjp.ca.gov.

Today's date: 6/22/17

Your name: Faith Brashear

Your telephone number: 9512684402

Your address: 1095 Lowry Ranch Road Corona CA 92881

Your attorney's name:

Your attorney's telephone number:

Name of judge: Irma Pool Ashberry Daniel A Otellia
OR
Name of court commissioner or referee:
(If your complaint involves a court commissioner or referee, you must first submit your complaint to the local court. If you have done so, please attach copies of your correspondence to and from that court.)

Court: Supreme

County: Riverside

Name of case and case number: MVC1603595

Please specify what action or behavior of the judge, court commissioner or referee is the basis of your complaint. Provide relevant dates and the names of others present. (Use additional pages if necessary.)

See attached complaint form and case outline. This is a notification of forth coming DEMAND for Injuction against the City Charter.

HOW DARE YOU ALLOW THIS TO ENSUE. I SENT THIS COMPLAINT IN 2015 AND YOU IGNORED IT. NOW I HAVE FABRICATION OF EVIDENCE COLLUSSION WITH OUTSIDE REALTORS FOR THE REO LISTING UPON MY PROPERTY THAT DID NOT HAVE A MORTGAGE ON IT. BEING KICKED AT BECAUSE I WAS A PAST EMPLOYEE OF THE FEDERLIZED BANKING INDUSTRY THROUGH COUNTRYWIDE, WELLS FARGO AND BANK OF AMERICA.

THIS IS DOCUMENTED CIVIL RICO AND YOU WILL TAKE THESE JUDGES OFF THE BENCH!

Return to: **Commission on Judicial Performance**
455 Golden Gate Avenue, Suite 14400
San Francisco, California 94102
Telephone: **(415) 557-1200**
Fax: **(415) 557-1266**

City of Corona - Police Department Crime Report Database

Crime Report No. 36440 (Grand Theft (over $400))

Case No. 15-3560

Reporting Person's Email:	faith@betterquest.com

Crime Information

Victim's Name *(if not you)*:	Faith Brashear
Date Crime Occurred:	on-going
Time Crime Occurred:	1:00 AM
Crime or Incident Type:	Grand Theft (over $400)
Address of Crime:	1095 Lowry Ranch Road // Map
Point of Entry:	N/A
Description of Crime:	Attempts of Grand Theft of Property via a terminated null and void trust used to perpetuate fraud on the SEC. I have attorney representation in an active law suit through Cameron Totten who is aware of these predicate crimes against humanity which caused the Mortgage Crash, this is not a joke and this scheme was used against our men and women who served this Nation as well as the laymen. This is the Deutsch Trust referenced on a wild deed transfer... http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001402555&owner=exclude&count=40 This is the suspension of the trust in 2008 http://www.sec.gov/Archives/edgar/data/1402555/000105640408000695/dal07oa4_15-2007.txt These are public record and on the SEC edgar website... http://www.sec.gov/search/search.htm What this means is that the Banking industry never consummated these transactions, never used their own funds, and used this passthrough REMIC to offer certificates out to investors attached to the rigged LIBOR index. By operation of Law these transactions are void and can be challenged under TILA 1635 under the new Federal Ruling. Everyone with a MERS pass through trust by Operation of Law in these very illegal trusts, own their property regardless as rescission under TILA is three days AFTER consummation, which never took place. A NOD cannot legally be filed on a property on behalf of a terminated trust nor can it legally be transfered to a non-bank servicer in my case SLS Specialized Loan Servicing who is not registered with the Secretary of State. This is a violation of THE CALIFORNIA ROSENTHAL FDCPA section 1788.17 prosecutable by law. Penal Code Violations 112,115,470 and if they kicked you out of BK court "perjury" on top of these forgeries and frauds. Attached title alert. The Office of the Attorney General has been informed and is aware of these crimes and are doing nothing to help the victims of these crimes. Please forward this to the AG office. I am an original source witness to mortgage crimes in the Inland Empire, and a Front line advocate for the people. PREDATORY LENDING ALERT Date of Report: March 26, 2015 Report prepared by First National Document Services LLC * 760 617-7989 Public Research of your documents clearly indicate you have been a victim of Predatory Lending Practices Report prepared for: Borrower: Faith Brashear Subject Property: 1095 Lowry Ranch Road Corona, CA 92881 APN: 116-290-047-6 Docket No. 2007-0319880 REPORT ON PREDATORY LENDING PRACTICES DIRECTED AT MEMBERS OF THE PUBLIC. BASED ON INFORMATION PROVIDED BY YOU, ONE OR MORE OF THE FOLLOWING VIOLATIONS HAVE OCCURRED ON YOUR LOAN. NO RECORD CAN BE FOUND IN PUBLIC RECORD TO INDICATE AN ASSIGNMENT OF DEED OF TRUST WAS RECORDED BY COUNTRYWIDE BANK FSB This report has been compiled with the assistance of Personal Financial Management Specialists and Legal Assistance. In addition, representatives from the US Treasury, Office of Financial Institutions Policy; the Federal Deposit Insurance Corporation; and the Federal Reserve Board, Division of Consumer and Community Affairs, were consulted along with review of Federal suits filed against Mortgage Electronic Services LLC, and banking institutions, while employees act as an agent recording documents on behalf of Mortgage Electronic Registrations Systems LLC unlawfully recording instruments in public record. These employees have unlawfully hired Trustees to file foreclosures on unsuspecting borrowers, scammed by the original procurement of a "Deed of Trust/Note, seizing property, based on sale at auction. ***Please Note*** Mortgage Electronic Registration Systems LLC (MERS), is a Delaware Corporation, which was "SUSPENDED" by the CA Secretary of State and the CA Franchise Tax Board from 2002 through 2010. See: Corporations Code 2203. 1. Predatory lending in the small loan market is generally considered to include one or more of the following characteristics: High interest rates and fees; charging hawkish yield-spread-premiums, with little or no responsible underwriting; loan flipping or repeat renewals that ensure profit, without significantly paying down principal; loan packing with high cost ancillary products whose cost is not included in computing interest rates; a loan structure or terms that transform these loans into the equivalent of highly secured transactions; fraud or deception; waiver of meaningful legal redress, or operation outside of state usury or small loan protection law or regulation. The effect of the practices include whether the loan terms or practices listed above strip earnings or savings from the borrower; place the borrower's key assets at undue risk; do not help the borrower resolve their financial shortfall; trap the

Crime Report No. 36440 (Grand Theft (over $400))

Case No 15-3560

borrower in a cycle of debt; and leave the borrower in worse financial shape than when they initially contacted the lender. Most originators promise a 30 year loan, while they sock the borrower into an interest only note based on a 3, 5, or 7 yr. ARM at (6%) at maturity, the loan escalates to 14%, the homeowner can no longer afford the loan. 2. Executive Summary a. Predatory lending practices are prevalent, are characteristic of sub-prime lending, either through proximity, prevalent through the use of affinity marketing techniques, particularly on-line. Mortgage lending was not considered as part of this report. The predatory lenders reviewed as part of this report provide short term loans (sub-prime, payday, car title, and tax refund anticipation loans) and installment loans (unsecured loans focused on the promise of terms and conditions of a secured loan. b. These lenders have several characteristics in common: (1). Predatory lenders seek out young and financially inexperienced borrowers who have bank accounts and steady jobs, but also have little in savings, flawed credit or have hit their credit limit. These borrowers are likely to weigh-in on the possibility of a loan against other opportunities, because the promises are high, while the outcome is met with foreclosure thus, taking the loan. (2). Predatory lenders make loans based on access to assets (through checks, bank accounts, car titles, tax refunds, etc.) and guaranteed continued income, but not on the ability of the borrower to repay the loan without experiencing further financial problems. (3). Predatory lenders market the public through their ubiquitous presence likened to the "killing" of a loan shark and/or through the use of terms, affiliate themselves with experienced a lenders "opportunity, uses the Internet in the promise of terms and conditions that hide the actual interest rate, offering interest rates as an asset-backed security.

