

FORM APPROVED COUNTY COUNSEL 7/6/15  
 BY: GREGORY P. PRIAMOS DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

583A



**SUBMITTAL DATE:  
 JUL 06 2015**

**FROM:** Don Kent, Treasurer/Tax Collector

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 911. Last assessed to: Tecola Monique Thomas, a single woman. District 4 [\$36,721] Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:  
 1. Approve the claim from First American Mortgage Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 639051006-2;

(continued on page two)

**BACKGROUND:**

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the March 20, 2012 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 11, 2012. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 6, 2012, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

*Don Kent*  
 Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 36,721	\$ 0	\$ 36,721	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Fund 65595 Excess Proceeds from Tax Sale  
 Budget Adjustment: N/A  
 For Fiscal Year: 15/16

**C.E.O. RECOMMENDATION:**  
 APPROVE  
 BY: *Samuel Wong 7/13/15*  
 County Executive Office Signature Samuel Wong

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: July 21, 2015  
 xc: Treasurer, Auditor

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

A-30  
 4/5 Vote  
 Positions Added  
 Change Order

Prev. Agn. Ref.: District: 4 Agenda Number:

9-38

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 911. Last assessed to:  
Tecola Monique Thomas, a single woman. District 4 [\$36,721] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** JUL 06 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Authorize and direct the Auditor-Controller to issue a warrant to First American Mortgage Inc. in the amount of \$36,721.87, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**BACKGROUND:**

**Summary (continued)**

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from First American Mortgage Inc. based on a Deed of Trust recorded February 19, 2003 as Instrument No. 2003-115431 and an Assignment of Mortgage recorded June 27, 2007 as Instrument No. 2007-0417356.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that First American Mortgage Inc. be awarded excess proceeds in the amount of \$36,721.87. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

**Impact on Citizens and Businesses**

Excess proceeds are being released to the Deed of Trust holder of the property.

**ATTACHMENTS (if needed, in this order):**

Copies of Excess Proceeds Claim form and supporting documentation are attached.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 911 Assessment No.: 639051006-2

Assessee: THOMAS, TECOLA MONIQUE

Situs: 10387 CACTUS DSRT HOT SPG

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

RECEIVED  
2012 SEP 27 AM 10: 27  
RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 144,500.00 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-0417356 recorded on 6-27-07. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 19th day of September, 2012 at Denver, Colorado  
County, State

*K B Jordan*  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

Kevin B Jordan, President  
Print Name

\_\_\_\_\_  
Print Name

4704 Harlan St, #430  
Street Address

\_\_\_\_\_  
Street Address

Denver, CO 80212  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

303-455-3511 (office)  
303-489-2900  
Phone Number

\_\_\_\_\_  
Phone Number

As

Prepared by and Record and Return to: )  
 Name: Jenny Lacey )  
 Firm/Company: First American Mortgage, Inc. )  
 Address: 4704 Harlan St. Suite 430 )  
 Address 2: )  
 City, State, Zip: Denver, CO 80212 )  
 Phone: 303-455-2211 )

DOC # 2007-0417356  
 06/27/2007 08:00A Fee:10.00  
 Page 1 of 2  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



35580231

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Exhibit not attached						T:	CTY	UNI	OSK

**ASSIGNMENT OF MORTGAGE**

13

**M**  
056

**Name and Address of Assignor:**  
 Norlarco Credit Union  
 2545 Research Blvd  
 PO Box 528  
 Ft. Collins, CO 80526

**Name and Address of Assignee:**  
 First American Mortgage, Inc.  
 4704 Harlan St. Suite 430  
 Denver, CO 80212

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Norlarco Credit Union, "Assignor", whose address is above, does hereby grant, sell, assign, transfer and convey to First American Mortgage, Inc., "Assignee," whose address is above, all interest of the undersigned Assignor in and to the following described mortgage:

**Date of Mortgage:** February 10, 2003  
**Executed by (Mortgagor(s)):** Kristin Jaramillo  
**To and in favor of (Mortgagee):** First American Mortgage, Inc.

**Filed of Record:** In Book \_\_\_\_\_, Page \_\_\_\_\_,  
 Document/Inst. No. 2003-115431, of the Public Records  
 of Riverside County, California, on February 19,  
2003

**Property:** See Exhibit "A" attached hereto and made a part thereof

**Given:** to secure a certain Promissory Note in the amount of \$144,500.00  
 payable to Mortgagee.

Together with the note(s) and obligations therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Mortgage.

TO HAVE AND TO HOLD the same unto Assignee and unto its successors and assigns forever, subject only to the terms and conditions of the above-described Mortgage.

Assignor is the present holder of the above-described Mortgage.

