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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

AARON AND KAYNATICE WARD, JOEY AND TINA RESMONDO, AND PAULINE LAMPKIN, Plaintiffs, v. LIME FINANCIAL SERVICES, LTD, Defendant.	Case No. CV '08-840-AC **CLASS ACTION ALLEGATION COMPLAINT** **(Truth in Lending Act)** **JURY TRIAL DEMANDED**

INTRODUCTION

#22154

1. Plaintiffs bring this action against a mortgage lender for violation of the Truth-in-

Lending Act, 15 U.S.C. § 1601 ("TILA"), and its implementing Federal Reserve Board Regulation Z, 12 C.F.R. part 226. Plaintiffs refinanced their home mortgages with Defendant. Plaintiffs did not receive all of the material disclosures required by the Truth in Lending Act ("TILA") at closing. As a result, Plaintiffs have exercised their right to rescind their loans under TILA, and have filed this action to enforce that right.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 (general federal question), 1337 (interstate commerce), and 15 U.S.C. § 1640(e) (Truth in Lending Act). Defendant is an Oregon corporation.

PARTIES

3. Plaintiffs, Aaron and Kaynatrice Ward, "the Wards" own and reside in a home at 302 Dexter Avenue, Mobile, AL 36604.

4. Plaintiffs, Joey and Tina Resmondo, "the Resmondos" own and reside in a home at 30662 Faires Rd., Elberta, AL 36530.

5. Plaintiff, Pauline Lampkin, "Ms. Lampkin" owns and resides in a home at 89 Brownwood Ave., Bay Minette, AL 36507.

6. Defendant, Lime Financial Services, Ltd is incorporated in Oregon and its principal address is 5885 SW Meadows Rd., Ste. 600, Lake Oswego, OR 97035.

7. At all times relevant to this action, Defendant regularly extended or offered to extend consumer credit for which a finance charge is or may be imposed or which, by written agreement, is payable in more than four installments, making Defendant a creditor under TILA, 15 U.S.C. § 1602(f) and Regulation Z, 12 CFR § 226.2(a)(17).

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FACTUAL ALLEGATIONS

The Ward Loan

8. On July 22, 2005, the Wards refinanced their home mortgage with Defendant and obtained a $23,000.00 loan.

9. The loan was obtained for personal, family or household purposes, namely, the refinancing of prior debts incurred for such purposes.

10. The loan was used to pay off a prior loan from Wells Fargo and for a cash amount paid to the Wards.

11. In connection with the July 22, 2005 transaction the Wards signed or received the following documents:

a. A settlement statement on form HUD-1, Exhibit A;

b. A Truth in Lending disclosure statement, Exhibit B, designating Lime Financial Services, Ltd as lender; and

c. The Notice of Right-to-Cancel form, Exhibit C.

12. All of these documents were provided at the closing.

13. The Notice of Right-to-Cancel is defective in that it does not state the date the cancellation period expires and is otherwise defective.

14. In addition, the Truth-in-Lending disclosure understates the finance charge.

15. Exhibits B and C are standard form documents issued in connection with numerous transactions, as evidenced by the form numbers at the bottom of each document.

16. On information and belief, it is the standard practice of the Defendant to understate finance charges and to use defective Right-to-Cancel notices.

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The Resmondo Loan

17. On June 22, 2007, the Resmondos refinanced their home mortgage with Defendant and obtained a $174,100.00 loan.

18. The loan was obtained for personal, family or household purposes, namely, the refinancing of prior debts incurred for such purposes.

19. The loan was used to pay off a prior loan from Chase Home Finance, LLC and for a cash amount paid to the Resmondos.

20. In connection with the June 22, 2007 transaction the Resmondos signed or received the following documents:

a. A settlement statement on form HUD-1A, Exhibit D; and

b. A Truth in Lending disclosure statement, Exhibit E, designating the Defendant as the lender;

c. The Notice of Right-to-Cancel, Exhibit F.

21. All of these documents were provided at the closing.

22. The Right-to-Cancel Notice is defective in that it does not disclose the date the rescission period expires and is otherwise defective.

23. In addition, the Truth-in-Lending disclosure understates the finance charge. Exhibits E and F are standard form documents issued in connection with numerous transactions, as evidenced by the form numbers at the bottom of each document.

