

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 8/12/15

Departmental Concurrence

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

309 A



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

**SUBMITTAL DATE:**  
**AUG 12 2015**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 185, Item 354. Last assessed to: Letty M. Rising, an unmarried woman. District 3 [\$157,137] Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:  
 1. Approve the claim from Nationstar Mortgage, LLC for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 954102023-8;  
 (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 16, 2010 public auction sale. The deed conveying title to the purchasers at the auction was recorded April 26, 2010. 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 3, 2010, 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	\$ 157,137	\$ 0	\$ 157,137	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Fund 65595 Excess Proceeds from Tax Sale				<b>Budget Adjustment:</b> N/A	
				<b>For Fiscal Year:</b> 15/16	

**C.E.O. RECOMMENDATION:**  
**APPROVE**  
 BY: *Samuel Wong 9/16/15*  
 County Executive Office Signature **Samuel Wong**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley  
 Nays: None  
 Absent: Washington  
 Date: September 22, 2015  
 xc: Treasurer

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

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: | District: 3 | Agenda Number:

9-8

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 185, Item 354. Last assessed to: Letty M. Rising, an unmarried woman. District 3 [\$157,137] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** AUG 12 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim from Global Discoveries, Ltd., assignee for Letty M. Rising;
3. Authorize and direct the Auditor-Controller to issue a warrant to Nationstar Mortgage, LLC in the amount of \$157,137.74, 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 two claims for excess proceeds:

1. Claim from Nationstar Mortgage, LLC based on Deed of Trust recorded August 29, 2003 as Instrument No. 2003-671958 and an Assignment of Deed of Trust dated September 19, 2013.
2. Claim from Global Discoveries, Ltd., assignee for Letty M. Rising based on an Assignment of Right to Collect Excess Proceeds dated June 25, 2010 and a Grant Deed recorded on August 29, 2003 as Instrument No. 2003-671957.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Nationstar Mortgage, LLC be awarded excess proceeds in the amount of \$157,137.74. Since the amount claimed by Nationstar Mortgage, LLC exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from Global Discoveries, Ltd, assignee for Letty M. Rising. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants 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 the Excess Proceeds Claim forms and supporting documentation are attached.



# Peckar & Abramson RECEIVED

A Professional Corporation • Attorneys & Counselors at Law

✓ 2011 APR -6 PM 4: 00

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

1875 Century Park East  
Suite 550  
Los Angeles, CA 90067  
tel. 310.228.1075  
fax 310.228.1076

## Via Certified Mail

April 4, 2011

Don Kent, Treasurer-Tax Collector  
Attn: Tax Enforcement Unit  
P.O. Box 12005  
Riverside, CA 92502-2205

San Francisco

Orange County

New York

New Jersey

Miami

Fort Lauderdale

Orlando

Washington. D.C.

Chicago

London

**RE: Letty Rising - Tax Sale of Property at 31147 Calle Aragon,  
Temecula, CA 92592 - APN No.: 9541-02-0238**

Dear Mr. Kent:

This law firm represents Bank of America in an effort to recover excess tax proceeds from the sale of the above property. To help facilitate the recovery of these funds, I am hereby providing:

1. A completed "Claim for Excess Proceeds from the Sale of Tax-Defaulted Property" which contains original signature(s) by an authorized representative of Bank of America;
2. Authorization for Agent to Collect Excess Process (which contains original signatures); and
3. Deed of Trust; Arbitration Rider; Planned Unit Development Rider; Note and MERS Online printout which establishes BofA as the new servicer of the loan, having taken over for Accredited Home Lenders, Inc. (hence authorized to receive excess tax proceeds).

Please return the excess tax funds to this office as soon as possible. I have enclosed a self-addressed stamped envelope for your convenience. Should you have questions, please do not hesitate to call me (310/228-1075, x 4605).

Thank you for your assistance with this matter.

Very truly yours,

James L. Ferro

JLF/emg/eac  
Enclosures

www.pecklaw.com

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

To: Don Kent, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 185 Item 354 Assessment No.: 954102023-8

Assessee: RISING, LETTY M

Situs: 31147 CALLE ARAGON TEMECULA

Date Sold: March 16, 2010

Date Deed to Purchaser Recorded: April 26, 2010

Final Date to Submit Claim: April 26, 2011 ✓

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$157,137.76 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. 2003-671958; recorded on 08/29/2003. A copy of this document is attached hereto. 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.

Deed of Trust - Doc # 2003-671958 - Dated 08/29/2003  
MERS min Summary - Investor - Deutsche  
BANK NATIONAL Trust Co. as Trustee

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 31 day of MARCH, 2011 at Los Angeles, California  
County, State

Signature of Claimant

Bank of America  
c/o Peckar & Abramson, P.C.  
Print Name

1875 Century Park East, Ste. 550  
Street Address

Los Angeles, CA 90067  
City, State, Zip

(310) 228-1075  
Phone Number

Michael Bentley  
Signature of Claimant

BANK of America - Michael Bentley  
BAC Tax Services Corp. UP Tax Sale  
Print Name Recovery

177 Holston Drive - MS: CAO 911-01-03  
Street Address

Lancaster CA 93536  
City, State, Zip

(661) 951-5162  
Phone Number

**ACKNOWLEDGMENT**

State of California  
County of Los Angeles

On March 31, 2011 before me, Rhonda Pierre Notary Public  
(insert name and title of the officer)

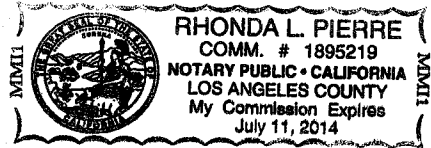
personally appeared Michael Bentley  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature Rhonda Pierre

(Seal)



AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make James Ferro my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 954602-0234 sold at public auction on March 16, 2010. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$157,132.76 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Bank of America/Michael Bentley MICHAEL BENTLEY C/o Bank of America  
(Signature of Party of Interest) (Name Printed)

177 HOLSTON DR  
(Address)

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )ss.

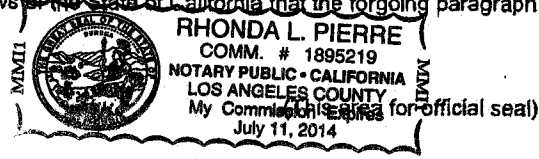
LANCASTER CA 93536  
(City/State/Zip)

(661) 951-5162  
(Area Code/Telephone Number)

On April 1st 2011, before me, Rhonda Pierre Hobry Public, personally appeared Michael Bentley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.  
Rhonda Pierre  
(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

James L. Ferro  
(Signature of Agent)

James L. Ferro  
(Name Printed)

1875 Century Park East, Suite 550  
(Address)

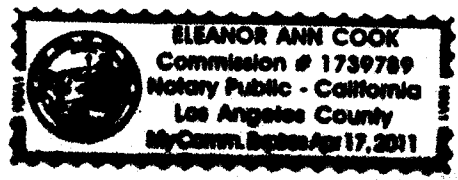
STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )ss.

Los Angeles, CA 90067  
(City/State/Zip)

On 4/4/2011, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES L. FERRO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Eleanor Ann Cook  
(Signature of Notary) (see attached form)

(This area for official seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

On 4/4/2011 before me, Eleanor Ann Cook, Notary Public  
Date Here Insert Name and Title of the Officer

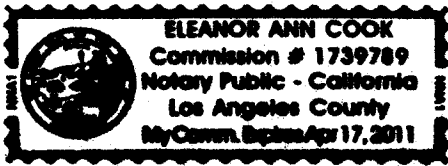
personally appeared James L. Ferro  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Eleanor Ann Cook  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Authorization For Agent to Collect Excess Proceeds

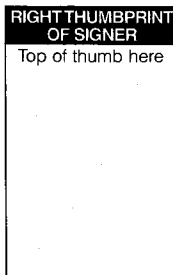
Document Date: \_\_\_\_\_ Number of Pages: 1

Signer(s) Other Than Named Above: Michael Bentley

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: James L. Ferro

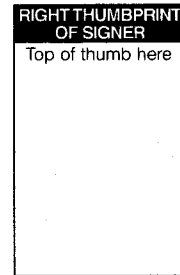
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

49890695

**ORANGE COAST TITLE CO.**

Recording Requested By:  
Accredited Home Lenders, Inc.  
A California Corporation

Return To:  
Accredited Home Lenders, Inc.,  
A California Corporation  
15030 Avenue of Science, Suite 100  
San Diego, CA 92128

**DOC # 2003-671958**

08/29/2003 08:00A Fee:75.00

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Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder



Prepared By:  
Accredited Home Lenders, Inc.  
A California Corporation  
15030 Avenue of Science #100  
San Diego CA 92128

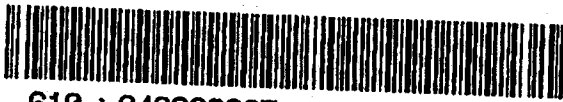
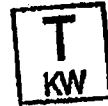
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[Space Above This Line is for Recording Agency]

**DEED OF TRUST**

MIN100176103081888610

75



610 049890695 D2 001 003

R-230330-2

**DEFINITIONS**

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

- (A) "Security Instrument" means this document, which is dated August 26, 2003 together with all Riders to this document.
- (B) "Borrower" is LETTY M. RISING, AN UNMARRIED WOMAN

Borrower's address is 30660 MILKY WAY DRIVE W178  
TEMECULA, CA 92592 . Borrower is the trustor under this Security Instrument.

(C) "Lender" is Accredited Home Lenders, Inc.

Lender is a Corporation  
organized and existing under the laws of State of: California

0308188861

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3005 1/01

2003 -6A(CA) (0207)

Page 1 of 15

Initials: *LMK*

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is 15030 Avenue of Science #100  
San Diego, CA 92128

(D) "Trustee" is ORANGE COAST TITLE COMPANY

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns MERS as the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated August 26, 2003

The Note states that Borrower owes Lender two hundred seven thousand nine hundred twenty and 00/100 Dollars  
(U.S. \$207,920.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than September 1, 2033

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

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Arbitration Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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



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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

County

of

RIVERSIDE

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Legal Description Addendum Page Attached

Parcel ID Number: 954-102-023-8

✓ 31147 CALLE ARAGON

TEMECULA

("Property Address"):

which currently has the address of

[Street]

[City], California 92592

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

UMP - 6A(CA) (0207)

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Initials: *JMK*

0308188861

Form 3005 1/01



2003-671958  
08/23/2003 08:00A  
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of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

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

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

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be



in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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



lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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



the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable



attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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



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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender





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

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

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

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

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

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



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

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

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

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

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

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

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

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA



requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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



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

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

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

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

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

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

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



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

Witnesses:

\_\_\_\_\_  
*LETTY M. RISING* (Seal)  
LETTY M. RISING -Borrower

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

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

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

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(Seal)  
-Borrower

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

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

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

0308188861



State of California  
County of *Riverside*

On *8/26/03*

before me, *Valerie Barker* } ss.

personally appeared

LETTY M. RISING

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

WITNESS my hand and official seal.