IN WITNESS WHEREOF, this assignment was executed by the undersigned Assignor on this the 3<sup>rd</sup> day of May, 2007.

Signed: [Signature]  
Norlarco Credit Union  
By: Robert E. Hamer, President

STATE OF COLORADO  
CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 5/31/07, by Robert Hamer, who is personally known to me or who has produced a Drivers License as identification.

SHAUN T. JORDAN  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 12/3/2010

[Signature]  
Notary Public  
Printed Name: Shaun T. Jordan

My Commission Expires:

Prepared By:  
**RECORD AND RETURN TO:**  
First American Mortgage, Inc.  
c/o Jenny Lacey  
4704 Harlan Street, Suite #430  
Denver, CO 80212

[Space Above This Line For Recording Data]

## ASSIGNMENT OF MORTGAGE LOAN

THIS ASSIGNMENT OF MORTGAGE LOAN ("Assignment") is entered into and made effective as of May 31st, 2007 by Norlarco Credit Union ("Norlarco Credit Union", or "NCU"), a Colorado state chartered credit union, as seller, and is hereby accepted by First American Mortgage, Inc., as purchaser ("Purchaser").

**Borrowers:** Kristin Jaramillo  
**Property Address:** Lot 577 MB, Desert Hot Springs, CA 92240  
**Legal Description:** See attached Legal Description

**WHEREAS**, NCU has sold to Purchaser and Purchaser has purchased from NCU the construction loan described herein (the "Loan");

**WHEREAS**, NCU agrees to assign, transfer and convey NCU's ownership interest in the Loan and all agreements, documents and instruments comprising the Loan to Purchaser.

**NOW, THEREFORE**, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, NCU and Purchaser agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Assignment.
2. **Assignment.** NCU hereby unconditionally and irrevocably assigns, transfers and delivers to Purchaser, all of NCU's right, title and interest in and to the Loan including without limitation:
  - a. Note dated February 10, 2003 in the principal amount of \$144,500.00 signed by Kristin Jaramillo, as borrower, for the use and benefit of Norlarco Credit Union, as lender.
  - b. Deed of Trust dated February 10, 2003, securing the payment obligations stated in the above referenced note from Kristin Jaramillo, as borrower, for the use and benefit of Norlarco Credit Union and duly recorded on February 19, 2003 in Doc #2003-115431 of the real estate records in the County of Riverside, California.
  - c. Construction Loan Agreement and Construction Rider to Security Instrument each dated February 10, 2003 and signed by Kristin Jaramillo as borrower.
  - d. Each and every other document, disclosure, agreement and instrument comprising the Loan entered into or signed by Kristin Jaramillo, as borrower, and Norlarco Credit Union, as lender.
3. **Assignment Without Recourse.** This Assignment is intended and shall be deemed to include each and every document, disclosure, agreement and instrument comprising the Loan regardless of whether such is specified herein. This Assignment is made WITHOUT RECOURSE to NCU.







**Exhibit "A"**

**LOT 577 OF WARD MAN HEIGHTS, UNIT NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGES 72 TO 79, BOTH INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

**NOTE**

February 10th, 2003  
 [Date]

LA QUINTA, CALIFORNIA

[City]

[State]

LOT 577 MB 030/072 WARDMAN HEIGHTS UNIT 2, DESERT HOT SPRINGS, CALIFORNIA 92240  
 [Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 144,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is NORLARCO CREDIT UNION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS - See attached Construction Rider to Mortgage Note**

I will make my monthly payments at 2545 RESEARCH BLVD PO BOX 528, FORT COLLINS CO 80526 or at a different place if required by the Note Holder.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payments 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 make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder and/or Loan Servicer. The amount of the charge will be 5.000 % of my overdue payment of principal and/or interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

CERTIFIED TO BE A TRUE AND CORRECT COPY  
 GOVERNOR OF THE STATE OF CALIFORNIA

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.


10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

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

  
KRISTIN JARAMILLO (Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

[Sign Original Only]

CERTIFIED TO BE A TRUE AND EXACT COPY OF THE ORIGINAL

BY: 

**CONSTRUCTION RIDER TO MORTGAGE NOTE**

Date: February 10th, 2003

Borrower(s): KRISTIN JARAMILLO

Mortgaged Property: LOT 577 MB 030/072 WARDMAN HEIGHTS UNIT 2  
DESERT HOT SPRINGS, CALIFORNIA 92240

This Construction Rider supplements the terms of the Note, secured by a mortgage, executed on February 10th, 2003, between NORLARCO CREDIT UNION as Lender and KRISTIN JARAMILLO

as Borrower(s). Where inconsistent with the terms of said Note, the terms of this Rider shall control.

