

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRAMOS DATE 10/1/15

Department Concurrence

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

656A




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

**SUBMITTAL DATE:**  
**OCT 01 2015**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 112. Last assessed to: Mercedes Hernandez, a married man as his sole and separate property and Sixto G. Hernandez, a married man as his sole and separate property, as joint tenants. District 2 [\$0].

**RECOMMENDED MOTION:** That the Board of Supervisors:  
 1. Deny the claim from BAC Home Loan Servicing, LP for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 213092024-3;  
 (continued on page two)

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

  
 Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b>				Budget Adjustment: N/A	
				For Fiscal Year: 15/16	

**C.E.O. RECOMMENDATION:**  
 APPROVE  
 BY: Samuel Wong  
 County Executive Office Signature Samuel Wong

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: November 3, 2015  
 xc: Treasurer

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

Prev. Agn. Ref.: District: 2 Agenda Number:

9-4

A-30  
 Positions Added  
 Change Order  
 4/5 Vote

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 112. Last assessed to: Mercedes Hernandez, a married man as his sole and separate property and Sixto G. Hernandez, a married man as his sole and separate property, as joint tenants. District 2 [\$0].

**DATE:** OCT 01 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.
3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$2,073.07 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

**BACKGROUND:**

**Summary (continued)**

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any parties of interest.
- Used Accurint (people finder) to notify any new addresses that may be listed for our parties of interest.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on May 11, 2012.

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

1. Claim from BAC Home Loan Servicing, LP based on a Deed of Trust recorded December 8, 2005 as Instrument No. 2005-1015604.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that BAC Home Loan Servicing, LP be denied since they were unable to substantiate their claim. Since there are no other claimants the unclaimed excess proceeds in the amount of \$2,073.07 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

**Impact on Citizens and Businesses**

The excess proceeds are being transferred to the county general fund.

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

A copy of the Excess Proceeds Claim form and supporting documentation are attached.

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 112 Assessment No.: 213092024-3

Assessee: HERNANDEZ, MERCEDEZ & SIXTO G

Situs:

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 2531.32 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. 2005-1015604; recorded on 12/8/2005. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Deed of Trust, Assignment to Deed of Trust, Power of Attorney  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Executed this 14<sup>TH</sup> day of AUGUST, 2012 at LOS ANGELES, CALIFORNIA  
County, State

  
Signature of Claimant

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

Michael Bentley c/o BAC Home Loan Servicing, LP  
Print Name

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

177 Holston Dr. Mail Stop: CA-911-01-03  
Street Address

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

Lancaster, CA 93536  
City, State, Zip

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

661-951-5162  
Phone Number

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

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 14th  
day of August, 2012, by \_\_\_\_\_  
Michael Bentley, Vice President  
proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature TERRI LYNN OLSEN

SECURITY UNION TITLE

Recording Requested By:  
W. NAKADAIRA

DOC # 2005-1015604  
12/08/2005 08:00A Fee:96.00  
Page 1 of 30  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.

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

Prepared By:  
DYLAN HUGUES

50040211

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4530407  
[Escrow/Closing #]

00012142918711005  
[Doc ID #]

T  
CC

96

DEED OF TRUST

MIN 1000157-0006169304-6



.610 121429187 D2 001 001

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 NOVEMBER 23, 2005, together with all Riders to this document.

(B) "Borrower" is

MERCEDEZ HERNANDEZ, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY, AND SIXTO G HERNANDEZ, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY, AS JOINT TENANTS

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

Page 1 of 16

Initials: MH S.G.H

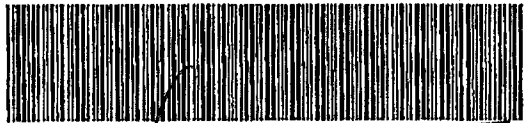
VMP -6A(CA) (0207) CHL (09/02)(d) VMP MORTGAGE FORMS - (800)521-7291  
CONV/VA

Form 3005 1/01

B.M. M.S.H



\* 2 3 9 9 1 \*



\* 1 2 1 4 2 9 1 8 7 0 0 0 0 0 1 0 0 6 A \*

"Certified to be a true and exact copy of the original instrument of the State of California."  
By: [Signature]

2/3-092-024-3  
2/3-092-025-4

Borrower's address is

3296 LIME STREET AND 3359, 3369, 3RD STREET, RIVERSIDE, CA 92501-0904

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

AMERICA'S WHOLESALE LENDER

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

P.O. Box 10219, Van Nuys, CA 91410-0219

(D) "Trustee" is

CTC REAL ESTATE SERVICES

400 COUNTRYWIDE WAY, MSN SV-88, SIMI VALLEY CA 93065 , ,

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

(F) "Note" means the promissory note signed by Borrower and dated NOVEMBER 23, 2005 . The Note states that Borrower owes Lender FOUR HUNDRED TWENTY FOUR THOUSAND and 00/100

Dollars (U.S. \$ 424, 000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2035 .

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

(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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 2130920254

which currently has the address of

3296 LIME STREET AND 3359, 3369, 3RD STREET, RIVERSIDE

[Street/City]

California 92501-0904 ("Property Address");

[Zip Code]

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

DOC ID #: 00012142918711005

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:

\_\_\_\_\_

Mercedes Hernandez (Seal)  
MÉRCEDEZ HERNANDEZ -Borrower

\_\_\_\_\_

Sixto G Hernandez (Seal)  
SIXTO G. HERNANDEZ -Borrower

Belem Martinez (Seal)  
witnesses

Magia Santos Hernandez (Seal)  
witnesses

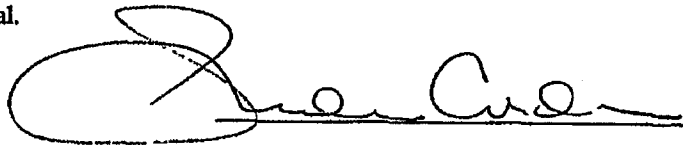
State of California  
County of ORANGE

} ss.

On NOVEMBER 28, 2005 before me, SANDRA CORDOVA, NOTARY PUBLIC  
MERCEDEZ HERNANDEZ AND SIXTO G. HERNANDEZ personally appeared

, 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.

 (Seal)



**1-4 FAMILY RIDER**  
**(Assignment of Rents)**

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423

Prepared By:  
DYLAN HUGUES

4530407  
[Escrow/Closing #]

00012142918711005  
[Doc ID #]

**MULTISTATE 1 - 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

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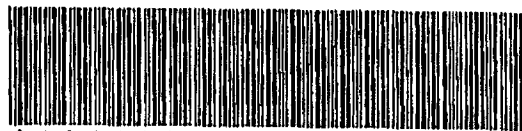
VMP Mortgage Solutions, Inc. (800)521-7291

Initials: *M.H. - B.M.*  
Form 3170 1/01

*SGH MSH*



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DOC ID #: 00012142918711005

THIS 1-4 FAMILY RIDER is made this TWENTY-THIRD day of NOVEMBER, 2005, 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 AMERICA'S WHOLESALE LENDER

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

3296 LIME STREET AND 3359,3369, 3RD STREET, RIVERSIDE, CA  
92501-0904  
[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

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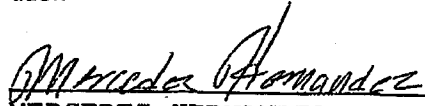
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.


**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

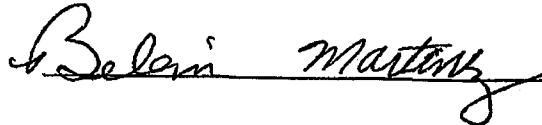



DOC ID #: 00012142918711005

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

  
MERCEDEZ HERNANDEZ (Seal)  
- Borrower

  
SIXTO G. HERNANDEZ (Seal)  
- Borrower

  
Belen Martinez (Seal)  
- Borrower

  
Maria Santos Hernandez (Seal)  
- Borrower

## ADJUSTABLE RATE RIDER

(PayOption MTA Twelve Month Average Index - Payment Caps)

4530407  
[Escrow/Closing #]

00012142918711005  
[Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this TWENTY-THIRD day of NOVEMBER, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AMERICA'S WHOLESALE LENDER

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

3296 LIME STREET AND 3359, 3369  
3RD STREET, RIVERSIDE, CA 92501-0904  
[Property Address]

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

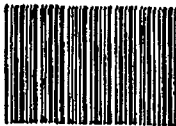
**ADDITIONAL COVENANTS:** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

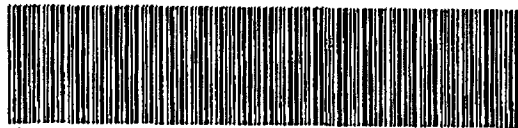
The Note provides for changes in the interest rate and the monthly payments, as follows:

• PayOption MTA ARM Rider  
1E310-XX (09/05)(d)

Page 1 of 6



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**2. INTEREST****(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first monthly payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 1.500%. Additional days interest collected prior to the first monthly payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at a yearly rate of 1.500%. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by this Section 2 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

**(B) Interest Rate Change Dates**

The interest rate I will pay may change on the first \_\_\_\_\_ day of JANUARY, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

**(C) Index**

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

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

**(D) Calculation of Interest Rate Changes**

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE & 45/100 percentage point(s) ( 3.450 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950%. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

**3. PAYMENTS****(A) Time and Place of Payments**

I will make a payment every month.

I will make my monthly payments on the FIRST day of each month beginning on January, 2006. I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under the Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 01, 2035, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

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

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

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 1,463.31, unless adjusted under Section 3 (F).