*Valerie Barker* (Seal)





GARY L. ORSO  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(909) 486-7000

<http://riverside.asclerk.com>

## NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: VALERIE BARKER

Commission #: 1293563

Place of Execution: RIVERSIDE, CA

Date Commission Expires: FEBRUARY 9, 2005

Date: 8-27-03

Signature: 

MONIQUE FEMATT



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## Legal Description Addendum

Borrowers:LETTY M. RISING

Loan #:0308188861

Property Address:31147 CALLE ARAGON  
TEMECULA, CA 92592

### Legal Description

LOT 25 OF TRACT NO. 21672-2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
AS PER MAP FILED IN BOOK 183, PAGE(S) 78 THROUGH 82, INCLUSIVE, OF MAPS,  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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Loan # 0308188861



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ARBITRATION RIDER

THIS ARBITRATION RIDER is made this 26th day of August, 2003, and is incorporated into shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (t "Security Instrument") of the same date given by the undersigned (the "Borrower") to se Borrower's Note or Adjustable Rate Note (the "note") to

Accredited Home Lenders, Inc.  
A California Corporation

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

31147 CALLE ARAGON  
TEMECULA, CA 92592

[Property Address]

This Arbitration Rider is signed as part of your Agreement with Lender or any assignee Lender and is made a part of that Agreement. By signing this Arbitration Rider, you ag that either Lender or any assignee of Lender or you may request that any claim, dispute controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third party claims, arising from or relating to this Agreement or the relationships which result from this Agreement, inclu the validity or enforceability of this arbitration clause, any part thereof or the enti Agreement ("Claim"), shall be resolved, upon the election of Lender, any assignee of Le or you, by binding arbitration pursuant to this arbitration provision and the applicab rules or procedures of the arbitration administrator selected at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select of the following three arbitration administrators: the National Arbitration Forum ("NA the American Arbitration Association ("AAA") or JAMS ("JAMS"). The arbitrator shall be lawyer with more than ten years experience or a retired or former judge. The arbitrat shall be independent of and unrelated to you or Lender or any assignee of Lender. The and forms of the NAF, AAA and JAMS may be obtained by writing to or calling these organizations at the addresses and/or telephone numbers listed below. Our address for service of process under this provision is the Lender's address as stated in page one o Agreement or the address of any assignee of Lender.

Any participatory arbitration hearing that you attend will take place in the city neare your residence where a federal district court is located or at such other location as a by the parties.

If Lender or any assignee of Lender files a Claim, Lender or any assignee of Lender sha pay all filing costs. If you file a Claim, filing costs and administrative fees, (othe than hearing fees) shall be paid as follows: (a) you agree to pay for the initial cost filing the Claim up to the maximum amount of \$100.00; (b) at your request or if require the arbitration administrator's rules, we will pay for filing costs over \$100.00 and fo administrative fees charged by the arbitration administrator on any Claim submitted by up to a maximum of the amount of the filing fees that would be charged by the arbitrat administrator for a Claim equal to your loan amount; and (c) all filing costs and/or administrative fees in excess of the amount of the filing fees that would be charged by arbitration administrator for a Claim equal to your loan amount shall be paid by you. T cost of up to one full day of arbitration hearings will be shared equally between the parties. Fees for hearings that exceed one day will be paid by the requesting party. T parties shall each bear the expense of their respective attorney's fees, except as othe



This Arbitration Rider is made pursuant to a transaction involving interstate commerce. shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The arbitrator shall apply applicable substantive law consistent with the FAA, including laws concerning reception, rejection and consideration of evidence, and shall, at the request of any party, provide written reasoned findings of fact and conclusions of law. The arbitrators award shall not be subject to appeal except as permitted by the FAA. The parties agree that the award shall be kept confidential. Judgment upon the award may be entered in any court having jurisdiction. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding.

The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent as could be imposed by a judge pursuant to the Federal Rules of Civil Procedure.

This Arbitration Rider shall survive repayment of your loan and/or termination of the Agreement. If any portion of this Arbitration Rider is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Rider of the Agreement. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this Arbitration Rider, this Arbitration Rider shall govern. No class actions or joinder or consolidation of any Claim with the claim of any other person are permitted in arbitration without the written consent of the parties.

No provision of, nor the exercise of any rights under this Arbitration Rider shall limit the right of any party during the pendency of any Claim, to seek and use ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting or foreclosing upon any property involved in any Claim or subject the loan documents. The use of the courts shall not constitute a waiver of the right of any party, including the plaintiff, to submit any Claim to arbitration nor render inapplicable the compulsory arbitration provisions contained in this Arbitration Rider.

THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY. YOU ALSO ACKNOWLEDGE THAT YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE CLAIMANT OR MEMBER OF ANY CLASS ACTION PERTAINING TO ANY CLAIM THAT IS SUBJECT TO ARBITRATION, IF SUCH CLASS ACTION IS PENDING ON THE DATE OF THIS ARBITRATION RIDER, EXCEPT THAT THIS ARBITRATION RIDER WILL NOT PRECLUDE YOUR PARTICIPATION IN A CLASS WHICH HAS ALREADY BEEN CERTIFIED BY A COURT OF COMPETENT JURISDICTION ON OR BEFORE THE DATE OF THIS ARBITRATION RIDER.

National Arbitration Forum American Arbitration Association A.M.S./Endispute  
P.O. Box 50191 1150 Connecticut Ave, NW, 6th 45 Broadway  
Minneapolis, MN 55405 Floor Washington, DC 20036-4140 New York, NY 10005

www.arb-forum.org  
Code of Procedure

www.adr.org  
Arbitration Rules for Consumer  
Related Disputes (Claims  
under \$10,000).  
Arbitration Rules  
(all other claims).

www.jamsadr.com  
Financial Services  
Arbitration Rules and  
Commercial Procedures.

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Loan # 0308188861



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LET M Lj 8/26/03  
Borrower Date  
LETTY M. RISING

\_\_\_\_\_  
Borrower Date

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Borrower Date

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Page 3 of 3

Loan # 0308188861



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## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **26th** day of **August, 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, given by the undersigned (the "Borrower") to secure Borrower's Note to **Accredited Home Lenders, Inc., A California Corporation**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
**31147 CALLE ARAGON  
TEMECULA, CA 92592**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the **Security Instrument and any declaration of covenants, conditions, and restrictions**

(the "Declaration"). The Property is a part of a planned unit development known as **VILLAGE GROVE**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 1/01

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Initials: *JMR*

VMP-7R (0008)

VMP MORTGAGE FORMS - (800)521-7291



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*B*

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



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

LETTY M. RISING <sup>*L.M.R.*</sup> (Seal)  
-Borrower

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

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

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Form 3150 1/01



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**NOTE**

August 22, 2003  
Date

TEMECULA  
City  
31147 CALLE ARAGON  
TEMECULA, CA 92592  
Property Address

CA  
State

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

In return for a loan that I have received, I promise to pay U.S. \$38,985.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is Accredited Home Lenders, Inc. A California Corporation

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 will be called the "Note Holder."

**2. INTEREST**

I will pay interest at a yearly rate of 8.950 %.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

**3. PAYMENTS**

I will pay principal and interest by making payments each month of U.S. \$ 312.29

I will make my payments on the 1st day of each month beginning on October 1

2003. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on September 1, 2018

I still owe amounts under this Note, I will pay all those amounts, in full, on that date (see Balloon Rider attached hereto).

I will make my monthly payments at P.O. Box 502480 San Diego, CA 92150-2480

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

**4. 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 of my monthly payments by the end of 10 calendar days after the date it is due, I will promptly pay a late charge to the Note Holder. The amount of the charge will be 6 % of my overdue payment, but not less than U.S. \$10.00 and not more than

U.S. \$ \$18.74. I will pay this late charge only once on any late payment.

**(B) Notice from Note Holder**

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

**(C) Default**

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, 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.

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.

**(D) 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 for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**5. THIS NOTE SECURED BY A DEED OF TRUST**

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated the same day 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 Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts that 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 Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

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

**6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE - See Prepayment Charge Rider, attached hereto.**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

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CALIFORNIA - SECOND MORTGAGE - 6/84 - FNMA/FHLMC UNIFORM INSTRUMENT

I may make a full prepayment or a partial prepayment without paying any penalty. 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 delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

**7. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

**8. GIVING OF NOTICES**

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me 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 certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

**9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us 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. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

**NOTICE TO BORROWER**

Do not sign this Note if it contains blank spaces.  
All spaces should be completed before you sign.

*LETTY M RISING*  
LETTY M RISING

(Seal)  
-Borrower

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

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

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

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

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

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

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

*(Sign Original Only)*



NOTICE TO BORROWER: IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN IT COMES DUE, YOU MAY HAVE TO OBTAIN A NEW LOAN AGAINST YOUR PROPERTY TO MAKE THE BALLOON PAYMENT. IN THAT CASE, YOU MAY AGAIN HAVE TO PAY COMMISSIONS, FEES, AND EXPENSES FOR THE ARRANGING OF THE NEW LOAN. IN ADDITION, IF YOU ARE UNABLE TO MAKE THE MONTHLY PAYMENTS OR THE BALLOON PAYMENT, YOU MAY LOSE THE PROPERTY AND ALL OF YOUR EQUITY THROUGH FORECLOSURE. KEEP THIS IN MIND IN DECIDING UPON THE AMOUNT AND TERMS OF THIS LOAN.

