Recording Requested By First American Title Escrow No.

After Recording Return To:

CLARION MORTGAGE CAPITAL, INC. 6530 SOUTH YOSEMITE STREET, SUITE 300 GREENWOOD VILLAGE, COLORADO 80111 CONTRA COSTA Co Recorder Office STEPHEN L. WEIR, Clerk-Recorder DOC- 2007-0314614-00

Acct 6- First American Title Wednesday, NOV 14, 2007 08:00:00 MIC \$1.00:MOD \$22.00:REC \$26.0 \$22.00 REC FTC \$21.00:DAF \$1.80:REF \$0.20 Ttl Pd \$72.00 Nbr-0003915437 mom/R2/1-22

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Assessor's Identification Number

Loan Number 128272751

DEED OF TRUSTMERS Number 1001558-00000: 7905-1

521-031-002-4

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 7, 2007, together with all Riders to this document.
- (B) "Borrower" is FAYE MYRETTE-CROSLEY, AN UNMARRIED WOMAN. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is CLARION MORTGAGE CAPITAL, INC., Lender is a CORPORATION organized and existing under the laws of THE STATE OF COLORADO. Lender's address is 6530 SOUTH YOSEMITE STREET, SUITE 300, GREENWOOD VILLAGE, COLORADO 80111.
- (D) "Trustee" is FIRST AMERICAN TITLE 2171 JUNIPERO SERRA, SUITE 100, DALY CITY, CA
- (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 7, 2007. The Note states that Borrower owes Lender FOUR HUNDRED NINETY-FIVE THOUSAND AND 00/100ths Dollars (U.S.\$495,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 1, 2037.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

CALIFORNIA-Single Family-Fannic Mae/Freddie Mac UNIFORM INSTRUMENT

DOCUMENT: TD 2007.314614

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CONTRA COSTA, CA

Provided by DataTrace System

(I) "Riders" means all Riders to are to be executed by Borrower [c		re executed by Borrower.	The following Riders
☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home	e Rider
☐ Balloon Rider	☐ Planned Unit Development	Rider	
☑ 1-4 Family Rider	☐ Biweekly Payment Rider		
(J) "Applicable Law" means all and administrative rules and ore judicial opinions. (K) "Community Association Is charges that are imposed on Bor or similar organization. (L) "Electronic Funds Transfe draft, or similar paper instrumer computer, or magnetic tape so account. Such term includes, transactions, transfers initiated by (M) "Escrow Items" means those (N) "Miscellaneous Proceeds" any third party (other than insurate, or destruction of, the Proper conveyance in lieu of condemnate condition of the Property.	Controlling applicable federal ders (that have the effect of law Dues, Fees, and Assessment rower or the Property by a controller which is initiated through as to order, instruct, or authout is not limited to, point telephone, wire transfers, and telephone, wire transfers, and telephone items that are described in Someans any compensation, seence proceeds paid under the corty; (ii) condemnation or other ation; or (iv) misrepresentation	w) as well as all applicable s" means all dues, fees, adominium association, ho ds, other than a transactio h an electronic terminal, to orize a financial institution automated clearinghouse te ection 3. ttlement, award of damage overages described in Sector taking of all or any part ons of, or omissions as	assessments and other omeowners association on originated by check, elephonic instrument, in to debit or credit an mated teller machine transfers. es, or proceeds paid by tion 5) for: (i) damage of the Property; (iii) to, the value and/or
(O) "Mortgage Insurance" met Loan. (P) "Periodic Payment" means Note, plus (ii) any amounts under (Q) "RESPA" means the Reaimplementing regulation, Regulation any additional or successor legis Security Instrument, "RESPA" re"federally related mortgage loan" RESPA. (R) "Successor in Interest of Ithat party has assumed Borrower's	the regularly scheduled am Section 3 of this Security Instral al Estate Settlement Procedi ion X (24 C.F.R. Part 3500), a slation or regulation that go efers to all requirements and even if the Loan does not qual Borrower" means any party th	nount due for (i) principal nument. ures Act (12 U.S.C. § 2 s they might be amended verns the same subject in direstrictions that are in ify as a "federally related nat has taken title to the Principal number of the number of the principal number of the number of	l and interest under the 2601 et seq.) and its from time to time, or natter. As used in this nposed in regard to a mortgage loan" under
TRANSFER OF RIGHTS IN THE	PROPERTY		
ALL OF LOT 32 AND THE SOU OF LOT 31, IN BLOCK 99, AS	assigns of MERS. This Scenewals, extensions and modifients under this Security Instructo Trustee, in trust, with portion of of of of UTHEASTERN 20 FEET (FINITE SHOWN ON THE MAP ENTERN 20 FEET)	ceurity Instrument secure cations of the Note; and (ment and the Note. For the ower of sale, the following CONTRA COSTA [Name of Recording JRONT AND REAR MEATITLED, "MAP OF EAT	es to Lender: (i) the (ii) the performance of his purpose, Borrowering described property [] [urisdiction] ASUREMENTS) ST
RICHMOND HEIGHTS TRACT FEBRUARY 2, 1911 IN THE OF BOOK 4 OF MAPS, PAGE 90.	T NO. 2, CONTRA COSTA (FFICE OF THE COUNTY R	ECORDER OF SAID CO	OUNTY, IN
CALIFORNIA-Single Family-Fannie Ma	e/Freddie Mac UNIFORM INSTRU	•	1 (page 2 of 13 pages)

which currently has the address of	6262 HIGHLAND AVI	ENUE		
•		[Stree	et]	
RICHMOND	, California	94805	("Property Address'):	
[City]		[Zip Code]		

TOGETHER WITH all the improvements now or hereafter crected 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 uncneumbered, 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.

Borrower Initials ______

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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 (1) 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.

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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: (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.

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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 carnings 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 net 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.

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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 nonrefundable 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

Borrower Initials ### _____

 ${\bf CALIFORNIA\text{-}Single}\ Family\text{-}{\bf Family}\text{-}{\bf Famile}\ {\bf Mae/Freddie}\ {\bf Mac}\ {\bf UNIFORM}\ {\bf INSTRUMENT}$

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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.

CALIFORNIA-Single Family-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3005 1/01 (page 8 of 13 pages)

CONTRA COSTA, CA DOCUMENT: TD 2007.314614

- 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. 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.

Borrower Initials AMC.

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

Form 3005 1/01 (page 9 of 13 pages)

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.

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

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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.

Borrower Initials

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

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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.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to him at the address of the Borrower set forth above. A copy of any Notice of Default and any Notice of sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

Borrower Initials

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

Form 3005 1/01 (page 12 of 13 pages)

BY SIGNING BELOW, Borrower accepts and agrees to the Instrument and in any Rider executed by Borrower and recorded w Witnesses:	
FAYE M	me Myetterron (Scal) RETTE-GROSLEY Borrower
	(Scal)
(Seal)	(Seal) -Borrower
On NOVENBER 7, 2007 before mc,	County ss:
before mc, bersonally appeared FAYE MYRETTE-CROSLEY, AN UN me—(or proved to me on the basis of satisfactory evidence) to be to the within instrument and acknowledged to me that he/she/they eapacity(ies), and that by his/her/their signature(s) on the instrum	the person(s) whose name(s) is/are subscribed executed the same in his/her/their authorized
which the person(s) acted, executed the instrument. Witness my hand and official seal. This area for official notarial seal)	ny Cuol (Scal)
TONY J. ESCOBAR COMM. #1672860 Notary Public-California SAN MATEO COUNTY	~ ·

CALIFORNIA-Single Family-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01 (page 13 of 13 pages)

1-4 FAMILY RIDER

(Assignment of Rents)

Loan Number 128272751

THIS 1-4 FAMILY RIDER is made this 7TH day of NOVEMBER, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CLARION MORTGAGE CAPITAL, INC. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6262 HIGHLAND AVENUE, RICHMOND, CALIFORNIA 94805

[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. Section 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.

Borrower Initials AM-C, ____

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

Form 3170 1/01 (page 1 of 3 pages)

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

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

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.

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.

Borrower Initials

MULTISTATE 1-4 FAMILY RIDER--Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01 (page 2 of 3 pages)

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BY S		BELOW,	Borrower acce	pts and agrees to	the terms and c	covenants contain	ned in this 1-4
ranniy	Kiger.			J	<i>a</i>	1	
				FAYE MYRE	ette-cyosley	tecroo	(Seal) Borrower
						<u>.</u>	(Seal)
							Bollowel

MULTISTATE 1-4 FAMILY RIDER--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01 (page 3 of 3 pages)

FIXED/ADJUSTABLE RATE RIDER INTEREST ONLY PERIOD

(1-Year LIBOR Index - Rate Caps) (Assumable after Initial Period) 10 Year Interest Only Period)

Loan # 128272751

THIS ADJUSTABLE RATE RIDER is made this 7TH day of NOVEMBER, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to CLARION MORTGAGE CAPITAL, INC.

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

6262 HIGHLAND AVENUE, RICHMOND, CALIFORNIA 94805

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

6.875 %. The Note The Note provides for an initial interest rate of provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of DECEMBER, 2012 and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

FIMB

FIMB
Fixed/Adjustable Rate Rider - WSJ 1 Yr. Libor - Interest Only Period - Borrower Initials - Borrower I

Form 5601

Page 1 of 5 8480831 (0610) VMP Mortgage Solutions, Inc. (800)521-7291

10/06

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(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-QUARTERS percentage point(s) %) 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%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than %. Thereafter, my interest rate will % or less than 2.750 never be increased or decreased on any single Change Date by more than TWO percentage point(s) %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.875

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

Borrower Initials & Form 5601

8480831 (0610)

Page 2 of 5

CONTRA COSTA.CA **DOCUMENT: TD 2007.314614** Page 18 of 22 B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS
STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT

SHALL BE IN EFFECT 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.