**(C) Payment Change Dates**

My monthly payment may change as required by Section 3(D) below beginning on the first day of JANUARY, 2007, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

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

**(D) Calculation of Monthly Payment Changes**

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500% of my prior monthly payment. This 7.500% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment.

**(E) Additions to My Unpaid Principal**

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

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

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

**(G) Required Full Payment**

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

**(H) Payment Options**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_

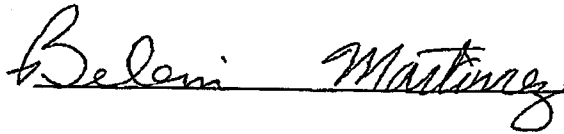
MERCEDEZ HERNANDEZ

-Borrower

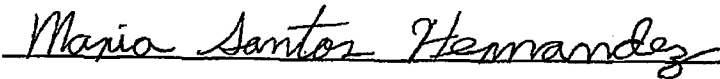
  
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SIXTO G. HERNANDEZ

-Borrower

  
\_\_\_\_\_

-Borrower

  
\_\_\_\_\_

-Borrower

Prepared by: DYLAN HUGUES

**AMERICA'S WHOLESALE LENDER**

DATE: 11/23/2005

CASE #:

DOC ID #: 00012142918711005

BORROWER: MERCEDEZ HERNANDEZ

PROPERTY ADDRESS: 3296 LIME STREET AND 3359, 3369  
3RD STREET, RIVERSIDE, CA 92501-0904

Branch #: 0000908

6 HUTTON CENTRE #100

SANTA ANA, CA 92707

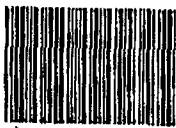
Phone: (714)667-2367

Br Fax No.: (714)850-1214

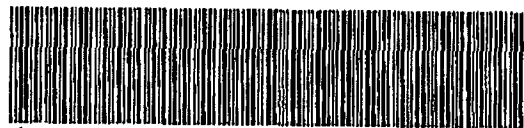
**LEGAL DESCRIPTION EXHIBIT A**

FHA/VA/CONV

- Legal Description Exhibit A
- 1C404-XX (04/03)(d)



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## DESCRIPTION

### PARCEL 1:

THAT PORTION OF BLOCK 2, RANGE 3 OF THE TOWN OF RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHERLY LINE OF THIRD STREET 140 FEET WEST OF THE SOUTHEAST CORNER OF BLOCK 2, RANGE 3, AS SHOWN BY MAP OF THE TOWN OF RIVERSIDE, RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE AT A RIGHT ANGLE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF MULBERRY STREET, 122 FEET; THENCE AT A RIGHT ANGLE WEST AND PARALLEL WITH THE NORTHERLY LINE OF THIRD STREET, 40 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF MULBERRY STREET, 122 FEET TO THE NORTHERLY LINE OF THIRD STREET; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF THIRD STREET, 40 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING: COMMENCING AT A POINT ON THE NORTHERLY LINE OF THIRD STREET, 140 FEET WEST OF THE SOUTHEAST CORNER OF BLOCK 2, RANGE 3, AS SHOWN BY MAP OF THE TOWN OF RIVERSIDE, RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE AT A RIGHT ANGLE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF MULBERRY STREET, 67 FEET; THENCE AT A RIGHT ANGLE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF THIRD STREET, 39 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF MULBERRY STREET, 67 FEET TO THE WESTERLY LINE OF THIRD STREET; THENCE EASTERLY ALONG THE NORTHERLY LINE OF THIRD STREET, 39 FEET TO THE POINT OF BEGINNING.

### PARCEL 2:

THAT PORTION OF BLOCK 2, RANGE 3 OF THE TOWN OF RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHERLY LINE OF THIRD STREET, 180 FEET WEST OF THE SOUTHEAST CORNER OF BLOCK 2, RANGE 3, AS SHOWN BY THE ABOVE DESCRIBED MAP; THENCE AT A RIGHT ANGLE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF MULBERRY STREET, 122 FEET; THENCE AT A RIGHT ANGLE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF THIRD STREET, 10 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF MULBERRY STREET, 122 FEET TO THE NORTHERLY LINE OF THE THIRD STREET; THENCE EASTERLY ALONG THE NORTHERLY LINE OF THIRD STREET, 10 FEET TO THE POINT OF BEGINNING.

### PARCEL 3:

THAT PORTION OF BLOCK 2, RANGE 3 OF THE TOWN OF RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF BLOCK 2, RANGE 3, AS SHOWN BY MAP OF THE TOWN OF RIVERSIDE RECORDED IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE RUNNING NORTHERLY ALONG THE EASTERLY LINE OF LIME STREET, 50 FEET; THENCE AT A RIGHT ANGLE EASTERLY 140 FEET TO A 10 FOOT ALLEY; THENCE AT A RIGHT ANGLE SOUTHERLY AND PARALLEL WITH LIME STREET, 50 FEET TO THE NORTHERLY LINE OF THIRD STREET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF THIRD STREET, 140 FEET TO THE POINT OF BEGINNING. EXCEPTING FROM THE ABOVE DESCRIBED PARCELS THAT PORTION GRANTED TO THE CITY OF RIVERSIDE IN DEED RECORDED JANUARY 16, 1970 AS INSTRUMENT NO. 4783, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS: THAT PORTION OF BLOCK 2, RANGE 3 OF THE TOWN OF RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID

## DESCRIPTION

BLOCK; THENCE NORTH 29 DEGREES 05 MINUTES 49 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID BLOCK A DISTANCE OF 8.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.50 FEET; THE INITIAL RADIAL LINE TO SAID CURVE BEARS SOUTH 61 DEGREES 09 MINUTES 16 SECONDS WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31 DEGREES 59 MINUTES 32 SECONDS, AN ARC DISTANCE OF 11.45 FEET TO A LINE PARALLEL WITH AND 5 FEET NORTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO, THE SOUTHWESTERLY LINE OF SAID BLOCK; THENCE SOUTH 60 DEGREES 50 MINUTES 16 SECONDS EAST, ALONG SAID PARALLEL LINE, 141.38 FEET TO THE NORTHWESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO HENRY R. RAINWATER ET UX BY DEED RECORDED NOVEMBER 12, 1965 AS INSTRUMENT NO. 128437, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 29 DEGREES 06 MINUTES 44 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 5 FEET TO THE SOUTHWESTERLY LINE OF SAID BLOCK; THENCE NORTH 60 DEGREES, 50 MINUTES, 16 SECONDS WEST, ALONG SAID SOUTHWESTERLY LINE 152.23 FEET TO THE POINT OF BEGINNING.

# **BAC Tax Services Corporation**

177 Holston Drive  
CA0-911-01-03  
Lancaster, CA 93536  
(866)501-8695 Ext 5554  
Fax: 877-353-2898  
Email: [Elizabeth.Liz.Torres@bankofamerica.com](mailto:Elizabeth.Liz.Torres@bankofamerica.com)

**August 14, 2012**

**Don Kent, Treasurer- Tax Collector  
Riverside County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501**

**RE: Property Address: 3296 Line St & 3359, 3369 3<sup>rd</sup> S  
Riverside, CA 92501  
Borrower/Ln#: Mercedes & Sixto Hernandez  
Assessment No: 213092024-3**

**Dear Sir/Madam:**

Please find attached Application for Excess Proceeds along with the required documents.

The Hernandez's originally executed a Security Deed on the property in favor of CTC Real Estate Services, as a trustee for Lender America's Wholesale Lender. CTC Real Estate Services subsequently transferred the subject mortgage to The Bank of New York Mellon and as such, the servicing of the subject mortgage was transferred to BAC Home Loans Servicing, LP. All documents are attached within.

I would appreciate it if you would return a check for excess funds to me at the below address in the amount of \$ 2,531.32, made payable to BAC Home Loan Servicing, LP

Thank you in advance for your assistance with this matter. Please let me know if you have any questions or comment.

Sincerely,

Elizabeth Torres for Michael Bentley  
Tax Sales Recovery Unit  
BAC Tax Service Corporation

AP

# STATEMENT OF AMOUNT DUE AND OWING

I, Michael Bentley, do hereby state that the initial amount of the lien or security interest against parcel number 213092024-3 is \$ 424,000.00. The total amount in payments received is \$ 143,982.91, and the total amount still due and owing, including interest up to, but not beyond the date of the sale, May 11, 2012, is \$ 475,583.19.