**BALLOON RIDER TO NOTE**

THIS BALLOON RIDER is made this 22nd day of August, 2003 and is incorporated into and shall be deemed to amend and supplement the Note of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Accredited Home Lenders, Inc., A California Corporation

(the "Lender") of the same date and covering the property described in the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") and located at:

31147 CALLE ARAGON, TEMECULA, CA 92592

[Property Address]

This loan is payable in full at the end of 15 year(s). You must repay the entire principal balance of the loan and the unpaid interest then due. The lender is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher or lower than the interest rate on this loan. If you refinance this loan at maturity, you may have to pay some or all closing costs normally associated with a new loan, even if you obtain refinancing from the same lender.

Witness The Hand(s) and Seal(s) Of The Undersigned

<p><u>Letty M Rising</u> (Seal) LETTY M RISING Borrower</p>	<p>_____ (Seal) Borrower</p>
<p>_____ (Seal) Borrower</p>	<p>_____ (Seal) Borrower</p>
<p>_____ (Seal) Borrower</p>	<p>_____ (Seal) Borrower</p>
<p>_____ (Seal) Borrower</p>	<p>_____ (Seal) Borrower</p>

4301.uff RISING

MIN# 100176103081888909

0308188890

*[Faint, illegible stamp or signature]*

**PREPAYMENT CHARGE RIDER TO NOTE**

THIS PREPAYMENT CHARGE RIDER TO NOTE is made this 22nd day of August, 2003, and is incorporated into and shall be deemed to amend and supplement the Note or Adjustable Rate Note, as applicable (the "Note"), of the same date given by the undersigned Borrower(s) to Accredited Home Lenders, Inc., A California Corporation.

**NOTICE TO THE BORROWER**

**DO NOT SIGN THIS PREPAYMENT CHARGE RIDER TO NOTE BEFORE YOU READ IT. THIS PREPAYMENT CHARGE RIDER TO NOTE PROVIDES FOR THE PAYMENT OF A PENALTY IF YOU WISH TO REPAY THE NOTE PRIOR TO THE DATE PROVIDED FOR REPAYMENT IN THE NOTE.**

The provisions of this Prepayment Charge Rider to Note are authorized by applicable state law or the federal Alternative Mortgage Transaction Parity Act of 1982, 12 U.S.C. §§ 3801 et seq.

**PREPAYMENT CHARGE**

I/we may make a full prepayment or partial prepayments. However, if the aggregate amount of the prepayment(s) made during any twelve (12) month period within Thirty-six(36) months of the date of the Note exceeds twenty percent (20%) of the original principal amount of the Note, then as consideration for the acceptance of such prepayment(s), I/we agree to pay the holder of the Note a sum equal to six (6) months' interest on the amount by which such prepayment(s) exceed twenty percent (20%) of the original principal amount of the Note. Any prepayments made after said initial Thirty-six (36) month period shall not be subject to any prepayment charge.

<u>                    </u> Borrower LETTY M RISING	<u>                    </u> Date 8/25/03	<u>                    </u> Borrower	<u>                    </u> Date
<u>                    </u> Borrower	<u>                    </u> Date	<u>                    </u> Borrower	<u>                    </u> Date
<u>                    </u> Borrower	<u>                    </u> Date	<u>                    </u> Borrower	<u>                    </u> Date
<u>                    </u> Borrower	<u>                    </u> Date	<u>                    </u> Borrower	<u>                    </u> Date

Standard - 5 yrs  
CA 1st & 2nd - 5 yrs  
HI 1st & 2nd - 5 yrs  
KS 1st & 2nd - 5 yrs  
MIN # 100176103081888909  
AHL PPR-STD.UFF

RISING  
Page 1 of 1

Loan # 0308188890

# BAC Tax Services Corporation

177 Holston Drive

MS: CA0-911-01-03

Lancaster, CA 93536



**Process Loans, Not Paperwork™**

www.mersonline.org

1000157

MIN SUMMARY

## Summary

1001761-0308188861-0		Active (Registered)
31147 CALLE ARAGON		MOM
TEMECULA, CA 92592		First Lien
Reg Date	09/03/2003	
County	Riverside	
Primary Borrower	RISING, LETTY	
Note Amount	\$207,920.00	Note Date 08/26/2003 ✓ 3
Servicer	<u>1000223</u> - Ocwen Loan Servicing, LLC	
Investor	<u>1001425</u> - Deutsche Bank National Trust Company as Trustee ✓	
Subservicer	N/A	
Originating Organization	N/A	
Property Preservation Co.	N/A	

**Member Summary for Org ID 1001425**

Name: Deutsche Bank National Trust Company as Trustee  
Address: 1761 East St Andrew Place  
City,State,Zip: Santa Ana, CA 92705  
Phone: (714) 247-6000  
Fax: (714) 247-6009  
Toll Free:  
URL: <http://www-apps.gis.deutsche-bank.com/invr>  
Lines of Business: Investor  
Trustee  
Asynchronous eRegistry Participant: No  
Synchronous eRegistry Participant: No  
Operational Contact(s): N/A

INVESTOR #: 7003871 INVESTOR NAME: DEUTSCHE BK(CDC MCT-04-HE1)GP2

ADDRESS: 1761 E ST ANDREW PL

EFFECTIVE DATE:

CITY, ST, ZIP: SANTA ANA, CA 92705

TELEPHONE:

7142476273

CONTACT:

MICHAEL BOYLE

ANNUAL REPORTS REQUIRED

(I=INVESTOR FORM C=COUNTRYWIDE)

ASSUMPTIONS ALLOWED (Y/N) \_

APPROVAL REQUIRED (Y/N) \_

ASSUMPTION FEES:

NAME THE FEE \$

NAME THE FEE \$

MONTHLY REPORTS REQUIRED

PAYOFFS PREPAYMENT PENALTY (Y/N)

PROPERTY INSPECTION REQUIRED (Y/N)

FREQUENCY OF INSPECTION: 00 MONTH(S)

WILL INVESTOR ALLOW PMI WAIVER (Y/N)

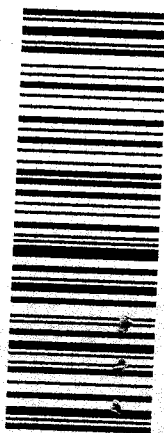
OWNER OCCUP. REQUIRED (Y/N) \_ # MOS. 00

COMMENTS:

F3 = EXIT

F12 = BYPASS

**CERTIFIED MAIL™**



7006 0810 0004 9219 7822

**CERTIFIED MAIL**  
Return Receipt Requested

**Peckar & Abramson**

A Professional Corporation • Attorneys & Counselors at Law

1875 Century Park East  
Suite 550  
Los Angeles, CA 90067

To: Don Kent, Treasurer-Tax Collector  
Attn: Tax Enforcement Unit  
P.O. Box 12005  
Riverside, CA 92502-2205

USPS  
\$7.00  
US POSTAGE  
FIRST-CLASS  
062S0007529236  
90061  
B99140.03

TREASURER-TAX COLLECTOR  
APR 03 2011  
**RECEIVED**

**From:** Potenciano, Adrian [<mailto:APotenciano@co.riverside.ca.us>]  
**Sent:** Thursday, July 26, 2012 4:19 PM  
**To:** Ferro, James L.  
**Subject:** EP185 #354 Assessment # 954102023-8 Client: Bank of America

Hello Mr. Ferro,

I am currently working on a claim you have submitted to collect excess proceeds on behalf of Bank of America. In reviewing the file, I am requesting some additional documentation:

- An updated Statements of Monies, due and payable, through the sale date of March 16, 2010
- I also need to see the connection between Accredited Home Lenders, Inc. & Deutsche Bank National Trust Company & Bank of America

Please provide the documentation no later than August 27, 2012.

Regards,

Adrian Potenciano  
County of Riverside  
Treasurer-Tax Collector  
(951) 955-3842  
Hrs: Mon- Thurs 8:00-5:00pm



# Peckar & Abramson

A Professional Corporation • Attorneys & Counselors at Law

1875 Century Park East  
Suite 550  
Los Angeles, CA 90067  
tel 310.228.1075  
fax 310.228.1076

## VIA FEDERAL EXPRESS

August 15, 2012

RECEIVED  
2012 AUG 16 PM 5:00  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

San Francisco

Orange County

New York

New Jersey

Miami

Fort Lauderdale

Chicago

Washington, D.C.

London

www.pecklaw.com

Adrian Potenciano  
c/o Don Kent, Treasurer-Tax Collector  
County of Riverside  
Attn: Tax Enforcement Unit  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

**RE: Letty Rising - Tax Sale of Property**  
**31147 Calle Aragon, Temecula, CA 92592**  
**APN No.: 9541-02-0238**

Dear Mr. Potenciano:

Thank you for your e-mail correspondence of July 26, 2012 regarding the above matter which was directed to James Ferro of our office. Your e-mail (attached for reference) outlined the need for additional documentation to substantiate: (1) updated Statements of Monies due and owing through the sale date; and (2) the connection between Accredited Home Lenders, Inc., Deutsche Bank National Trust Company and Bank of America. In response to your request, I have attached the following:

1. Agreement; and
2. Limited Power of Attorney.

With regard to the Statements of Monies due and payable, the amount remains the same from the date of the tax sale, March 16, 2010. I have also attached Account Status screenshots from the Bank's computer system.

Please let me know if any additional documents are required to process Bank of America's claim for excess proceeds on this matter, as we would like to have this matter resolved as expeditiously as possible.

Additionally, I would appreciate all future communications be directed to the undersigned, as James Ferro is no longer with our firm. Should you have any questions, please do not hesitate to call me (310/228-1075, x 4605). My e-mail address is: [egrutzen@pecklaw.com](mailto:egrutzen@pecklaw.com).



# Peckar & Abramson

A Professional Corporation • Attorneys & Counselors at Law

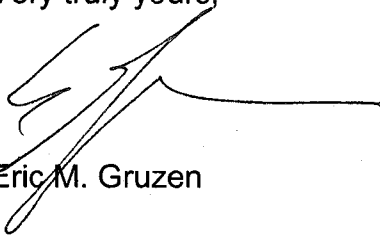
Adrian Potenciano

August 15, 2012

Page 2

Thank you for your assistance with this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Eric M. Gruzen", with a long horizontal flourish extending to the right.

Eric M. Gruzen

EMG/eac

Enclosures

**AGREEMENT**

This Agreement is made and entered into as of this 17<sup>th</sup> day of August, 2001, by and between Accredited Home Lenders, Inc., a California corporation ("Seller") and Countrywide Home Loans, Inc., a New York Corporation ("Buyer"), with reference to the following facts.