24. On information and belief, it is the standard practice of the Defendant to understate finance charges and to use Right-to-Cancel notices that are defective.

The Lampkin Loan

25. On June 9, 2006, Ms. Lampkin refinanced her home mortgage with Defendant

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and obtained a $59,000.00 loan.

26. The loan was obtained for personal, family or household purposes, namely, the refinancing of prior debts incurred for such purposes.

27. The loan was used to pay off a prior loan from Citifinancial and for a cash amount paid to Ms Lampkin.

28. In connection with the June 9, 2006 transaction Ms. Lampkin signed or received the following documents:

a. A settlement statement on form HUD-1, Exhibit G; and

b. A Truth in Lending disclosure statement, Exhibit H, designating the Defendant as the lender;

c. The Notice of Right-to-Cancel, Exhibit I

29. All of these documents were provided at the closing.

30. The Right-to-Cancel Notice was defective in that it did not disclose the date the rescission period expires and was otherwise defective.

31. In addition, the Truth-in-Lending disclosure understates the finance charge.

32. Exhibits H and I are standard form documents issued in connection with numerous transactions, as evidenced by the form numbers at the bottom of each document.

33. On information and belief, it is the standard practice of the Defendant to understate finance charges and to use defective Right-to-Cancel Notices.

RIGHT TO RESCIND

34. Because the transactions were secured by Plaintiffs' homes, and were not entered into for purposes of the initial acquisition or construction of the homes, they were subject to the right to cancel provided by 15 U.S.C. § 1635 and 12 C.F.R. § 226.23.

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35. Plaintiffs have given and herby notice of their election to rescind.

CLASS ACTION ALLEGATIONS

36. Plaintiffs incorporate the relevant paragraphs above.

37. Plaintiffs bring this claim on behalf of a class. The class consists of (a) all natural persons (b) who obtained loans from Defendant that were secured by their residences, (c) on or after a date three years prior to the filing of this action (d) wherein their Truth-in-Lending Act disclosures were inaccurate and/or their Right-to-Cancel Notices were defective.

38. The class members are so numerous that joinder is impracticable. On information and belief, there are more than 5,000 class members.

39. There are questions of law and fact common to the class members, which common questions predominate over any questions that affect only individual class members. Some of the predominant common questions are:

a. Whether Lime Financial Services, Ltd., had a practice of using the form Right-to-Cancel Notices act disclosure as exemplified;

b. Whether doing so violates TILA thereby resulting in an extended rescission period;

c. Whether Lime Financial Services, Ltd., made inaccurate TILA disclosures to class members during the class period; and

d. Whether doing so violates TILA thereby resulting in an extended rescission period.

40. Plaintiffs' claims are typical of the claims of the class members. All are based on the same factual and legal theories.

41. Plaintiffs will fairly and adequately represent the interests of the class members. Plaintiffs have retained counsel experienced in consumer class action cases.

42. A class action is superior to other alternative methods of adjudicating this dispute.

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Most of the class members are unaware of the deception practiced upon them. Individual cases are not economically feasible.

43. Plaintiffs and the Plaintiffs' Class bring this action pursuant to Rules 23(b)(1) and (2) and 57 of the Federal Rules of Civil Procedure in that an actual controversy exists between the parties concerning their right to rescind their mortgage loans under 15 U.S.C. § 1635.

FIRST CLAIM FOR RELIEF
(Truth in Lending Act)

44. Plaintiffs reallege and incorporate by reference relevant paragraphs above.

45. Defendant's loans to Plaintiffs and all putative class members were consumer credit transactions subject to TILA.

46. Each of the transactions of Plaintiffs and the members of the class described above violated 15 U.S.C. § 1635 and 12 C.F.R. § 226.23.

47. As a result of the aforesaid violations, Plaintiffs hereby rescind their loans pursuant to 15 U.S.C. § 1635.

WHEREFORE, Plaintiffs request that the Court grant the following relief in favor of Plaintiffs and against the Defendant:

A. All relief available under 15 U.S.C. § 1635 including cancellation of its security interest and a return of all money or property received;

B. Statutory damages of $2,000.00 per loan; and

C. Reasonable attorney fees and costs.

SECOND CLAIM FOR RELIEF
(Declaratory Judgment)

48. Plaintiffs reallege and incorporate by reference the relevant paragraphs above.

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49. As a result of the Defendant's aforesaid violations of TILA all Plaintiffs and Class Members have retained their right to rescind (as to loans that closed within three years ***prior*** to the filing of this complaint and as to properties not sold during such period) their loans under 15 U.S.C. § 1635. Accordingly, Plaintiffs and Class Members pray for a declaratory judgment recognizing and authorizing rescission by Plaintiffs and Class Members, this declaratory judgment giving notice to Defendant of all Plaintiffs and Class Members demands for rescission, subject to the individual choice of withdrawing this notice of rescission after their rights are declared.