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

Date:

August 14, 2012

Signature:

Michael Bentley

Name (Print)

Michael Bentley

Address:

177 Holston Dr.

Mail Stop: CA0-911-01-03

Lancaster, CA 93536

## ACKNOWLEDGMENT

State of

CALIFORNIA

County of

LOS ANGELES

On AUGUST 14<sup>TH</sup>, 2012 before me, TERRI LYNN OLSEN, NOTARY PUBLIC, personally appeared MICHAEL BENTLEY, VICE PRESIDENT, 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

TERRI LYNN OLSEN

Notary Signature

(Seal)





Account Number: XXXXXXXXXX Property Address:  
 Statement Period: 11/2005 - 08/2012 3296 LIME ST & 3359,3369  
 Date Prepared: 08/14/2012 3RD S

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
<b>Beginning Balance</b>										
12/08/2005	MISC. POSTING	-104.52	12/2005	424,000.00	-104.52	.00	.00	.00	.00	.00
12/08/2005	INITIAL INS DEP	926.64	12/2005	424,000.00	.00	926.64	.00	.00	.00	.00
12/08/2005	INITIAL TAX DEP	293.94	12/2005	424,000.00	.00	293.94	.00	.00	.00	.00
12/30/2005	INTEREST ON ESC	1.67	12/2005	424,000.00	.00	1,220.58	.00	.00	.00	.00
01/13/2006	REGULAR PAYMENT	1,726.12	01/2006	933.31	530.00	262.81	.00	.00	.00	.00
02/10/2006	REGULAR PAYMENT	1,726.12	02/2006	423,066.69	2,423.82	1,485.06	.00	.00	.00	.00
03/13/2006	REGULAR PAYMENT	1,726.12	03/2006	-960.51	2,517.66	262.81	.00	.00	.00	.00
03/24/2006	COUNTY TAX PMT	-2,097.16	03/2006	424,027.20	.00	2,010.68	.00	.00	.00	.00
04/07/2006	REGULAR PAYMENT	1,726.12	04/2006	425,081.55	2,568.20	-86.48	.00	.00	.00	.00
05/09/2006	REGULAR PAYMENT	1,726.12	05/2006	426,186.44	2,619.27	262.81	.00	.00	.00	.00
05/12/2006	HAZARD INS PMT	-854.69	05/2006	-1,155.96	.00	439.14	.00	.00	.00	.00
06/07/2006	REGULAR PAYMENT	1,726.12	06/2006	427,342.40	2,670.89	-415.55	.00	.00	.00	.00
07/10/2006	REGULAR PAYMENT	1,859.48	07/2006	427,342.40	2,723.08	262.81	.00	.00	.00	.00
07/18/2006	HAZARD INS PMT	-478.87	07/2006	428,549.98	.00	-152.74	.00	.00	.00	.00
07/18/2006	HAZARD INS PMT	-464.43	07/2006	-1,259.77	.00	396.17	.00	.00	.00	.00
				429,809.75		243.43				
				429,809.75		-478.87				
				429,809.75		-235.44				
				429,809.75		-464.43				
				429,809.75		-699.87				



Account Number: XXXXXXXXXX Property Address:  
 Statement Period: 11/2005 - 08/2012 3296 LIME ST & 3359,3369  
 Date Prepared: 08/14/2012 3RD S

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
08/08/2006	ADDL INS PMT	-6.52	07/2006	.00	.00	-6.52	.00	.00	.00	.00
				429,809.75		-706.39			.00	.00
08/11/2006	MISC. POSTING	1,859.48	07/2006	.00	.00	1,859.48	.00	.00	.00	.00
				429,809.75		1,153.09			.00	.00
08/14/2006	MISC. POSTING	-1,859.48	07/2006	.00	.00	-1,859.48	.00	.00	.00	.00
				429,809.75		-706.39			.00	.00
08/14/2006	REGULAR PAYMENT	1,859.48	08/2006	-1,312.54	2,775.85	396.17	.00	.00	.00	.00
				431,122.29		-310.22			.00	.00
09/11/2006	REGULAR PAYMENT	1,859.48	09/2006	-1,365.93	2,829.24	396.17	.00	.00	.00	.00
				432,488.22		85.95			.00	.00
10/11/2006	REGULAR PAYMENT	1,875.64	10/2006	-1,419.94	2,863.25	412.33	.00	.00	.00	.00
				433,908.16		498.28			.00	.00
10/30/2006	HAZARD INS PMT	-660.93	10/2006	.00	.00	-660.93	.00	.00	.00	.00
				433,908.16		-162.65			.00	.00
11/08/2006	REGULAR PAYMENT	1,875.64	11/2006	-1,474.61	2,937.92	412.33	.00	.00	.00	.00
				435,382.77		249.68			.00	.00
11/30/2006	COUNTY TAX PMT	-2,126.09	11/2006	.00	.00	-2,126.09	.00	.00	.00	.00
				435,382.77		-1,876.41			.00	.00
12/04/2006	HAZARD INS PMT	-708.00	11/2006	.00	.00	-708.00	.00	.00	.00	.00
				435,382.77		-2,584.41			.00	.00
12/13/2006	REGULAR PAYMENT	1,875.64	12/2006	-1,529.95	2,993.26	412.33	.00	.00	.00	.00
				436,912.72		-2,172.08			.00	.00
12/29/2006	INTEREST ON ESC	8.98	12/2006	.00	.00	8.98	.00	.00	.00	.00
				436,912.72		-2,163.10			.00	.00
01/10/2007	REGULAR PAYMENT	1,965.39	01/2007	-1,430.71	3,003.77	412.33	.00	.00	.00	.00
				438,343.43		-1,750.77			.00	.00
01/23/2007	HAZARD INS PMT	-497.39	01/2007	.00	.00	-497.39	.00	.00	.00	.00
				438,343.43		-2,248.16			.00	.00



Property Address:  
3296 LIME ST & 3359,3369  
3RD S

Account Number: [REDACTED]  
Statement Period: 11/2005 - 08/2012  
Date Prepared: 08/14/2012

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
02/09/2007	REGULAR PAYMENT	2,411.41	02/2007	-1,486.21 <b>439,829.64</b>	3,059.27	838.35 <b>-1,409.81</b>	.00	.00	.00	.00
03/12/2007	REGULAR PAYMENT	2,411.41	03/2007	-1,496.58 <b>441,326.22</b>	3,069.64	838.35 <b>-571.46</b>	.00	.00	.00	.00
03/30/2007	COUNTY TAX PMT	-2,126.09	03/2007	.00 <b>441,326.22</b>	.00	-2,126.09 <b>-2,697.55</b>	.00	.00	.00	.00
04/11/2007	REGULAR PAYMENT	2,411.41	04/2007	-1,507.03 <b>442,833.25</b>	3,080.09	838.35 <b>-1,859.20</b>	.00	.00	.00	.00
05/10/2007	REGULAR PAYMENT	2,411.41	05/2007	-1,563.68 <b>444,396.93</b>	3,136.74	838.35 <b>-1,020.85</b>	.00	.00	.00	.00
06/11/2007	MISC. POSTING	2,411.41	05/2007	.00 <b>444,396.93</b>	.00	2,411.41 <b>1,390.56</b>	.00	.00	.00	.00
07/11/2007	REGULAR PAYMENT	2,441.53	06/2007	-1,574.75 <b>445,971.68</b>	3,147.81	838.35 <b>2,228.91</b>	.00	.00	30.12 <b>-48.53</b>	.00
08/10/2007	HAZARD INS PMT	-452.43	06/2007	.00 <b>445,971.68</b>	.00	-452.43 <b>1,776.48</b>	.00	.00	.00	.00
08/13/2007	REGULAR PAYMENT	2,411.41	07/2007	-1,585.91 <b>447,557.59</b>	3,158.97	711.17 <b>2,487.65</b>	.00	.00	48.53 <b>.00</b>	78.65 <b>78.65</b>
08/13/2007	PAYMENT REVERSAL	-2,411.41	06/2007	1,585.91 <b>445,971.68</b>	-3,158.97	-711.17 <b>1,776.48</b>	.00	.00	-48.53 <b>-48.53</b>	-78.65 <b>.00</b>
08/13/2007	PAYMENT REVERSAL	-2,441.53	05/2007	1,574.75 <b>444,396.93</b>	-3,147.81	-838.35 <b>938.13</b>	.00	.00	-30.12 <b>.00</b>	.00 <b>.00</b>
08/13/2007	MISC. POSTING	-2,411.41	05/2007	.00 <b>444,396.93</b>	.00	-2,411.41 <b>-1,473.28</b>	.00	.00	.00	.00
08/13/2007	REGULAR PAYMENT	2,411.41	06/2007	-1,574.75 <b>445,971.68</b>	3,147.81	838.35 <b>-634.93</b>	.00	.00	.00	.00
08/13/2007	REGULAR PAYMENT	2,411.41	07/2007	-1,585.91 <b>447,557.59</b>	3,158.97	711.17 <b>76.24</b>	.00	.00	.00	127.18 <b>127.18</b>



Account Number: XXXXXXXXXX Property Address: 3296 LIME ST & 3359, 3369  
 Statement Period: 11/2005 - 08/2012  
 Date Prepared: 08/14/2012 3RD S

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
08/13/2007	REGULAR PAYMENT	2,284.23	08/2007	-1,597.14 448,154.73	3,170.20	711.17 787.41	.00	.00	.00	.00 127.18
08/13/2007	MISC. POSTING	127.18	08/2007	127.18 448,027.55	.00	.00	.00	.00	.00	.00 127.18
08/13/2007	MISC. POSTING	30.12	08/2007	30.12 448,997.43	.00	.00	.00	.00	.00	.00 127.18
08/13/2007	HAZARD INS PMT	-452.43	08/2007	.00 448,997.43	.00	-452.43 334.98	.00	.00	.00	.00 127.18
08/15/2007	HAZ INS CREDIT	157.00	08/2007	.00 448,997.43	.00	157.00 491.98	.00	.00	.00	.00 127.18
08/29/2007	HAZARD INS PMT	-765.84	08/2007	.00 448,997.43	.00	-765.84 -273.86	.00	.00	.00	.00 127.18
08/30/2007	HAZ INS CREDIT	452.43	08/2007	.00 448,997.43	.00	452.43 178.57	.00	.00	.00	.00 127.18
09/10/2007	MISC. POSTING	-127.18	08/2007	.00 448,997.43	.00	.00	.00	.00	.00	.00 -127.18
09/10/2007	REGULAR PAYMENT	2,284.23	09/2007	-1,607.34 450,604.77	3,180.40	711.17 889.74	.00	.00	.00	.00 .00
09/10/2007	MISC. POSTING	127.18	09/2007	127.18 450,477.59	.00	.00	.00	.00	.00	.00 .00
09/27/2007	ADDL INS PMT	-128.28	09/2007	.00 450,477.59	.00	-128.28 761.46	.00	.00	.00	.00 .00
10/15/2007	REGULAR PAYMENT	2,284.23	10/2007	-1,570.90 452,048.49	3,143.96	711.17 1,472.63	.00	.00	.00	.00 .00
11/08/2007	REGULAR PAYMENT	2,284.23	11/2007	-1,581.86 453,630.35	3,154.92	711.17 2,183.80	.00	.00	.00	.00 .00
11/30/2007	COUNTY TAX PMT	-2,152.86	11/2007	.00 453,630.35	.00	-2,152.86 30.94	.00	.00	.00	.00 .00