**1. Interest**

Pursuant to the terms of a Construction Loan Agreement, dated on February 10th, 2003, Lender agrees to advance funds to Borrower to finance the construction of improvements on the above referenced property. All such advances shall be made in accordance with the terms and conditions set forth in said Construction Loan Agreement, which is incorporated herein by reference.

During the Construction Phase, Borrower agrees to pay interest on the amount of funds advanced at a fixed rate equal to 10.000 %.

**2. Payments**

During Construction, Borrower agrees to make monthly payments of interest only computed on the total amount of funds advanced. Borrower will make these monthly payments on the first day of each month beginning March 1st, 2003 and continuing until loan payoff. Failure to make any such interest payment within thirty (30) days after due shall be considered a default and Lender shall have the right to take action as provided by the terms of this, the Mortgage and the Construction Loan Agreement. All principal and accrued interest shall be due and payable by August 1st, 2003, unless extended in writing by Lender.

**3. Length of Construction Phase**

Borrower agrees to complete construction of the improvements within six ( 6 ) months from the date of this instrument (unless Lender shall agree in writing to an extension of said Construction prior to the expiration thereof), which time shall be of the essence.

**4. Use of Funds**

Borrower agrees to receive all advances as trust funds to be applied solely for the construction of the improvements and related charges, including title charges and insurance premiums. Borrower further agrees to apply such funds first to payment for labor performed and materials furnished in construction of the improvements and to comply with the requirements of N.J.S. 2A:44-89, including all amendments and supplements thereto.

**5. Assignment of Advances**

In the event of a default under the terms of Note, Mortgage, Construction Rider to Note, and Construction Loan Agreement, Borrower assigns to Lender all sums not yet advanced for use in completion of the improvements, and the same or any part thereof may be advanced to any party furnishing labor or materials used in construction of the improvements and such payments shall be deemed to be additional advances to Borrower secured hereby. For this purpose, Borrower designates Lender as attorney-in-fact with full power of substitution, which power shall be deemed to be coupled with an interest and irrevocable to complete the structure in name of Borrower; to pay all expenses with unadvanced funds; to make changes and substitutions necessary or desirable to complete the improvements in substantially the manner contemplated; to employ persons; to settle all claims; to execute or complete all documents required; to prosecute and defend all actions; to take action required under surety bond and do any act Borrower might do in connection with such construction.

**6. Sale to Governmental Agencies**

In the event this Note and Mortgage securing same is sold and assigned in whole or in part to any investor, including but not limited to, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or other government agency after the mortgage becomes permanent, then in such event this Construction Rider shall be null and void as of the date of such sale and assignment.

IN WITNESS WHEREOF the said Borrower(s) has signed, sealed and delivered these presents, and acknowledged receipt of a true copy of this Construction Rider to Mortgage Note without charge, the day and year first above mentioned.

Kristin Jaramillo  
KRYSTIN JARAMILLO -Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

CERTIFIED TO BE A TRUE AND EXACT  
COPY OF THE ORIGINAL

BY: Ryan  
Page 2 of 2

TNT

October 28, 2014

First American Mtg. Inc.  
C/O Kevin B. Jordan, President  
4704 Harlan St., #430  
Denver, CO 80212

Re: Apn: 639051006-2  
TC 192 Item 911  
Date of Sale: March 20, 2012

Dear Kevin B. Jordan,

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

**Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.**

- |  |   |
|--|---|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100               | <input type="checkbox"/> Copy of Marriage Certificate for Original Note/Payment Book  |
| <input type="checkbox"/> Notarized Statement of different/misspelled name for  | <input checked="" type="checkbox"/> Updated Statement of Monies Owed First American Mortgage, Inc. (as of date of tax sale) |
| <input checked="" type="checkbox"/> Notarized Statement Giving Rights to Collect/Claim on behalf of. First American Mortgage, Inc. | <input checked="" type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock)                   |
| <input type="checkbox"/> Certified Death Certificates for  | <input type="checkbox"/> Court Order Appointing Administrator   |
| <input type="checkbox"/> Copy of Birth Certificates for  | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)  |
|  | <input type="checkbox"/> Other -  |

If you should have any questions, please contact me at the number listed below.