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.

2. AFTER BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE 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.

Borrower Initials / Form 5601

8480831 (0610)

Page 3 of 5

CONTRA COSTA,CA DOCUMENT: TD 2007.314614 Page 19 of 22

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

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

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

Borrower Initials AMC, Form 5601

8480831 (0610)

Page 4 of 5

CONTRA COSTA.CA **DOCUMENT: TD 2007.314614** Page 20 of 22 BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Laye Myle FAYE MYRYTTE-CROSLEY	the (Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
	(Seal) -Borrower	(Seal) -Borrower
8480831 (0610)	Page 5 of 5	Form 5601 10/06

Order No.: 3463305c Reference No.: CROSLEY

Escrow Officer: MELINDA VELASCO

Escrow Number: 2902305

DESCRIPTION

All that certain land situated in the unincorporated area of the **County of CONTRA COSTA**, **State of California**, and described as follows:

ALL OF LOT 32 AND THE SOUTHEASTERN 20 FEET (FRONT AND REAR MEASUREMENTS) OF LOT 31, IN BLOCK 99, AS SHOWN ON THE MAP ENTITLED, "MAP OF EAST RICHMOND HEIGHTS TRACT NO. 2, CONTRA COSTA COUNTY, CALIFORNIA", FILED ON FEBRUARY 2, 1911 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN BOOK 4 OF MAPS, PAGE 90.

APN No: **521-031-002-4**

End of Document

والمراوي والمال والمستوعد ومهود والمال

Page 7

CONTRA COSTA,CA DOCUMENT: TD 2007.314614 Page 22 of 22



Case MSC11-01423 - Complaints/Parties

Complaint Number: 1

Complaint Type: COMPLAINT **Filing Date:** 06/09/2011

Complaint Status: DISPOED 11/29/2011

ССПРИМ		10. 025 11, 25, 2011		
Party Number	Party Type	Party Name	Attorney	Party Status
1	PLAINTIFF	FAYE MYRETTE-CROSLEY	MCCANDLESS, TIMOTHY L	DISPOSED 11/29/2011
2	DEFENDANT	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS		DISPOSED 11/29/2011
3	DEFENDANT	MTC FINANCIAL	REYNOLDS, RAYMOND J	DISPOSED 11/29/2011
4	DEFENDANT	ONEWEST BANK F.S.B.	MALCOLM, WILLIAM G	DISPOSED 11/29/2011
5	DEFENDANT	CLARION MORTGAGE CAPITAL, INC.		DISPOSED 11/29/2011
6	DEFENDANT	FEDERAL HOME LOAN MORTGAGE CORPORATION		DISPOSED 11/29/2011

Case MSC11-01423 - Actions

Viewed	Date	Action Text	Disposition	Image
	01/26/2012 8:30 AM DEPT. 09	FURTHER CASE MANAGEMENT CONFERENCE	VACATED	
II I	9:00 AM	HEARING ON MOTION TO/FOR CONSOLIDATE RS11- 1500 WITH C11-01423 FILED BY FAYE MYRETTE- CROSLEY	VACATED	

14/13		welcome to Contra Costa County Superior Court		
	11/29/2011	NOTICE OF/TO FILING NOTICE OF REMOVAL FILED BY MORTGAGE ELECTRONICREGISTRATION SYSTEMS, ONEWEST BANK F.S.B., FEDERAL HOME LOAN MORTGAGE CORPORATION	Not Applicable	N/A
	11/29/2011	NOTICE OF REMOVAL OF CASE TO FEDERAL COURT FILED	Not Applicable	N/A
	11/28/2011	PROOF OF PERSONAL SERVICE FILED ON 1ST AMENDED COMPLAINT OF FAYE MYRETTE-CROSLEY AS TO CLARION MORTGAGE CAPITAL, INC. WITH SERVICE DATE OF 11/17/11	Not Applicable	N/A
	11/22/2011 9:00 AM DEPT. 09	HEARING ON MOTION TO/FOR CONSOLIDATE RS11- 1500 WITH C11-01423 FILED BY FAYE MYRETTE- CROSLEY	CONTINUED	
	11/21/2011	PROOF OF SERVICE BY CERTIFIED MAIL FILED ON 1ST AMENDED COMPLAINT OF FAYE MYRETTE-CROSLEY AS TO FEDERAL HOME LOAN MORTGAGE CORPORATION. DATE OF MAILING 10/27/11	Not Applicable	N/A
	11/16/2011	PROOF OF SERVICE BY MAIL FILED RE: MOTION TO CONSOLIDATE, MAILED 11/11/11 VIA FEDEX	Not Applicable	N/A
	11/15/2011 9:00 AM DEPT. 09	HEARING ON DEMURRER TO COMPLAINT FILED 06/09/2011 OF FAYE MYRETTE-CROSLEY FILED BY ONEWEST BANK F.S.B.	VACATED	
	11/08/2011 9:00 AM DEPT. 09	HEARING ON DEMURRER TO COMPLAINT FILED 06/09/2011 OF FAYE MYRETTE-CROSLEY FILED BY MTC FINANCIAL	VACATED	
	11/08/2011 9:00 AM DEPT. 09	HEARING ON MOTION TO/FOR STRIKE PUNITIVE DAMAGES & ATTY FEES FILED BY MTC FINANCIAL	VACATED	
	10/27/2011 8:30 AM DEPT. 09	CASE MANAGEMENT CONFERENCE	COMPLETED	
	10/24/2011	PROOF OF SERVICE BY MAIL FILED RE: 1ST AMENDED COMPLAINT MAILED 10/24/11 TO: SEE LIST	Not Applicable	N/A
	10/24/2011	AMENDMENT TO 1ST AMENDED COMPLAINT OF FAYE MYRETTE-CROSLEY FILED TO NAME FEDERAL HOME LOAN MORTGAGE CORPORATION AS DOE 2	Not Applicable	N/A
	10/24/2011	AMENDMENT TO 1ST AMENDED COMPLAINT OF FAYE MYRETTE-CROSLEY FILED TO NAME CLARION MORTGAGE CAPITAL, INC. AS DOE 1	Not Applicable	N/A
	10/24/2011	(U.J.) 1ST AMENDED COMPLAINT OF FAYE MYRETTE- CROSLEY FILED	Not Applicable	N/A
	10/20/2011	CASE MANAGEMENT CONFERENCE STATEMENT FILED BY FAYE MYRETTE-CROSLEY	Not Applicable	N/A
	10/17/2011	CASE MANAGEMENT CONFERENCE STATEMENT FILED BY MTC FINANCIAL	Not Applicable	N/A
	II .			

	welcome to Contra Costa County Superior Court		
10/13/2011	(U.J.) FIRST APPEARANCE FEE PAID BY MORTGAGE ELECTRONICREGISTRATION SYSTEMS	Not Applicable	
10/13/2011	STIPULATION & ORDER TO SET ASIDE DEFAULT MORTGAGE ELECTRONIC REGISTRAT FILED	Not Applicable	N/
10/11/2011	STIP & ORD TO SET ASIDE DEFAULT TO RM 103 TO FILE	Not Applicable	N/
10/04/2011	HEARING ON MOTION WAS SET FOR 11/22/11 AT 9:00 IN DEPT. 09		
10/04/2011	MOTION TO/FOR CONSOLIDATE RS11-1500 WITH C11- 01423 FILED BY FAYE MYRETTE-CROSLEY		
09/16/2011 7:00 AM DEPT. 09	CHECK FOR REQUEST FOR ENTRY OF DEFAULT	VACATED	
08/29/2011	REQUEST TO ENTER DEFAULT ON COMPLAINT FILED 06/09/2011 OF FAYE MYRETTE-CROSLEY FILED AS TO MORTGAGE ELECTRONICREGISTRATION SYSTEMS	Not Applicable	N/
08/29/2011	DEFAULT ENTERED ON THE COMPLAINT FILED 06/09/2011 OF FAYE MYRETTE-CROSLEY AGAINST DEFENDANT MORTGAGE ELECTRONICREGISTRATION SYSTEMS BY CLERK AS REQUESTED	Not Applicable	N/
08/22/2011	DECLARATION OF MTC FINANCIAL INC DBA TRUSTEE CORPS FILED RE: SERVICE BY MAIL	Not Applicable	N/
08/18/2011	NOTICE OF/TO HEARING RE DEMURRER TO COMPLAINT FILED ON BEHALF OF ONEWEST BANK F.S.B.	Not Applicable	N/
08/16/2011	REQUEST OF ONEWEST BANK F.S.B. FOR JUDICIAL NOTICE FILED	Not Applicable	N/
08/16/2011	HEARING ON DEMURRER WAS SET FOR 11/15/11 AT 9:00 IN DEPT. 09		
08/16/2011	DEMURRER TO COMPLAINT FILED 06/09/2011 OF FAYE MYRETTE-CROSLEY FILED BY ONEWEST BANK F.S.B.	Not Applicable	N/
08/15/2011 7:00 AM DEPT. 09	CHECK FOR PROOF OF SERVICE	VACATED	
08/11/2011	NOTICE OF/TO MTN TO STRIKE PUNITIVE DAMAGES FILED ON BEHALF OF MTC FINANCIAL	Not Applicable	N/
08/11/2011	HEARING ON MOTION WAS SET FOR 11/08/11 AT 9:00 IN DEPT. 09		
08/11/2011	MOTION TO STRIKE PUNITIVE DAMAGES & ATTY FEES COMPLAINT FILED 06/09/2011 OF FAYE MYRETTE-CROSLEY FILED BY MTC FINANCIAL, REPRESENTED BY RAYMOND J REYNOLDS	Not Applicable	N/
08/11/2011	REQUEST OF MTC FINANCIAL FOR JUDICIAL NOTICE FILED	Not Applicable	N/