Account Number: [REDACTED]  
 Statement Period: 11/2005 - 08/2012  
 Date Prepared: 08/14/2012

Property Address:  
 3296 LIME ST & 3359,3369  
 3RD S

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
12/11/2007	REGULAR PAYMENT	2,284.23	12/2007	-1,592.90 455,223.25	3,165.96	711.17 742.11	.00	.00	.00 .00	.00 .00
12/31/2007	INTEREST ON ESC	13.74	12/2007	.00	.00	13.74	.00	.00	.00	.00
01/04/2008	HAZARD INS PMT	-511.75	12/2007	455,223.25	.00	755.85	.00	.00	.00	.00
01/14/2008	REGULAR PAYMENT	2,402.21	01/2008	.00 -1,438.62 455,223.25	3,129.66	-511.75 244.10	.00	.00	.00 .00	.00 .00
02/13/2008	REGULAR PAYMENT	2,402.21	02/2008	-1,438.62 456,661.87	3,091.98	711.17 955.27	.00	.00	.00	.00
03/13/2008	REGULAR PAYMENT	2,402.21	03/2008	-1,400.94 458,062.81	3,053.75	711.17 2,377.61	.00	.00	.00	.00
03/31/2008	COUNTY TAX PMT	-2,152.86	03/2008	-1,362.71 459,425.52	.00	711.17 2,377.61	.00	.00	.00	.00
04/11/2008	REGULAR PAYMENT	2,270.08	04/2008	.00 459,425.52	2,967.12	-2,152.86 224.75	.00	.00	.00	.00
05/09/2008	REGULAR PAYMENT	2,270.08	05/2008	-1,276.08 460,701.60	2,879.39	579.04 803.79	.00	.00	.00	.00
06/13/2008	REGULAR PAYMENT	2,270.08	06/2008	-1,188.35 461,889.95	2,790.59	579.04 1,382.83	.00	.00	.00	.00
07/10/2008	REGULAR PAYMENT	2,270.08	07/2008	-1,099.55 462,989.50	2,700.77	579.04 1,961.87	.00	.00	.00	.00
07/31/2008	HAZARD INS PMT	-610.20	07/2008	-1,009.73 463,999.23	.00	579.04 2,540.91	.00	.00	.00	.00
08/14/2008	REGULAR PAYMENT	2,270.08	08/2008	.00 463,999.23	2,610.00	-610.20 1,930.71	.00	.00	.00	.00
08/21/2008	HAZARD INS PMT	-878.51	08/2008	-918.96 464,918.19	.00	579.04 2,509.75	.00	.00	.00	.00
				464,918.19		-878.51 1,631.24				



Account Number: [REDACTED]  
 Statement Period: 11/2005 - 08/2012  
 Date Prepared: 08/14/2012

Property Address:  
 3296 LIME ST & 3359,3369  
 3RD S

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
09/12/2008	REGULAR PAYMENT	2,270.08	09/2008	-827.27 465,745.46	2,518.31	579.04 2,210.28	.00	.00	.00	.00
10/10/2008	REGULAR PAYMENT	2,270.08	10/2008	-734.72 466,480.18	2,425.76	579.04 2,789.32	.00	.00	.00	.00
10/27/2008	HAZ INS CREDIT	658.33	10/2008	.00 466,480.18	.00	658.33 3,447.65	.00	.00	.00	.00
11/14/2008	REGULAR PAYMENT	2,270.08	11/2008	-689.95 467,170.13	2,380.99	579.04 4,026.69	.00	.00	.00	.00
11/28/2008	COUNTY TAX PMT	-2,209.53	11/2008	.00 467,170.13	.00	-2,209.53 1,817.16	.00	.00	.00	.00
12/16/2008	REGULAR PAYMENT	2,270.08	12/2008	-596.15 467,766.28	2,287.19	579.04 2,396.20	.00	.00	.00	.00
12/31/2008	INTEREST ON ESC	37.36	12/2008	.00 467,766.28	.00	37.36 2,433.56	.00	.00	.00	.00
01/06/2009	HAZARD INS PMT	-534.53	12/2008	.00 467,766.28	.00	-534.53 1,899.03	.00	.00	.00	.00
03/03/2009	MISC. POSTING	.00	12/2008	-1,737.12 469,503.40	.00	1,737.12 3,636.15	.00	.00	.00	.00
03/03/2009	PRINCIPAL ADJUST.	-6,437.02	03/2009	-6,437.02 475,940.42	.00	.00 3,636.15	.00	.00	.00	.00
03/03/2009	DUE DATE ADJUST.	.00	03/2009	.00 475,940.42	.00	.00 3,636.15	.00	.00	.00	.00
03/12/2009	MISC. POSTING	.00	03/2009	357.22 475,583.20	.00	-357.22 3,278.93	.00	.00	.00	.00
03/19/2009	COUNTY TAX PMT	-2,209.53	03/2009	.00 475,583.20	.00	-2,209.53 1,069.40	.00	.00	.00	.00
04/07/2009	REGULAR PAYMENT	1,784.78	04/2009	.00 475,583.20	1,783.89	.89 1,070.29	.00	.00	.00	.00



Account Number: [REDACTED]  
 Statement Period: 11/2005 - 08/2012  
 Date Prepared: 08/14/2012

Property Address:  
 3296 LIME ST & 3359,3369  
 3RD S

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
04/20/2009	SUPPL TAX PMT	-1,843.26	04/2009	.00	.00	-1,843.26	.00	.00	.00	.00
				475,583.20		-772.97			.00	.00
05/08/2009	REGULAR PAYMENT	1,783.44	05/2009	.00	1,783.44	.00	.00	.00	.00	.00
				475,583.20		-772.97			.00	.00
05/22/2009	MISC. POSTING	.01	05/2009	.01	.00	.00	.00	.00	.00	.00
				475,583.19		-772.97			.00	.00
06/12/2009	REGULAR PAYMENT	1,783.44	06/2009	.00	1,783.44	.00	.00	.00	.00	.00
				475,583.19		-772.97			.00	.00
07/14/2009	REGULAR PAYMENT	1,783.44	07/2009	.00	1,783.44	.00	.00	.00	.00	.00
				475,583.19		-772.97			.00	.00
08/13/2009	HAZARD INS PMT	-636.12	07/2009	.00	.00	-636.12	.00	.00	.00	.00
				475,583.19		-1,408.09			.00	.00
08/25/2009	HAZARD INS PMT	-1,036.11	07/2009	.00	.00	-1,036.11	.00	.00	.00	.00
				475,583.19		-2,445.20			.00	.00
09/11/2009	REGULAR PAYMENT	1,783.44	08/2009	.00	1,783.44	.00	.00	.00	.00	.00
				475,583.19		-2,445.20			-89.17	.00
10/14/2009	REGULAR PAYMENT	1,783.44	09/2009	.00	1,783.44	.00	.00	.00	.00	.00
				475,583.19		-2,445.20			-89.17	.00
11/12/2009	MISC. POSTING	1,783.44	09/2009	.00	.00	.00	.00	.00	.00	1,783.44
				475,583.19		-2,445.20			-89.17	1,783.44
11/16/2009	MISC. POSTING	-1,783.44	09/2009	.00	.00	.00	.00	.00	.00	-1,783.44
				475,583.19		-2,445.20			-89.17	.00
11/16/2009	REGULAR PAYMENT	1,783.44	10/2009	.00	1,783.44	.00	.00	.00	.00	.00
				475,583.19		-2,445.20			-89.17	.00
11/25/2009	COUNTY TAX PMT	-2,274.84	10/2009	.00	.00	-2,274.84	.00	.00	.00	.00
				475,583.19		-4,720.04			-89.17	.00
12/16/2009	MISC. POSTING	1,783.44	10/2009	.00	.00	.00	.00	.00	.00	1,783.44
				475,583.19		-4,720.04			-89.17	1,783.44



Account Number: XXXXXXXXXX Property Address: 3296 LIME ST & 3359, 3369  
 Statement Period: 11/2005 - 08/2012  
 Date Prepared: 08/14/2012 3RD S

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
12/17/2009	MISC. POSTING	-1,783.44	10/2009	475,583.19	.00	-4,720.04	.00	.00	.00	-1,783.44
12/17/2009	REGULAR PAYMENT	1,783.44	11/2009	475,583.19	1,783.44	-4,720.04	.00	.00	-89.17	.00
12/31/2009	INTEREST ON ESC	11.55	11/2009	475,583.19	.00	-4,708.49	.00	.00	-89.17	.00
01/14/2010	MISC. POSTING	1,783.44	11/2009	475,583.19	.00	-4,708.49	.00	.00	.00	1,783.44
01/26/2010	MISC. POSTING	-1,783.44	11/2009	475,583.19	.00	-4,708.49	.00	.00	-89.17	1,783.44
01/26/2010	REGULAR PAYMENT	1,783.44	12/2009	475,583.19	1,783.44	-4,708.49	.00	.00	-89.17	.00
02/10/2010	HAZARD INS PMT	-604.65	12/2009	475,583.19	.00	-604.65	.00	.00	.00	.00
02/12/2010	REGULAR PAYMENT	2,945.77	01/2010	475,583.19	1,783.44	-5,313.14	.00	.00	-178.34	.00
03/09/2010	REGULAR PAYMENT	2,870.37	02/2010	475,583.19	1,783.44	-4,418.32	.00	.00	.00	.00
03/25/2010	COUNTY TAX PMT	-2,274.84	02/2010	475,583.19	.00	-2,274.84	.00	.00	.00	192.11
04/19/2010	REGULAR PAYMENT	2,870.37	03/2010	475,583.19	1,783.44	-4,793.67	.00	.00	.00	192.11
05/14/2010	REGULAR PAYMENT	2,887.19	04/2010	475,583.19	1,882.52	-3,789.00	.00	.00	.00	.00
05/14/2010	REGULAR PAYMENT	2,887.19	05/2010	475,583.19	1,882.52	-2,784.33	.00	.00	.00	274.37
05/18/2010	PAYMENT REVERSAL	-2,887.19	04/2010	475,583.19	-1,882.52	-1,004.67	.00	.00	.00	.00
						-3,789.00				274.37