**RECITALS**

1. Seller has sold and/or proposes to sell to Buyer certain mortgage loans (the "Loans") and the servicing related thereto.

2. To facilitate the assignment of the Loans to the Buyer, the Seller has agreed to appoint specific individuals employed by the Buyer as authorized signatories (the "Authorized Signatories") pursuant to a certain Appointment of Officers, a copy of which is attached as Exhibit A for the sole and exclusive purpose of executing mortgage assignments or beneficial interests in deeds of trust or similar instruments ("Assignments") relating to the Loans.

NOW THEREFORE, in consideration of the premises and other valuable consideration, the parties hereto agree as follows:

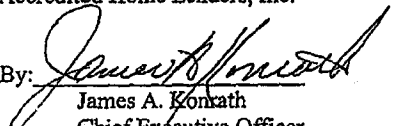
1. Seller hereby authorizes the Authorized Signatories to execute and acknowledge the Assignments.

2. Buyer agrees that the execution and acknowledgement of the Assignments will be performed by the Authorized Signatories with due care, and that Buyer will indemnify, defend and hold Seller harmless from and against any claim, suit, damage, liability or expense, including without limitation reasonable attorneys' fees, suffered or incurred by Seller as a result or arising out of any purported action by the Authorized Signatories on behalf of Seller, which action is outside of the authority conferred hereunder.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Accredited Home Lenders, Inc.

Countrywide Home Loans, Inc.

By:   
James A. Konrath  
Chief Executive Officer

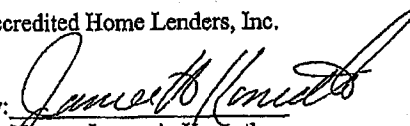
By:   
Richard L. Wilson  
Senior Vice President

### APPOINTMENT OF OFFICERS

Pursuant to the authority granted me by a vote of the Board of Directors of Accredited Home Lenders, Inc., on August 8, 2001, I hereby appoint each of the individuals listed below to the offices of Second Vice President and Second Assistant Secretary for the sole and exclusive purpose of executing mortgage assignments, beneficial interests in deeds of trust, or similar instruments relating to loans sold to Countrywide Home Loans, Inc., by Accredited Home Lenders, Inc.

Accredited Home Lenders, Inc.

By:



Name: James A. Konrath  
Title: Chief Executive Officer

Dated: August 17, 2001

### AUTHORIZED SIGNATORIES

Richard L. Wilson  
Steve Johnson  
Tracy Schreiner  
Christy Dellutri  
Heidi Smalley  
Beth Wilson  
Amy Hamlin  
Angeles Medina  
Yolanda Perez

**EXHIBIT A**

**APPOINTMENT OF OFFICERS**

Pursuant to the authority granted me by a vote of the Board of Directors of Accredited Home Lenders, Inc., on August 8, 2001, I hereby appoint each of the individuals listed below to the offices of Second Vice President and Second Assistant Secretary for the sole and exclusive purpose of executing mortgage assignments, beneficial interests in deeds of trust, or similar instruments relating to loans sold to Countrywide Home Loans, Inc., by Accredited Home Lenders, Inc.

Accredited Home Lenders, Inc.

By: \_\_\_\_\_  
Name: James A. Konrath  
Title: Chief Executive Officer

Dated: \_\_\_\_\_, 2001.

**AUTHORIZED SIGNATORIES**

Richard L. Wilson  
Steve Johnson  
Tracy Schreiner  
Christy Dellutri  
Heidi Smalley  
Beth Wilson  
Amy Hamlin  
Angeles Medina  
Yolanda Perez

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, formerly known as Bankers Trust Company of California, N.A. and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") pursuant to the agreements listed on Exhibit A attached hereto (collectively the "Agreements") by and between Deutsche Bank National Trust Company, as trustee, and BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP, as servicer (in such capacity, the "Servicer"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices of sale;
  - e. the taking of deed in lieu of foreclosure; and
  - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
  
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - a. listing agreements;
  - b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.
  
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of **May 21, 2009**.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 21st day of May, 2009.

Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee

By: \_\_\_\_\_  
Name:  Ronald Reyes  
Title: Vice President

Acknowledged and Agreed  
BAC Home Loans Servicing, LP  
fka Countrywide Home Loans Servicing LP

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

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On **May 21, 2009**, before me, Tiffany Yuan, a Notary Public in and for said state, personally appeared **Ronald Reyes** of Deutsche Bank National Trust Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.  
(SEAL)

  
\_\_\_\_\_  
Notary Public, State of California





EXHIBIT A

DEUTSCHE BANK NATIONAL TRUST COMPANY FOR THE BENEFIT OF THE CERTIFICATEHOLDERS FINANCIAL ASSET SECURITIES, CORP. SOUNDVIEW HOME LOAN TRUST 2005-4 ASSET-BACKED CERTIFICATES, SERIES 2005-4

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE ON BEHALF OF THE CERTIFICATEHOLDERS OF MORGAN STANLEY ABS CAPITAL, INC. IXIS REAL ESTATE CAPITAL 2005-HE3

DEUTSCHE BANK NATIONAL TRUST COMPANY ON BEHALF OF THE CERTIFICATEHOLDERS GMAP TRUST 2005-HE-3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE3.

DEUTSCHE BANK NATIONAL COMPANY, AS TRUSTEE FOR THE CRTIFICATEHOLDERS OF MORGAN STANLEY ABS CAPITAL INC. TRUST 2004-NC2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-NC2

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF FFMLT TRUST 2005-FF2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-FF2

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE ON BEALF OF THE CERTIFICATE HOLDERS GSAA TRUST 2004-3 MORTGAGE PASS-THROUGH CERTIFICTES, SERIES 2004-3

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2004-5 ASSET-BACKED CERTIFICATES, SERIES 2004-5

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF GSAA HOME EQUITY TRUST 2004-10 ASSET-BACKED CERTIFICATES SERIES 2004-10

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE ON BEHALF OF GSAA HOME EQUITY TRUST 2004-11

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF GSAA HOME EQUITY TRUST 2005-2,ASSET-BACKED CERTIFICATES,SERIES 2005-2

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE ON BEHALF OF GSAA HOME EQUITY TRUST 2005-4

DEUTSCHE BANK NATIONAL TRUST COMPANY ON BEHALF OF GS MORTGAGE SECURITIES CORP. GSAA HOME EQUITY TRUST 2005-10 ASSET-BACKED CERTIFICATES, SERIES 2005-10

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF GSAMP TRUST 2004-AR2,MORTGAGE PASS-THROUGH CERTIFICATES,SERIES 2004-AR2

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF GSAMP TRUST 2004-HE2,MORTGAGE PASS-THROUGH CERTIFICATES,SERIES 2004-HE2

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF GSAMP TRUST 2005-AHL MORTGAGE PASS-THROUGH CERTIFICATES,SERIES 2005-AHL

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF GSAMP TRUST 2005-HE1,MORTGAGE PASS-THROUGH CERTIFICATES,SERIES 2005-HE1

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR GSAMP TRUST 2005-HE2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE2

DEUTSCHE BANK NATIONAL TRUST COMPANY ON BEHALF OF THE CERTIFICATE HOLDERS GSAMP TRUST 2005-HE3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE3.

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF GSAMP TRUST 2004-AR1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-AR1

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE CERTIFICATEHOLDERS HARBORVIEW MORTGAGE LOAN TRUST MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2006-3

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE CERTIFICATEHOLDERS HARBORVIEW MORTGAGE LOAN TRUST 2006-5

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF HARBORVIEW MORTGAGE LOAN TRUST 2006-9

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE ON BEHALF OF THE CERTIFICATE HOLDERS OF IXIS REAL ESTATE CAPITAL TRUST 2004-HE4 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-HE4

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR HE HOLDERS OF IXIS REAL ESTATE CAPITAL TRUST 2005-HE MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE1

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2004-HE4, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2004-HE4

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2004-HE6, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-HE6

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2004-HE9, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-HE9

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE HOLDERS OF MORGAN STANLEY ABS CAPITAL I INC. TRUST 2004-NC5

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE HOLDERS OF MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-HE1 MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2005-HE1S, SERIES 2005-HE1

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-HE2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE2

DEUTSCHE BANK NATIONAL TRUST COMPANY ON BEHALF OF MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-HE6 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE6

DEUTSCHE BANK NATIONAL TRUST COMPANY ON BEHALF OF MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-HE7 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE7

DEUTSCHE BANK NATIONAL TRUST COMPANY ON BEHALF OF THE CERTIFICATEHOLDERS MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-NC2 MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2005-NC2

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-WMC1 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-WMC1

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE ON BEHALF OF MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-HE4

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-HE5, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-HE5

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DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE1 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HE1

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HE2

DEUTSCHE BANK NATIONAL TRUST COMPANY, ON BEHALF OF THE MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HE3

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY HOME EQUITY LOAN TRUST 2006-1

DEUTSCHE BANK NATIONAL TRUST COMPANY ON BEHALF OF MORGAN STANLEY ABS CAPITAL I INC. MORGAN STANLEY HOME EQUITY LOAN TRUST 2006-2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-2

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY IXIS REAL ESTATE CAPITAL TRUST 2006-2, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-2

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-5

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF NEW CENTURY HOME EQUITY LOAN TRUST, SERIES 2005-A, ASSET BACKED PASS-THROUGH CERTIFICATES

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF SOUNDVIEW HOME LOAN TRUST 2005-A, ASSET-BACKED CERTIFICATES, SERIES 2005-A

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF SOUNDVIEW HOME LOAN TRUST 2005-DO1, ASSET-BACKED CERTIFICATES, SERIES 2005-DO1

DEUTSCHE BANK NATIONAL TRUST COMPANY IN TRUST FOR THE BENEFIT OF SOUNDVIEW HOME LOAN TRUST 2006-A, ASSET-BACKED CERTIFICATES, SERIES 2006-A

DEUTSCHE BANK NATIONAL TRUST COMPANY, ON BEHALF OF MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-NC1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-NC1

DEUTSCHE BANK NATIONAL TRUST COMPANY ON BEHALF OF MORGAN STANLEY ABS CAPITAL I INC. MORGAN STANLEY HOME EQUITY LOAN TRUST 2007-1 MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2007-1

DEUTSCHE BANK NATIONAL TRUST COMPANY ON BEHALF OF GS MORTGAGE SECURITIES CORP. GSAA HOME EQUITY TRUST 2005-10 ASSET-BACKED CERTIFICATES, SERIES 2005-10

DEUTSCHE BANK NATIONAL TRUST COMPANY ON BEHALF OF FINANCIAL ASSET SECURITIES CORP., SOUNDVIEW HOME LOAN TRUST 2007-WMC1, ASSET-BACKED CERTIFICATES, SERIES 2007-WMC1

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR CERTIFICATEHOLDERS OF THE MORGAN STANLEY ABS CAPITAL I INC., TRUST 2003-NC10

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE ON CERTIFICATES, SERIES 2007-NC2RS FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-NC2 MORTGAGE PASS-THROUGH

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-4

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE ON BEHALF OF HSI ASSET SECURITIZATION CORPORATION TRUST 2007 - NC1

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE ON BEHALF OF THE HARBORVIEW MORTGAGE LOAN TRUST MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2006-6

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-HE8, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-HE8.