77 10		Welcome to Contra Costa County Superior Court		
	08/11/2011	APPENDIX OF FEDERAL CASES CITED IN DEFT MTC FINANC AL INC DBA TRUSTEE CORP DEMURRER TO COMPLT	Not Applicable	N/A
	08/11/2011	NOTICE OF/TO HRG ON DEMURRER TO COMPLT FILED ON BEHALF OF MTC FINANCIAL	Not Applicable	N/A
	08/11/2011	MEMORANDUM OF POINTS AND AUTHORITIES FILED BY MTC FINANCIAL IN SUPPORT MTC FINANCIAL INC DBA TRUSTEE CORPS DE MURRER	Not Applicable	N/A
	08/11/2011	HEARING ON DEMURRER WAS SET FOR 11/08/11 AT 9:00 IN DEPT. 09		
	08/11/2011	DEMURRER TO COMPLAINT FILED 06/09/2011 OF FAYE MYRETTE-CROSLEY FILED BY MTC FINANCIAL	Not Applicable	N/A
	08/02/2011	PROOF OF PERSONAL SERVICE FILED ON COMPLAINT FILED 06/09/2011 OF FAYE MYRETTE-CROSLEY AS TO MORTGAGE ELECTRONICREGISTRATION SYSTEMS WITH SERVICE DATE OF 07/12/11	Not Applicable	N/A
	08/02/2011	CLERK`S TICKLER TO CHECK FOR REQUEST FOR ENTRY OF DEFAULT WAS SET FOR 9/16/11 AT 7:00 IN DEPT. 09		
	08/02/2011	PROOF OF PERSONAL SERVICE FILED ON COMPLAINT FILED 06/09/2011 OF FAYE MYRETTE-CROSLEY AS TO ONEWEST BANK F.S.B. WITH SERVICE DATE OF 07/11/11	Not Applicable	N/A
	06/09/2011	CLERK`S TICKLER TO CHECK FOR PROOF OF SERVICE WAS SET FOR 8/15/11 AT 7:00 IN DEPT. 09		
	06/09/2011	CASE ENTRY COMPLETE	Not Applicable	
	06/09/2011	ORIGINAL SUMMONS ON COMPLAINT FILED 06/09/2011 OF FAYE MYRETTE-CROSLEY FILED	Not Applicable	N/A
	06/09/2011	COLOR OF FILE IS PINK	Not Applicable	
	06/09/2011	CASE MANAGEMENT CONFERENCE WAS SET FOR 10/27/11 AT 8:30 IN DEPT. 09		
	06/09/2011	CASE HAS BEEN ASSIGNED TO DEPT. 09		
		COMPLAINT FILED. SUMMONS IS ISSUED	Not Applicable	N/A

Case MSC11-01423 - Pending Hearings

Date Action Text Disposition Image





EXHIBIT 1

CORPORATE OFFICES
2112 Business Center Drive
Second Floor
Irvine, CA 92612

TELEPHONE: (949) 252-9400 FACSIMILE: (949) 252-1032

INLAND EMPIRE OFFICE 3403 10th Street, Suite 711

Riverside, CA 92501 TELEPHONE: (951) 682-9705

The Offices of MALCOLM • CISNEROS A LAW CORPORATION

ARIZONA OFFICE
7047 E. Greenway Parkway
Suite 390
Scottsdale, AZ 85254
TELEPHONE: (480) 993-1993

NEVADA OFFICE 915 East Bonneville Las Vegas, NV 89101 TELEPHONE: (702) 382-1399

February 15, 2012

Via E-mail and Overnight Mail

Timothy L. McCandless, Esq. (tmvictorvillelaw@gmail.com)
Ashley Ornelas, Esq. (Ashley@prodefenders.com)
LAW OFFICES OF TIMOTHY L. MCCANDLESS
820 Main Street, Suite #1
Martinez, California 94553

RE: Faye Crosley v. MERS et al

Case No. 3:11-cv-05660-EDL Our file no.: MC96931

Dear Mr. McCandless,

As you know, we represent Mortgage Electronic Registration Systems, Inc., OneWest Bank, F.S.B. ("OneWest") and Federal Home Loan Mortgage Corporation ("Freddie Mac") (collectively, "Defendants") with regard to the above-referenced matter. In accordance with our settlement negotiations, attached please find a copy of the proposed Trial Period Plan ("TPP"). In addition to the other conditions set forth in the TPP (i.e. acceptance of the offer by February 23, 2012 and initial payment on March 1, 2012), the TPP is conditioned upon Ms. Crosley's dismissal of the pending federal action with prejudice. The dismissal must be requested on or before February 23, 2012.

Finally, these types of negotiations typically occur prior to non-judicial foreclosure proceedings. Thus, references to postponement of the foreclosure sale throughout the TPP may be disregarded. Should you wish to discuss this matter, please contact our office.

Sincerely,

Melissa M. Sgroi, Esq.

MMS:kk Enclosure

LAW OFFICE OF Timothy L. McCandiess, Esq.

1881 BUSINESS CENTER DRIVE, STE. 9A SAN BERNARDINO, CA 92408 (909) 890-9192 Fax 909-382-9956

February 22, 2012

Melissa M. Sgroi, Esq. Malcolm & Cisneros Corporate Offices 2112 Business Drive Second Floor Irvine, CA 92612

Re:

Faye Crosley v. MERS, et al.

Case No.: 3:11-cv-05660-EDL

Dear Ms. Sgroi:

Please find the accepted Loan Modification Agreement fully executed by our client Faye Crosley for the Loan Number 1010715330, located at 6262 Highland Avenue, Richmond, CA 94805.

Please contact my office should you have any further questions.

Sincerely,

Regards,

TIMOTHY L. MCCANDLESS

Cc: file/client

N

Faye Crosley 6262 Highland Avenue Richmond, CA 94805



You may be able to make your payments more affordable. Act now to get the help you need!

a division of OneWest Bank®, FSB

Call 1.888.329.2803 for Immediate Assistance.

February 13, 2012

Faye Crosley 6262 Highland Avenue Richmond, CA 94805 Loan #: 1010715330 Investor Loan #: 487557476

Reference #: 1010715330-169998-02092012

Property Address: 6262 Highland Ave

Richmond, CA 94805

Call Toll Free

Mon. - Fri.: 8 a.m. - 9 p.m. (EST) Sat.: 9 a.m. - 6 p.m. (EST)

Dear Faye Crosley,

Thank you for contacting us about your mortgage. Based on a review of the information you provided, we are offering you an opportunity to enter into a conditional Trial Period Plan under the federal Home Affordable Modification Program (HAMP). This is the first step toward qualifying for more affordable mortgage payments or more manageable terms however, no permanent modification of your loan is hereby guaranteed. It is important that you read this information in its entirety so that you completely understand the actions you need to take to successfully complete the Trial Period Plan and permanently modify your mortgage.

To Suspend Foreclosure

You must contact us at 1.888.329.2803 or in writing at the address provided below* to indicate your intent to accept this offer no later than 2/23/2012. If you contact us by 2/23/2012 to indicate your intent to accept this offer, we will not refer your loan to foreclosure or if your loan has been referred to foreclosure, we will suspend the next legal action in the foreclosure proceedings.

However, If you do not respond by 2/23/2012, foreclosure proceedings may continue, and a foreclosure sale may occur, even if such sale is scheduled prior to the first payment due date set forth below. If a foreclosure sale occurs prior to your making your first payment and you failed to respond by 2/23/2012, this offer has been revoked.

TIME IS OF THE ESSENCE.

To Accept This Offer

If you have notified us of your intent to accept the offer by 2/23/2012, you must make your first trial period payment by 3/1/2012. If you fail to make the first trial period payment by 3/1/2012 and we do not receive the payment by the last day of the month in which it is due, this offer has been revoked and foreclosure proceedings may continue and a foreclosure sale may occur.

Make Trial Period Payments

To successfully complete the trial period, you must make the trial period payments below.

• First payment: \$1,703.27 by 3/1/2012

• Second payment: \$1,703.27 by 4/1/2012

• Third payment: \$1,703.27 by 5/1/2012

TIME IS OF THE ESSENCE.

Attachments: (1) Frequently Asked Questions and (2) Additional Trial Period Plan Information and Legal Notices

The Making Home Affordable program was created to help millions of homeowners refinance or modify their mortgages. As part of this program hindde Mac (the owner of your loan), your servicer, and the Federal Government are working to offer you options to help you stay in your home.

Please send your trial period payments to:

*IndyMac Mortgage Services, 2900 Esperanza Crossing, IndyMac-1, Austin, TX 78758

If you have questions about your trial period or permanent modification requirements, please contact us at 1.888,329,2803.