WHEREFORE, Plaintiffs request that the Court grant the following relief in favor of Plaintiffs and the Class against Defendant for:

a. A declaration that any class member who so desires may rescind their transaction;

b. Statutory damages pursuant to 15 U.S.C. § 1640;

c. Attorney's fees, litigation expenses and costs of suit;

d. Such other or further relief as the Court deems proper.

DATED this 16th day of July, 2008.

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.

By: _____

STEVE D. LARSON, OSB No. 863540
JOSHUA L. ROSS, OSB No. 034387
Telephone: (503) 227-1600
and
EARL P. UNDERWOOD, JR.
Telephone: (251) 990-5558
and
KENNETH J. RIEMER
Telephone: (251) 432-9212
Attorneys for Plaintiffs

A. Settlement Stat ent

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance	6. File Number 137433	7. Loan Number 50016138	8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
Aaron D. Ward and Kaynatrice D. Ward	**Tax ID:**	**Lime Financial Services, LTD** **5885 Southwest Meadows Rd** **Ste 600** **Lake Oswego, OR 97035**

G. Property Location	H. Settlement Agent Name	
Mobile, AL **302 Dexter Avenue** **Mobile, AL 36604**	**Surety Land Title, Inc. - Main Office** **5909 Airport Boulevard** **Mobile, AL 36608 Tax ID: 63-0846215**	
	Place of Settlement **Surety Land Title, Inc** **5909 Airport Blvd** **Mobile, AL 36608**	I. Settlement Date **7/22/2005** Fund: **7/27/2005**

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	$732.53	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Assessment Taxes		408. Assessment Taxes	
109. School property taxes		409. School property taxes	
110. HOA Dues		410. HOA Dues	
111. Other taxes		411. Other taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	$732.53	**420. Gross Amount Due to Seller**	$0.00
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)	$23,000.00	502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Assessment Taxes		512. Assessment Taxes	
213. School property taxes		513. School property taxes	
214. HOA Dues		514. HOA Dues	
215. Other taxes		515. Other taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	$23,000.00	**520. Total Reduction Amount Due Seller**	$0.00
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	$732.53	601. Gross Amount due to seller (line 420)	$0.00
302. Less amounts paid by/for borrower (line 220)	$23,000.00	602. Less reductions in amt. due seller (line 520)	$0.00
303. Cash To Borrower	$22,267.47	**603. Cash Seller**	$0.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

File No. 137433

L. Settlement Charges			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price $0.00 @ % = $0.00				
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement			**$0.00**	**$0.00**
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Administration Fee	to **Lime Financial Services, LTD**		**$199.00**	
806. Mortgage Insurance Application	to			
807. Assumption Fee	to			
808. Underwriting Fee	to			
809. Flood Certification Fee	to			
900. Items Required by Lender To Be Paid In Advance				
901. Interest from **7/27/2005** to **8/1/2005** @ **$6.21/day**			**$31.03**	
902. Mortgage Ins Prem. for months	to			
903. Hazard Ins Prem. for 1 years	to **Farmers Insurance**	**POC $1,418.59**		
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @	per month		
1002. Mortgage insurance	months @	per month		
1003. City property taxes	months @	per month		
1004. County property taxes	months @	per month		
1005. Assessment Taxes	months @	per month		
1006. School property taxes	months @	per month		
1007. HOA Dues	months @	per month		
1008. Other taxes	months @	per month		
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to **Surety Land Title, Inc**		**$150.00**	
1102. Courier / Documentation Fee	to **Surety Land Title, Inc**		**$45.00**	
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:)				
1108. Title insurance	to **Surety Land Title, Inc**		**$175.00**	
(includes above items numbers:)				
1109. Lender's coverage	**$23,000.00/$175.00** .			
1110. Owner's coverage	**$0.00/$0.00**			
1111. Escrow fee	to **Surety Land Title, Inc**			
1200. Government Recording and Transfer Charges				
1201. Recording Fees Deed	; Mortgage **$132.50**	; Releases	**$132.50**	
1202. City/county tax/stamps Deed	; Mortgage	to		
1203. State tax/stamps Deed	; Mortgage	to		
1204. Tax certificates	to			
1205. Conveyance Fee	to			
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			**$732.53**	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Aaron D. Ward