Account Number: [REDACTED]  
 Statement Period: 11/2005 - 08/2012  
 Date Prepared: 08/14/2012  
 Property Address: 3296 LIME ST & 3359,3369 3RD S

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
06/17/2010	REGULAR PAYMENT	2,887.19	05/2010	475,583.19	1,882.52	1,004.67	.00	.00	.00	.00
						-2,784.33				274.37
07/16/2010	REGULAR PAYMENT	2,887.19	06/2010	475,583.19	1,882.52	1,004.67	.00	.00	.00	.00
						-1,779.66				274.37
08/17/2010	REGULAR PAYMENT	2,887.19	07/2010	475,583.19	1,882.52	1,004.67	.00	.00	.00	.00
						-774.99				274.37
08/24/2010	HAZARD INS PMT	-1,036.11	07/2010	475,583.19	.00	-1,036.11	.00	.00	.00	.00
						-1,811.10				274.37
09/10/2010	MISC. POSTING	2,763.72	07/2010	475,583.19	.00	.00	.00	.00	.00	2,763.72
						-1,811.10				3,038.09
09/21/2010	REGULAR PAYMENT	2,887.19	08/2010	475,583.19	1,882.52	1,004.67	.00	.00	.00	.00
						-806.43				3,038.09
09/21/2010	MISC. POSTING	-2,887.19	08/2010	475,583.19	.00	.00	.00	.00	.00	-2,887.19
						-806.43				150.90
09/30/2010	MISC. POSTING	.00	08/2010	475,583.19	.00	150.90	.00	.00	.00	-150.90
						-655.53				.00
10/13/2010	REGULAR PAYMENT	2,857.85	09/2010	475,583.19	1,882.52	881.20	.00	.00	94.13	.00
						225.67			.00	.00
11/15/2010	REGULAR PAYMENT	2,763.72	10/2010	475,583.19	1,882.52	881.20	.00	.00	.00	.00
						1,106.87			.00	.00
11/15/2010	COUNTY TAX PMT	-2,280.14	10/2010	475,583.19	.00	-2,280.14	.00	.00	.00	.00
						-1,173.27			.00	.00
11/15/2010	HAZARD INS PMT	-636.12	10/2010	475,583.19	.00	-636.12	.00	.00	.00	.00
						-1,809.39			.00	.00
12/15/2010	REGULAR PAYMENT	2,763.72	11/2010	475,583.19	1,882.52	881.20	.00	.00	.00	.00
						-928.19			.00	.00
12/31/2010	INTEREST ON ESC	.41	11/2010	475,583.19	.00	.41	.00	.00	.00	.00
						-927.78			.00	.00



Account Number: [REDACTED]  
 Statement Period: 11/2005 - 08/2012  
 Date Prepared: 08/14/2012

Property Address:  
 3296 LIME ST & 3359,3369  
 3RD S

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
01/13/2011	REGULAR PAYMENT	2,763.72	12/2010	475,583.19	1,882.52	881.20	.00	.00	.00	.00
						-46.58				.00
01/19/2011	HAZARD INS PMT	-604.65	12/2010	475,583.19	.00	-604.65	.00	.00	.00	.00
						-651.23				.00
02/11/2011	REGULAR PAYMENT	2,763.72	01/2011	475,583.19	1,882.52	881.20	.00	.00	.00	.00
						229.97				.00
03/07/2011	HAZARD INS PMT	-1,043.00	01/2011	475,583.19	.00	-1,043.00	.00	.00	.00	.00
						-813.03				.00
03/11/2011	MISC. POSTING	2,596.79	01/2011	475,583.19	.00	.00	.00	.00	.00	2,596.79
						-813.03				2,596.79
03/17/2011	COUNTY TAX PMT	-2,280.14	01/2011	475,583.19	.00	-2,280.14	.00	.00	.00	.00
						-3,093.17				2,596.79
04/01/2011	MISC. POSTING	-2,596.79	01/2011	475,583.19	.00	.00	.00	.00	.00	.00
						-3,093.17				2,596.79
04/01/2011	REGULAR PAYMENT	2,596.79	02/2011	475,583.19	1,882.52	707.40	.00	.00	.00	6.87
						-2,385.77				6.87
04/14/2011	REGULAR PAYMENT	2,790.00	03/2011	475,583.19	1,882.52	707.40	.00	.00	.00	200.08
						-1,678.37				206.95
05/16/2011	REGULAR PAYMENT	2,689.00	04/2011	475,583.19	1,981.60	707.40	.00	.00	.00	.00
						-970.97				206.95
05/23/2011	MISC. POSTING	-206.95	04/2011	475,583.19	.00	.00	.00	.00	.00	-206.95
						-970.97				.00
06/10/2011	REGULAR PAYMENT	2,689.00	05/2011	475,583.19	1,981.60	707.40	.00	.00	.00	.00
						-263.57				.00
08/16/2011	HAZARD INS PMT	-1,036.11	05/2011	475,583.19	.00	-1,036.11	.00	.00	.00	.00
						-1,299.68				.00
08/19/2011	HAZARD INS PMT	-806.00	05/2011	475,583.19	.00	-806.00	.00	.00	.00	.00
						-2,105.68				.00



Account Number:   
 Statement Period: 11/2005 - 08/2012   
 Date Prepared: 08/14/2012

Property Address:   
 3296 LIME ST & 3359,3369   
 3RD S

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
09/27/2011	HAZ INS CREDIT	611.12	05/2011	475,583.19	.00	611.12	.00	.00	.00	.00
09/28/2011	HAZ INS CREDIT	611.12	05/2011	475,583.19	.00	-1,494.56	.00	.00	.00	.00
09/28/2011	HAZ INS CREDIT	-611.12	05/2011	475,583.19	.00	-883.44	.00	.00	.00	.00
11/17/2011	COUNTY TAX PMT	-2,301.76	05/2011	475,583.19	.00	-611.12	.00	.00	.00	.00
12/30/2011	INTEREST ON ESC	.30	05/2011	475,583.19	.00	-1,494.56	.00	.00	.00	.00
02/10/2012	HAZARD INS PMT	-604.65	05/2011	475,583.19	.00	-2,301.76	.00	.00	.00	.00
03/15/2012	COUNTY TAX PMT	-2,301.76	05/2011	475,583.19	.00	-3,796.32	.00	.00	.00	.00
					.00	.30	.00	.00	.00	.00
					.00	-3,796.02	.00	.00	.00	.00
					.00	-604.65	.00	.00	.00	.00
					.00	-4,400.67	.00	.00	.00	.00
					.00	-2,301.76	.00	.00	.00	.00
					.00	-6,702.43	.00	.00	.00	.00

**POWER OF ATTORNEY**

The undersigned, as Trustee under the Pooling and Servicing Agreements (as defined below) hereby constitutes and appoints BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP and its authorized officers (collectively, "CHL Servicing") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect (i) a foreclosure of a Mortgage Loan, (ii) the disposition of an REO Property, (iii) an assumption agreement or modification agreement or supplement to the Mortgage Note, Mortgage, or deed of trust, and (iv) a reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of a Mortgage in connection with the transactions contemplated in those certain Pooling and Servicing Agreements (the "Pooling and Servicing Agreement") by and among the undersigned, CHL Servicing, CHL, and CWALT, Inc. The undersigned also grants unto said attorneys-in-fact and agents, and each of them, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i), (ii) and (iii) above, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof. Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Pooling and Servicing Agreements.

THE BANK OF NEW YORK MELLON, as Trustee

Witness: *Kaitlyn F. McEvoy*  
Kaitlyn F. McEvoy

By: *[Signature]*  
Diane Pickett  
Vice President

Witness: *[Signature]*  
Corrie Wagner

By: *Mauro Palladino*  
Mauro Palladino  
Managing Director

STATE OF: New York  
COUNTY OF: Queens

On the 6<sup>th</sup> day of May, 2009, before me Norman Yu, a Notary Public in and for said, personally appeared Diane Pickett, known to me to be as a Vice President, and Mauro Palladino, known to me be a Managing Director of the Bank of New York Mellon, a New York banking corporation that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of said New York banking corporation and acknowledged to me that such New York banking corporation executed the within instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

*Norman Yu*  
Notary Public

Norman Yu  
NOTARY PUBLIC  
STATE OF NEW YORK  
Qualified in Queens County  
LIC# 01YU6183731  
COMM. EXP. 3-24-2012

*[Notary Seal]*  
By: *[Signature]*



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON**, having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoint **BAC Home Loans Servicing LP, f/k/a Countrywide Home Loans Servicing LP**, to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the trusts included on the attached Schedule A, on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is 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 and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

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 and modification agreements.