Next Steps

- It is important that you thoroughly review the Frequently Asked Questions and Additional Trial Period Plan Information and Legal Notices information attached.
- O Please make sure to complete the attached Government Monitoring Data form and return it to us along with your Trial Period Plan agreement.
- Once you have successfully made each of the payments above by their due dates, and you have submitted
 two signed copies of your modification agreement, and we have signed the modification agreement, your
 mortgage may be permanently modified in accordance with the terms of your modification agreement,
 but no permanent modification of your loan is hereby guaranteed.
- We must receive each payment, in the month in which it is due. If you miss a payment or do not fulfill
 any other terms of your trial period, this offer will end and your mortgage loan will not be modified
 under the Making Home Affordable Program.
- If you have questions about this information, your trial period payments, or HAMP modification requirements, please contact us at 1.888.329.2803.
- If you feel that you cannot afford the trial period payments shown above but want to remain in your home, or
 if you have decided to leave your home, please contact us at 1.888.329.2803 to discuss alternatives to
 foreclosure.
- Please note that except for your monthly mortgage payment amount during the trial period, the terms of your
 existing note and all mortgage requirements remain in effect and unchanged during the trial period.

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Beware of Foreclosure Rescue Scams. Help is free!

- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
 - For a HUD-approved counselor, visit: http://www.hud.gov/offices/hsg/sfh/hcc/fc/, or call the toll-free housing counseling telephone referral service at 1.800.569.4287.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.







FREQUENTLY ASKED QUESTIONS

E. Get the answers you need to some of the most common questions.

What else should I know about this offer?

- If you make your new trial period payments timely we will not conduct a foreclosure sale.
- You will not be charged any fees for this Trial Period Plan or a permanent modification.
- · If your loan is modified, we will waive all unpaid late charges.
- Credit Reporting: We will continue to report the delinquency status of your loan to credit reporting agencies as well as your entry into a Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements. CREDIT SCORING COMPANIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH REDUCED PAYMENTS AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A TRIAL PERIOD PLAN MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE. For more information about your credit score, go to https://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.
- · You may be required to attend credit counseling.

Why is there a trial period?

The trial period offers you immediate payment relief and gives you time to make sure you can manage the lower monthly mortgage payment. The trial period is temporary and your existing loan and loan requirements remain in effect and unchanged during the trial period.

When will I know if my loan can be modified permanently and how will the modified loan balance be determined? Once you make all of your trial period payments on time and return to us two copies of a modification agreement with your signature, we will sign one copy and send it back to you so that you will have a fully executed modification agreement detailing the terms of the modified loan. Any difference between the amount of the trial period payments and your regular mortgage payments will be added to the balance of your loan along with any other past due amounts as permitted by your loan documents. While this will increase the total amount that you owe, it should not significantly change the amount of your modified mortgage payment as that is determined based on your total monthly gross income, not your loan balance.

Are there incentives that I may qualify for if I am current with my new payments?

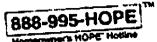
Once your loan is modified, you can earn a pay-for-success incentive for every month that you make on-time payments beginning with the trial period payments. Depending on your modified monthly payment, you may accrue up to \$1,000 each year for five years for a maximum of \$5,000. This important benefit, which will be applied to your principal balance each year after the anniversary date of your first trial period payment due date, will help you earn equity in your home by reducing the amount that you owe. However, you must remain current on your loan. You will lose this benefit if your modified loan loses good standing, which means that the equivalent of three full monthly payments are due and unpaid on the last day of any month, at any time during this five year period. If you lose this benefit, you will lose all accrued, unapplied incentive payments.

Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?

Once your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage <u>unless</u> your initial modified interest rate is below current market interest rates. In that case, the below market interest rate will be fixed for five years. At the end of the fifth year, your interest rate may increase by 1% per year until it reaches a cap. The cap will equal the market rate of interest being charged by mortgage lenders on the day your modification agreement is prepared (the Freddle Mac Primary Mortgage Market Survey® rate for 30-year fixed-rate conforming mortgages). Once your interest rate reaches the cap, it will be fixed for the remaining life of your loan. Your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.

What If I have other questions about a Home Affordable Modification that cannot be answered by my mortgage servicer?

Call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). This hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish.



What if I am aware of fraud, waste, mismanagement or misrepresentations affiliated with the **Troubled Asset Relief Program?**

Please contact SIGTARP at 1.877.SIG.2009 (toll-free), 202.622.4559 (fax) or www.sigtarp.gov and provide them with your name, our name as your servicer, your property address, loan number and reason for escalation. Mail can be sent to: Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L Street NW, Washington, DC 20220.



Additional Trial Period Plan Information and Legal Notices

We will not proceed to foreclosure sale during the trial period, provided you are complying with the terms of the trial period plan:

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the plan or do not qualify for a permanent modification.
- You agree that we may hold the trial period payments in an account until sufficient funds are in the account to pay
 your oldest delinquent monthly payment. You also agree that we will not owe you interest on the amounts held in the
 account. If any money is left in this account at the end of the Trial Period Plan and you qualify for a loan modification,
 those funds will be deducted from amounts that would otherwise be added to your modified principal balance.
- Our acceptance and posting of your payment during the trial period will not be deemed a waiver of the acceleration of
 your loan (or foreclosure actions) and related activities, and shall not constitute a cure of your default under your loan
 unless such payments are sufficient to completely cure your entire default under your loan.

If your monthly payment did not include escrows for taxes and insurance, you are now required to do so:

 You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account.

Your current loan documents remain in effect; however, you may make the trial period payment instead of the payment required under your loan documents:

You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

IndyMac Mortgage Service	es, a division of OneWest Bank, FSB	
Ву:		
	Date	
I/We agree to the terms of	the Trial PeriodiPlan as described above.	
Faire M. C	Crocles 2-22-12	
Fave Crosley	Date	Date

Reference #: 1010715330-169998-02092012

	LIFORNIA ALL-PURPOSE CATE OF ACKNOWLEDGMENT TO ALLED THE INSERT Name and ritle of the officer)
0	· · · · · · · · · · · · · · · · · · ·
who proved to me on the basis of satisfactory evidence to be the per the within instrument and acknowledged to me that the/she/the authorized capacity(ies), and that by-his/her/their signature(s) on the 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.	ney executed the same in his/her/their
State or California that the foregoing paragraph is true and correct.	OLIVER A. GREENWOOD
WITNESS my hand and official seal. Signature	Commission # 1858992 Notary Public - California Contra Costa County My Comm. Expires Jul 25, 2013
Signature O S S S S S S S S S S S S S S S S S S	(Seal)
OPTIONAL INFORMATION Although the information in this section is not required by law, it could preve acknowledgment to an unauthorized document and may prove useful to per	
Description of Attached Document	Additional Information
The preceding Certificate of Acknowledgment is attached to a document	Method of Signer Identification Proved to me on the basis of satisfactory evidence:
titled/for the purpose of	└── form(s) of identification ← credible witness(es)
centaining pages, and dated	Notarial event is detailed in notary journal on: Page # Entry #
The signer(s) capacity or authority is/areas: Individual(s) Attorney-in-Fact Corporate Officer(s)	Notary contact: Other Signer(s) Signer(s) Thumbprint(s)
Guardian/Conservator Partner-Limited/General Trustee(s) Other: representing: Name(s) of Person(s) or Entity(ies) Signer is Representing	



FREQUENTLY ASKED QUESTIONS

Set the ariswers you need to some of the most common questions:

What else should I know about this offer?

- · If you make your new trial period payments timely we will not conduct a foreclosure sale.
- You will not be charged any fees for this Trial Period Plan or a permanent modification.
- If your loan is modified, we will waive all unpaid late charges.
- Credit Reporting: We will continue to report the delinquency status of your loan to credit reporting agencies as well as your entry into a Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements, CREDIT SCORING COMPANIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH REDUCED PAYMENTS AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A TRIAL PERIOD PLAN MAY ADVERSELY AFFECT YOUR CREDIT SCORE, PARTICULARLY IF YOU ARE CURRENT ON YOUR MORTGAGE OR OTHERWISE HAVE A GOOD CREDIT SCORE, For more information about your credit score, go to http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.
- · You may be required to attend credit counseling.

Why is there a trial period?

The trial period offers you immediate payment relief and gives you time to make sure you can manage the lower monthly mortgage payment. The trial period is temporary and your existing loan and loan requirements remain in effect and unchanged during the trial period.

When will I know if my loan can be modified permanently and how will the modified loan balance be determined? Once you make all of your trial period payments on time and return to us two copies of a modification agreement with your signature, we will sign one copy and send it back to you so that you will have a fully executed modification agreement detailing the terms of the modified loan. Any difference between the amount of the trial period payments and your regular mortgage payments will be added to the balance of your loan along with any other past due amounts as permitted by your loan documents. While this will increase the total amount that you owe, it should not significantly change the amount of your modified mortgage payment as that is determined based on your total monthly gross income, not your loan balance.

Are there incentives that I may qualify for if I am current with my new payments?

Once your loan is modified, you can earn a pay-for-success incentive for every month that you make on-time payments beginning with the trial period payments. Depending on your modified monthly payment, you may accrue up to \$1,000 each year for five years for a maximum of \$5,000. This important benefit, which will be applied to your principal balance each year after the anniversary date of your first trial period payment due date, will help you earn equity in your home by reducing the amount that you owe. However, you must remain current on your loan. You will lose this benefit if your modified loan loses good standing, which means that the equivalent of three full monthly payments are due and unpaid on the last day of any month, at any time during this five year period. If you lose this benefit, you will lose all accrued, unapplied incentive payments.

Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?

Once your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage <u>unless</u> your initial modified interest rate is below current market interest rates. In that case, the below market interest rate will be fixed for five years. At the end of the fifth year, your interest rate may increase by 1% per year until it reaches a cap. The cap will equal the market rate of interest being charged by mortgage lenders on the day your modification agreement is prepared (the Freddie Mac Primary Mortgage Market Survey® rate for 30-year fixed-rate conforming mortgages). Once your interest rate reaches the cap, it will be fixed for the remaining life of your loan. Your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.

FREQUENTLY ASKED QUESTIONS

Gettine answers you need to some of the most common questions.