Sincerely,

*Debra A Ruth*

Debra A. Ruth  
Tax Sale Operations Unit  
(951) 955-9386  
(951) 955-3990 Fax

**STATEMENT OF  
KEVIN B. JORDAN, PRESIDENT OF  
FIRST AMERICAN MORTGAGE, INC.**

Date: November 7, 2014

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

BEFORE ME, Kevin B. Jordan, personally appeared and being first duly sworn, on oath states as follows:

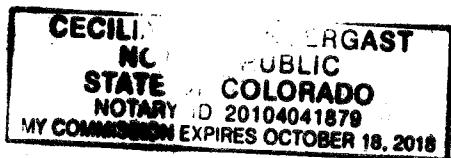
1. My name is Kevin B. Jordan.
2. I am over the age of 18 years and competent to make the statements contained in this Statement.
3. I am President of First American Mortgage, Inc. ("FAM"), a Colorado corporation in good standing.
4. On February 10, 2003, Norlarco Credit Union ("Norlarco"), as assignor, did grant, sell, assign, transfer and convey to FAM all of Norlarco's interest in to that certain Promissory Note and Mortgage dated February 10, 2003, entered into by and between Kristin Jaramillo, as mortgagor, and Norlarco, as mortgagee, for the property with a: (i) address of Lot 577 MB, Desert Hot Springs, CA 92240; (ii) APN: 639051006-2; and (iii) legal description: *See Exhibit A.*
5. In my capacity as President of FAM, I have been duly authorized by all necessary corporate action to collect on the following claim for and on behalf of FAM:  
  
APN: 639051006-2  
TC 192 Item 911  
Date of Sale: March 20, 2012
6. The amount Owed First American Mortgage, Inc. as of the Tax Sale on March 20, 2012, is \$144,500.00.
7. A true and correct copy of the Articles of Incorporation of First American Mortgage, Inc. is attached hereto as Exhibit B.

By: *Kevin B. Jordan*  
Kevin B. Jordan, President  
First American Mortgage, Inc.

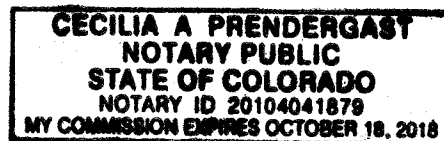
The foregoing instrument was acknowledged before me on this 7 day of November, 2014 by Kevin B. Jordan, President of First American Mortgage, Inc. who is personally known to me and has produced a Colorado Driver's License as identification.

My Commission Expires:  
(seal)

10-18-18  
*Cecilia Prendergast*  
-Notary Public



Statement of Kevin B. Jordan  
-1-



**Exhibit "A"**

**LOT 577 OF WARD MAN HEIGHTS, UNIT NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGES 72 TO 79, BOTH INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**



**EXHIBIT B**

**Articles of Incorporation of First American Mortgage, Inc.**

*(See Attached)*

Please include a typed self-addressed envelope

MUST BE TYPED  
FILING FEE: \$60.00  
MUST SUBMIT TWO COPIES

Mail to: Secretary of State  
Corporations Section  
1560 Broadway, Suite 200  
Denver, CO 80202  
(303) 894-2251  
Fax (303) 894-2242

PRINTED CUSTOMER COPY  
VICTORIA BUCKLEY  
COLORADO SECRETARY OF STATE

19981198102 M

\$ 60.00

SECRETARY OF STATE

11-05-1998 14:18:59

RESTATED ARTICLES OF  
INCORPORATION WITH AMENDMENTS

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned corporation adopts the following amended and restated Articles of Incorporation. These articles correctly set forth the provisions of the Articles of Incorporation, as amended, and supersede the original Articles of Incorporation and all amendments thereto.

FIRST: The name of the corporation is First American Mortgage, Inc.

SECOND: The following amended and restated Articles of Incorporation were adopted in the manner marked with an "X" below:

       The amended and restated Articles of Incorporation were adopted by the board of directors where no shares have been issued, or no shareholder action required.

X  The amended and restated Articles of Incorporation were adopted by a vote of the shareholders. The number of shares voted for the amended and restated Articles of Incorporation was sufficient for approval.

       The amended and restated Articles of Incorporation were adopted by the incorporators where no shares have been issued or directors elected, or no shareholder action required.

THIRD: The name of the corporation as amended is First American Mortgage, Inc.

ATTACH A COPY OF YOUR AMENDED AND RESTATED ARTICLES OF  
INCORPORATION (Attached hereto as Exhibit A)

First American Mortgage, Inc.

Signature K. B. Jorde

Title President

**Exhibit A**

**Amended and Restated  
Articles of Incorporation  
of  
First American Mortgage, Inc.**

**ARTICLE I**

Name

The name of the Corporation is First American Mortgage, Inc.

**ARTICLE II**

Purpose and Powers

The purposes for which the Corporation is organized and its powers are as follows:

- a. to engage in all lawful business; and
- b. to have, enjoy, and exercise all of the rights, powers, and privileges conferred upon corporations incorporated pursuant to Colorado law, whether now or hereafter in effect, and whether or not herein specifically mentioned.

The foregoing enumeration of purposes and powers shall not limit or restrict in any manner the transaction of other business, the pursuit of other purposes, or the exercise of other and further rights and powers that may now or hereafter be permitted or provided by law.