Victim's Information

Victim's Name:	Faith Brashear
Victim's Address:	1095 Lowry Ranch Road
City, State & Zip:	Corona, CA 92881
Victim's Date of Birth:	07/07/1966
Victim's Home Phone:	951-268-4042
Victim's Business Phone:	951-268-4042
Victim's Drivers License No.:	C3007423
Additional Victims or Other:	

Additional Persons Involved

(1) Name:	Specialized Loan Servicing AKA Shinsei Bank a Japanese financial conglomerate
(1) Address:	8742 Lucent Boulevard Suite 300
(1) City, State Zip:	Highlands Ranch, Co 80129
(1) Date of Birth:	

(2) Name:	Countrywide/ BAC/ Bank of America/HSBC aka Hongkong & Shanghai Banking CorporationDB Structured Products/ Deutsch Bank Securities
(2) Address:	818 W. Seventh Street 2nd Floor
(2) City, State Zip:	Los Angeles, CA 90017
(2) Date of Birth:	

Property Information

Qty	Desc	Brand	Model	Serial No.	Value

Crime Report No. 36440 (Grand Theft (over $400))

Case No. 15-3560

The Described Property was: Lost

Vehicle Information

Vehicle License Number/State: /CA

Vehicle Year:

Vehicle Make/Model: /

Vehicle Type/Color: /

Additional Information or Comments

RECITALS: Article 9-§513, the attached UCC FINANCIAL STATEMENT AMENDMENT is herein attached in lieu of the production and/or exhibit of the Original Note in Release of Lien, certifies as follows The Deed of Trust underlying the Note (a Securitized Trust) procured and sold to Investors, transferred by agent, acting on behalf of MERS, wherein Payment is evidenced as consideration paid, and provided Investor's compensation in violation of Civil Code 1689.2. Undisclosed terms and conditions of the Deed of Trust is a violation to Civil Code 1689 (b)(5): wherein void elements of the Deed, borrowers have been seized of property from Predatory Lending Practices, defrauded borrowers through certificate offerings, by manipulated LIBOR Index rates that provided income from interstate and/or foreign commerce, thus violates Civil Code § 1962 (a), automatically extinguishes the Deed, rendering the Note null and void. Civil Code of Procedure § 1688. See: Corp. Code 2203. See: Bain v. Metro. Mortg. Group, Inc., et al., 175 Wn.2d 83, 285 P.3d 34 (2012). Glasky v. Bank of America (2013), San Francisco Supreme CRT Jesinoski v. Countrywide Home Loans, Inc 729 F. 3d 1092 Court of Appeals, 8th Circuit, 2013 Rotella v. Wood 528, 549, 560-61,120 S. Ct. 1075, 145 L. Ed. 2d 1047(2000). 15 U. S. C. §1601(a) §1635(a) (2006 ed.) §1635(g) Kemp v Countrywide Case 08-02448-JHW Doc 25 See People of the State of California v. COUNTRYWIDE Financial Corporations, et al Stipulated Judgment and Injunction Complaint No. LC083076, Superior Court of the State of California, County of Los Angeles, Northwest District (2008) ("COUNTRYWIDE Stipulated Judgment") Loan identified as same 100% predicate in default Countrywide admitted were in violation of State and Federal Laws to the California Attorney General. 1. Pursuant to the Federal Truth In Lending Act - TILA § 1635 (f)(2), Regulation Z § 226.23 (a)(3), this loan is void by operation of Law. Consumption of the security instrument never occurred. The mechanism of transfer is void assignment of Deed of Trust by (MERS), deposed by the beneficiary named on the Deed of Trust, as Mortgage Electronic Registration Systems LLC (MERS).. "suspended" by Ca Secretary of State and the CA Franchise Tax Board from 2002- July '2010. See: Commercial Code § 2203. Therefore the Deed of Trust is automatically NULL AND VOID. 2. Pursuant to Commercial Code § 3106 (1) the instrument bears apparent evidence of incomplete inconsistencies to call into question its authenticity. (2) (F) without notice that any party has a defense or claim in recoupment described in subdivision (a) of Section 3305 (1) lack of legal capacity which nullifies the obligation of the obligor. 3. The original evidence of the Debt is invalidates the signature by MERS hereto, is failure to produce: "For Valuable Consideration." 4. Per procurationem of Countrywide Bank, N.A., the original lender of this Security Instrument, is herein revoked, rescinded expunged, and renders the terms and conditions of the Deed of Trust abandoned under a non-transfer of Deed of Trust: NULL AND VOID, Nunc Pro Tunc. This security instrument is thus, perfunctory by a non-creditor, deficient power of assignment of the Deed of Trust; therefore any attempt in assignment is exempt as a holder in due course. WHEREAS, the Borrower is under no financial obligation to pay a non-creditor upon a Bankruptcy discharged loan; unregistered with FinCEN under the Bank Secrecy Act. See: CA COMMERCIAL CODE SECTION 3301 and SECTION 3309 (b). 5. A Title Insurance Company licensed and qualified in the State of CA that agrees it is obligated to indemnify a property pursuant to statue 2934a. This Instrument is herein released and seized of the Indebtedness secured by the Deed of Trust Nunc Pro Tunc 2007, expunged and extinguished. First National Document Services LLC-Record Research per procurationem Countrywide Bank, N.A, Mortgage Electronic Registration Systems LLC (MERS) and/or Holder of the Instrument for Assignment of Deed of Trust. No record of transfer can be found in Public Record for Assignment of Deed of Trust from Countrywide Bank N.A.

State of California

Department of Justice

Office of the Attorney General
1300 "I" Street
Sacramento, CA 95814-2919
Phone: (916) 445-9555

Dear Xavier Becerra ~ Attorney General

My Name is Faith Brashear

I was, and to some degree am still, a volunteer Federal Witness of Mortgage Crimes. Not that this means anything to anyone anymore now that the UCL National Foreclosure Act is in play to smite the Human Blights out of the Federalization Banking System. I worked for Wells Fargo, Bank of America, BAC Financing, and Courtywide. I also brokered to Countrywide in addition to a multitude of Lending instruction. I have been a Multi State Real Estate Broker and I still am a front line Advocate for the property rights of the people whom has spent the last several years of my life dedicating herself to figuring out how to stop this madness.

I was made a part of volunteer investigation because of the high levels of criminal activities within my community more specifically the criminal investigations that were going on within the Crown Ranch Development. I have been branded by many names, accused of things I never did and dragged into these investigations "voluntarily" So you can imagine how frustrating it is to try and expose these criminal activities, when you are getting the stink eye from above.