What if I have other questions about a Home Affordable Modification that cannot be answered by my mortgage servicer?

Call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). This hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish.

888-995-HOPE

What if I am aware of fraud, waste, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program?

Please contact SIGTARP at 1.877.SIG.2009 (toll-free), 202.622.4559 (fax) or www.sigtarp.gov and provide them with your name, our name as your servicer, your property address, loan number and reason for escalation. Mail can be sent to: Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L Street NW, Washington, DC 20220.



Reference #: 1010715330-169998-02092012 FHLMC_9246 Freddie Mac Form 1117 11/09 (Rev 10/10)

Additional Trial Period Plan Information and Legal Notices

We will not proceed to foreclosure sale during the trial period, provided you are complying with the terms of the trial period plan:

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the plan or do not qualify for a permanent modification.
- You agree that we may hold the trial period payments in an account until sufficient funds are in the account to pay
 your oldest delinquent monthly payment. You also agree that we will not owe you interest on the amounts held in the
 account. If any money is left in this account at the end of the Trial Period Plan and you qualify for a loan modification,
 those funds will be deducted from amounts that would otherwise be added to your modified principal balance.
- Our acceptance and posting of your payment during the trial period will not be deemed a waiver of the acceleration of
 your loan (or foreclosure actions) and related activities, and shall not constitute a cure of your default under your loan
 unless such payments are sufficient to completely cure your entire default under your loan.

If your monthly payment did not include escrows for taxes and insurance, you are now required to do so:

You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account.

Your current loan documents remain in effect; however, you may make the trial period payment instead of the payment required under your loan documents:

You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

IndyMac Mortgage Serv	vices, a division	of OneWest Bank, FSB		
By:				
		Date		
I/We agree to the terms	of the Triefl Per	iod Plan as described abo	ve.	
Faire MC1	pelan	2-22-12		
Fave Croslev	1	Date		Date

Home Affordable Modification Program Government Monitoring Data Form

Information for Government Monitoring Purposes

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

BORROWER	CO-BORROWER				
l do not wish to furnish this information			I do not wish to furnish this information		
Ethnicity: Hispanic or Latino Not Hispanic or Latino			Ethnicity: Hispanic or Latino Not Hispanic or Latino		
Race: American Indian or Ala Asian Black or African Ameri Native Hawaiian or Oti White	Race: American Indian or Alaska Native Asian Black or African American Native Hawaiian or Other Pacific Islander White				
Sex: Z- Female Male		Sex:	Fer Mal	nale le	
To be complet	ted by Servicers			Name/Address of Interviewer's Employer	
This request was taken by: Servicer/Interview type) & ID Number Face-to-face interview			(print or		
Mall Telephone Internet	Servicer/Interviewer's Signature		ure		
Servicer/Interview Number(include a					
Loan Number:	Servicer/Interviewe Number(include ar			Servicer/Interviewer's email address	

Exhibit D



Create New Shipment

View Pending Shipments

-----Please fold or cut in half-----

SENDER'S RECEIPT

Airbill#:

1ZX874350195212237

To(Company):

Law Offices of Timothy L McCandless

820 Main Street

MARTINEZ, CA 94553

United States

Attention To: Ashley Ornelas, Esq.

Phone#:

Sent By:

Karly

Phone#:

9492529400

Rate Estimate:

Protection:

None Required

Description: Weight:

Letter

Dimensions:

 $0 \times 0 \times 0$

\$24.09

Ship Ref:

MC96931 / Crosley

Amount: \$0

Service Level:

UPS Next Day Air

Special Service:

COD Amount: \$0.00

Payment Options:

Date Printed:

2012-04-17 Bill Shipment To: Sender

Bill To Account:

X87435

Ship Date:

2012-04-17

UPS Signature (optional)

Route

Date____ Time



For Tracking, please go to www.ups.com or call 1-800-PICK-UPS Thank you for shipping with UPS Worldwide Express

CORPORATE OFFICES
2112 Business Center Drive
Second Floor
Irvine, CA 92612

TELEPHONE: (949) 252-9400 FACSIMILE: (949) 252-1032

INLAND EMPIRE OFFICE 3403 10th Street, Suite 711

Riverside, CA 92501 TELEPHONE: (951) 682-9705

The Offices of MALCOLM ♦ CISNEROS A LAW CORPORATION

ARIZONA OFFICE

7047 E. Greenway Parkway Suite 390 Scottsdale, AZ 85254 TELEPHONE: (480) 993-1993

> NEVADA OFFICE 915 East Bonneville Las Vegas, NV 89101

TELEPHONE: (702) 382-1399

April 17, 2012

Via E-mail and Overnight Mail

Timothy L. McCandless, Esq. (tmvictorvillelaw@gmail.com)
Ashley Ornelas, Esq. (Ashley@prodefenders.com)
LAW OFFICES OF TIMOTHY L. MCCANDLESS
820 Main Street, Suite #1
Martinez, California 94553

RE: Faye Crosley v. MERS et al

Case No. 3:11-cv-05660-EDL

Our file no.: MC96931

Dear Mr. McCandless,

As you know, we represent Mortgage Electronic Registration Systems, Inc., OneWest Bank, F.S.B. ("OneWest") and Federal Home Loan Mortgage Corporation ("Freddie Mac") (collectively, "Defendants") with regard to the above-referenced matter. In accordance with our settlement negotiations, attached please find a copy of the Final Home Affordable Modification Agreement ("Modification Agreement"). Please deliver the Modification Agreement to your client for execution and return it to our office no later than April 24, 2012. The first payment under the Modification Agreement should be made no later than June 1, 2012. In the interim, please instruct your client to continue making payments in accordance with the Trial Period Plan.

Should you wish to discuss this matter, please do not hesitate to contact our office.

Sincerely,

Melissa M. Sgroi, Esq.

Museamproc

MMS:kk Enclosure



NOTICE TO BORROWERS

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

By signing the enclosed documents you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct."

SIGTARP Hotline

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by:

Phone:

Online Form: www.SIGTARP.gov 877-SIG-2009 (toll-free)

Fax:

202-622-4559

Mail to:

Hotline

Office of the Special Inspector General For The Troubled Asset Relief Program 1500 Pennsylvania Ave., NW, Suite 1064

Washington, D.C. 20220

For all other inquiries related to your mortgage, please contact your Lender.



HELPING YOU STAY IN YOUR HOME.



IndyMac Mortgage Services a division of OneWest Bank^a. FSB

You may be able to make your payments more affordable.

Act now to get the help you need!

April 13, 2012
1B60411B 9000000003 1/3

Faye Crosley 6262 Highland Ave Richmond, CA 94805-1644 Loan #: 1010715330 Investor Loan #: 487557476

MERs ID: 100155800000379051

Reference #: 1010715330-169998-02092012

MAT Instance #: 6

Property Address: 6262 Highland Ave

Richmond, CA 94805

Dear Faye Crosley,

Congratulations! You are eligible for a Home Affordable Modification. As previously described, if you comply with the terms of the Home Affordable Modification trial period plan, we will modify your mortgage loan and waive all prior late charges that remain unpaid.

The enclosed Home Affordable Modification Agreement ("Modification Agreement") reflects the proposed terms of your modified mortgage.

How to Accept This Offer:

1321 COMPLETE AND RETURN THE ENCLOSED AGREEMENT BY THE DUE DATE

To accept this offer, <u>you must sign</u>, <u>have notarized and return both copies</u> of the Modification Agreement <u>to us in the enclosed</u>, <u>pre-paid envelope</u> by 4/24/2012. If the Modification Agreement has notary provisions at the end, you must sign both copies before a notary public and return the notarized copies to us. We encourage you to <u>make a copy</u> of all documents for your records. If you do not send both signed copies of the Modification Agreement by the above date, you must contact us if you still wish to be considered for this program and have your loan modified.

STEP2 CONTINUE TO MAKE YOUR TRIAL PERIOD PAYMENTS ON TIME

Be certain to make any remaining trial period payments on or before the dates they are due. If the trial period payments are made after their due dates or in amounts different from the amount required, your loan may not be modified.

To better understand the proposed terms of your modified mortgage, please read the attached summary of your modified mortgage and the Modification Agreement.

Once your first mortgage is permanently modified under HAMP if you have a second mortgage on the same property, you may be eligible for a modification on your second mortgage under the Second Lien Modification Program (2MP). Please visit www.MakingHomeAffordable.gov/programs/second-mortgage-help/Pages/default.aspx to see if your second mortgage servicer is participating in 2MP. If your second mortgage servicer is participating, you should hear from them within 60 days. If not, please contact them directly to see if you are eligible for a modification.

We look forward to hearing from you no later than 4/24/2012.

Sincerely,

Brandon Latman Senior Vice President

IndyMac Mortgage Services, a division of OneWest Bank®, FSB

Call Toll Free: 1.877.277.0146 Monday - Friday, 8 a.m. - 9 p.m. (EST) Saturday, 9 a.m. - 6 p.m. (EST)

Visit our website at

www.indymacmortgageservices.com

The Making Home Affordable program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, Freddie Mac (the owner of your loan), your servicer, and the Federal Government are working to offer you options to help you stay in your home.

Attachments: Summary of Your Modified Mortgage, Two copies of the Modification Agreement

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Beware of Foreclosure Rescue Scams. Help is free!

- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
 - o For a HUD-approved counselor, visit: http://www.hud.gov/offices/hsg/sfh/hcc/fc/, or call the toll-free housing counseling telephone referral service at 1.800.569.4287.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house.
 Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

NEW PRINCIPAL BALANCE. Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums and certain assessments paid on your behalf to a third party, will be added to your mortgage loan balance. In addition, your mortgage insurance premium may increase as a result of the higher mortgage loan balance. If you fulfill the terms of the trial period including, but not limited to, making any remaining trial period payments, we will waive ALL late charges that have accrued and remain unpaid at the end of the trial period.