**ARTICLE III**

Capital Stock

The Corporation shall have authority to issue 100,000 shares of one class of common stock, no par value. Preemptive rights are not granted to shareholders. Cumulative voting of shares of stock is not authorized.

**ARTICLE IV**

Offices

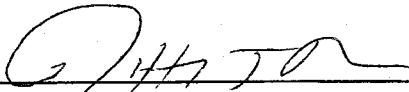
The street address of the registered office and the principal office of the Corporation is 1714 Topaz Dr., Suite 120, Loveland, Colorado 80537. The name of the registered agent of the Corporation at such address is Jeffrey T. Jordan. The written consent of the registered agent to the appointment as such is set forth below. The principal business address of the Corporation is 1714 Topaz Dr., Suite 120, Loveland, Colorado 80537.

**ARTICLE V**

Elimination of Liability

Personal liability of a director to the Corporation or to its shareholders for monetary damages for breach of fiduciary duty as a director shall be eliminated to the greatest extent possible as is now, or in the future, provided for by applicable law.

The undersigned consents to the appointment as the registered agent of First American Mortgage, Inc.

  
\_\_\_\_\_  
Jeffrey T. Jordan

Please include a typed self-addressed envelope

MUST BE TYPED  
MUST SUBMIT TWO COPIES

Mail to: Secretary of State  
Corporations Section  
1560 Broadway, Suite 200  
Denver, CO 80202  
(303) 894-2251  
Fax (303) 894-2242

For office use only

19981111198 C  
\$ 110.00  
SECRETARY OF STATE  
06-16-1998 12:03:54

**DPC 19951154754**  
APPLICATION FOR REINSTATEMENT

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned hereby executes the following:

FIRST: The name of the corporation at the time of dissolution X  
FIRST AMERICAN MORTGAGE, INC.

SECOND: New name under which the corporation is to be reinstated (applicable only if corporate name at time of dissolution is no longer available)

THIRD: The street address of its registered office and the name of its registered agent at such address is  
REGISTERED OFFICE: 1125 17TH ST. #2450, DENVER, CO 80202  
REGISTERED AGENT: KEVIN B. JORDAN

Signature of registered agent X *K. B. Jordan*

FOURTH: The corporation was administratively dissolved on 6-1-98

FIFTH: The grounds for dissolution either did not exist or have been eliminated.

SIXTH: All taxes, fees, or penalties imposed by the Colorado Business Corporation Act have been paid.

By X *Kevin B. Jordan*  
Its X PRESIDENT & TREASURER  
Title

Application for reinstatement must be accompanied by a completed corporate report and requisite fees.



Please include a typed self-addressed envelope.

MUST BE TYPED  
FILING FEE: \$50.00\*  
MUST SUBMIT TWO COPIES

MAIL TO:  
Secretary of State  
Corporations Section  
1560 Broadway, Suite 200  
Denver, CO 80202  
(303) 894-2251  
Fax (303) 894-2242

For Office Use Only

951146881 M \$50.00  
SECRETARY OF STATE  
12-01-95 12:43

FILED COPY

ARTICLES OF INCORPORATION

951154754 C \$50.00  
SECRETARY OF STATE  
12-17-95 10:38

Name First American Mortgage, Inc.

Principal Street Address 1714 Topaz Dr. Ste 120, Loveland, CO 80537

Cumulative voting shares of stock is authorized. Yes  No  (If "yes", state provisions on separate sheet of paper.)

If duration is less than perpetual, enter number of years perpetual

There are provisions limiting or denying to shareholders the preemptive right to acquire additional or treasury shares of the corporation. Yes  No

Stock information: (If additional space is needed, continue on a separate sheet of paper.)

Stock Class Common Authorized Shares 100,000 Par Value no par

Stock Class \_\_\_\_\_ Authorized Shares \_\_\_\_\_ Par Value \_\_\_\_\_

The name of the initial registered agent and the address of the registered office is: (Corporations use last name space)

Jordan Jeffrey T.  
Last Name First & Middle Name

1143 SE Second St. Loveland, CO 80538  
Street Address

See Below  
Signature of Registered Agent

If this article is to have a delayed effective date, please list when commencement of business is to begin \_\_\_\_\_

Incorporators: Names and addresses: (If more than two, continue on a separate sheet of paper.)

NAME ADDRESS  
Jeffrey T. Jordan 1143 SE Second St. Loveland, CO 80538

Bobbi A. Jordan 1143 SE Second St. Loveland, CO 80538

If the incorporator(s) is a natural person(s) then they must be 18 years or more. The undersigned, acting as incorporator(s) of a corporation under the Colorado Business Corporation Act, adopt the above Articles of Incorporation. The corporation is organized for any lawful purpose. A more specific purpose may be stated on a separate sheet of paper.