Kaypatrice D. Ward

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent — Date 7-22-05

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Seller's Taxpayer Identification Number Solicitation and Certification

You are required by law to provide the Settlement Agent named above with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. **Under Penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.**

Seller's Signature — Date

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

WARD
Loan #: 50016138
MIN: 100206411111272893

Date: JULY 22, 2005

Lender: LIME FINANCIAL SERVICES, LTD.

Borrower(s): AARON D WARD
KAYNATRICE D. WARD

Property Address: 302 DEXTER AVENUE, MOBILE, AL 36604

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled.
10.083%	$32,003.15	$22,574.97	$54,578.12

You have the right to receive at this time an Itemization of the Amount Financed.
☒ I want an Itemization. ☐ I do not want an Itemization.

Payments: Your payment schedule will be:

Number of Payments	Monthly Payments of*	Payments are Due Monthly beginning:	Number of Payments	Monthly Payments of	Payments are Due Monthly beginning:
179	199.30	SEPTEMBER 1, 2005			
1	18,903.42	AUGUST 1, 2020			

☐ **Demand Feature:** This loan has a demand feature
☐ **Variable Rate:** Disclosures about the variable rate feature have been provided to you earlier.
☒ **Variable Rate** Not Applicable

Security: You are giving a security interest in the property located at 302 DEXTER AVENUE, MOBILE, AL 36604.

Late Charge: If payment is more than 15 days late, the penalty charge is 5.000% of the payment.

Filing Fees/Recording Fees: $135.00

Prepayment: If you pay off this loan early, you ☐ may ☒ will not have to pay a penalty, and you ☐ may ☒ will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home
☒ will not be allowed to assume the remainder of this mortgage on the original terms.
☐ may, subject to conditions, be allowed to assume the remainder of this mortgage on the original terms.

Required Deposit: If lender requires you to maintain a deposit as a condition of the loan, the annual percentage rate does not reflect the effect of the required deposit.

Property Insurance is required to obtain credit and may be obtained from anyone you want who is acceptable to this Lender.
☐ Property Insurance is not available through Lender.
☐ If you obtain Property Insurance from _____, you will pay $_____ for a term of _____.

Credit Life and Disability Insurance are not required to obtain credit and will not be provided at the time of closing. You may be offered these plans after closing, but they are not in effect at this time. No such insurance will be in force until you have completed an application, the insurance company has issued the policy, and the effective date of that policy has been provided.

See your loan documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

*Note: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance.

I/we acknowledge receipt of a completed copy of this disclosure. SIGNED AND DATED:

Aaron D. Ward 7/22/05
- BORROWER - AARON D WARD - DATE -

Kaynatrice D. Ward 7/22/05
- BORROWER - KAYNATRICE D. WARD - DATE -

NOTICE OF RIGHT TO CANCEL

WARD
Loan #: 50016138

Borrowers: AARON D WARD
KAYNATRICE D. WARD

YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a security interest in your home. You have a legal right under federal law to cancel this transaction, without cost, within three (3) business days from whichever of the following events occurs last:

(1) the date of the transaction, which is _____; or
(2) the date you received your Truth-in-Lending disclosures; or
(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing at:

LIME FINANCIAL SERVICES, LTD.
5885 SW MEADOWS ROAD, STE 600
LAKE OSWEGO, OR 97035

You may use any written statement that is signed and dated by you and states your intention to cancel or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights. If you cancel by mail or telegram, you must send the notice no later than midnight of _____ (or midnight of the third business day* following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

_____ Date: _____

RECEIPT OF NOTICE OF RIGHT TO CANCEL

Each of the undersigned have now received two **Notice of Right to Cancel** forms. The above real estate loan cannot be funded until three (3) business days* have elapsed since the date of this acknowledgement of receipt of the **Notice of Right to Cancel**.