INTEREST RATE. The interest rate on your modified loan will be adjusted as noted in the attached Modification Agreement in Section 3.C.

TERM EXTENSION. To reduce your mortgage payment, we will extend the term of your mortgage. This means we will spread your payments out over a longer period.

DEFERRAL OF PRINCIPAL. To further reduce your mortgage payment, we will defer collection of and not collect interest on \$277,200.00 of your outstanding principal. You will not be required to make monthly payments on that portion. This portion of principal will be due when you pay off the modified loan, which will be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due.

ESCROW ACCOUNT. The terms of your Modification Agreement require the servicer to set aside a portion of your new monthly payment in an escrow account for payment of your property taxes, insurance premiums and other required fees. Any prior waiver of escrows by your lender is no longer in effect. IndyMac Mortgage Services will draw on this account to pay your real estate taxes and insurance premiums as they come due. Please note that your escrow payment amount will adjust if your taxes, insurance premiums and/or assessment amounts change, so the amount of your monthly payment that IndyMac Mortgage Services must place in escrow will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be \$579.68. This amount is included in the loan payment noted in Section 3.C. of the enclosed Modification Agreement; you do not need to remit this amount separately.

ESCROW SHORTAGE. Due to the timing of your tax and insurance payments, we have determined that there is a shortage of funds in your escrow account in the amount of \$2,173.80. You may pay this amount over a five-year (60 months) period. This monthly payment has already been included in the monthly escrow payment stated above. **If you wish to pay the total shortage now, in a lump sum, please contact us. Paying this amount now in a lump sum will reduce your new monthly mortgage payment.**

PAYMENT SCHEDULE. The enclosed Modification Agreement includes a payment schedule in Section 3.C. showing your payment plan for the life of your modified loan after the trial period.

FEES. There are no fees or other charges for this modification.

REPRESENTATIONS. Please read the enclosed Modification Agreement carefully and make sure that you understand the terms of this modification and how it compares to the current terms of your original (or previously modified) loan. In some cases the new modification may change terms, for example, a higher interest rate, that may or may not be combined with changes to other loan terms such as extension of the loan term, reduction in the principal balance, or deferral of repayment of principal, which must be considered together in order for you to determine if the new modification terms are more beneficial to you than your current loan terms. You are advised to consult with a financial advisor prior to accepting the terms of a loan modification. If you have any questions, please contact us at 1.877.277.0146.

BORROWER INCENTIVE. If you make your monthly mortgage payments on time, you will accrue a monthly benefit equal to \$83.33. As long as your mortgage loan does not lose good standing, which means that the equivalent of three full monthly payments are due and unpaid on the last day of any month, we will apply your accrued monthly benefit to your mortgage loan and reduce your principal balance after each of the first through fifth anniversaries of the month in which the trial period plan is executed. If your modified loan loses good standing at any time during this five year period, you will lose all accrued but unapplied principal reduction benefits and will no longer be eligible to accrue additional principal reduction benefits even if the mortgage loan is later brought current.

	·		

Investor Loan #: 487557476

Reference #: 1010715330-169998-02092012 MERs ID:100155800000379051

After Recording Return To:

IndyMac Mortgage Services, a division of OneWest Bank, FSB

Mailcode: IndyMac-12 2900 Esperanza Crossing Austin, TX 78758

This document was prepared by

• •		
	** A	
	[Space Above This Line For Recording Data]	

HOME AFFORDABLE MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

Borrower ("I"):1 Fave Crosley

Lender or Servicer ("Lender"): IndyMac Mortgage Services, a division of OneWest Bank, FSB Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): 11/7/2007 Loan Number: 1010715330

Property Address ("Property"): 6262 Highland Ave, Richmond, CA 94805

Recorded on 11/14/2007 in Book or Liber _____ at page(s) _____, or Instrument or Document No. 2007 0314614 00 of the official records of Contra Costa, California. If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3157 3/09 (rev. 8/09) (page 1 of 9 pages)

¹ If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifiying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

- 1. My Representations. I certify, represent to Lender and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
 - D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
 - E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
 - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so;
 - G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan; and
 - H. I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- 2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:
 - A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
 - B. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
- 3. **The Modification**. If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 6/1/2012 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on 6/1/2012.
 - A. The new Maturity Date will be: 5/1/2052.

- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$648,251.92 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means Interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- C. \$277,200.00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$371,051.92. Interest at the rate of 2.00000% will begin to accrue on the Interest Bearing Principal Balance as of 5/1/2012 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 6/1/2012. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments	
1-5	2.00000%	5/1/2012	\$1,123.64	\$579.68, may adjust periodically	\$1,703.32, may adjust periodically	6/1/2012	60	
6	3.00000%	5/1/2017	\$1,305.41	May adjust periodically	May adjust periodically	6/1/2017	12	
7-40	4.00000%	5/1/2018	\$1,497.28	May adjust periodically	May adjust periodically	6/1/2018	408	
An estimated balloon payment of \$277,200.00 is due on 5/1/2052 for your loan to be paid in full.								

^{*}The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- G. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

4. Additional Agreements. I agree to the following:

A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan 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 the Mortgage 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 the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my 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, I 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. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated 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 the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

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 the Real Estate Settlement Procedures Act ("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 me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me 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 me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, 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 me 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 me as required by RESPA, and I 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 me as required by RESPA, and I 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 the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS 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 the mortgage loan.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s);(d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.

- N. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- P. THIS LOAN IS A BALLOON LOAN AND IS PAYABLE IN FULL AT MATURITY. THIS MEANS THAT YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE AT THE MATURITY DATE, AND LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE BE REQUIRED TO REPAY THE LOAN OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Lender
Faye Crosley

Date

By: _____

Date

Mortgage Electronic Registration
Systems, Inc. - Nominee for Lender

[Space Below This Line For Acknowledgement]_____

In Witness Whereof, the Lender and I have executed this Agreement.

Notary Section

	\ aa :	
COUNTY OF CONTRA COSTA) ss.:)	
On the day of undersigned, a Notary Public in and for sa	in the year id State, personally appeared	before me, the
personally known to me or proved to me of individual(s) whose name(s) is (are) subscithat he/she/they executed the same in his/signature(s) on the instrument, the individual	ribed to the within instrument and achieved to the within instrument and achieved the the the within the the within the w	cknowledged to me s/her/their
acted, executed the instrument.	·	
acted, executed the instrument. Notary Signature	······································	,
	<u></u>	

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of	
On before me,	
n are a mally a para and	(Here insert name and title of the officer)
personally appeared	
subscribed to the within instrument and ackr his/her/their authorized capacity(ies), and th	ry evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in at by his/her/their signature(s) on the instrument the the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the foregoing paragraph is true and correct.	er the laws of the State of California that
WITNESS my hand and official seal	
	(Notary Seal)
Signature of Notary Public	
ADDITIONAL	OPTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be
(Title or description of attached document)	properly completed and attached to that document. The only exception is if a document is to be recorded outside of California, In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in
(Title or description of attached document continued)	California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
Number of Pages Document Date	State and County information must be the State and County where the document
(Additional information)	signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her
CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ☐ Corporate Officer	commission followed by a comma and then your title (notary public). • Print the name(s) of document signer(s) who personally appear at the time of notarization. • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. • The notary seal impression must be clear and photographically reproducible.
(Title) □ Partner(s)	Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. • Signature of the notary public must match the signature on file with the office of

the county clerk.

 Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.

· Securely attach this document to the signed document

Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

☐ Attorney-in-Fact

☐ Trustee(s)☐ Other ____

Investor Loan #: 487557476 Reference #: 1010715330-169998-02092012
After Recording Return To:
IndyMac Mortgage Services, a division of OneWest Bank, FSB
Mailcode: IndyMac-12
2900 Esperanza Crossing
Austin, TX 78758
This document was prepared by ______

HOME AFFORDABLE MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

_[Space Above This Line For Recording Data]_____

Borrower ("I"): Faye Crosley Lender or Servicer ("Lender"): IndyMac Mortgage Services, a division of OneWest Bank, FSB Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): 11/7/2007 Loan Number: 1010715330 Property Address ("Property"): 6262 Highland Ave, Richmond, CA 94805
Recorded on 11/14/2007 in Book or Liber at page(s), or Instrument or Document No. 2007 0314614 00 of the official records of Contra Costa, California. If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.
I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set

forth in Section 2 have been satisfied.

^{&#}x27; If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifiying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

- 1. My Representations. I certify, represent to Lender and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
 - D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
 - E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
 - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so;
 - G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan; and
 - H. I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- 2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:
 - A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
 - B. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
- 3. The Modification. If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 6/1/2012 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on 6/1/2012.
 - A. The new Maturity Date will be: 5/1/2052.

- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$648,251.92 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also
 - outstanding principal balance, which would not happen without this Agreement.

 C. \$277,200.00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$371,051.92. Interest at the rate of 2.00000% will begin to accrue on the Interest Bearing Principal Balance as of 5/1/2012 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 6/1/2012. My payment schedule for the modified Loan is as follows:

understand that this means Interest will now accrue on the unpaid Interest that is added to the

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	2.00000%	5/1/2012	\$1,123.64	\$579.68, may adjust periodically	\$1,703.32, may adjust periodically	6/1/2012	60
6	3.00000%	5/1/2017	\$1,305.41	May adjust periodically	May adjust periodically	6/1/2017	12
7-40	4.00000%	5/1/2018	\$1,497.28	May adjust periodically	May adjust periodically	6/1/2018	408

An estimated balloon payment of \$277,200.00 is due on 5/1/2052 for your loan to be paid in full.