[Signature]  
Signature

[Signature]  
Signature

\*Fees are subject to change and should be confirmed before filing.

Please include a typed self-addressed envelope.  
**MUST BE TYPED**  
**FILING FEE: \$50.00\***  
**MUST SUBMIT TWO COPIES**

MAIL TO:  
Secretary of State  
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Denver, CO 80202  
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For Office Use Only

~~951146881 C \$50.00  
SECRETARY OF STATE  
12-01-95 12:43~~

ARTICLES OF INCORPORATION

~~951154754 C \$50.00  
SECRETARY OF STATE  
12-19-95 10:38~~

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Principal Street Address 1714 Topaz Dr. Ste 120, Loveland, CO 80537

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Stock information: (If additional space is needed, continue on a separate sheet of paper.)

Stock Class Common Authorized Shares 100,000 Par Value no par

Stock Class \_\_\_\_\_ Authorized Shares \_\_\_\_\_ Par Value \_\_\_\_\_

The name of the initial registered agent and the address of the registered office is: (Corporations use last name space)

Jordan

Last Name

Jeffrey T.

First & Middle Name

1143 SE Second St. Loveland, CO 80538

Street Address

See Below

Signature of Registered Agent

If this article is to have a delayed effective date, please list when commencement of business is to begin \_\_\_\_\_

Incorporators: Names and addresses: (If more than two, continue on a separate sheet of paper.)

NAME

ADDRESS

Jeffrey T. Jordan

1143 SE Second St. Loveland, CO 80538

Bobbi A. Jordan

1143 SE Second St. Loveland, CO 80538

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Signature

[Signature]

Signature

Bobbi A. Jordan

\*Fees are subject to change and should be confirmed before filing.

COMPUTER UPDATE COMPLETE



*Handwritten initials*

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**FIRST AMERICAN MORTGAGE, INC.**

is a **Corporation** formed or registered on 12/19/1995 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19951154754.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/06/2014 that have been posted, and by documents delivered to this office electronically through 11/07/2014 @ 12:12:13.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 11/07/2014 @ 12:12:13 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9005061.



A handwritten signature in black ink, appearing to read "Scott Gessler".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*



FROM First American Mortgage  
4704 Hurian St, #430  
Denver, CO

ZIP CODE 80212

ATTN DEBRA RUTH EP192-911

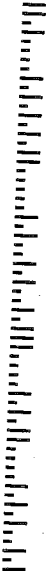
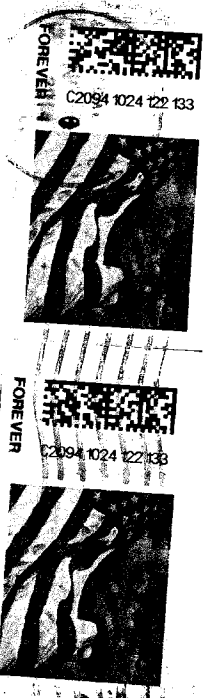
DATE

ASSESSMENT NUMBER

639051006-2

RECEIVED  
NOV 13 2014  
TREASURER-TAX COLLECTOR

RIVERSIDE COUNTY TREASURER  
P.O. BOX 12005  
RIVERSIDE, CA 92502-2205



2330598-JF



RECORD AND RETURN TO  
NORLARCO CREDIT UNION  
2545 RESEARCH BLVD PO BOX 528  
FORT COLLINS CO 80526  
Attn: DOCUMENTS

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.	
	1		17	17	1					
A	R	L				COPY	LONG	REFUND	NCHG	EXAM

Loan ID # W2115NCU

DEED OF TRUST



Assigned

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 February 10th, 2003, together with all Riders to this document.
- (B) "Borrower" is KRISTIN JARAMILLO

- (C) "Lender" is NORLARCO CREDIT UNION

Lender is a FINANCIAL INSTITUTION  
laws of COLORADO  
BLVD PO BOX 528, FORT COLLINS CO 80526  
beneficiary under this Security Instrument.

organized and existing under the  
Lender's address is 2545 RESEARCH  
Lender is the

- (D) "Trustee" is NEW CENTURY TITLE COMPANY of RIVERSIDE

- (E) "Note" means the promissory note signed by Borrower and dated February 10th, 2003. The Note states that Borrower owes Lender One Hundred Forty Four Thousand Five Hundred and no/100- - Dollars (U.S. \$ 144,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1st, 2003

- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "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.

- (H) "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
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify] CONSTRUCTION RIDER

- (I) "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.

CALIFORNIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
CA1CM1 - 10112000

Initials: KA  
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(J) "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.

(K) "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.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "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.

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

(O) "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.

(P) "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.