*Business days include all days except Sundays, New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Date **Notice of Right to Cancel** form received: _____

Aaron D. Ward 7/22/05
- BORROWER - AARON D WARD - DATE -

Kaynatrice D. Ward 7/22/05
- BORROWER - KAYNATRICE D. WARD - DATE -

2852

EXHIBIT C
PAGE 1 OF 1

HUD-1A OMB NO. 2502-0491

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

Optional Form for Transactions without Sellers

NAME AND ADDRESS OF BORROWER:	NAME AND ADDRESS OF LENDER:
Tina M. Resmondo Joey B. Resmondo 30062 Faires Rd. Elberta, AL 36530	Lime Financial Services, LTD 5885 SW Meadows Rd., Ste 600 Lake Oswego, OR 97035
PROPERTY LOCATION: 30062 Faires Rd. Elberta, AL 36530 Baldwin County, Alabama	SETTLEMENT AGENT: TitlePlus, LLC PLACE OF SETTLEMENT: 7389 Florida Boulevard, Suite 200B Baton Rouge, LA 70806 SETTLEMENT DATE: June 22, 2007 Disburse:06/27/07 LOAN NUMBER: 50071246

L. SETTLEMENT CHARGES			M. DISBURSEMENT TO OTHERS	
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			1501. Payoff to GEMB/Care Credit	973.00
801. Loan Origination Fee 1.5000% to Norstar Mortage Group		2,611.50	1502. Payoff to HSBC	929.00
802. Loan Discount % to			1503. Payoff to Chase	885.00
803. Appraisal Fee to R.L. Farmer & Company, Inc		350.00	1504. Payoff to HSBC	809.00
804. Credit Report to Norstar Mortage Group		26.49	1505. Payoff to Citi	797.00
805. Lender's Inspection Fee to			1506. Payoff to Capital One	5,817.00
806. Mortgage Ins. App. Fee to			1507.	
807. Administration Fee to Lime Financial Services, LTD		999.00	1508.	
808. Processing Fee to Norstar Mortage Group		800.00	1509.	
809. YSP Paid by Lime Financial to to Norstar Mortage Group	POC:L2321.28		1510.	
810.			1511.	
811.			1512.	
812.			1513. Payoff to Chase Home Finance, L 21198163	131,521.42
813.			1514. Payoff to Colonial Bank 000800546990	18,520.93
814.			*1520. TOTAL DISBURSED (enter on line 1603)*	160,252.35
815.				
816.				
817.				
818.				
819.				
820.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest 06/27/07 to 07/01/07 @ $ 42.690300/day		170.76		
902. Mortgage Insurance Premifor months to				
903. Hazard Insurance Prem for 1.0 yr to				
904. Flood Insurance Premiun 1.0				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance 7.000 months @ $ 190.33 per month		1,332.31		
1002. Mortgage Insurance months @ $ per month				
1003. City/Town Taxes months @ $ per month				
1004. County Taxes 11.000 months @ $ 37.33 per month		410.63		
1005. Assessments months @ $ per month				
1006. Flood Insurance Prem\ months @ $ per month				
1007. months @ $ per month				
1008. Aggregate Adjustment months @ $ per month		-149.30		
1100. TITLE CHARGES				
1101. Settlement Fee to				
1102. Title Search to TitlePlus, LLC		175.00		
1103. Title Examination to TitlePlus, LLC		400.00		
1104. Title Ins. Binder to				
1105. Document Prep. to				
1106. Notary Fees to TitlePlus, LLC		175.00		
1107. Attorney's Fees to (Includes above item numbers:)				
1108. Title Insurance to Old Republic Title Insurance Compa (Includes above item numbers:)		488.00		
1109. Lender's Coverage $ 174,100.00	488.00			
1110. Owner's Coverage $				
1111.				
1112.				
1113.				
1114.				
1115.				
1116.				
1117.				
1118.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Mortgage $ 65.00 ; Releases $ 20.00		85.00		
1202. City/County Tax/Stamps: Mortgage $				
1203. State Tax/Stamps: Mortgage $ 261.15		261.15		
1204.				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey				
1302. Pest Inspection				
1303. Courier Fee to TitlePlus, LLC		75.00		
1304. Wire Fee to TitlePlus, LLC		30.00		
1305.				
1400. TOTAL SETTLEMENT CHARGES (enter on line 1602)		8,240.54		