^{*}The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- G. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

4. Additional Agreements. I agree to the following:

A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan 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 the Mortgage 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 the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my 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, I 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. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item. Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated 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 the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

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 the Real Estate Settlement Procedures Act ("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 me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me 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 me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, 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 me 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 me as required by RESPA, and I 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 me as required by RESPA, and I 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 the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS 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 the mortgage loan.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s);(d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.

- N. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- P. THIS LOAN IS A BALLOON LOAN AND IS PAYABLE IN FULL AT MATURITY. THIS MEANS THAT YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE AT THE MATURITY DATE, AND LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE BE REQUIRED TO REPAY THE LOAN OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Lender

Faye Crosley

Date

By:

Date

Mortgage Electronic Registration
Systems, Inc. - Nominee for Lender

[Space Below This Line For Acknowledgement]

In Witness Whereof, the Lender and I have executed this Agreement.

Notary Section

STATE OF CALIFORNIA)	
COUNTY OF CONTRA COSTA) ss.:)	
On the day of undersigned, a Notary Public in and	for said State, personally appeared	before me, the
individual(s) whose name(s) is (are) that he/she/they executed the same	o me on the basis of satisfactory eviden subscribed to the within instrument and in his/her/their capacity(ies), and that by ndividual(s), or the person on behalf of	d acknowledged to me v his/her/their
Notary Signature		
Notary Printed Name		
Notary Public; State of		
Qualified in the County of My commission expires:		
Official Seal:		

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California		
County of		
On b	efore me,	(Here insert name and title of the officer)
subscribed to the within his/her/their authorized	instrument and ack capacity(ies), and th	ry evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in at by his/her/their signature(s) on the instrument the name the person(s) acted, executed the instrument.
I certify under PENALTY the foregoing paragraph		er the laws of the State of California that
WITNESS my hand and	l official seal	
Signature of Notary Public	ADDITIONAL	(Notary Seal) OPTIONAL INFORMATION
DESCRIPTION OF THE AT	TACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as
(Title or description of a	ttached document)	appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in
(Title or description of attache Number of Pages Doc	ed document continued) ument Date	California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required. • State and County information must be the State and County where the document
(Additional info	ormation)	signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her
CAPACITY CLAIMED B Individual (s) Corporate Officer (Title) Partner(s)		commission followed by a comma and then your title (notary public). • Print the name(s) of document signer(s) who personally appear at the time of notarization. • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they. is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. • The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression snudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. • Signature of the notary public must match the signature on file with the office of
☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other		the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document

IndyMac Mortgage Services, a division of OneWestBank*. FSB

Home Loan Servicing • 2900 Esperanza Crossing • Austin, TX 78758

April 11, 2013

The Law Office of Timothy McCandless & Associates Attn: Mr. Tim McCandless 820 Main Street Martinez, California 94553

RE: Ms. Faye Crosley

Loan Number 1010715330

6262 Highland Avenue, Richmond, CA 94805

Dear Mr. McCandless:

This letter is sent to acknowledge receipt of a communication from your office regarding Ms. Crosley's mortgage.

Your inquiry has been assigned to Mr. John Cockrell, Escalation Specialist, who will review Ms. Crosley's file and contact you within one to two business days to discuss your concerns. Mr. Cockrell may also be contacted directly via phone at 1.866.363.3091 Ext. 6710 or via email at John, Cockrell@owb.com. He is available Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Central Time. We anticipate our response will be communicated within the next 15 calendar days.

IndyMac Mortgage Services, a division of OneWest Bank ®, FSB, is the servicer of Ms. Crosley's loan. We are available to answer any questions regarding her loan, including requests for loan modifications or other assistance. As the Servicer, we are guided by the Service Agreement between OneWest Bank and the Investor/Trustee of her loan. This Service Agreement may limit our options in providing a resolution. We will research the loan to determine which options are available.

We appreciate your patience and understanding while we conduct our review.

Respectfully.

Shaniea Bergeron Default Escalations

IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

UPS CampusShip: View/Print Label

- 1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
- 2. Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
- 3. GETTING YOUR SHIPMENT TO UPS

UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.

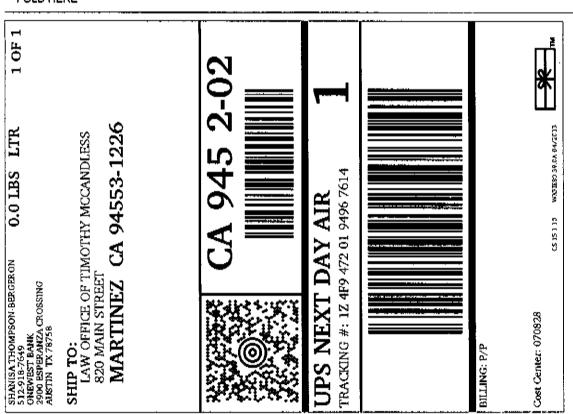
Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages. Hand the package to any UPS driver in your area.

Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

FOLD HERE



IndyMac Mortgage Services, a division of OneWestBank*. FSB

Home Loan Servicing • 2900 Esperanza Crossing • Austin, TX 78758

March 14, 2013

Mr. Timothy McCandless 820 Main St. Martinez, CA 94553

RE: Ms. Faye Crosley

Loan Number 1010715330

OCC Complaint Number 02776299

6262 Highland Ave., Richmond, CA 94805

Dear Mr. McCandless:

I am writing in response to Ms. Crosley's letter dated September 29, 2012, addressed to Mr. Mark Jasper, Assistant Vice President at OneWest Bank, FSB. The letter was copied to the Office of the Comptroller of the Currency (OCC), and the OCC sent the letter to us to research and respond. We received the letter on March 4, 2013, and we are responding directly to you per Ms. Crosley's request. I appreciate this opportunity to update you on the status of Ms. Crosley's loan.

On October 5, 2012, Mr. Jasper sent the enclosed e-mail to you and Ms. Crosley to respond to the concerns that she presented in her letter dated September 29, 2012. On February 22, 2013, we sent the enclosed letter to Ms. Crosley to explain that we were unable to complete the modification of her loan because she did not return a properly executed copy of the modification agreement. Standard servicing of the loan has resumed because we were unable to complete the loan modification. I have also enclosed a copy of our letter dated December 21, 2012, to document our numerous attempts to obtain a properly executed copy of the modification agreement.

As of the date of this letter, Ms. Crosley's loan has a past due balance of \$170,565.73. The loan has not been referred to foreclosure at this time.

If you have any further questions regarding this matter, please contact me directly at 1.866.363.3091 Ext. 6710 or by email at john.cockrell@owb.com. I am available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time.

Respectfully

John D. Cockrell

Default Escalation Specialist IndyMac Mortgage Services a division of OneWest Bank, FSB

Enclosure: E-mail from Mr. Mark Jasper dated October 5, 2012

Letter dated February 22, 2013 Letter dated December 21, 2012

Cc: Ms. Faye Crosley

OCC

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Jasper, Mark

From:

Jasper, Mark

Sent:

Friday, October 05, 2012 9:56 AM

To:

'fayemyrette@yahoo.com'

Cc;

'Tim@prodefenders.com'; Trujillo, Luz Helena

Subject:

Loan Modification Status

Attachments:

Crosley 10042012,pdf; Crosley 09042012.pdf; BRP Form.pdf

Importance:

High

Ms. Crosley:

I wanted to write you and confirm your payment dated 09/30/12 was received 10/04/12. I will submit this to cashiering for processing.

I wanted to speak with you about the letter that was included with the check as there appears to be some confusion on the status of your loan modification. I am including a copy of the letter that was mailed to you on October 04, 2012, and the letter from Luz Trujillo dated September 04, 2012. At this time, we only require an updated BRP to complete the final modification. Do not submit any additional income documentation. I am attaching the short form BRP, please complete pages 1 – 4 and return directly to me. I will expedite the processing of the document.

The Statement you refer to in your letter is the Escrow Disclosure Statement and is based on your loan's *pre-modified* status. It is not the payment of your trial or final modification. Your modified payment has not changed, but until we receive the updated BRP, we are unable to finalize the processing of your modification.

Please call or email me directly to discuss any questions or concerns.

Mark Jasper AVP Default Escalation IndyMac Mortgage Services, a division of OneWest Bank[®], FSB Office: 512.250.2720

Fax: 866,451,5407 mark.iasper@owb.com

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail mark issper@owb.com, and delete the message. Thank you.

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

February 22, 2013

Ms. Faye Crosley 6262 Highland Avenue Richmond, CA 94805

RE:

Loan Number 1010715330

CFPB Case Number 121213-000399

Dear Ms. Crosley:

I am writing this letter to follow up our previous response dated December 21, 2012, regarding the abovereferenced case number with the Consumer Financial Protection Bureau (CFPB). I appreciate this opportunity to update you on the status of your loan modification request.

Despite our significant efforts to obtain a properly signed copy of the permanent modification agreement, we were unable to complete the modification of your loan because you did not return a properly executed copy of the agreement. According to our records, we contacted you on six (6) occasions by mail or e-mail between October 19, 2012, and December 21, 2012, to obtain the properly signed agreement. The modification agreement is now null and void, and standard servicing of the loan will commence.

As of the date of this letter, your loan is due for October 1, 2008, payment, and has a past due balance of \$168,549.38.