Now I have several witness whom can attest that there were orders from above to prevent Homeowners from due process. The conveyance of this to someone like me, having family holding purple hearts, after being hit with so many defamatory insinuations, it would call into questions as if this was being done just to me Cause the DA stated that he would "Take me Down" over crimes I did not commit. But then I became involved with the ADA. Americans with Disabilities and found that it was not. So here is my dilemma. Since then I was audited two states away without being given the opportunity to defend myself I went into court to challenge and was stripped of my attorney by the judge. I was assessed property liens against my property without notification, to find out that even though council knew I was in the same courts at the same time I was served two states away. I have been held at gunpoint while working for a fraud investigation company that was raided with a blanket loan mod raid whom assessed facts on site, not prior to, and now after years of trying to compromise. I have once

again been stripped not only of my Attorney in Civil Unlawful Detainer I was stripped of my ADA agent. It should not come as any surprise that I suffer PTSD, however during my adventures in this surreal place I was forced into, I have also suffered multiple mini strokes which has left me dealing with arrhythmia which in turn messes with my Spectrum . which leaves me, well audibly and physically glitchty.

I turned in evidence to the Riverside DA's office of the Civil Racketeering going on in 2015, I was told no one would help me. When I spoke directly with the Grand Jury I was told that I could not touch the judges because they were too tight niched. That unless there could be something that shows at federal jurisdiction their hands were tied. So with the help of others, we showed this and we showed by my own case that these side REO RICO gigs that these courts were willing to fabricate evidence tamper with the jury then tried to blame me for it, were caught lying on the stand, all the while I watched with the full understanding that there was no subject matter jurisdiction on the frivolous suit. Regardless of pointing out the violations in their own bench guides I, a person whom audibly stutters, was told that because I did not object, which I did, I was maliciously prosecuted and ruled against without legal aid or ADA assistance.

Now I know this particular judge is getting REO business through First Team whom has over 29 offices up and down the California Coast. I also know that there are some type of orders from above to Blatantly take people down. Here the thing... I also know how the MERS automated system works down to the Attorney Foreclosure manuals that instruct how to print out documents that were transferred to title via Service Link (revoked as you know Service Link Inc ServicLINK and Service Link XXXX all are different shelf corps.) under roaming IP' addresses that are not DOJ approved.

The level of criminal activity that goes on under your watch is so think, that you cannot even leave you home because of just how bad it smells. Now this would be the third home that will get the designation "wrongful foreclosure" so sad too bad label so that The Federalized Banking Industry can do these back door depreciation Buddy swaps.

I am tired of fighting. I have learned enough law to know that what I am submitting to you stops them dead on. But it won't matter because all in what I have fought for just falls upon deaf ears anyway. I changed my name to Faith as a soul choice. I have lost Faith in this Government and the people that have been placed in charge to run it. I am making my choice to stand beside my Nation and to guide her back to where she belongs. I can be reached at (909) 268-4042 for a Title IX, these will be submitted shorty to the courts. I seek an Amicus Curiae to restore the Faith being beaten out of us on a daily basis. I can either be down here, or up there but I cannot be in these courts for the simple reason Faith does not exist there. So there's that..

Let me know what you choose.

Respectfully Submitted in Jericho Prayer for Peace for Divine Intervention through Faith.

Faith Brabseur

Rep. Ken Calvert
42nd District of Congress
2205 Rayburn, DC 20515
Phone: (202) 225-1986
Fax: (202) 225-2004
IN RE: Jesinoski v. Countrywide.

Wednesday, June 28, 2017
NOTIFICATION OF VIOLATIONS OF THE "SYMBOL OF FAITH" AND SPIRITUAL RETALIATION

Dear Sir,

My Faith in this government is in a state of moral turpitude In 2015. I came before the **District Office** located at 400 S. Vicentia Avenue, Suite 125 Corona, CA 92882 to report suspicions of Civil Harassments from judicial misconduct and I brought forth the information that the Head Justice Daniel Otellia reported a vested 10% ownership interest in the real estate First Team Real Estate where his wife Liv hangs her license. At that time I conveyed to the one man office to where crickets could be heard, that I was a past volunteer federal witness of mortgage crimes in the inland empire whom holds direct knowledge of the triggering devises and timing mechanisms used upon Residential Deeds of Trust which premeditated the mortgage crises. I was scorned, cast off and sent a too bad so sad, this is not my problem letter

So at this time I intend to beat down your door for Blatant violation of the Congressional intent of The Truth in Lending Act and CIVIL HARRASMENT OF DISABLED CITIZENS with intents to expose, not only the Civil Racketeering fully documented by a direct source who's past employer's engaged opposing council, without verification to bring forth witness whom have been caught not only in fabrication of false evidence, but actually conducting business with the head justice real estate company through the courts in exchange for his testimony. This was after the first juror was caught in a lie on the stand during a jury trial where a juror approached my witness on the day of her appearance which was then called a mistrial. It was placed upon the records (which are being withheld unless I provide over $1300 for transcripts and the video footage requested has been denied. A new trial was set by the same judge who recognized that there were triable issues, cause after beaten before several bench judged in a UD court one was set. Even though I was never provided discovery or proof of authentication of whom the hell was suing me. No appearance were ever made and according to the Judges Bench guides to unlawful detainer these courts despite holding no subject matter held no jurisdiction to issue this ruling.

Now before you go one about how I answered this so therefor I waved my rights and you cannot help me crap. (See attached Notification to Sheriffs). I have included for you, the motion to Vacate the order as a foreclosure was conducted upon a property that held a 2009 TILA acknowledged TILA recession further federally discharged upon a warranty deed of conveyance that did not qualify as a mortgage under 2924 which was filed in failure to perfect the instrument under 2924 (h)(c). upon a contract never consummated. So let me 2x4 remind you the Congressional intent of a TILA Recession in what that means when someone like me- a forensic front line home save advocate A multi-State Broker whom changed her name to Faith as a soul choice whom is now marching in Jericho for the protection of the people she swore oaths to protect the property rights for. Whom is conducting an on-line peaceful protest with one heck of a compliant which exposes how to find the underlying intent of these contracts through the MERS glitch recordation's of inventory tracking

upon fabricated Deeds of Trust being electronically filed through Service Link whom revoked their intrastate dealing with the Secretary of State and recorded through Chicago title upon an accommodation stamp holding no guarantees upon title.

Since when is a 2009 (within statues) TILA 1635 (Exhibit D) properly rescinded contract in conflict of Supremacy laws, further acknowledged by ALL PARTIES of their awareness of that fact, time barred for relief?