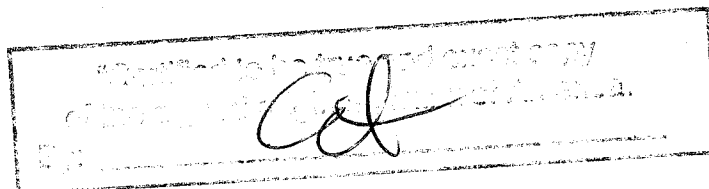
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

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 recession of 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;



c. the taking of a 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; and

9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

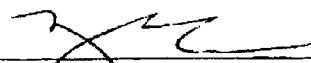
**This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.**

**The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

IN WITNESS WHEREOF, The Bank of New York Mellon, as Trustee, pursuant to that Pooling and Servicing Agreements among the Depositor, the Servicer, and the Trustee, dated as per Schedule A attached, and these present to be signed and acknowledged in its name and behalf by Melissa J. Adelson and AnnMarie Cassano-Raneri its duly elected and authorized Managing Director and Vice President this 27th day of September, 2010.

**The Bank of New York Mellon, f/k/a The Bank of New York, as successor to JPMorgan Chase Bank, N.A. f/k/a JPMorgan Chase Bank, as Trustee for the trusts included on the attached Schedule A**

By:   
Name: Melissa J. Adelson

Title: Managing Director

By:   
Name: AnnMarie Cassano-Raneri

Title: Vice President

Witness:   
Printed Name: Silya Zubataya

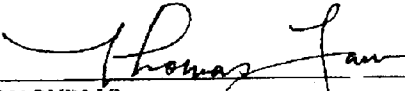
Witness:   
Printed Name: Edward Cofie

ACKNOWLEDGEMENT

STATE OF New York                      §  
   §  
COUNTY OF Kings                      §

Personally appeared before me the above-named Melissa J. Adelson and AnnMarie Cassano-Raneri, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Senior Associate respectively of The Bank of New York Mellon, as Trustee for the list of trusts included on the attached **Schedule A**, and acknowledged that they executed the same as their free act and deed and the free act and deed of The Bank of New York Mellon.

Subscribed and sworn before me this 27th day of September, 2010.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

**THOMAS LAW**  
Notary Public, State of New York  
No. 011A6186772  
Qualified in Kings County  
Commission Expires May 12, 2012

**CERTIFICATE OF ASSISTANT SECRETARY**  
**OF**  
**BANK OF AMERICA, NATIONAL ASSOCIATION**

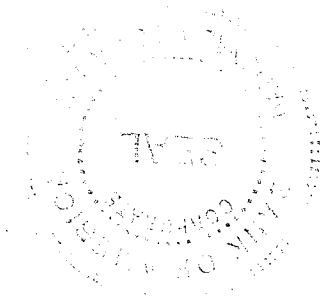
I, Devra Lindgren, hereby certify that:

1. I am a duly elected and acting Assistant Secretary of Bank of America, National Association, a national banking association (the "Association"); and
  
2. Attached hereto as Exhibit A is a true and complete copy of the Association's Amended and Restated Bylaws, dated as of February 24, 2011 (the "Bylaws"), and the Bylaws remain in full force and effect, and have not been amended, rescinded or modified as of the date hereof.

**IN WITNESS WHEREOF**, I have hereunto signed my name and affixed the seal of the Association on this 1st day of June, 2012.

BANK OF AMERICA, NATIONAL  
ASSOCIATION

By: Devra Lindgren  
Devra Lindgren, Assistant Secretary



"Certified to be true and exact copy  
of the original of the Bank of America.  
By: Devra Lindgren"

**EXHIBIT A**  
**AMENDED AND RESTATED BYLAWS**  
**OF**  
**BANK OF AMERICA, NATIONAL ASSOCIATION**  
**As of February 24, 2011**

**ARTICLE I**  
**SHAREHOLDERS**

**Section 1.1. Shareholders' Meetings.** The regular annual meeting of the shareholders of this association for the election of directors and the transaction of whatever other business may properly come before the meeting shall be held at the main banking office of Bank of America, National Association (the "Association") or any other convenient place the Board of Directors may designate, on such date as may be designated by the Board of Directors. Special meetings of the shareholders may be called by the Chairman of the Board, the Chief Executive Officer, the President, or the Secretary, and may be held at such time and place as set out in a notice of meeting.

**Section 1.2. Consent in Lieu of Meeting of Shareholders.** Except as otherwise required by applicable laws and regulations, any action that may be taken at the annual meeting or any special meeting of the shareholders may also be taken without a meeting if a written consent to the action is signed by all of the persons who would be entitled to vote thereon and is filed with the Secretary of the Association as part of the corporate records.

**ARTICLE II**  
**DIRECTORS**

**Section 2.1. General Powers.** The business and affairs of the Association shall be and administered under the direction of its Board of Directors.

**Section 2.2. Number.** The Board of Directors shall consist of not less than five or more than eighteen shareholders of the Association or of any company which has control over the Association, the exact number within such minimum and maximum limits to be determined from time to time by resolution of a majority of the full Board or by resolution of the shareholders.

**Section 2.3. Qualifications.** Each director of the Association, unless otherwise permitted under the laws of the United States, must be a citizen of the United States during the director's entire term of service. Each director must own, in the director's own right and throughout the term of office, capital stock in the Association or in a company that has control of the Association, in such amounts as required by applicable statute or regulation.

**Section 2.4. Nominations.** Nominations for election to the Board of Directors may be made by the Board of Directors or by any shareholder of any outstanding class of capital stock of the Association entitled to vote for the election of directors.

**Section 2.5. Oath and Tenure.** Each person appointed or elected a director of the Association must take the oath of such office in the form prescribed by the Comptroller of the Currency. No person elected or appointed a director of the Association shall exercise the functions of such office until that person has taken such oath. Each director of the Association shall hold office until his or her successor is elected and qualified at the next annual meeting of shareholders or until his or her earlier resignation or removal.

**Section 2.6. Regular Meetings.** As soon after each annual election by the shareholders as practicable, the directors shall meet for the purposes of taking their oath of office, organizing the new Board of Directors, appointing officers and transacting such other business as may come before the meeting. The Board of Directors may hold regular meetings at such time and place as the Board may from time to time determine. Regular meetings may be held without notice.

**Section 2.7. Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board, the President, or any three (3) or more directors. Unless waived, each member of the Board of Directors shall be given notice by telephone or in person, or in writing by telegram, facsimile transmission, hand delivery, courier service, first-class mail, certified mail, express mail, email or other electronic means, stating the time and place of each special meeting.

**Section 2.8. Quorum.** A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. If at the time fixed for the meeting, including the meeting to organize the new Board of Directors following the annual meeting of shareholders, a quorum is not present, the directors in attendance may adjourn the meeting from time to time until a quorum is obtained. Except as otherwise provided herein, a majority of those directors present and voting at any meeting of the Board of Directors shall decide each matter considered.

**Section 2.9. Vacancies.** Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by action of the sole shareholder or by the affirmative vote of a majority of the remaining directors.

**Section 2.10. Consent in Lieu of Meeting of Directors.** Except as otherwise required by applicable laws and regulations, any action that may be taken at a meeting of the Board of Directors may also be taken without a meeting if a written consent to the action is signed by all the directors and is filed with the Secretary of the Association as part of the corporate records.

## ARTICLE III

### COMMITTEES OF THE BOARD

**Section 3.1. Executive Committee.** The Board of Directors may designate four or more directors who shall constitute the Executive Committee of the Association. The Executive Committee, between meetings of the Board of Directors and subject to such limitations as may be required by law or imposed by resolution of the Board of Directors, shall have and may exercise all of the authority of the Board of Directors in the management of the Association. Meetings of the Executive Committee may be held at any time on call of its Chairman or any two members of the

Committee. A majority of the members shall constitute a quorum at all meetings. The Executive Committee shall keep minutes of its proceedings and shall report its actions to the next succeeding meeting of the Board of Directors.

**Section 3.2. Committees.** The Board of Directors may from time to time create or eliminate one or more other committees, including but not limited to Audit, Compensation and Benefits, Corporate Governance, Credit, and Enterprise Risk committees, and appoint members of the Board of Directors to serve on them. Each committee must have one or more members who serve at the pleasure of the Board of Directors, and the Board of Directors shall periodically approve a charter describing the duties of each committee. The provisions of the General Corporation Law of the State of Delaware, as the same now exists or may hereafter be amended (the "DGCL") and these Bylaws that govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors, shall apply to committees and their members as well. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors, except as to the matters which the DGCL specifically excepts from the authority of such committees. Nothing contained in this Section shall preclude the Board of Directors from establishing and appointing any committee, whether of directors or otherwise, not having or exercising the authority of the Board of Directors.

**Section 3.3. Notice.** Unless a committee shall provide otherwise, it shall not be necessary to give notice of any of its regular meetings. Special meetings may be held on call of the Chairman of the Board, the President, or the chairman of the committee in such manner as provided in these Bylaws for calling special meetings of the Board of Directors.

**Section 3.4. Consent in Lieu of Meeting of Committees.** Except as otherwise required by applicable laws and regulations, any action that may be taken at a meeting of a committee of the Board of Directors may be also be taken without a meeting in accordance with the procedures applicable to actions taken by the full Board of Directors.

#### ARTICLE IV

#### OFFICERS AND EMPLOYEES

**Section 4.1. Number.** The officers of the Association may include a Chairman of the Board, a Chief Executive Officer, a President, one or more Vice Chairmen, one or more Division Presidents, one or more Managing Directors, one or more Principals, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as the Board of Directors may elect, or provide for the appointment of, in order to conduct the business and affairs of the Association.