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE ON BEHALF OF THE CERTIFICATEHOLDERS ISAC 2006-5 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-5 TRUST FUND

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-NC5, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-NC5

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE ON BEHALF OF HSI ASSET SECURITIZATION CORPORATION TRUST 2006-HE1

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-1

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE ON BEHALF OF MORGAN STANLEY HOME EQUITY LOAN TRUST 2007-2 MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2007-2

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE BENEFIT OF THE HARBORVIEW 2004-8 TRUST FUND

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE4 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HE4

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE5 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HE5

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE BENEFIT OF THE HARBORVIEW 2004-8 TRUST FUND

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-3.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE ON BEHALF OF THE HSI ASSET SECURITIZATION CORPORATION TRUST 2007-HE1.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-2

DEUTSCHE BANK NATIONAL TRUST COMPANY ON BEHALF OF THE CERTIFICATEHOLDERS MORGAN STANLEY ABS CAPITAL 1 INC. TRUST 2005-HE3 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-HE3

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE BENEFIT OF HSI ASSET SECURITIZATION CORPORATION AND HSI ASSET SECURITIZATION CORPORATION TRUST 2007-HE2

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE HSI ASSET SECURITIZATION CORPORATION TRUST 2007-HE2



LETTY RISING

\*Escrow Payment:

MtgPmt: 1695.94

R/C Code: [REDACTED]

Standard Loan

PLANO

03/016

1



LETTY RISING

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03/018



[REDACTED]

[REDACTED]



INVESTOR #: INVESTOR NAME:  
 ADDRESS: EFFECTIVE DATE:  
 CITY, ST, ZIP: TELEPHONE:  
 CONTACT:  
 ANNUAL REPORTS REQUIRED  
 (I=INVESTOR FORM C=COUNTRYWIDE) ASSUMPTIONS ALLOWED (Y/N)  
 APPROVAL REQUIRED (Y/N)  
 ASSUMPTION FEES:  
 NAME THE FEE \$  
 NAME THE FEE \$  
 MONTHLY REPORTS REQUIRED PAYOFFS PREPAYMENT PENALTY (Y/N)  
 PROPERTY INSPECTION REQUIRED (Y/N)  
 FREQUENCY OF INSPECTION: MONTH(S)  
 WILL INVESTOR ALLOW PMI WAIVER (Y/N)  
 OWNER OCCUP. REQUIRED (Y/N) # MOS.  
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Key demographic information as of July 30, 2015

**Countrywide Bank, FSB**

6465 Greenwood Plaza #200  
Centennial, CO 80111

FDIC Certificate #:	33143	Date Established:	8/30/1990
Bank Charter Class:	Savings Association	Date of Deposit Insurance:	8/30/1990
Primary Federal Regulator:	Office of Thrift Supervision	<a href="#">More Demographic Information</a> →	
Primary Internet Web Address:	Web site not available.	<a href="#">Generate History</a> →	

**Inactive as of:** April 27, 2009  
**Closing history:** Merged without Assistance into  
**Acquiring institution:** Bank of America, National Association - (3510)

**This is an inactive institution.**

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Report Date:

March 31, 2009

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**Cook, Eleanor A.**

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**From:** Gruzen, Eric M.  
**Sent:** Friday, November 01, 2013 8:38 AM  
**To:** Potenciano, Adrian  
**Cc:** Cook, Eleanor A.  
**Subject:** RE: Letty Rising APN 954102023-8

Adrian,

I spoke with my clients at Bank of American and they've informed me that we need to change the claimant to Deutsche Bank National Trust Company. Deutsche is the investor in the property/loan and Bank of America is the servicer. Ocwen Loan Servicing is the "sub-servicer" of the loan. I had been making these claims assuming that BofA was always the investor but in this case, while there is a strong connection to BofA, it is Deutsche that is actually the one that the money is owed to. Bank of America will be able to deposit the check written to Deutsche because of the loan servicing agreement that the parties have and I believe you have a copy of that document.

Will this be a problem? My clients would obviously like to get this wrapped up as soon as possible, especially since this has been pending for nearly a year and a half, if not longer. Is there any further documentation that you need to assist in issuing a check?

Thank you,  
Eric Gruzen



Eric M. Gruzen  
Peckar & Abramson, P.C.  
1875 Century Park East,  
Suite 550  
Los Angeles, CA 90067  
phone 310.228.1075  
fax 310.228.1076  
[egruzen@pecklaw.com](mailto:egruzen@pecklaw.com)  
[www.pecklaw.com](http://www.pecklaw.com)

**From:** Potenciano, Adrian [<mailto:APotenciano@co.riverside.ca.us>]  
**Sent:** Wednesday, October 23, 2013 11:18 AM  
**To:** Gruzen, Eric M.  
**Cc:** Cook, Eleanor A.  
**Subject:** Letty Rising APN 954102023-8

Hello,

Just as before mentioned, we will need an updated statement of monies due and payable thought the sale date of March 16, 2010. Please also include the amount of the original outstanding balance. This can be a simple statement faxed to (951) 955-3990.

In a previous request, I has asked for a connection between Accredited Home Lenders, Inc. and Deutsche Bank National Trust Company & Bank of America, for which an Agreement and Limited Power of Attorney was sent to me; however, when my supervisor was reviewing the file, she noticed the Mers Servicer ID shows Ocwen Loan Servicing is the servicer not Bank of America. Can you send me documentation on the connection between Ocwen and Bank of America.

I have attached a copy of the Mers print-out.

Thanks,

Adrian Potenciano  
County of Riverside  
Treasurer - Tax Collector  
Tax Sale Operations Unit



## Taylor, Desiree

---

**From:** Taylor, Desiree  
**Sent:** Tuesday, January 06, 2015 12:32 PM  
**To:** 'egrusen@pecklaw.com'  
**Cc:** 'ecook@pecklaw.com'  
**Subject:** Bank of America Excess Proceeds Claims

Hello Ms. Cook,

It was nice speaking with you earlier in regards to these Bank of America files. I appreciate any help that your office can give us to get these files closed out. The files have been passed to me for approval however I need additional information to approve the files to be sent to Counsel.

As previously discussed when our office requests an updated statement of monies currently owing we need those statement to come directly from the client themselves. A statement from the attorney isn't sufficient to substantiate their claim. The statement can even be in the form of an email stating that since the time of the initial claim filing that no payments have been received.

The other issue that we had discussed is that Michael Bentley to whom originally filed the claim with your office no longer works for Bank of America. When an individual files a claim on behalf of a company we have to confirm that they have the authority to work on behalf of that company. We are going to need something from your client or new contact showing that they have the authority to claim on behalf of Bank of America and that Michael Bentley is no longer employed with Bank of America any longer.

As soon as I get this information I can move the files to Counsel for approval. Also if you would like me to contact your client directly I can do that as well.

Thank you,

*Desiree Taylor*

County of Riverside, Treasurer-Tax Collector

Phone 951-955-3859

Fax 951-955-3990

[ddtaylor@co.riverside.ca.us](mailto:ddtaylor@co.riverside.ca.us)

**Pazicni, Jennifer**

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**From:** Pazicni, Jennifer  
**Sent:** Wednesday, May 27, 2015 2:37 PM  
**To:** 'gdevlin@hinshawlaw.com'  
**Subject:** RE: Excess Proceeds Claim, Letty Rising (APN: 9541-02-0238; Tax Collector Ref. No. EP 185-354)

Dear Mr. Devlin,

It appears that the documents that were requested in January were not submitted. Please send us the following documentation.

- An updated statement of money owed. Please note that you can only collect interest up until the date of the sale which was March 16, 2010. Please adjust the amount due if you have received any payments since the file was submitted. Please date the document as well.
- A statement/document from Bank of America stating that your law firm still has the authority to claim on the behalf of Bank of America.

Please let me know if you have any questions or need any clarification. Thank you for your continued patience. Once the documents are received, I will write up the recommendation and send the file to my supervisor for approval.

Sincerely,

Jennifer Pazicni  
Riverside County Treasurer-Tax Collector's Office  
Tax Sale Operations/Excess Proceeds  
951 955-3336

---

**From:** gdevlin@hinshawlaw.com [mailto:gdevlin@hinshawlaw.com]  
**Sent:** Thursday, May 21, 2015 4:59 PM  
**To:** Pazicni, Jennifer  
**Subject:** RE: Excess Proceeds Claim, Letty Rising (APN: 9541-02-0238; Tax Collector Ref. No. EP 185-354)

Thanks so much for getting back to me Jennifer. I was going to email you tomorrow! I look forward to hearing from you early next week. GD

**Gary E. Devlin**  
Hinshaw & Culbertson LLP  
11601 Wilshire Blvd., Suite 800, Los Angeles, CA 90025  
Tel: 310-909-8000 | Fax: 310-909-8001  
E-mail: [gdevlin@hinshawlaw.com](mailto:gdevlin@hinshawlaw.com)

**HINSHAW**

& CULBERTSON LLP

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From: "Pazicni, Jennifer" <JPazicni@co.riverside.ca.us>  
To: "gdevlin@hinshawlaw.com" <gdevlin@hinshawlaw.com>,  
Date: 05/21/2015 04:53 PM  
Subject: RE: Excess Proceeds Claim, Letty Rising (APN: 9541-02-0238; Tax Collector Ref. No. EP 185-354)

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Dear Mr. Devlin,

I still have questions for my supervisor that I wanted to ask prior to getting back to you this week. Unfortunately she was unable to meet with me due to other office deadlines. I wanted to let you know that I am still working on your file and I have not forgotten about you. I will contact you as soon as I can. I will be out of the office until Tuesday. I will see if I can meet with her then.