This is a DEMAND for Strict construction of Regulation Z – for an acknowledge 2009 TILA 1635 recession where the voiding was made absolute ab initio. The Truth in Lending Act allows for judicial enforcement because TILA IS AN ISSUE OF FACT a CONGRESSIONAL INTENT that allows these courts to take judicial action to ORDER compliance with the provisions of the Truth and Lending ACT through assignment of a mediator. The steps to TILA and TILA restitution have been properly asserted and outlining further herein. **a void Per Operation of Law instrument was transferred by the wrong party to a third party non bank servicer** ***See Naranjo v. SBMC Mortgage (S.D. Cal. 2012) 2012 WL 3030370.***

The 2009 TILA Recession upon discovery of over $660k Under the rights of recession the tolerance for a recession upon a presumed refinanced loan in a foreclosure action is allowable when an interest charge 12 C.F.R. § 226.23 (h) (2)(i) is understated by no more than $35; under **Truth in Lending Act**, 15 U.S.C. § 1635 et seq., and Federal Reserve Board **Regulation Z**, 12 C.F.R. § 226.23. *see Jesinoski v. Countrywide Home Loans, Inc 729 F. 3d 1092 Court of Appeals, 8th Circuit, 2013 LAW OF THE LAND RULING*. Under TILA Section 131(f)(2) evidence of a securitized trust does not exists, wherefore under TILA1635 (f) (3) consummation never took place, wherefore TILA Recession CANNOT be TIME BARRED.

TILA Rescission can ONLY be Res Judicata if there is an order to vacate the recession in existence. **Once the court finds a violation such as not responding to the TILA rescission letter, no matter how technical, it has no discretion with respect to liability** (in re Wright, supra. At 708; In re Porter v Mid-Penn Consumer Discount Co., 961 F.2d 1066, 1078 (3d. Cir. 1992); Smith v Fidelity Consumer Discount Co., Supra. At 898. By their Own Declarations submitted before these courts in 2009 these courts IGNORED THE LAW

Plaintiffs in this Hypothetical Jurisdiction laden court were FULLY aware that if a consumer rescinds UNDER TILA within the context of a qualified discharged bankruptcy, courts have held that the rescission effectively voids the security interest, rendering the alleged debt, if any, unsecured (*Exhibit* V chapter 7 discharge). (See in re Perkins, 106 B.R. 863, 874 (Bankr. E.D.Pa. 1989); In re Brown, 134 B.R. 134 (Bankr E.D.Pa. 1991); In re Moore, 117 B.R. 135 (Bankr.E.D. Pa. 1990)).

TILA CANNOT BE TIME BARRED as an only order to vacate the TILA recession is the ONLY thing that prevents a TILA action before during or after any others. It cannot be augured by council whom did not hold authority to bring forth an action in exchange for an REO listing worth $75k commission.

So respectfully, I am going to ask this. What the HELL do you think you are doing up there? I have witnesses - several investigative journalists Advocates across this nation and inside these courts, PLUS an ADA Agent under the DOJ whom has witness this entire event first hand- including when they carted me away in an ambulance to prevent me from enter these courts. Which the courts are refusing to release the incident report.

Civil Racketeering is illegal. These contracts were never consummated which means that once the general public is made aware that at any point at any time they can actually rescind these contracts for failure to perfect in awareness of the underlying intent to swap out anteceded debt through contra accounting, and do not play dumb. HBOR was all about this duel tracking in moving intellectual properties from one tax expect SPV to another under these trusts which were not designed to hold either a note or a deed until after the fact.

You guys are pretty much beyond SOL already because the information is already out there regardless of what I wrote. When the UCL Foreclosure Act hits you best believe pitchforks will be coming out. At this point after everything I documented on Federal Dockets its just a matter of time before they do. THIS IS A DEMAND FOR IMMEDIATE PROTECTION OF THE PEOPLE. IF YOU FAIL IN YOUR DUTIES TO INVESTIGATE THIS AGAIN - PLEASE BE ADVISED THERE WILL BE A FORTHCOMING SUIT AGAINST THIS AGENCY FOR ENABLING VIOLATIONS OF CONSITUTIONALLY PROTECTED RIGHTS OF A DISABLED VOLUNTEER FEDERAL WITNESS WHOM WAS CALLED BEFORE GRAND JURIES AGAINST THE VERY ENTITIES UNDER THE TRUST THAT FORECLOSED AND FORCED A FIRVOLOUS UD DOWN HER THROAT DO NOT MAKE THE MISTAKE TO THINK I AM IGNORANT OF MY RIGHTS OR THE LAWS.

Let this serve as notice this is a nationwide felt protest conducted by the ONLY REALTOR in this world whom knows how to offer viable resolutions that do not involve a UCL Foreclosure Act. WHOM ACTUALLY COULD SHOW how to replenish State Funding and restore Cal PERs without the judges supplementing their income. As a party whom was starved out of this business because I refused to play such criminal ball, I can tell you first hand that being threatened to have by daughter placed in foster care because I was going to be "taken down" for crimes I did not commit stemming from MASSIVE identity theft. I know Judges are being threatened as well. I could hear it in her voice when she refused to take her own oath. This violates my spiritual believes as a woman whom legally changed her name to Faith as a soul choce because if a person cannot utter the words so help me God- they are breaking divine laws.

If my case goes before jury in public eye it will show the algorithms attached through compromised courts that I accurately predicted the courts were engaging in real estate transaction through third party graft benefits by the backdating of an order that ties directly to the July 8, 2015 market glitch. This was included in the documentation provided to you in 2016 which I assume you placed in the 86 file. I am sorry but I cannot stand by and watch this premeditated slaughter of the public ensue so you can make way for a 2025 renter nation goal because the Federalized Banking Industry is now using the Courts as their new Foreclosure mills. There are over 3000 REO transfers to First Team Realty- I GET the too big to fail - but this? This is not just. Please read the order to vacate to help clarity my intents to restore Faith in the Jericho March prayer for peace in a war the general public at been placed in without their consent, because the last time I check You work for them. As for me, I stand by my nation. Which direction that takes is now up to you. Do you want me out there or up there because there is not Faith left in these courts. I am not being punished for anything I did- but for what I know. My constitutional, Civil, ADA and Human rights have been stripped from me. My name IS a "symbol of public Faith" I stand before you upon my name.

Sincerely

Faith Lynn Brashear WITNESS/ VICTIM/ REALTOR

Exhibit B

NOTICE IS HERBY GIVEN: TO ALL CREDITORS, CONTINGENT CREDITORS, RECORD HOLDERS, BENEFICIAL OWNERS OF SHARES OF COMMON INTERESTS, AND TO ALL PERSONS (ANYONE AND EVERYONE), WHO MAY OTHERWISE BE INTERESTED IN REAL ESTATE PROPERTY ABOVE-DESCRIBED, INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS IN INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNSOR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITYACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER ANY OF THEM, AND EACH OF THEM (COLLECTIVELY YOU).THIS NOTICE [CAL. CIV. CODE § 2332], IS IN NATURE OF A DUE FAIR-WARNING PURSUANT TO THE "FAIR WARNING DOCTRINE" PLEASE READ IT CAREFULLY IN ITS ENTIRETY AND TAKE DUE HEED OF THE CONTENTS. YOUR LEGAL AND EQUITABLE RIGHTS OR INTERESTS WILL BE AFFECTED BY THE PROCEEDINGS IN THIS ADMINISTRATIVE ADJUDICATION. IF, FOR ANY REASON, YOU HAVE TROUBLE UNDERSTANDING ANY OF THESE STATEMENTS OR WARNINGS, IT IS YOUR DUTY TO NOTIFY A SUPERIOR OFFICER, OR COMPETENT LEGAL COUNSEL, TO DECIPHER AND EXPLAIN TO YOU THE SIGNIFICANCE OF THIS PRESENTMENT. "IF" BY DEFAULT, NEGLIGENCE OR OVERSIGHT YOU APPROVE THE PROPOSED CONSENT DECREE SETTLEMENT, OR IF BY THE ABSENCE OF A LODGED QUIET TITLE ACTION (NISI DECREE PRO CONFESSO), UNDERTAKEN BY YOU (THE ALLEGED INTERESTED PARTY); TO REMOVE ANY CLOUD; TO ESTABLISH CLEAR OWNERSHIP OF THE REAL PROPERTY (LAND AND BUILDINGS AFFIXED TO LAND); TO CURE ANY BROKEN CONTINUITY IN THE CHAIN OF TITLE; AND TO "QUIET" ALL OTHER CLAIMS AND EFFECTIVELY PUT TO REST ANY CLAIMS THAT MAY RESULT FROM UNCLEAR TRANSFERS OF THE PROPERTY THAT TOOK PLACE IN TIMES PAST, IT SHALL BE CONCLUSIVELY ESTABLISHED AS A FACT THAT YOU DO NOT OPPOSE OR OBJECT THE FORM OR FASHION BY WHICH THE TITLE IN CONTROVERSY IS HEREIN EFFECTIVELY SILENCESD IN FAVOR OF PHUONG BICH DZUONG, "THE GRANTOR" (CAL. CIV. CODE § 3528), AND WITH YOUR (ANYONE AND EVERYONE) FULL UNDERSTANDING THAT YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS AND ADEQUACY OF THE ABSOLUTE SETTLEMENT AND FROM PURSUING THE SETTLED CLAIMS (DEFINEDHEREIN).