**Section 4.2. Election of Officers.** The officers of the Association shall be elected or appointed annually at the first meeting of the Board of Directors held after each annual meeting of the shareholders in accordance with Section 2.6 of Article II of these Bylaws, or as soon thereafter as is practicable. In addition, other elections or appointment of officers may be held at such other times as may be appropriate by or under authority of the Board of Directors. All officers

shall serve at the pleasure of the Board of Directors, and the Board of Directors may remove any officer at any time with or without cause.

**Section 4.3. Chairman of the Board.** The Board of Directors shall designate one of its members to be Chairman of the Board. Such person shall supervise the carrying out of the policies adopted or approved by the Board of Directors and shall have general executive powers, as well as the specific powers conferred by these Bylaws, and shall perform such other duties as may be conferred or assigned by the Board of Directors. The Chairman of the Board shall preside at meetings of the Board of Directors.

**Section 4.4. Chief Executive Officer.** The Chief Executive Officer, who shall be a member of the Board of Directors, shall be the primary executive officer of the Association and shall have general executive powers and may exercise those powers and carry out the duties of the office of the Chief Executive Officer to the full extent permitted by law. In the absence of the Chairman of the Board, the Chief Executive Officer shall preside at meetings of the Board of Directors.

**Section 4.5. President.** The President, who shall be a member of the Board of Directors, shall have general executive powers and shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the office of President, or imposed by these Bylaws. The President shall also have and may exercise such further powers and duties as from time to time may be conferred or assigned by the Board of Directors. In the absence of the Chairman of the Board and the Chief Executive Officer, the President shall preside at meetings of the Board of Directors.

**Section 4.6. Vice Chairmen and Division Presidents.** The Board of Directors may appoint one or more Vice Chairmen and one or more Presidents of divisions of the Association. Each Vice Chairman and each Division President shall have such duties and authorities as may be prescribed by the Board of Directors or by the officer to whom such Vice Chairman or Division President reports.

**Section 4.7. Managing Directors, Principals and Vice Presidents.** The Board of Directors may appoint one or more Managing Directors, one or more Principals, and one or more Vice Presidents. Categories of Vice Presidents may include, but are not limited to, Group Executive Vice Presidents, Executive Vice Presidents, Senior Vice Presidents, and Assistant Vice Presidents. The Board of Directors may create categories of Managing Directors or Principals. Each Managing Director, each Principal, and each Vice President shall have such duties and authorities as may be prescribed by the Board of Directors or by the officer to whom such Managing Director, Principal or Vice President reports.

**Section 4.8. Secretary.** The Secretary of the Association shall be Secretary of the Board of Directors and shall be responsible for the minute books of the Association. The Secretary shall be custodian of the corporate seal, records, documents and papers of the Association; shall provide for the keeping of reports of the Board of Directors and committees of the Association; may exercise any and all other powers and duties pertaining by law, regulation or practice to the office of Secretary or imposed by these Bylaws; and shall also perform such other duties as may conferred or



assigned from time to time by the Board of Directors. The duties of the Secretary may be performed by any Assistant Secretary.

**Section 4.9. Other Officers.** Each officer of the Association shall have such powers and duties as may be conferred or assigned from time to time by the Board of Directors, the Chairman of the Board, the Chief Executive Officer, or the President, or officers authorized by any one of them. Officers may hold more than one officer position at any given time as permitted by law.

**Section 4.10. Salaries.** The salaries of the officers shall be fixed from time to time by the Board of Directors or under delegated authority of the Board, and no officer shall be prevented from receiving such salary by reason of the fact that the officer is also a director of the Association.

**Section 4.11. Employees Other Than Officers.** The Board of Directors may delegate others to appoint agents and employees other than officers, define their duties, fix their compensation and dismiss them.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

**Section 5.1. Fiscal Year.** The fiscal year of the Association shall be the calendar year.

**Section 5.2. Execution of Instruments.** All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney, and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Association by the Chairman of the Board, the Chief Executive Officer, the President, any Vice Chairman of the Board, any Division President, any Managing Director, any Principal, any Vice President, any Assistant Vice President, or any individual who is listed on the Association's personnel records in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors or any of such designated officers or individuals may direct. The provisions of this Section 5.2 are supplementary to any other provision of these Bylaws and shall not be construed to authorize execution of instruments otherwise dictated by law.

**Section 5.3. Shares of Other Corporations.** The Chairman of the Board, the Chief Executive Officer, the President, any Vice Chairman, any Division President, the Secretary, or such other officers, employees or agents as the Board of Directors or such designated officers may direct, are authorized to vote, represent and exercise on behalf of the Association all rights incident to any and all shares of stock or other ownership interests in any other corporations, associations, limited liability companies, partnerships, or other entities standing in the name of the

Association. The authority herein granted to vote or represent on behalf of the Association any and all ownership interests held by the Association may be exercised either by the individuals in person or by any duly executed proxy or power of attorney.

**Section 5.4. Electronic Meetings.** Subject to the provisions required or permitted by these Bylaws or the Articles of Association of the Association for notice of meetings, shareholders, members of the Board of Directors, or members of any committee designated by such Board, may participate in and hold a meeting of such shareholders, Board of Directors, or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear or otherwise communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 5.5. Waiver of Notice.** Unless otherwise provided by the laws of the United States, any meeting of the shareholders, Board of Directors, or any committee designated by the Board of Directors may be held at any time and without notice if the shareholders, directors, or committee members shall waive notice of the time and place of any such meeting. Attendance at a meeting shall constitute a waiver of notice.

**Section 5.6. Seal and Attestation.** Any officer of the Association is empowered to affix the corporate seal on all documents, and may attest the signature of any person executing an instrument on behalf of the Association. In the execution on behalf of the Association of any instrument, document, writing, notice or paper, it shall not be necessary to affix the corporate seal of the Association thereon, and any such instrument, document, writing, notice or paper when executed without the seal shall be of the same force and effect and as binding on the Association as if the corporate seal had been affixed thereon in each instance.

**Section 5.7. Governing Law.** To the extent not inconsistent with applicable Federal banking statutes and regulations, or bank safety and soundness, the Association shall follow the DGCL for its corporate governance procedures.

## ARTICLE VI

### BYLAWS

**Section 6.1. Inspection.** A copy of the Bylaws, with all amendments thereto, shall at all times be kept in a convenient place at the main office of the Association and shall be open for inspection during bank hours to its sole shareholder.

**Section 6.2. Amendments.** These Bylaws may be amended upon vote of a majority of the entire Board of Directors at any meeting of the Board or by vote of the Association's sole shareholder. No amendment may be made unless the Bylaws, as amended, are consistent with the requirement of the laws of the United States and of the Articles of Association of the Association.

## ARTICLE VII

### CAPITAL STOCK

**Section 7.1. Shares.** Shares of stock of the Association may but need not be represented by certificates. When shares are represented by certificates, the certificates shall be signed by, or shall bear the facsimile signature of, the Chairman of the Board or the President, and the Secretary or an Assistant Secretary of the Association.

**Section 7.2. Transfers.** The Association shall keep a set of records containing the number and class or series of shares held by its sole shareholder.

Adopted June 13, 2005  
Amended December 8, 2009  
Amended February 24, 2011

2551762  
FILED

in the office of the Secretary of State  
of the State of California

APR 14 2003

*Kevin Shelley*

KEVIN SHELLEY, Secretary of State

**STATEMENT AND DESIGNATION  
BY FOREIGN CORPORATION**

Bank of America, National Association

(Name of Corporation)

\_\_\_\_\_, a corporation organized and existing under the  
laws of United States, makes the following statements and designation:  
(State or Place of Incorporation)

1. The address of its principal executive office is 101 South Tryon Street, Charlotte, NC 28255-0001
2. The address of its principal office in the State of California is 555 California Street, San Francisco, CA 94104

**DESIGNATION OF AGENT FOR SERVICE OF PROCESS IN THE STATE OF CALIFORNIA**  
(Complete either Item 3 or Item 4.)

3. (Use this paragraph if the process agent is a natural person.)  
\_\_\_\_\_, a natural person residing in the State of  
California, whose complete address is \_\_\_\_\_  
\_\_\_\_\_, is designated as agent upon whom process directed to  
this corporation may be served within the State of California, in the manner provided by law.

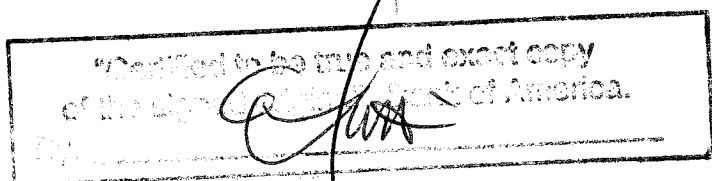
4. (Use this paragraph if the process agent is a corporation.)  
C T Corporation System, a corporation organized and existing  
under the laws of Delaware, is designated as agent upon whom process directed  
to this corporation may be served within the State of California, in the manner provided by law.

**NOTE:** Corporate agents must have complied with California Corporations Code Section 1505 prior to designation.

5. It irrevocably consents to service of process directed to it upon the agent designated above, and to service of process on the Secretary of State of the State of California if the agent so designated or the agent's successor is no longer authorized to act or cannot be found at the address given.

*Rachel R. Cummings*  
(Signature of Corporate Officer)

Rachel R. Cummings  
Corporate Secretary  
Associate General Counsel  
(Typed Name and Title of Officer Signing)





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Comptroller of the Currency  
Administrator of National Banks

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Washington, D.C. 20219

**CERTIFICATE OF CORPORATE EXISTENCE**

I, John D. Hawke, Jr., Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq., as amended, 12 U.S.C. 1, et seq., as amended, has possession, custody and control of all records pertaining to the chartering of all National Banking Associations.