Thank you again for your continued patience.

Jennifer Pazicni  
Riverside County Treasurer-Tax Collector's Office  
Tax Sale Operations  
951 955-3336

**From:** [gdevlin@hinshawlaw.com](mailto:gdevlin@hinshawlaw.com) [<mailto:gdevlin@hinshawlaw.com>]  
**Sent:** Friday, May 15, 2015 5:17 PM  
**To:** Pazicni, Jennifer  
**Subject:** RE: Excess Proceeds Claim, Letty Rising (APN: 9541-02-0238; Tax Collector Ref. No. EP 185-354)

Thanks so much Ms. Pazicni. I look forward to working with you to finally resolve this matter. I look forward to hearing from you next week. GD

**Gary E. Devlin**  
Hinshaw & Culbertson LLP  
11601 Wilshire Blvd., Suite 800, Los Angeles, CA 90025  
Tel: 310-909-8000 | Fax: 310-909-8001  
E-mail: [gdevlin@hinshawlaw.com](mailto:gdevlin@hinshawlaw.com)

**HINSHAW**

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From: "Pazicni, Jennifer" <JPazicni@co.riverside.ca.us>  
To: "gdevlin@hinshawlaw.com" <gdevlin@hinshawlaw.com>,  
Date: 05/15/2015 04:52 PM  
Subject: RE: Excess Proceeds Claim, Letty Rising (APN: 9541-02-0238; Tax Collector Ref. No. EP 185-354)

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Dear Mr. Devlin,

I have taken over the Excess Proceeds files. I wanted to let you know that I am going to review the file to familiarize myself with this file. I will email next week to let you know what, if anything, is needed from your office.

Thank you for your continued patience,

Jennifer Pazicni  
Riverside County Treasurer-Tax Collector's Office  
Tax Sale Operations  
951 955-3336

**From:** [gdevlin@hinshawlaw.com](mailto:gdevlin@hinshawlaw.com) [<mailto:gdevlin@hinshawlaw.com>]  
**Sent:** Thursday, April 30, 2015 4:04 PM  
**To:** Taylor, Desiree  
**Subject:** Excess Proceeds Claim, Letty Rising (APN: 9541-02-0238; Tax Collector Ref. No. EP 185-354)  
**Importance:** High

Hello Ms. Taylor. Please be advised this office has taken over the handling of the above-referenced excess proceeds claim, originally submitted on behalf of Bank of America on April 4, 2011. Prior counsel was Eric Gruzen from Peckar & Abramson, P.C. My understanding from speaking with Mr. Gruzen is the matter was fully submitted a couple years ago. However, upon review of his file, I see an email from you to Mr. Gruzen dated January 23, 2015, which raised a couple of concerns. I am not advised whether such concerns were ever addressed.

Please let me know whether any further information is required for this outstanding excess funds request. From your January 23, 2015 email, it appeared the County wanted to see evidence (e.g., a statement) from the lender or loan servicing company confirming the amount due on the subject loan at the time of the tax sale. There was also an issue concerning Bank of America's stated representative on the April 4, 2011 claim form (Michael Bentley) because he has since left the company. It would seem I can clear up these and any other issues the County might possess in a declaration from the lender or authorized loan servicing company. Please let me if any further information is required for this excess proceeds claim and I will get it to you as soon as possible.

Please advise also if you require anything from me or my office evidencing its role as new handling attorneys representing the claimant for the excess proceeds at issue herein.

Thanks Ms. Taylor. I look forward to working with you! GD

**Gary E. Devlin**  
Hinshaw & Culbertson LLP  
11601 Wilshire Blvd., Suite 800, Los Angeles, CA 90025  
Tel: 310-909-8000 | Fax: 310-909-8001  
E-mail: [gdevlin@hinshawlaw.com](mailto:gdevlin@hinshawlaw.com)

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- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Hinshaw & Culbertson LLP  
C/O Gary E. Devlin  
11601 Wilshire Blvd., Suite 800  
Los Angeles, CA 90025

## 2. Article Number

(Transfer from service label)

PS Form 3811, July 2013

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- Agent
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## C. Date of Delivery

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## 3. Service Type

- Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery

## 4. Restricted Delivery? (Extra Fee)

- 
- Yes

7003 2260 0004 1548 9872

July 1, 2015

Hinshaw & Culbertson LLP  
C/O Gary E. Devlin  
11601 Wilshire Blvd., Suite 800  
Los Angeles, CA 90025

Re: APN: 954102023-8  
TC 185 Item 354  
Date of Sale: March 16, 2010

EP 185-354

PS Form 3811, July 2013

Domestic Return Receipt

To Whom It May Concern:

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.**

\_\_\_ Notarized Affidavit for Collection of  
Personal Property under California  
Probate Code 13100

\_\_\_ Notarized Statement of  
different/misspelled

\_\_\_ Notarized Statement Giving Authorization to  
claim on behalf of

\_\_\_ Certified Death Certificate for

\_\_\_ Copy of Birth Certificates for

\_\_\_ Copy of Marriage Certificate for

\_\_\_ Original Note/Payment Book

X **Updated Statement of Monies Owed  
(as of the date of tax sale)**

\_\_\_ Articles of Incorporation (if applicable  
Statement by Domestic Stock)

\_\_\_ Court Order Appointing Administrator

\_\_\_ Deed (Quitclaim/Grant etc...)

X **Other – Statement/Document from Bank  
of America stating that your law firm still  
has the authority to claim on their behalf.**

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

Sincerely,

Jennifer Pazicni  
Tax Sale Operations Unit  
(951) 955-3336  
(951) 955-3990 Fax

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature <i>X Annie Arzoumanian</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address	
1. Article Addressed to:  <b>Hinshaw &amp; Culbertson LLP</b> <b>C/O Gary E. Devlin</b> <b>11601 Wilshire Blvd., Suite 800</b> <b>Los Angeles, CA 90025</b>		B. Received by (Printed Name) <b>ANNIE ARZOUMANIAN</b>	C. Date of Delivery <b>7/17</b>
2. Article Number <i>EP 185-354</i> <small>(Transfer from service label)</small>		D. Is delivery address different from item 1? If YES, enter delivery address below:	
3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, July 2013		Domestic Return Receipt <b>7003 2260 0004 1558 6397</b>	

July 15, 2015

Hinshaw & Culbertson LLP  
C/O Gary E. Devlin  
11601 Wilshire Blvd., Suite 800  
Los Angeles, CA 90025

Re: APN: 954102023-8  
TC 185 Item 354  
Date of Sale: March 16, 2010

To Whom It May Concern:

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.**

- Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- Notarized Statement of different/misspelled
- Notarized Statement Giving Authorization to claim on behalf of
- Certified Death Certificate for
- Copy of Birth Certificates for
- Copy of Marriage Certificate for

- Original Note/Payment Book
- Updated Statement of Monies Owed (as of the date of tax sale)**
- Articles of Incorporation (if applicable Statement by Domestic Stock)
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other – Statement/Document from Bank of America stating that your law firm still has the authority to claim on their behalf.**

**If your documentation is not received within 30 days (August 18, 2015), your claim will be denied.**

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

Sincerely,

Jennifer Pazicni  
Tax Sale Operations Unit  
(951) 955-3336  
(951) 955-3990 Fax

**HINSHAW**

&amp; CULBERTSON LLP

**ATTORNEYS AT LAW**11601 Wilshire Boulevard  
Suite 800  
Los Angeles, CA 90025-1744(310) 909-8000  
(310) 909-8001 (fax)  
www.hinshawlaw.com

July 29, 2015

**VIA PERSONAL SERVICE**Riverside County Treasurer-Tax Collector  
Attn: Jennifer Pazicni- Excess Proceeds  
4080 Lemon St., 4th Floor  
Riverside, CA 92501**Re: APC: 954102023-8  
TC 185 Item 354  
Date of Sale: March 16, 2010****RECEIVED**  
2015 AUG -3 AM 8:42  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

Dear Ms. Pazicni:

We are in receipt of your letters dated July 1, 2015 and July 15, 2015 concerning the above referenced matter, each of which concern the County's request for a supplemental submission of materials supporting my client's claim for excess funds. The original submission was made by Bank of America, N.A. ("Bank of America") on April 4, 2011. Please note the subject loan, and thus the right to claim the excess proceeds at issue herein, was assigned to Nationstar Mortgage, LLC ("Nationstar"), as evidenced by the enclosed declaration of Courtney Ehinger, Nationstar's Executive Vice President, at paragraph numbers 2-4 and Exhibit B (the Assignment) to the declaration. As such, the excess proceeds at issue must now be issued to Nationstar and not Bank of America.

In accordance with the direction provided in your July 1, 2015 and July 15, 2015 letters and our prior email exchanges, Ms. Ehinger's declaration provides a full accounting of the subject loan as of the date of the Tax Sale. *See id.* at Paragraph 5 and Exhibit C. The declaration (at paragraph 4) further confirms Hinshaw & Culbertson, LLP (in care of myself) are authorized to act on behalf of Nationstar. Again, Nationstar is the current holder of the senior mortgage encumbering the subject property, and owner of "all beneficial interest" as memorialized in the Assignment attached to Ms. Ehinger's declaration.

We trust the enclosed materials satisfy the County's remaining concerns regarding my client's claim to the entirety of the excess funds being held by the County which are related to the

///



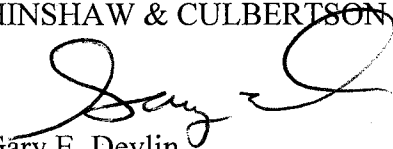
July 29, 2015

Page 2

above referenced property and Tax Sale. Notwithstanding, we are agreeable to providing any further information or materials upon your request. If there are any further questions or concerns, please do not hesitate to contact me at any time.

Very truly yours,

HINSHAW & CULBERTSON, LLP



Gary E. Devlin  
gdevlin@hinshawlaw.com

GED:rm

Encl.