(Q) "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


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

LOTS 577 ~~AND 578~~ OF WARD MAN HEIGHTS, UNIT NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGES 72 TO 79, BOTH INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

which currently has the address of LOT 577 MB 030/072 WARDMAN HEIGHTS UNIT 2, [Street] California 92240 ("Property Address"): [Zip Code]

DESERT HOT SPRINGS [City]

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT CA1CM2 - 10112000

Initials:   
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02/19/2003 08:00A  
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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 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

Initials: WJ  
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CALIFORNIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
CA1CM3 - 10112000



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02/19/2003 08:08A  
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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.

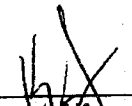
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**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.

CALIFORNIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
CA1CM4 - 10112000

Initials:   
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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

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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.

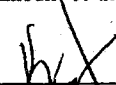
11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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

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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

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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.

Witnesses:

\_\_\_\_\_ Kristin Jaramillo (Seal)  
 KRISTIN JARAMILLO -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

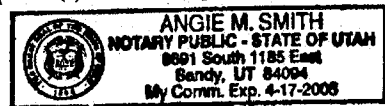
\_\_\_\_\_ (Seal)  
 -Borrower

State of ~~California~~ Utah )  
 ) ss.  
 County of ~~Orange~~ Salt Lake )

On February 10th, 2003 before me, Angie M. Smith personally  
 appeared KRISTIN JARAMILLO

personally known to me (or provided 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 entities upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
 My Commission Expires: 4-17-05



Angie M. Smith (Seal)  
 Notary Public

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### SECOND HOME RIDER

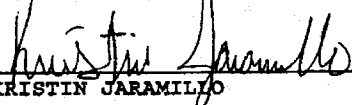
THIS SECOND HOME RIDER is made this 10th day of February, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, RECORDED CONCURRENTLY HEREWITH, and given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to NORLARCO CREDIT UNION (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

LOT 577 MB 030/072 WARDMAN HEIGHTS UNIT 2, DESERT HOT SPRINGS, CALIFORNIA 92240  
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

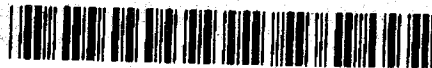
- 6. **Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.
- 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 second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

 KRISTIN JARAMILLO	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower

MULTISTATE SECOND HOME RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Amended for California  
CA1GG1 - 12192000

Form 3890 1/01  
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# CONSTRUCTION RIDER TO SECURITY INSTRUMENT

**THIS MORTGAGE, DEED OF TRUST OR SECURITY DEED IS A "CONSTRUCTION MORTGAGE, DEED OF TRUST OR SECURITY DEED."**

This Construction Rider to Security Instrument (the "Security Instrument Rider") is made this 10th day of February, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of even date given by the undersigned (the "Borrower") to NORLARCO CREDIT UNION

(the "Lender"), to secure the Note of even date executed by and between Borrower and Lender, which Security Instrument covers the property therein and located at:  
**LOTS 577 AND 578 OF WARD MAN HEIGHTS, UNIT NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGES 72 TO 79, BOTH INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

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

**THIS SECURITY INSTRUMENT SECURES FUTURE ADVANCES.** Borrower has entered into a Construction Loan Agreement with Lender under the terms of which Lender may continue to provide and Borrower may obtain, from time to time, advances not to exceed at any time a **MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)** of **One Hundred Forty Four Thousand Five Hundred - - - - - Dollars (U.S. \$ 144,500.00 )**.

Borrower agrees to pay, or cause to be paid and discharged, on or before the last day on which they may be paid without penalty or interest, all such duties, taxes, sewer rents, charges for water, or for setting or repairing meters, and all other utilities in the Improvements or on the Property or any part thereof, and any assessments and payments, usual or unusual, extraordinary or ordinary, which shall be imposed upon or become due and payable or become a lien upon the Property or any part thereof and the sidewalks or streets in front thereof and any vaults therein by virtue of any present or future law of the United States or the State, County or City wherein the Property is located (all of the foregoing being herein collectively called "Impositions"). Borrower shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender. If any action or proceeding affecting the Property of any part thereof shall be commenced, to which action or proceeding the Lender is made a party or in which the right to use the Property or any part thereof is threatened or in which, in the opinion of the Lender, it becomes necessary to defend or uphold the lien of this Security Instrument, all sums paid by the Lender in connection therewith, including reasonable attorneys' fees, shall be paid by the Borrower, together with interest thereon at the rate stated in the Note or Construction Rider to Note executed on even date herewith, unless a lesser rate of interest is specified by state law, then at the lesser rate and as extended, amended and renewed from time to time, and any such sum and the interest thereon shall be a lien on the Property, prior to any right or title to, interest in, or claim upon the Property, attaching or accruing subsequent or otherwise subordinate to the lien of this Security Instrument and shall be deemed to be secured by this Security Instrument.