IF YOU HOLD **1095 LOWRY RANCH ROAD, CORONA CA 92881 APN: 116-290-047-6**, COMMON INTERESTS OR CONTRACTING POWER FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS TIME-SENSITIVE DOCUMENT TO SUCH BENEFICIAL OWNER.

PLEASE TAKE NOTICE OF THE FOLLOWING: Faith Lynn Brashear under the Silver leaf Recovery Foundation Grantor/Settlor is the lawful owner of certain parcel of land, and openly occupies (Cal. Civ. Code § 1006.), peacefully (lawfully), maintains continuous uninterrupted physical (and constructive) possession for a time in excess of nine (9) years, of the real estate particularly described as follows: **ADDRESS- 1095 LOWRY RANCH ROAD, CORONA CA 92881 APN: 116-290-047-6.**

PLEASE TAKE FURTHER NOTICE that it is the intent of the Grantor, his agents or assigns, to exercise in respect thereof all the equitable and established prescriptive rights, powers and privileges as legal owner, including the right to declare insolvent, enhance the value of, protect, preserve, improve, sell, assign, transfer, convey, lease, alienate, dispose of, mortgage, or otherwise encumber the lands, buildings, real estate property where situated, and any and all legal and equitable interests therein, including patents and patent rights, chattels, easements, and privileges which may lawfully be purchased, sold, or dealt.

Furthermore, the foregoing and following clauses shall be construed as objects and powers in furtherance and not in limitation of the general powers conferred by the principles of law and equity, including the law merchant and the law relative to capacity to contract, principal and agent, estoppel, representation, undertakings, and other validating doctrine; and, Furthermore, it is hereby expressly provided that the foregoing and following enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the Grantor, and that the Grantor may do all and everything necessary, suitable or proper for the accomplishment of any of the purposes or objects herein above enumerated either alone or in association with other individuals, to the same extent and as fully as individuals might or could do as principals, agents, contractors or otherwise; and.

Furthermore, you shall undertake not to sell, lease, encumber, transfer, dispose of any purported interests in the property or otherwise cause or permit any action which would operate to infringe on, or deprive the Grantor of any of the rights [Cal. Civ. Code § 1708], herein claimed and/or established, until such a time as any issues are administratively (self) adjudicated (EXTRAJUDICIAL SETTLEMENT); and, shall further undertake not to initiate any action that injures, or hampers, obstructs, impedes, inhibits, retards, balks, prevents, thwarts, foils, curbs, or delays the Grantor (Cal. Civ. Code § 3520.), in any way, shape, or form from the free exercise of the rights herein ratified, or the powers necessary to perform any or all of the terms, conditions, and assurances in the this Notice ["novation agreement"], and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Grantor. This shall be done in a manner and form acceptable to the Grantor.

PLEASE TAKE FURTHER NOTICE that if you have any interest in any of that real estate property, you "must" file the CLAIM ("Quiet Title action"), with the COURT within 30 days from the date of publication of this notice, or you (and every other person not including the Grantor) will lose (administratively forfeit, release, grant (Cal. Civ. Code § 1110 & 3522), gift, waive, abandon, and/or intentionally/voluntary relinquish [Quit Claim]), your rights, interest and Constructive ownership in the real estate property; and,

Furthermore, a sufficient description of the interest in any of that real estate property must be presented to establish, with unrivaled certainty and clarity, that the person claiming the interest in any of that real estate property, is the rightful owner; and,

Furthermore, if, in addition to its principal amount, a claim includes interest, fees, expenses, or other charges incurred before the cause of action was filed, an itemized statement of the interest, fees, expenses, or charges shall be filed with the cause of action; and, if a security interest is claimed in the property, a statement of the amount necessary to cure any default as of the date of the cause of action shall be filed with the proof of claim; and,

Furthermore, if an escrow account has been established in connection with the claim, an escrow account statement prepared as of the date the cause of action was filed and in a form consistent with applicable law shall be filed with the attachment to the cause of action; and, If the holder of a claim fails to provide any information required by this notice, the Grantor shall, after this notice and allotted time, preclude the holder from presenting the omitted information, in any form, as evidence in any contested matter or adversary proceeding in any case, and demand other appropriate relief, including reasonable expenses and legal fees caused by the failure; and, If a claim is based on an open-end or revolving consumer credit agreement for which a security interest is claimed in the real property — a "Bill in Equity" must (shall), be filed with proof of claim, including all of the following information that applies to the account: (a) the name of the entity from whom the creditor purchased the account; (b) the name of the entity to whom the debt was owed at the time of an account holder's last transaction on the account; (c) the date of an account holder's last transaction; (d) the date of the last payment on the account; and (e) the date on which the account was charged to profit and loss; and,

PLEASE TAKE FURTHER NOTICE that when any action is taken pursuant to the procedure established in Cal. Civ. Code, § 2941.9, an affidavit must be signed and recorded in the county where the real property is located. By statute, the affidavit must be entitled "Majority Action Affidavit," include mandatory information, and be signed under penalty of perjury (Civ. Code, § 2941.9, (d)). [See the statute for additional requirements and definitions.]

PLEASE TAKE FURTHER NOTICE that the Grantor, herein solemnly affirms that any Sale, Transfer, or assignment are Void as a Matter; in-Deed; of-Fact; of-Law; of-Record; of-Substance, and Or held/found to be Void Pursuant to; Cal. Civ Code 2934a. (a)(1)(B) Cal. Civ. Code 2934b.; Cal. Civ. Code 2936.; Cal. Civ Code 2941.9. (d); Cal. Pro. Code 15641.; Cal. Pro. Code 15643. (b); Cal. Pro. Code 18102.; UCC 1-103 (b); and Uniform Fraudulent Transfer Act Sec. 9 & 10.