N. NET SETTLEMENT	
1600. Loan Amount	$ 174,100.00
1601. Plus Cash/Check from Borrower	$ 0.00
1602. Minus Total Settlement Charges (line 1400)	$ 8,240.54
1603. Minus Total Disbursements to Others (line 1520)	$ 160,252.35
1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)	$ 5,607.11

EXHIBIT D
PAGE 1 OF 1

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

RESMONDO
Loan #: 600712246
MIN: 100205612111612329

Date: JUNE 22, 2007

Lender: LEND FINANCIAL SERVICES, LTD.

Borrower(s): JOEY B. RESMONDO
TINA M. RESSONDO

Property Address: 30662 FAIRES ROAD, ELBERTA, AL 36530

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled.
12.199%	$540,983.77	$168,937.25	$709,921.02

You have the right to receive at this time an Itemization of the Amount Financed.
☒ I want an Itemization. ☐ I do not want an Itemization.

Payments: Your payment schedule will be:

Number of Payments	Monthly Payments of*	Payments are Due Monthly beginning:	Number of Payments	Monthly Payments of	Payments are Due Monthly beginning:
24	1,331.24	AUGUST 1, 2007			
335	1,663.49	AUGUST 1, 2009			
1	120,585.46	JULY 1, 2037			

Assuming the index remains unchanged for the life of the loan. *The index used to calculate the APR is 5.400%.*

☐ Demand Feature: This loan has a demand feature
☒ Variable Rate: Disclosures about the variable rate feature have been provided to you earlier.
☐ Variable Rate Not Applicable

Security: You are giving a security interest in the property located at 30662 FAIRES ROAD, ELBERTA, AL 36530.

Late Charge: If payment is more than 15 days late, the penalty charge is 5.000% of the payment.

Filing Fees/Recording Fees: $1,500.00

Prepayment: If you pay off this loan early, you ☐ may ☒ will not have to pay a penalty, and you ☐ may ☒ will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home
☒ will not be allowed to assume the remainder of this mortgage on the original terms.
☐ may, subject to conditions, be allowed to assume the remainder of this mortgage on the original terms.

Required Deposit: If lender requires you to maintain a deposit as a condition of the loan, the annual percentage rate does not reflect the effect of the required deposit.

Property Insurance is required to obtain credit and may be obtained from anyone you want who is acceptable to this Lender.
☒ Property Insurance is not available through Lender.
☐ If you obtain Property Insurance from _____, you will pay $_____ for a term of _____.

Credit Life and Disability Insurance are not required to obtain credit and will not be provided at the time of closing. You may be offered these plans after closing, but they are not in effect at this time. No such insurance will be in force until you have completed an application, the insurance company has issued the policy, and the effective date of that policy has been provided.

See your loan documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

*Note: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance.

I/we acknowledge receipt of a completed copy of this disclosure. SIGNED AND DATED:

_____
- BORROWER - JOEY B. RESMONDO - DATE -

_____
- BORROWER - TINA M. RESMONDO - DATE -

EXHIBIT E
PAGE 1 OF 1

NOTICE OF RIGHT TO CANCEL

RESMONDO
Loan #: 80071246
MIN: 100306411111811949

Borrowers: JOEY B. RESMONDO
TINA M. RESMONDO

YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a security interest in your home. You have a legal right under federal law to cancel this transaction, without cost, within three (3) business days from whichever of the following events occurs last:

(1) the date of the transaction, which is _____; or
(2) the date you received your Truth-in-Lending disclosures; or
(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing at:

LYNE FINANCIAL SERVICES, LTD.
5885 SW MEADOWS ROAD, STE 500
LAKE OSWEGO, OR 97035

You may use any written statement that is signed and dated by you and states your intention to cancel or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights. If you cancel by mail or telegram, you must send the notice no later than midnight of _____ (or midnight of the third business day* following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

_____ Date: _____

RECEIPT OF NOTICE OF RIGHT TO CANCEL

Each of the undersigned have now received two Notice of Right to Cancel forms. The above real estate loan cannot be funded untill three (3) business days* have elapsed since the date of this acknowledgement of receipt of the Notice of Right to Cancel.