Borrower shall pay and promptly discharge, at Borrower's cost and expense, all liens, encumbrances and charges upon the subject Property or any part thereof or interest therein. Borrower shall have the right to contest in good faith the validity of any such lien, encumbrances or charge, provided Borrower shall first deposit with Lender a bond or other security satisfactory to Lender in such amounts as Lender shall reasonably require, but not more than one and one-half (150%) of the amount of such claim, and provided further that Borrower shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged.



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Borrower will not create, assume, or suffer to exist in respect of the subject Property, or any part thereof, any security instrument held by a party other than the Lender unless the Borrower, prior to the time such security instrument becomes a lien on the Property or any part thereof, shall have delivered to Lender an executed copy of such security instrument which shall provide that such security instrument is junior in lien and subordinate to the lien of the Security Instrument for the full amount of the Note and any other sums secured hereby.

Borrower, for itself and for all future owners of the subject Property, agrees that the Security Instrument and this Construction Rider to Security Instrument may be modified, varied, extended, renewed or reinstated at any time by agreement between the holder of the Security Instrument and the Borrower or its successor in interest on the subject Property, without notice to, or the consent of, any subordinate lienor, and any such modification, variance, extension, renewal or reinstatement shall be binding upon such subordinate lienor with the same force and effect as if said subordinate lienor had affirmatively consented thereto. This clause shall be self-operative, and no further instrument of subordination shall be required from any subordinate lienor.

If the Borrower fails to make any payment or to do any act as and in the manner provided for in the Security Instrument, the Note, or the Construction Loan Agreement, the Lender, in its sole discretion, without obligation to do so and without notice to or demand upon Borrower and without releasing Borrower from any obligation, may make or do the same in such manner and to such extent as the Lender may deem necessary to protect the security hereof.

Borrower agrees to pay upon demand all expenses incurred or paid by the Lender (including, but not limited to, attorneys' fees and court costs) incurred in the exercise of any of the aforesaid rights or privileges or on account of any litigation which may arise in connection with this Security Instrument or the Note on or account of any attempt, without litigation, to enforce the terms of the Security Instrument, the Note or the other Loan documents. In the event the Property or any part thereof shall be advertised for foreclosure sale and same is not sold, Borrower shall pay all costs in connection therewith.

In the event that the Lender is called upon to pay any sums of money to protect the Security Instrument and the Note secured thereby, all monies advanced or due thereunder shall become immediately due and payable, together with interest at the rate stated in the Note or Construction Rider to Note executed on even date herewith, and as extended, amended and renewed from time to time, computed from the date of such advance to the date of the actual receipt of payment by the Lender.

Borrower hereby grants to Lender a security interest in the Personal Property located on or at the Property, including without limitation any and all property of similar type or kind hereafter located on or at the Property for the purpose of securing all obligations of Borrower set forth in the Security Instrument.

If the lien of the Security Instrument is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the subject Property, the unsecured portion of the debt shall be completely paid prior to the payment of the secured debt, and all payments made on the debt, whether voluntary or otherwise, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Construction Rider to Security Instrument.

Witnesses:

Kristin Jaramillo (Seal) \_\_\_\_\_ (Seal)  
KRISTIN JARAMILLO -Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower





Loan ID # W2115NCU

ACKNOWLEDGMENT

STATE OF ~~OREGON~~ Utah )  
 )  
COUNTY OF ~~CLATSOP~~ Salt Lake ) ss.  
 )

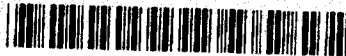
The foregoing instrument was acknowledged before me this 10th day of February, 2003  
by KRISTIN JARAMILLO

Witness my hand and official seal.

My Commission Expires: 4-17-05



*Angie M. Smith*  
\_\_\_\_\_  
Notary Public



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Public Record

**DISBURSER'S NOTICE**

Legal: LOTS 577 ~~1/5/78~~ OF WARD MAN HEIGHTS, UNIT NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGES 72 TO 79, BOTH INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Also known as: LOT 577 MB 030/072 WARDMAN HEIGHTS UNIT 2  
DESERT HOT SPRINGS, CALIFORNIA 92240

1. ✓ Owner's name and address is as follows:  
KRISTIN JARAMILLO

13597 SIMPLICITY PLACE  
RIVERTON, UTAH, 84065

2. Principal Contractor's name and address is as follows:

Telephone Number:

3. Disburser for the property is:

✓ Construction Disbursement Services, Inc.  
4704 Harlan Street #430  
Denver, CO 80212  
303-455-2211 phone  
888-292-4488 toll free  
303-455-2224 fax



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