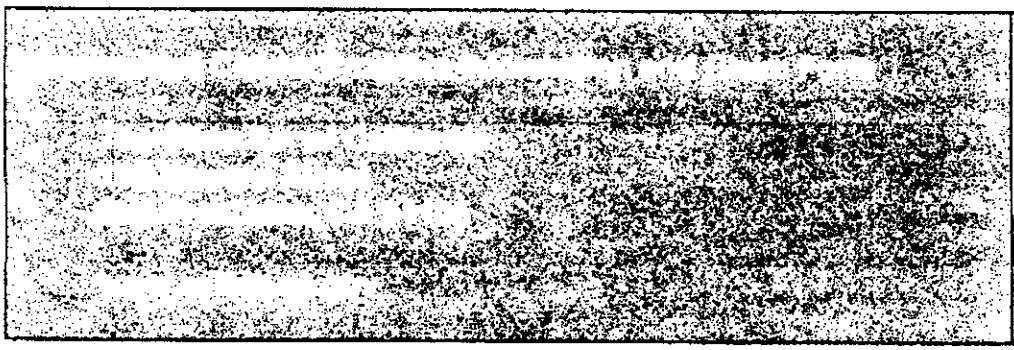
PLEASE TAKE FURTHER NOTICE that the Grantor, herein makes a "Generally Executory Decree" that the Trustee's Deed Upon Sale recorded as Instrument No. 2015-000572708, on 11/04/2015, of Official Records in the County Recorder's Office of Orange County, California, to be ineffective [Void], pursuant to Cal. Civ. Code, § 2941.9(d), and that unless Good Cause Appears, in the Form of a "Majority Action Affidavit" signed under penalty of perjury as prescribed by law, then it shall be conclusively presumed as a fact, that Good Cause shall-have-been-shown to have all interested parties, the Grantor, the Trustee, Faith Lynn Brashear under the Silver Leaf Recovery Foundation mutually stipulate to a "Consent Decree" holding any "Notice of Trustee Sale", assignments of Deed of Trust, Trustee's Deed Upon Sale, or any instrument requiring-but-not-containing a signed "Majority Action Affidavit" to be fully null-and-void (having no force, binding power, legal effect or validity), and furthermore, to a "Memorandum of Understanding" (hereinafter called "MOU"), that any sale (by the Trustee/Agent) "and" purchase "shall" be held-to-be, in bad faith, with complete abandonment of the underwriting guidelines, pervasive disregard of prudent securitization standards, against the interests of the investors, with "Due-Notice" to agent and principal (Cal. Civ. Code § 2332 and/or an affiliates), of apparent, irrefutable, insurmountable evidence of "altered" "forged" "unauthorized" "fabricated" signature(s), routine fabrication of borrower and loan information, and routine engagement in the intentional breach of the representations and warranties; with a confession-of-judgment that this instant matter, at-all-times, stands as "permanently", and "irrevocably" "Administratively Adjudicated" (no issues liable or subject to judicial or quasi-judicial examination or trial); and,

Furthermore, the Trustee, and Beneficiaries (Cal. Civ. Code § 2330-2339), "shall" in advance of the first disposition of any action, suit, or proceeding; undertake, covenant, or otherwise pledge to wholly-and-completely, now-until-forever, "indemnify" (including but not limited to ANY tax), "defend" and "hold-harmless" the Grantor (including but not limited to employees or agents of the Grantor), in a court of law or of equity, and furthermore, to prelitigation, legal fees and expenses incurred (whatever such amount may be), by the Grantor, in defending any civil, criminal, administrative, or investigative action, suit or proceeding and protecting the Grantor's rights, title, and interests in the real estate.

NOW THEREFORE LET IT BE RESOLVED THAT TO PREVENT THIS EXTRAJUDICIAL SETTLEMENT FROM ADVERSELY OR NEGATIVELY AFFECTING YOUR INTERESTS, MAIL OR DELIVER A SIGNED AND DATED OBJECTION TO THIS NOTICE (IN THE FORM OF A FILED QUIET TITLE ACTION) AND ANY OTHER WRITTEN NOTICE, TO **ADDRESS 1095 LOWRY RANCH ROAD, CORONA CA 92881 APN: 116-290-047-6**, NOT LATER THAN MIDNIGHT OF THE THIRTIETH (30TH) BUSINESS DAY FOLLOWING THE GENERAL DECREE DATE (CAL. CIV. CODE § 3527.)

Date: _____ by: Faith Lynn Brashear under the care of the Silver Leaf Recovery Foundation

_____ Declarant (Grantor)



For Office Use only
Claim No.

Is your claim complete?

☐	Complete all sections relating to this claim and sign the form. Please print or type all information.
☑	Attach receipts, bills, estimates or other documents that back up your claim.
☐	Include two copies of this form and all the attached documents with the original.

Claimant Information

1	Brashear (Last Name)	Faith (First Name)	L. (MI)	2 Tel: (951) 268 -4042
				3 Email:

4	1095 Lowry Ranch Road (Address)	Corona (City)	CA (State)	92881 (Zip Code)

5	Best time and method to reach you: ANY
6	Is the claimant under 18? ☐ Yes ☑ No — If YES, give date of birth: ☐ ☐ ☐ (MM DD YYYY)

Attorney or Representative Information

7	See Attached. This involves both the Mortgage Law firm as well (Last Name)	(First Name)	(MI)	8 Tel: ( )
				9 Email:

10	(Address)	(City)	(State)	(Zip Code)

11	Relationship to claimant:	State Bar Number:

Claim Information

12	Date of Incident: 06/22 /2017
	Was the incident more than six months ago? ☐ Yes ☑ No
	If YES, did you attach a separate sheet with an explanation for the late filing? ☐ Yes ☐ No

13 List the name of the State Bar employee(s) against whom the claim is filed, if any:

14 Dollar amount of claim: $75k Plus $1,096,000

If the amount is more than $10,000, indicate the type of civil case:

☑ Limited civil case ($25,000 or less)

☐ Non-limited civil case (over $25,000)

Explain how you calculated the amount:
Defendant's counsel has already incurred $73,875 in costs and fees, in partial pro bono, estimating about 293 hours of work at a $250 per hour billing rate in this and in similar suits in attempt to stop these illegal activities ensuing at these courts. The additional damage is for the attempted Grand Theft $1,096,000. This does not include damages for emotional distress and terror/ intimidation tactics endured. See attached Complaints

15 For claims involving real property, list the location or address of the incident:

1095 Lowry Ranch Road -Corona CA 92881

16 Describe the specific damage or injury (You may attach extra pages if necessary):
This has been an ongoing battle since 2012- There is no mortgage upon this property I am a disabled volunteer federal witness of mortgage crimes, and the foreclosing trust holds two past employers and one servicer though whom I was directly employed. I have documented enough probable cause to show that the Civil Rico is in fact happening to the point the witness who spoiled evidence conducts REO business through the head justice Real estate company that he reports on his CA Form 700.

17 Explain the circumstances that led to the damage or injury (You may attach extra pages if necessary):
There will be a forth coming grievance to the chamber for an immediate injunction demand, notifications have gone out Judicial Performance Committee. Claims are being made to the County, Letters have been sent to Congress and the Attorney General Police reports of these activities have been continually updated with the Corona Police Department Crime Report No. 36440 (Grand Theft (over $400))

18 Explain why you believe The State Bar of California is responsible for the damage or injury (You may attach extra pages if necessary):
See attached Documentation of wire frauds signature frauds spoilage of evidence, graft bribes in exchange for testimony intimidation tactics forced triggered ambulance rides by lying to my council on time for trial. Witness tampering. Obstruction serious long list here..