2. "Bank of America, National Association," Charlotte, North Carolina, (Charter No. 13044) is a National Banking Association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this Certificate.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the Treasury Department in the City of Washington and District of Columbia, this March 4, 2003.



*John D. Hawke, Jr.*

---

*Comptroller of the Currency*

STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY

GRAY DAVIS, Governor  
MARIA CONTRERAS-SWEET, Secretary

DEPARTMENT OF FINANCIAL INSTITUTIONS

1810-15<sup>TH</sup> STREET  
SACRAMENTO, CA 95814  
(916) 323-7015  
FAX (916) 324-2011  
<http://www.dfi.ca.gov>



September 10, 2003

Kristin M. Oberheu  
Paralegal  
Bank of America  
Legal Department  
NC1-002-29-01  
101 South Tryon Street  
Charlotte, NC 28255

Re: Bank of America, N.A. – Use of Name in California

Dear Ms. Oberheu:

This responds to your facsimile transmission dated September 9, 2003, concerning your request for a statement that the Commissioner of Financial Institutions ("Commissioner") has no objection to Bank of America, National Association's use of its name for doing business in California.

Financial Code Section 3390, et seq., prohibits any person from engaging in the banking business or from presenting the appearance of engaging in the banking business, unless such person has received a certificate from the Commissioner authorizing it to engage in the banking business. Additionally, Financial Code Section 3392 states that no person which has not received a certificate from the Commissioner authorizing it to engage in the banking business shall transact business under any name or title which contains the word "bank" and which indicates that a person's business is the banking business. In accordance with the representations contained in your letter, please be advised that the Commissioner of Financial Institutions will take no action pursuant to Financial Code Sections 3390 and 3392 for your use of the name "Bank of America, National Association."

If you have any questions regarding this matter, please give me a call.

Very truly yours,

DONALD R. MEYER  
Commissioner of Financial Institutions

By

TONY LEHTONEN  
Senior Counsel

TL53:pjp

cc: K. Michell Livesey, Esq., Staff Counsel, Office of the Secretary of State  
Department of Financial Institutions, San Francisco

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

BANK OF AMERICA, NATIONAL ASSOCIATION

FILE NUMBER: C2551762  
REGISTRATION DATE: 04/14/2003  
TYPE: FOREIGN CORPORATION  
JURISDICTION: UNITED STATES  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is qualified to  
transact intrastate business in the State of California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of April 26, 2012.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

Recording Requested By:  
Bank of America  
Prepared By: Youda Crain  
450 E. Boundary St.  
Chapin, SC 29036  
888-603-9011

When recorded mail to:

CoreLogic  
450 E. Boundary St.  
Attn: Release Dept.  
Chapin, SC 29036



DocID# 10012142918713133

Property Address:

3296 Lime St and 3359, 3369, 3rd Street

Riverside, CA 92501-0904

CA9-ADT 15749240

11/25/2011

This space for Recorder's use

MIN #: 1000157-0006169304-6

MERS Phone #: 888-679-6377

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474 does hereby grant, sell, assign, transfer and convey unto **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-81, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-81** whose address is 101 BARCLAY ST - 4W, NEW YORK, NY 10286 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: **AMERICA'S WHOLESALE LENDER**

Original Borrower(s): **MERCEDEZ HERNANDEZ, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY, AND SIXTO G HERNANDEZ, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY, AS JOINT TENANTS**

Original Trustee: **CTC REAL ESTATE SERVICES**

Date of Deed of Trust: **11/23/2005**

Original Loan Amount: **\$424,000.00**

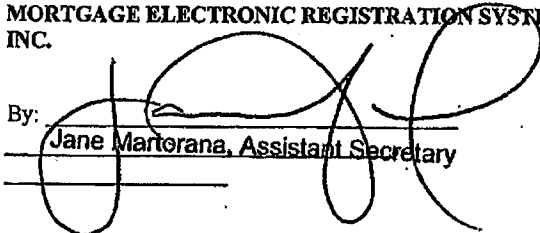
Recorded in Riverside County, CA on: 12/8/2005, book N/A, page N/A and instrument number 2005-1015604

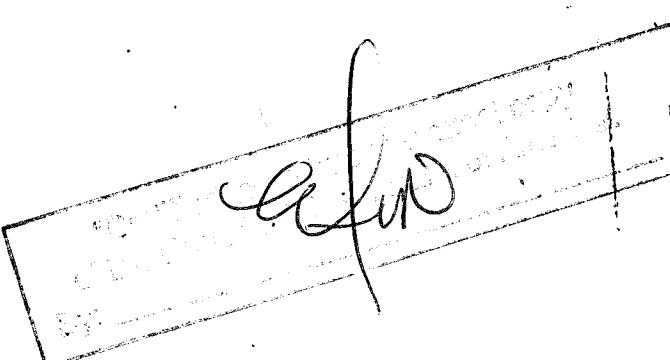
IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

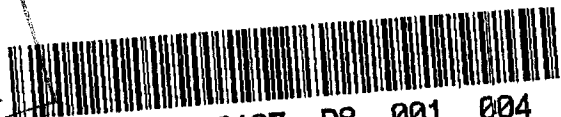
NOV 25 2011

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:

  
Jane Martorana, Assistant Secretary





610 121429187 D8 001 004

*Handwritten marks*



State of California  
County of Ventura

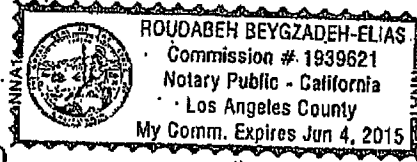
**ROUDABEH BEYGZADEH-ELIAS, NOTARY PUBLIC**

On NOV 25 2011 before me, \_\_\_\_\_ Notary Public, personally appeared

Jane Montcorans  
, 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: Roudabeh Beygzadeh-Elias  
My Commission Expires: June 4, 2015

(Seal)

September 22, 2014

BAC Home Loans Servicing, LP  
C/O Michael Bentley  
177 Holston Dr. Mail Stop: CA-911-01-03  
Lancaster, CA 93536

Re: APN: 213092024-3  
TC 192 Item 112  
Date of Sale: March 20, 2012

Dear Sir or Madam:

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

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

- |  |   |
|--|---|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100                                   | <input type="checkbox"/> Original Note/Payment Book   |
| <input type="checkbox"/> Notarized Statement of different/misspelled name for  | <input checked="" type="checkbox"/> Updated Statement of Monies Owed (as of date of tax sale)                   |
| <input checked="" type="checkbox"/> Notarized Statement Giving Authority to Michael Bentley to Collect/Claim on behalf of BAC Home Loans Servicing, LP | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock)                  |
| <input type="checkbox"/> Copy of Trust/Will (Complete) for   | <input type="checkbox"/> Court Order Appointing Administrator   |
| <input type="checkbox"/> Certified Death Certificate's for   | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)  |
| <input type="checkbox"/> Copy of Marriage Certificate for  | <input checked="" type="checkbox"/> Other – Connection between Michael Bentley and BAC Home Loans Servicing, LP |

Please return the requested documentation by October 22, 2014. If you should have any questions, please contact me at the number listed below.

Sincerely,

*Shawana Green*

Shawana Green  
County of Riverside  
Treasurer-Tax Collector  
Tax Sale Operations  
(951) 955-3947  
(951) 955-3990 Fax

July 28, 2015

# Final Notice

Bank of America Mortgage  
Attn: Tax Department  
475 Crosspoint Parkway  
Getzville, NY 14068

Re: APN: 213092024-3  
TC 192 Item 112  
Date of Sale: March 20, 2012

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.

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- |   |   |
|---|---|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100                          | <input type="checkbox"/> Copy of Marriage Certificate for   |
| <input type="checkbox"/> Notarized Statement of different/misspelled  | <input type="checkbox"/> Original Note/Payment Book   |
| <input checked="" type="checkbox"/> <b>Notarized Statement Giving Authorization to Michael Bentley to claim on behalf of Bank of America.</b> | <input checked="" type="checkbox"/> Updated Statement of Monies Owed (as of the date of the tax sale) |
| <input type="checkbox"/> Certified Death Certificate for  | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock)        |
| <input type="checkbox"/> Copy of Birth Certificates for   | <input type="checkbox"/> Court Order Appointing Administrator   |
|   | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)  |
|   | <input type="checkbox"/> Other –  |

**If your documentation is not received within 15 days (August 12, 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  
[jpazicni@co.riverside.ca.us](mailto:jpazicni@co.riverside.ca.us)

July 28, 2015

# Final Notice

BAC Home Loan Servicing, LP  
C/O Michael Bentley  
177 Holston Dr.  
CA-911-01-03  
Lancaster, CA 93536

Re: APN: 213092024-3  
TC 192 Item 112  
Date of Sale: March 20, 2012

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.

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|---|---|
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| <input type="checkbox"/> Notarized Statement of different/misspelled  | <input checked="" type="checkbox"/> Updated Statement of Monies Owed (as of the date of the tax sale) |
| <input checked="" type="checkbox"/> <b>Notarized Statement Giving Authorization to Michael Bentley to claim on behalf of Bank of America.</b> | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock)        |
| <input type="checkbox"/> Certified Death Certificate for  | <input type="checkbox"/> Court Order Appointing Administrator   |
| <input type="checkbox"/> Copy of Birth Certificates for   | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)  |
|   | <input type="checkbox"/> Other --   |

**If your documentation is not received within 15 days (August 12, 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