## DECLARATION OF COURTNEY EHINGER

I, Courtney Ehinger, declare as follows:

1. I am an Senior Vice President for Nationstar Mortgage, LLC ("Nationstar"). My authority to act and sign documents on behalf of Nationstar in conjunction with this matter is established pursuant to the document entitled "Certificate of Incumbency," a true and correct copy of which is attached hereto as Exhibit A. I have personal knowledge of the facts stated below and would and could competently testify thereto under oath.

2. I make this Declaration in support of the Claim for Excess Proceeds From the Sale of Tax-Defaulted Property (the subject "Claim"), arising from the tax sale which occurred on March 16, 2010, Assessment No. 954102023-8, TC 185, Item No. 354 (hereinafter the "Tax Sale"), by which the Treasurer and Tax Collector of Riverside County, California, sold certain real property located at 31147 Calle Aragon, Temecula, California 92592, Assessor's Parcel Number 9541-02-0238 (hereinafter the "Subject Property"). The original submission in support of the Claim was made by Bank of America, N.A. ("Bank of America"), to the Riverside County Treasurer-Tax Collector's office on April 4, 2011. As discussed below, Bank of America was the holder of the Deed of Trust on the date of the subject Tax Sale on March 16, 2010, and when the original submission for the Claim was made up through September 19, 2013. The original submission contained the subject Note, Deed of Trust, the completed form entitled "Claim for Excess Proceeds From the Sale of Tax-Defaulted Property," and other materials supporting the Claim. This Declaration and attached exhibits constitute a supplement to that original submission, and response to the letter dated July 1, 2015 from Jennifer Pazicni, Tax Sale Operations Unit, which requested additional items to fully support the Claim herein.

3. Nationstar became the holder of the senior Mortgage encumbering the Subject Property on or about September 19, 2013, as reflected in the Assignment of Deed of Trust dated and notarized on that same date (hereinafter referred to as the "Assignment"). A true and correct copy of the Assignment is attached hereto as Exhibit B. The Assignment was not recorded. However, it is well established assignments transferring interest in a Deed of Trust need not be recorded as a matter of law. *See Parcray v. Shea Mort., Inc.*, 2010 WL 1659369 (E.D. Cal. 2010).

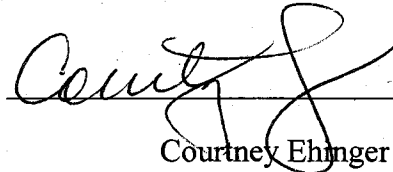
4. As evidenced by the Assignment, Bank of America transferred "all beneficial interest" under the subject Deed of Trust, including its right to obtain the excess proceeds at issue herein, to Nationstar. Thus, as of September 19, 2013, Nationstar succeeded Bank of America with respect to the subject Claim. Accordingly, Nationstar requests the excess proceeds at issue herein be issued in its name, in care of its attorneys, Gary E. Devlin, Esq., Hinshaw & Culbertson LLP, 11601 Wilshire Blvd., Suite 800, Los Angeles, California 90025. Please be advised Mr. Devlin and his firm are hereby authorized to act on Nationstar's behalf in connection with this Claim.

5. As the holder of the subject mortgage, Nationstar is privy to and does possess accounting information for the subject mortgage loan. We reconstructed the status of the loan as it existed on the date of the Tax Sale on March 16, 2010, as requested by the County via its July 1, 2015 letter. The amount of unpaid principal on March 16, 2010 was \$190,230.80. The

interest due through the date of the Tax Sale was \$19,622.59. The loan balance was further increased for late charges, corporate and escrow advances and other fees. The unpaid balance as of the date of the Tax Sale was \$228,190.07. Attached hereto as Exhibit C is a true and correct copy of a Payoff Statement for the subject loan showing the precise calculation for the unpaid balance as of the date of the Tax Sale on March 16, 2010.

6. Nationstar is entitled to receive the entirety of the excess proceeds being held by the County of Riverside based on the foregoing, and also because the outstanding, unpaid balance owed by the borrower, Letty M. Rising, for the subject mortgage loan (as of the date of the Tax Sale on March 16, 2010) was \$228,190.07-- well in excess of the amount being held by the County of Riverside in the amount of \$157,137.76. Therefore, the entire amount should be awarded to Nationstar by virtue of its assignment with Bank of America.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and is within my personal knowledge. Dated this July 27, 2015 at Irring, TX.

  
\_\_\_\_\_  
Courtney Ehinger

STATE OF TEXAS )  
COUNTY OF DALLAS) ss.

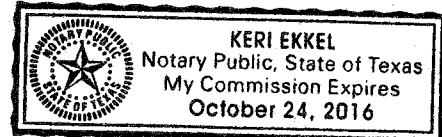
On July 27, 2015, before me,  
Keri Ekkel, a Notary Public, personally appeared  
Courtney Ginger, who proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

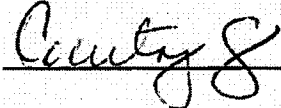
Signature 



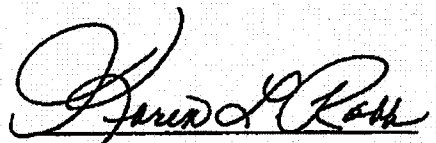
**NATIONSTAR REVERSE MORTGAGE FUNDING LLC**

**CERTIFICATE OF INCUMBENCY**

I, Karen L. Robb, the undersigned Assistant Secretary of Nationstar Mortgage LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware (the "Company"), do hereby certify that I have access to the records and minutes of the proceedings of the Board of Managers of the Company and that as of the date hereof, the following individual is a duly elected, qualified and acting officer of the Company, holding the office set opposite his name and that the signature set out below is a true specimen of the genuine signature of such officer and such officer has the authority to execute documents on behalf of the Company.

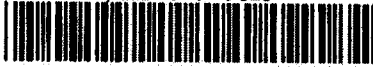
<b>Name</b>	<b>Office</b>	<b>Signature</b>
Courtney Ehinger	Executive Vice President	

IN WITNESS WHEREOF, I have hereunto set my hand this 16<sup>th</sup> day of January, 2015.

  
Karen L. Robb, Assistant Secretary

Recording Requested By:  
Bank of America, N.A.  
Prepared By: Hambeik Sepani  
101 S. Marengo Ave.  
Pasadena, CA 91101  
800-444-4302

When recorded mail to:  
CoreLogic  
Mail Stop: ASGN  
1 CoreLogic Drive  
Westlake, TX 76262-9823



DocID# 2114989069543270

Property Address:  
31147 Calle Aragon  
Temecula, CA 92592-5449

CA0-ADT 25985049 8/9/2013 NS0630D

This space for Recorder's use

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 does hereby grant, sell, assign, transfer and convey unto NATIONSTAR MORTGAGE, LLC whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR ACCREDITED HOME LENDERS, INC.  
Original Borrower(s): LETTY M. RISING, AN UNMARRIED WOMAN  
Original Trustee: ORANGE COAST TITLE COMPANY  
Date of Deed of Trust: 8/26/2003  
Original Loan Amount: \$207,920.00

Recorded in Riverside County, CA on: 8/29/2003, book N/A, page N/A and instrument number 2003-671958

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

9/19/13

Bank of America, N.A.

By: Mut


Mehrdad Abedinzadeh  
Assistant Vice President

State of California  
County of Los Angeles

On SEP 19 2013 before me, Denise Gamboa, Notary Public, personally appeared Mehrdad Abedinzadeh, who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Notary Public: Denise Gamboa  
My Commission Expires: Dec. 10, 2014

(Seal)



Nationstar Mortgage LLC  
9050 Cypress Waters Blvd  
1-888-480-2432

Payoff Statement Amended

Send To: Letty Rising

Mortgagor(s) Letty Rising

For Internal Use Only

Property Address: 31147 Calle Aragon, Temec

The following statement reflects the estimated payoff amount required to prepay the above referenced collected up to the date payoff funds are received.

This mortgage is presently in default. It is possible that it could be referred to an attorney for foreclosure. This may result in additional costs.

Interest Paid to Date: 08/01/08

Next Payment Due Date: 09/01/08

Quote Detail

Unpaid Principal: 190,230.80  
Interest Due: 19,622.59  
(From 08/01/08 to 03/16/10 at 6.350%)  
Late Charges: 64.69  
Deferred Late Charges: 258.72  
Corporate Advance: 1,293.80  
Escrow Advance: 16,666.47

COUNTY RECORDING FEE: 53.00  

---

Balance Due 228,190.07

Prin and Interest Payment: 1,293.76  
Mthly Escrow Pymt: 402.18  

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Mortgage Payment: 1,695.94

If payoff funds are submitted after 03/16/10, the applicable per diem interest of \$33.09 must be added to make your scheduled mortgage payments. DO NOT PLACE A STOP PAYMENT ON ANY CHECK PREVIOUS payment is received after the Late Charge grace period as set forth in the applicable Note, a Late Charge



ula, CA 92592

d mortgage in full. Interest will be

re action if not brought current.

for each day thereafter. Continue  
USLY REMITTED. If any scheduled  
e of \$64.69 will be assessed.

**Pazicni, Jennifer**

---

**From:** Pazicni, Jennifer  
**Sent:** Monday, August 03, 2015 10:18 AM  
**To:** 'jferro@clevelandconstruction.com'  
**Subject:** EP 185-354- RE: Excess Proceeds claim with Riverside County

Dear Mr. Ferro,

I am currently working on a claim for excess proceeds that you submitted to our office in April of 2011 while you were working for Pecker & Abramson. Mr. Michael Bentley of Bank of America authorized you, James Ferro, as agent to collect excess proceeds on their behalf. I would like to confirm if you are still representing Bank of America in this claim for excess proceeds.

Thank you for your time,

Jennifer Pazicni  
Riverside County Treasurer-Tax Collector's Office  
Tax Sale Operations/Excess Proceeds  
951 955-3336  
[jpazicni@co.riverside.ca.us](mailto:jpazicni@co.riverside.ca.us)

**THE STATE BAR OF CALIFORNIA**

Monday, August 3, 2015

## ATTORNEY SEARCH

## James Louis Ferro - #110583

**Current Status: Active**

This member is active and may practice law in California.

See below for more details.