Notice and Signature

19 I declare under penalty of perjury under the laws of the State of California that all the information I have provided is true and correct to the best of my information and belief. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a felony punishable by up to four years in state prison and/or a fine of up to $10,000 (California Penal Code § 72).

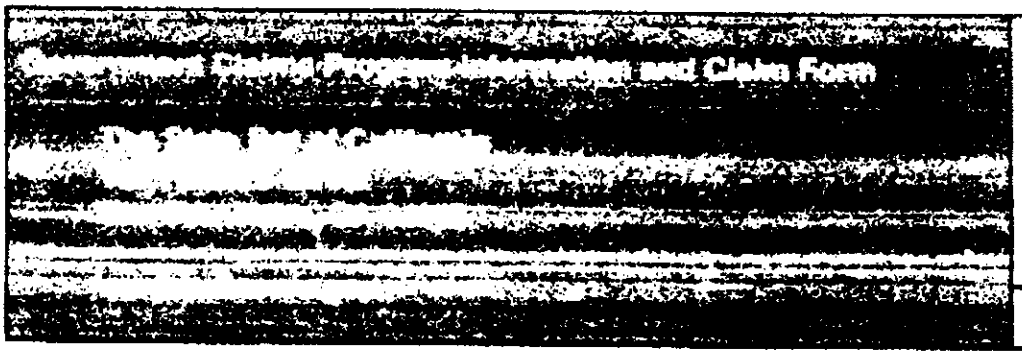
	6/28/ 17
Signature of Claimant or Representative	*Date*

20 Mail the original and three copies of this form, along with three copies of all supporting documents to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105
Attention: CLAIMS OFFICER/OFFICE OF THE SECRETARY

Forms can also be hand-delivered to: The State Bar of California, 180 Howard Street, San Francisco, CA, marked "Attention Claims Officer, Office of the Secretary," during regular business hours (8:45 a.m. to 5.00 p.m.), Monday though Friday.

Electronic versions of this form can be found on the web site of The State Bar of California at: http://calbar.ca.gov/calbar/pdfs/claims/Govt-Claim-Form.pdf.



For Office Use only
Claim No.

Is your claim complete?

☐	Complete all sections relating to this claim and sign the form. Please print or type all information.
☐	Attach receipts, bills, estimates or other documents that back up your claim.
☐	Include two copies of this form and all the attached documents with the original.

Claimant Information

1	Brashear (Last Name)	Faith (First Name)	Lynn (MI)	2	Tel: (951) 268-4042
				3	Email:
4	1095 Lowry Ranch Road (Address)	Corona (City)	CA (State)	92881 (Zip Code)	

5	Best time and method to reach you: any			
6	Is the claimant under 18? ☐ Yes ☑ No	If YES, give date of birth: ☐ ☐ ☐	MM	DD YYYY

Attorney or Representative Information

7	Lizmaki (Last Name)	Faith (First Name)	G (MI)	8	Tel: (530) 750-3700
				9	Email:
10	202 Cousteau Place Suite 260 (Address)	Davis, (City)	CA (State)	95618 (Zip Code)	

11	Relationship to claimant: [illegible]	State Bar Number: [illegible]	

Claim Information

12	Date of Incident: 6/22/17			
	Was the incident more than six months ago?	☐ Yes	☑ No	
	If YES, did you attach a separate sheet with an explanation for the late filing?	☐ Yes	☐ No	

13 List the name of the State Bar employee(s) against whom the claim is filed, if any:

14 Dollar amount of claim: $25000

If the amount is more than $10,000, indicate the type of civil case:

☑ Limited civil case ($25,000 or less)

☐ Non-limited civil case (over $25,000)

Explain how you calculated the amount:

This was calculated based upon the amount spent on legal council to fight this case

15 For claims involving real property, list the location or address of the incident:

1095 Lowry Ranch Road Corona CA 92881

16 Describe the specific damage or injury (You may attach extra pages if necessary):

Attorney is engaged in Civil Rico with with the Head Justice of the Superior Court through Third Party Graft Benefits to First Team Real Estate under which Daniel Otellia reports upon his CA 700 Form a 10% Ownership Interest in and through which his wife Liv Otellia hangs her Real Estate License. He has brought forth witness whom are spoiliage evidence whom have conducted REO listing and sale transaction w/said judge in exchange for testimony.

17 Explain the circumstances that led to the damage or injury (You may attach extra pages if necessary):

This attorney filed an Unlawful Detainer after being informed that there was no mortgage my property and that his client HSBC conducted a wrongful foreclosure. An identity theft form was presented to my attorney and ignored. They have sent a substitute attorney whom has defamed accused and insulted me before a judge. I am disabled. Council removed my witness via a mistrial, removed my attorney by leveraged my witness against me and is moving to trial me again

18 Explain why you believe The State Bar of California is responsible for the damage or injury (You may attach extra pages if necessary):

Violation of the "Civility" Oath Rule Adopted by Supreme Court - Rule 9.4 states "In addition to the language required by Business and Professions Code section 6067, the oath to be taken by every person on admission to practice law is to conclude with the following: 'As an officer of the court, I will strive to conduct myself at all times with dignity, courtesy, and integrity. ". See attached

Notice and Signature

19 I declare under penalty of perjury under the laws of the State of California that all the information I have provided is true and correct to the best of my information and belief. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a felony punishable by up to four years in state prison and/or a fine of up to $10,000 (California Penal Code § 72).

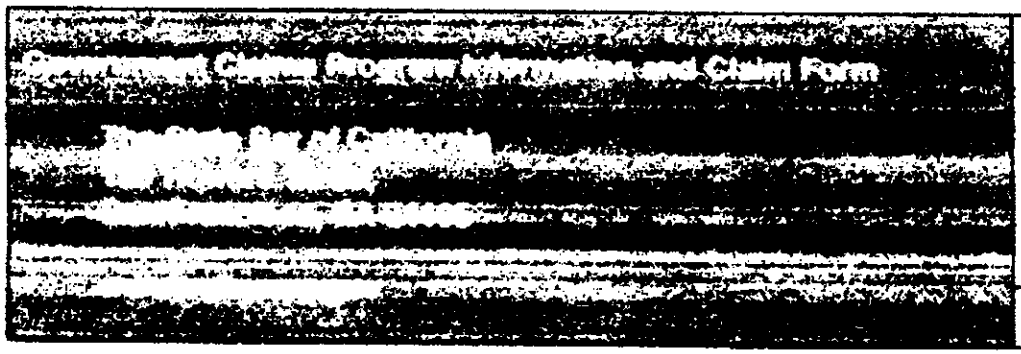
Signature of Claimant or Representative — *Date* 6/21/17

20 Mail the original and three copies of this form, along with three copies of all supporting documents to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105
Attention: CLAIMS OFFICER/OFFICE OF THE SECRETARY

Forms can also be hand-delivered to: The State Bar of California, 180 Howard Street, San Francisco, CA, marked "Attention Claims Officer, Office of the Secretary," during regular business hours (8:45 a.m. to 5:00 p.m.), Monday though Friday.