*Business days include all days except Sundays, New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

_____
- BORROWER - JOEY B. RESMONDO - DATE -

_____
- BORROWER - TINA M. RESMONDO - DATE -

EXHIBIT F
PAGE 1 OF 1

A. Settlement Statem

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance	6. File Number MOB0600452	7. Loan Number 50044222	8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
Pauline Anderson Lampkin 89 Brownwood Ave. Bay Minette, AL 36507		Lime Financial Services, LTD 5885 SW Meadows Rd., Ste. 600 Lake Oswego, OR 97035

G. Property Location	H. Settlement Agent Name	
89 Brownwood Ave. Bay Minette, AL 36507 89 Brownwood Ave. Bay Minette, AL 36507	Reli, Inc. 6349 Picadilly Square Drive Mobile, AL 36609 Tax ID: 63-1186959	
	Place of Settlement Reli, Inc. 6349 Picadilly Square Drive Mobile, AL 36609	I. Settlement Date 06/09/2006 Fund: 06/14/2006

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	$4,235.80	403.	
104. payoff citifinancial	$14,744.81	404.	
105. payoff nationwide vinyl	$33,500.00	405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Assessment Taxes		408. Assessment Taxes	
109. School property taxes		409. School property taxes	
110. HOA Dues		410. HOA Dues	
111. Other taxes		411. Other taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	$52,480.61	**420. Gross Amount Due to Seller**	$0.00
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)	$59,000.00	502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Assessment Taxes		512. Assessment Taxes	
213. School property taxes		513. School property taxes	
214. HOA Dues		514. HOA Dues	
215. Other taxes		515. Other taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	$59,000.00	**520. Total Reduction Amount Due Seller**	$0.00
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	$52,480.61	601. Gross Amount due to seller (line 420)	$0.00
302. Less amounts paid by/for borrower (line 220)	$59,000.00	602. Less reductions in amt. due seller (line 520)	$0.00
303. Cash To Borrower	$6,519.39	**603. Cash Seller**	$0.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

File No. MOB0600452

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	$0.00	@ % =	$0.00		
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703. Commission Paid at Settlement				$0.00	$0.00
800. Items Payable in Connection with Loan					
801. Loan Origination Fee %	to First Choice Mortgage			$1,280.00	
802. Loan Discount %	to				
803. Appraisal Fee	to Turberville Appraisal Services		POC (B) $300.00		
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mortgage Insurance Application	to				
807. Assumption Fee	to				
808. processing fee	to First Choice Mortgage			$500.00	
809. administration fee	to Lime Financial Services, LTD			$899.00	
810. yield spread premium fr Lime Financial	to First Choice Mortgage		POC (L) $590.00		
811.	to				
812.	to				
900. Items Required by Lender To Be Paid in Advance					
901. Interest from 06/14/2006 to 07/01/2006	@ $15.5178/day			$263.80	
902. Mortgage Insurance Premium for months	to				
903. Hazard Insurance Premium for years	to Access General Agency			$202.00	
1000. Reserves Deposited With Lender					
1001. Hazard insurance	months @	$16.83	per month		
1002. Mortgage insurance	months @		per month		
1003. City property taxes	months @		per month		
1004. County property taxes	months @		per month		
1005. Assessment Taxes	months @		per month		
1006. School property taxes	months @		per month		
1007. HOA Dues	months @		per month		
1008. Other taxes	months @		per month		
1011. Aggregate Adjustment					
1100. Title Charges					
1101. Settlement or closing fee	to Reli, Inc.			$300.00	
1102. Abstract or title search	to Reli, Inc.			$175.00	
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to Nathan Fogelsong			$150.00	
1107. Attorney's fees	to				
(includes above items numbers:)					
1108. Title insurance	to Reli, Inc.			$197.50	
(includes above items numbers:)					
1109. Lender's coverage	$59,000.00/$197.50				
1110. Owner's coverage	$0.00/$0.00				
1111. Escrow fee	to				
1200. Government Recording and Transfer Charges					
1201. Recording Fees Deed ; Mortgage ; Rel	to				
1202. City/county tax/stamps Deed ; Mortgage	to				
1203. State tax/stamps Deed ; Mortgage $88.50	to			$88.50	
1204. Recording	to Judge of Probate			$75.00	
1205. Conveyance Fee	to				
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Courier /Wire/ Funding/Copy	to Reli, Inc.			$80.00	
1304. Update	to Reli, Inc.			$25.00	
1305. mc	to				
1306. mc	to				
1307. mc	to				
1308. mc	to				
1309. mc	to				
1310. mc	to				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				$4,235.80	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

FEDI L TRUTH-IN-LENDING DISCLOSURE STA ENT

ANDERSON
Loan #: 50044222
MIN: 100206411111549688

Date: JUNE 9, 2006

Lender: LIME FINANCIAL SERVICES, LTD.