## Profile Information

*The following information is from the official records of The State Bar of California.*

<b>Bar Number:</b>	110583		
<b>Address:</b>	Cleveland Construction, Inc. 8620 Tyler Blvd Mentor, OH 44060 Map it	<b>Phone Number:</b>	(440) 255-8000
		<b>Fax Number:</b>	(440) 205-1138
		<b>e-mail:</b>	jferro@clevelandconstruction.com
<b>County:</b>	Non-California	<b>Undergraduate School:</b>	California St Univ Northridge; CA
<b>District:</b>	Outside California		
<b>Sections:</b>	Business Law Law Practice Mgmt Litigation	<b>Law School:</b>	Loyola Law School; Los Angeles CA

## Status History

Effective Date	Status Change
Present	Active
12/12/1983	Admitted to The State Bar of California

Explanation of member status

## Actions Affecting Eligibility to Practice Law

**Disciplinary and Related Actions**

Overview of the attorney discipline system.

This member has no public record of discipline.

**Administrative Actions**

This member has no public record of administrative actions.

[Start New Search »](#)

**Pazicni, Jennifer**

---

**From:** James L. Ferro <jferro@clevelandconstruction.com>  
**Sent:** Monday, August 03, 2015 10:41 AM  
**To:** Pazicni, Jennifer  
**Cc:** James L. Ferro  
**Subject:** RE: EP 185-354- RE: Excess Proceeds claim with Riverside County

Ms. Pazicni:

I am no longer with the law firm of Peckar & Abramson, who represented Bank of America, on that claim.

I am advised that this claim is now being handled by the following attorney/firm:

---

Gary E. Devlin  
Hinshaw & Culbertson LLP  
11601 Wilshire Blvd., Suite 800, Los Angeles, CA 90025  
Tel: 310-909-8000 | Fax: 310-909-8001  
E-mail: [gdevlin@hinshawlaw.com](mailto:gdevlin@hinshawlaw.com)

---

I trust this information will be of assistance to you.

Very truly yours,

**James L. Ferro**  
**Vice President & General Counsel**

Cleveland Construction, Inc.  
8620 Tyler Blvd. | Mentor, OH 44060 | [www.clevelandconstruction.com](http://www.clevelandconstruction.com)  
Office: 440.255.8000 | Fax: 440.205.1138 | Cell: 310.502.2840



**CONFIDENTIALITY NOTICE**

This message is for the exclusive use of the individual or entity to which it is addressed and may contain information this is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee or an employee or agent of the addressee responsible for delivering it to the addressee, please do not read, use, disclose, copy or distribute the message and do not take any action in reliance upon it. If you have received this message in error, please notify us immediately by telephone (collect) to arrange for its return. We do not intend to waive any attorney-client or work product privilege by the transmission of this message.

---

**From:** Pazicni, Jennifer [<mailto:JPazicni@co.riverside.ca.us>]  
**Sent:** Monday, August 03, 2015 1:18 PM  
**To:** James L. Ferro  
**Subject:** EP 185-354- RE: Excess Proceeds claim with Riverside County

**CLAIM SUMMARY**

To: Riverside County Treasurer and Tax Collector

Assessors Parcel Number: 954102023-8  
Last Assessee: RISING LETTY M  
Sale Date: 3/16/2010  
Tax Sale Number: TC185  
Item Number: 354

RECEIVED  
2010 JUL - 7 PM 3:05  
RIVERSIDE COUNTY  
TREAS - TAX COLLECTOR

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Grant Deed granting interest to Letty M. Rising, an unmarried woman as Document Number: 2003-671957, Recorded in Riverside County on 08/29/2003
2. Declaration of one and the Same Person
3. Assignment of Excess Proceeds signed by Letty M. Rising
4. Claim Form(s) signed by Global Discoveries
5. Photo ID for Assignor: Letty M. Rising (**Please Note:** The address noted on client's California Drivers License is one and the same address tht is noted on the above referenced Grant Deed).

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$156,056.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Chief Operating Officer, at (209) 593-3913, or e-mail to [jed@globaldiscoveries.com](mailto:jed@globaldiscoveries.com).

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

**Certified Tracking Number: 7009-3410-0001-7917-7248**

DOC # 2003-671957

08/29/2003 08:00A Fee:30.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

ORANGE COAST TITLE CO.

AND WHEN RECORDED MAIL TO:

Letty M. Rising  
31147 Calle Aragon  
Temecula, CA 92592

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.	
	1		2				1			
									KW	
A	R	L				COPY	LONG	REFUND	NCHG	EXAM

A.P.N.: 954-102-023-8TRA #: 013-039 Ord

GRANT DEED

38 T  
KW

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$286.00  
[ ] computed on full value of property conveyed, or  
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,  
[ ] unincorporated area; [X] City of Temecula, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,  
Lawrence E. Grundy, as Trustees of the Grundy Trust dated January 15, 1988

hereby GRANT(S) to Letty M. Rising, an unmarried woman

the following described property in the City of Temecula, County of Riverside State of California;

Lot 25 of Tract 21672-2, in the City of Temecula, County of Riverside, as per map recorded in Book 183, Page(s) 78 through 82, of Miscellaneous Maps, in the Office of the County Recorder of said County.

Lawrence E. Grundy, as Trustees of the Grundy Trust dated January 15, 1988

By: Lawrence E. Grundy  
Lawrence E. Grundy, Trustee

Document Date: July 14, 2003

STATE OF CALIFORNIA )SS  
COUNTY OF SAN DIEGO )

On July 23 2003 before me, BRIAN J. CHURCH, Notary Public  
personally appeared LAWRENCE E. GRUNDY

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

WITNESS my hand and official seal.

Signature Brian J. Church



R-2303302



**GARY L. ORSO  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

**Recorder**  
P.O. Box 751  
Riverside, CA 92502-0751  
(909) 486-7000

<http://riverside.ustclerk.com>

**NOTARY CLARITY**

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: BRIAN J. CHURCH

Commission #: 1368862

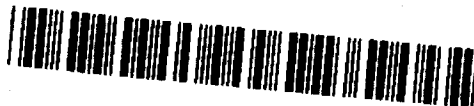
Place of Execution: SAN DIEGO, CA

Date Commission Expires: SEPTEMBER 6, 2006

Date: 8-27-08

Signature: *[Handwritten Signature]*

MONIQUE PEMATT



2003-671957  
08/29/2003 08:00A  
2 of 2

DECLARATION  
OF ONE AND THE SAME PERSON

I, Letty M. Rising, do hereby declare:

1. I am over the age of 18 and a resident of Columbia, MD. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. I am one and the same person as Letty MARIE Rising, Letty M. Rising and Letty Rising.
3. I am one and the same person who is mentioned on the referenced Grant Deed as Document Number: 2003-671957, Recorded in Riverside County on 08/29/2003.
4. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 954102023-8, on 6-25-2010.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 25<sup>th</sup> day of JUNE, 2010, at BALTO. MARYLAND

x Letty M. Rising  
\_\_\_\_\_  
Letty M. Rising

JURAT

State of MARYLAND  
County of BALTIMORE CITY

Subscribed and sworn to (or affirmed) before me on this

25<sup>th</sup> day of JUNE, 2010, by  
Date                      Month                      Year  
LETTY M. RISING  
\_\_\_\_\_  
Name of Signer

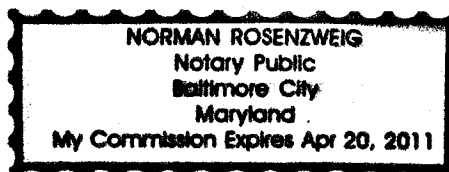
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Norman Rosenzweig  
Signature of Notary Public  
NORMAN ROSENZWEIG

(Place Notary Seal Above)

GD Number: 13399-157332





ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 954102023-8, Tax Sale Number TC185, Item 354 sold at public auction on 3/16/2010. I understand that the total of excess proceeds available for refund is \$ 156,056.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

✓ Letty M. Rising 6/25/10  
(Signature of Party of Interest/Assignor) (Date)  
Tax ID/SS# [REDACTED]

Letty M. Rising (Name Printed)  
7329 Carved Stone (Address)  
Columbia, MD 21045 (City/State/Zip)  
951 970-7327 (Area Code/Telephone Number)

MARYLAND NR  
STATE OF CALIFORNIA )  
COUNTY OF BALTIMORE CITY ) ss.

On JUNE 25, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared LETTY M. RISING known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.  
NORMAN ROSENZWEIG  
(Signature of Notary)



(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

Jed Byerly  
(Signature of Assignee)  
Tax ID/SS# [REDACTED]

Jed Byerly, Chief Operating Officer (Name Printed)  
Global Discoveries, Ltd. (Address)  
P.O. Box 1748  
Modesto, California 95353-1748 (City/State/Zip)  
Phone: (209) 593-3913

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

On 6-30-2010, before me, the undersigned, a Notary Public in and for said State, personally appeared \*\*\*Jed Byerly\*\*\* Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same. I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
[Signature]  
(Signature of Notary)

(This area for official seal)



**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY**

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 954102023-8  
Tax Sale Number: TC185  
Item Number: 354  
Date of Sale: 3/16/2010

The undersigned claimant, Global Discoveries, Ltd., claims \$156,056.00+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 30<sup>th</sup> day of JUNE, 2010 at Modesto, California.

By: [Signature]  
Jed Byerly, Chief Operating Officer  
Global Discoveries, Ltd. Tax ID # [REDACTED]  
P.O. Box 1748  
Modesto, CA 95353-1748  
(209) 593-3913

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of California )

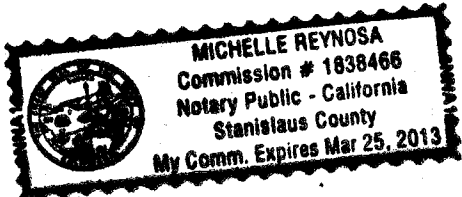
County of Stanislaus )

On 6-30-2010 before me, Michelle Reynosa, Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.  
[Signature] (seal)  
Signature of Notary Public



**CERTIFIED MAIL<sup>SM</sup>**

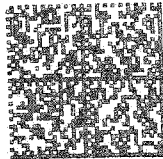


7009 3410 0001 7917 7248



**\$ 006.15<sup>0</sup>**

02 1P  
0003945878 JUL 02 2010  
MAILED FROM ZIP CODE 95354



Global Discoveries  
1120 13th Street, Suite A  
Modesto, CA 95354



Desiree Taylor  
Treasurer & Tax Collector  
RIVERSIDE COUNTY  
4080 Lemon St. 4th Floor  
Riverside, CA 92502

**RECEIVED**  
JUL 07 2010  
TREASURER-TAX COLLECTOR  
DATA / MAIL ROOM