Electronic versions of this form can be found on the web site of The State Bar of California at: http://calbar.ca.gov/calbar/pdfs/claims/Govt-Claim-Form.pdf.



For Office Use only
Claim No.:

Is your claim complete?

☐	Complete all sections relating to this claim and sign the form. Please print or type all information.
☐	Attach receipts, bills, estimates or other documents that back up your claim.
☐	Include two copies of this form and all the attached documents with the original.

Claimant Information

1	Brashear (Last Name)	Faith (First Name)	Lynn (MI)	2 Tel: (951) 268-4042
				3 Email:
4	1095 Lowry Ranch Road (Address)	Corona (City)	CA (State)	92881 (Zip Code)
5	Best time and method to reach you: gas			
6	Is the claimant under 18? ☐ Yes ☑ No	If YES, give date of birth: MM ☐ DD ☐ YYYY ☐		

Attorney or Representative Information

7	Lemunk (Last Name)	Erick (First Name)	G (MI)	8 Tel: (530) 750-3700
				9 Email:
10	202 Cousteau Place Suite 260 (Address)	Davis, (City)	CA (State)	95618 (Zip Code)
11	Relationship to claimant: [illegible] Counsel			State Bar Number: [illegible]

Claim Information

12	Date of Incident: 1/22/12	
	Was the incident more than six months ago?	☐ Yes ☑ No
	If YES, did you attach a separate sheet with an explanation for the late filing?	☐ Yes ☐ No

13 List the name of the State Bar employee(s) against whom the claim is filed, if any:

14 Dollar amount of claim: $25000

If the amount is more than $10,000, indicate the type of civil case:

☑ Limited civil case ($25,000 or less)

☐ Non-limited civil case (over $25,000)

Explain how you calculated the amount:

This was calculated based upon the amount spent on legal council to fight this case

15 For claims involving real property, list the location or address of the incident:

1095 Lowry Ranch Road Corona CA 92881

16 Describe the specific damage or injury (You may attach extra pages if necessary):

Attorney is engaged in Civil Rico with with the Head Justice of the Superior Court through Third Party Graft Benefits to First Team Real Estate under which Daniel Otellia reports upon his CA 700 Form a 10% Ownership Interest in and through which his wife Liv Otellia hangs her Real Estate License. He has brought forth witness whom are spoiliage evidence whom have conducted REO listing and sale transaction w/said judge in exchange for testimony.

17 Explain the circumstances that led to the damage or injury (You may attach extra pages if necessary):

This attorney filed an Unlawful Detainer after being informed that there was no mortgage my property and that his client HSBC conducted a wrongful foreclosure. An identity theft form was presented to my attorney and ignored. They have sent a substitute attorney whom has defamed accused and insulted me before a judge. I am disabled. Council removed my witness via a mistrial, removed my attorney by leveraged my witness against me and is moving to trial me again

18 Explain why you believe The State Bar of California is responsible for the damage or injury (You may attach extra pages if necessary):

violation of the "Civility" Oath Rule Adopted by Supreme Court - Rule 9.4 states "In addition to the language required by Business and Professions Code section 6067, the oath to be taken by every person on admission to practice law is to conclude with the following: 'As an officer of the court, I will strive to conduct myself at all times with dignity, courtesy, and integrity.'". See attached

Notice and Signature

19 I declare under penalty of perjury under the laws of the State of California that all the information I have provided is true and correct to the best of my information and belief. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a felony punishable by up to four years in state prison and/or a fine of up to $10,000 (California Penal Code § 72).

	6/2/17
Signature of Claimant or Representative	*Date*

20 Mail the original and three copies of this form, along with three copies of all supporting documents to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105
Attention: CLAIMS OFFICER/OFFICE OF THE SECRETARY

Forms can also be hand-delivered to: The State Bar of California, 180 Howard Street, San Francisco, CA, marked "Attention Claims Officer, Office of the Secretary," during regular business hours (8:45 a.m. to 5:00 p.m.), Monday though Friday.

Electronic versions of this form can be found on the web site of The State Bar of California at: http://calbar.ca.gov/calbar/pdfs/claims/Govt-Claim-Form.pdf.

Complaint to the California State Bar
Los Angeles
845 S. Figueroa St.
Los Angeles, CA 90017-2515
213-765-1000

Date of Report: April 2, 2015

Complaint against: The Mortgage Law Firm -
CC: Owner of Record Darren J. Devlin
43180 Business Park Dr. Suite #202
Temecula, CA 92590
E-MAIL: djdevlin@mtglawfirm.com

RE: Notice of Bankruptcy Court of Riverside Central District of California:
Bankruptcy Discharge for Case No. 6:08-bk-26762-PC See: Attachment

Attempt to Sell under Trustee Sale: 120251- **APN No. 116-290-047-6**
Owner of Record: Faith Brashear
Faith Brashear
Subject Property: 1095 Lowry Ranch Road
Corona, CA 92881

NOTICE OF CONTEMPT OF COURT
Bankruptcy Discharge Section 105

This Notice is to inform you and your company, The Mortgage Law Firm, and/or owner of record: Darren J. Devlin is in Contempt of a Discharge Order- from the above named court. Notice of Bankruptcy Court of Riverside Central District of California:

Attention: Darren J. Devlin
The following debt was discharged pursuant to a Deed of Trust (2007), due to abandonment by Countrywide Bank FSB, and no document can be found in public record that authenticates a legal transfer to Bank of America (acting), as creditor. See: *Glaski V. Bank of America*.(2014). Recon Trust named as Trustee for the Deed of Trust, is dissolved in status under the CA Secretary of State, became a NO SHOW, i.e. did not appear nor provided correspondence to the Bankruptcy Hearing. Beneficiary Mortgage Electronic Registration Systems INC ("MERS") did not appear for the hearing due to "suspension" of MERS. See: CA Secretary of State and the CA Franchise Tax Board from 2002 -2010. [See: Corporation Code 2203], making the Deed "Null and Void."

1. The following Trust Series; *Deutsch Alt-A Securities, Inc Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-OA4* "terminated and/or suspended" by the SEC for failure to report in 2008, nullifies the transaction, thus the SEC cannot enforce the "tender" Rule pursuant to 14d-10 under the Securities Exchange Act 1934. See: *Lerro v. Quaker Oats Co.*, 84 F. 3d 239(7th Cir. 1996).

Notice of Termination of Registration under Section 12(g) of the Securities Exchange Act of 1934 or Suspension of Duty to File Reports under Sections 13 and 15(d) of the Securities Exchange Act of 1934. See: Herein Attached

2. This loan is not eligible for transfer Article -3§203: transfers cannot be made by transferee engaged in fraud or illegality affecting the instrument. See *People of the State of California v. COUNTRYWIDE Financial Corporations*, et al Stipulated Judgment and Injunction Complaint No. LC083076, Superior Court of the State of California, County of Los Angeles, Northwest District (2008) ("COUNTRYWIDE Stipulated Judgment")

INDICATIONS: An action to re-open the Case may be filed against you for Contempt Of Court, thus it is recommended you should immediately file a rescission notice on any document recorded in the applicable County Recorder's Office that may "cloud" title to this property. [See: Penal Code 470: fraudulent recordings]. See: Herein Attached

x

4/3/2013