Borrower(s): PAULINE ANDERSON

Property Address: 89 BROWN WOOD AVENUE, BAY MINETTE, AL 36507

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled.
12.063%	$157,535.01	$55,502.20	$213,037.21

You have the right to receive at this time an Itemization of the Amount Financed.
☒ I want an Itemization. ☐ I do not want an Itemization.

Payments: Your payment schedule will be:

Number of Payments	Monthly Payments of*	Payments are Due Monthly beginning:	Number of Payments	Monthly Payments of	Payments are Due Monthly beginning:
24	500.41	AUGUST 1, 2006			
335	598.33	AUGUST 1, 2008			
1	586.82	JULY 1, 2036			

Assuming the index remains unchanged for the life of the loan. The index used to calculate the APR is 5.380%.

☐ **Demand Feature:** This loan has a demand feature
☒ **Variable Rate:** Disclosures about the variable rate feature have been provided to you earlier.
☐ **Variable Rate** Not Applicable

Security: You are giving a security interest in the property located at 89 BROWN WOOD AVENUE, BAY MINETTE, AL 36507.

Late Charge: If payment is more than 15 days late, the penalty charge is 5.000% of the payment.

Filing Fees/Recording Fees: $230.00

Prepayment: If you pay off this loan early, you ☐ may ☒ will not have to pay a penalty, and you ☐ may ☒ will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home
☒ will not be allowed to assume the remainder of this mortgage on the original terms.
☐ may, subject to conditions, be allowed to assume the remainder of this mortgage on the original terms.

Required Deposit: If lender requires you to maintain a deposit as a condition of the loan, the annual percentage rate does not reflect the effect of the required deposit.

Property Insurance is required to obtain credit and may be obtained from anyone you want who is acceptable to this Lender.
☒ Property Insurance is not available through Lender.
☐ If you obtain Property Insurance from _____, you will pay $_____ for a term of _____.

Credit Life and Disability Insurance are not required to obtain credit and will not be provided at the time of closing. You may be offered these plans after closing, but they are not in effect at this time. No such insurance will be in force until you have completed an application, the insurance company has issued the policy, and the effective date of that policy has been provided.

See your loan documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

*Note: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance.

I/we acknowledge receipt of a completed copy of this disclosure. SIGNED AND DATED:

_____

- BORROWER - PAULINE ANDERSON - DATE -

EXHIBIT H
PAGE 1 OF 1

NOTICE OF RIGHT TO CANCEL

ANDERSON
Loan #: 50044222

Borrowers: PAULINE ANDERSON

YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a security interest in your home. You have a legal right under federal law to cancel this transaction, without cost, within three (3) business days from whichever of the following events occurs last:

(1) the date of the transaction, which is _____; or
(2) the date you received your Truth-in-Lending disclosures; or
(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing at:

LIME FINANCIAL SERVICES, LTD.
5885 SW MEADOWS ROAD, STE 600
LAKE OSWEGO, OR 97035

You may use any written statement that is signed and dated by you and states your intention to cancel or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights. If you cancel by mail or telegram, you must send the notice no later than midnight of _____ (or midnight of the third business day* following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

_____ Date:_____

RECEIPT OF NOTICE OF RIGHT TO CANCEL

Each of the undersigned have now received two **Notice of Right to Cancel** forms. The above real estate loan cannot be funded until three (3) business days* have elapsed since the date of this acknowledgement of receipt of the **Notice of Right to Cancel**.

*Business days include all days except Sundays, New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Date **Notice of Right to Cancel** form received: _____.

_____
- BORROWER - PAULINE ANDERSON - DATE -

EXHIBIT I
PAGE 1 OF 1