If you have any further questions regarding this matter, please contact me directly at 1,866,363,3091 Ext. 6710 or by ernail at john.cockrell@owb.com, I am available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time.

Respectfully,

John D. Cockrell

Default Escalation Specialist IndyMac Mortgage Services.

a division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Home Loan Servicing • 2900 Esperanza Crossing • Austin, 1X 78758

December 21, 2012

Ms. Faye Crosley 6262 Highland Avenue Richmond, CA 94805

RE:

Loan Number 1010715330

CFPB Case Number 121213-000399

Dear Ms. Crosley:

I am writing in response to the inquiry you filed with the Consumer Financial Protection Bureau (CFPB) on December 13, 2012. The CFPB forwarded your inquiry to OneWest Bank, FSB, to research and respond. I appreciate this opportunity to assist you with your loan.

On December 6, 2012, we responded to an identical complaint we received by mail on December 5, 2012. I have enclosed a copy of our response letter for your reference. The letter details our many attempts to complete the modification of your loan. We are unable to execute the permanent modification of your loan until you sign and return the modification agreement, of which I have also enclosed a copy. Please sign and return the modification agreement as soon as possible, using the enclosed, pre-paid UPS return label.

We also request that you continue to send the agreed-upon payments to Mr. Mark Jasper until the modification process is complete. The last payment we received was dated September 30, 2012; we have not received any payments since that date.

Regarding your claim that your age was a factor in our processing of your modification request, we have reviewed your loan servicing file and found no evidence of discrimination. Rather, your modification request has been processed in accordance with the terms of our investor servicing agreement and our policies and procedures. As detailed in our previous responses, we have attempted to contact you a number of times in an effort to complete the modification you were offered so that you can retain the property.

Please also be assured that the equal treatment of all credit applicants, without regard to race, sex, sexual orientation, color, national origin, religion, age, marital status, disability, or any other prohibited basis, is an integral part of our fundamental mission of providing quality financial services to existing and prospective customers.

If you have any further questions regarding this matter, please contact me directly at 1.866.363.3091 Ext. 6710 or by email at <u>john.cockrell@owb.com</u>. I am available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time.

Respectfully,

John D. Cockrell

Default Escalation Specialist IndyMac Mortgage Services a division of OneWest Bank, FSB

Enclosure: Letter dated December 6, 2012

CFPB

CC:

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Home Loan Servicing • 2900 Esperanze Crossing • Austin, TX 78753

December 6, 2012

Ms. Faye Crosley 6262 Highland Avenue Richmond, CA 94805

RE: Loan Number 1010715330

Dear Ms. Croslev:

I am writing in response to your letter dated November 30, 2012, addressed to Mr. Thomas Curry at the Office of the Comptroller of the Currency (OCC), which you sent a copy of to OneWest Bank, FSB. I appreciate this opportunity to assist you with your loan modification request.

With regard to your claims that OneWest Bank has attempted to steal your home, we have previously addressed those claims, and we will refrain from further comment. As you know, you dismissed your lawsuit against OneWest Bank and Freddie Mac with prejudice, and waived those claims in exchange for a loan modification evaluation.

The result of the loan modification review was that your loan qualified for a Trial Period Plan (TPP) through the Home Affordable Modification Program (HAMP). On February 13, 2012, we mailed the TPP to you, and you accepted the offer on February 22, 2012. On April 13, 2012, we sent you a conditional offer to enter into a permanent loan modification after you successfully completed the TPP. On May 29, 2012, you accepted the permanent modification offer and made the first payment of \$1,703.32.

As of the date of this letter, we have been unable to execute the modification agreement. The reason is that your name on the modification must match the original note and title, which read Faye Myrette Crosley. The permanent modification agreement we sent to you on April 13, 2012, listed your name as Faye Crosley, so your name on the modification agreement does not match the original note and title. We sincerely applogize for this inconvenience, and we are working to facilitate the completion of your loan modification.

On October 19, 2012, we sent you a corrected copy of the permanent loan modification agreement to sign and return, so that we could execute the modification. On October 26, 2012, and November 9, 2012, we sent you letters to follow up on the corrected modification agreement and reminded you that we would not be able to complete the modification of your loan until the corrected agreement was signed and returned to us.

On November 9, 2012, and November 27, 2012, we sent e-mails to you to follow up on the status of the corrected modification agreement and we requested that you sign and return it. On December 6, 2012, I called you to follow up on the corrected modification, but I was unable to reach you. To date, we have not received any reply to our attempts to contact you regarding the completion of your modification.

We respectfully request that you sign and return the corrected modification agreement enclosed with this letter, which will allow us to complete the modification and bring your loan current. To match the original note and title, your signature should read Faye Myrette Crosley.

We also ask you to continue sending the agreed upon modified payments to Mr. Mark Jasper at the address provided until the modification process is complete. This will prevent your payments from being returned to you. When we finalize the modification, you will receive normal monthly billing statements that will provide the address to remit future payments. The last payment dated September 30, 2012, was received on October 4, 2012. No payments have been received since that date.

If you do not sign and return the corrected loan modification agreement, we will be unable to complete the modification and normal collection efforts will resume. Please return the signed and notarized agreement within 10 business days using the enclosed, prepaid UPS return envelope.

If you have any further questions regarding this matter, please contact me directly at 1.866.363.3091 Ext. 6710 or by email at john.cockrell@owb.com. I am available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time.

Respectfully,

John D. Cockrell

Default Escalation Specialist IndyMac Mortgage Services a division of OneWest Bank, FSB

Enclosure:

Letter dated November 9, 2012 Corrected modification agreement

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

November 9, 2012

Ms. Faye Crosley 6262 Highland Avenue Richmond, CA 94805

RE: Losn Number 1010715330

Dear Ms. Crosley:

I am writing to follow up on the letter we sent to you on October 26, 2012, regarding the processing of your loan modification agreement.

As of the date of this letter, we have been unable to execute the modification agreement. The permanent modification agreement we sent to you on April 13, 2012, listed your name as Faye Crosley. For recording purposes, your name on the modification must match the original note and title, which read Faye Myrette Crosley.

On October 19, 2012, we sent you a corrected copy of the permanent loan modification agreement to sign and return (copy enclosed). We apologize for any inconvenience or frustration caused by this error. We are committed to completing the modification of your loan, and we appreciate your continued assistance with this matter. Please return the signed and notarized agreement as soon as possible so that we may complete the modification of your loan. To match the original note and title, your signature should read Paye Myrette Crosley.

We also ask you to continue sending the agreed upon modified payments to Mark Jasper at the address provided until the modification process is complete. This will prevent your payments from being returned to you. When we finalize the modification, you will receive normal monthly billing statements that will provide the address to remit future payments.

If you do not sign and return the corrected loan modification agreement, we will be unable to complete the modification and normal collection efforts will resume. Please return the signed and notarized agreement within 10 business days using the enclosed, prepaid UPS return envelope.

If you have any further questions regarding this matter, please contact me directly at 1.866.363.3091 Ext. 6710 or by email at john.cockreli@owb.com. I am available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time.

Respectfully.

John D. Cockrell

Default Escalation Specialist IndyMac Mortgage Services a division of OneWest Bank, FSB

Enciosure: Request for corrected signature dated October 19, 2012

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

August 14, 2012

Faye Crosley 6262 Highland Avenue Richmond CA 94805

SUBJECT:-Mortgage Ecan No. 1010715330

Check No. 1083 Date: 8/3/12 Funds in Partial: \$1,705.03

Dear Faye Crosley :

We thank you for your payment and appreciate your efforts to settle your account. However, we are returning your certified check no 1083 as the amount received does not represent the total amount due at this time. Please contact our office immediately for the amount required to bring your loan current.

If you have any questions please contact us at 1-877-908-4357.

Sincerely,

Loan Resolutions

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

CA021 003 07L

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ONE THOUSAND, SEVEN	HUNDRED FOR ONE
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1:121100782: C23051661	

October 17, 2012

Faye Crosley 6262 Highland Avenue Richmond CA 94805

SUBJECT: Mortgage Loan No. 1010715330------

Check No. 1110 Date: 9/30/12 Funds in Partial: \$1,705.03

Dear Faye Crosley :

We thank you for your payment and appreciate your efforts to settle your account. However, we are returning your certified check no. 1110 as the amount received does not represent the total amount due at this time. Please contact our office immediately for the amount required to bring your loan current.

If you have any questions please contact us at 1-877-908-4357.

Sincerely,

Loan Resolutions

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

CA021 003 07L

P.0. Box 4045 • Kalamazoo, MI 49003-4045

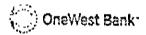
JAG-GMB 94805

ETTE GROSLEY LM 19/5 LTMB GROSLEY CONTROL CONT

K THOUSHUS SUCULUMORES FUS BAND

Com # 1010715330 Jay On C

#1211007824 623051661# 01/10



Date: 10/19/2012

Loan # 1010715330

Dear Faye Myrette Crosley

Thank you for your cooperation in the final modification process. Unfortunately there are some issues we need to address before we can accept your final modification.

The signature you provided does not match what is printed on the modification. Resign your full first, last and middle names just as it is printed on the modification. Your signature should read Faye Myrette Crosicy. Also, the name the notary wrote on the notary page does not match the name on the signature page. Please make sure that the name you print on the notary page matches what you sign exactly. Please sign and return the modification before 10/26/12 to avoid further delay or denial.

Thank you,

Luz Trujillo
Loss Mitigation Specialist III
IndyMac Mortgage Services,
a division of OneWest Bank,
2900 Esperanza Crossing
Austin, TX 78758
(512) 336-6050
Luz truillo@owb.com

HOME AFFORDABLE MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

Borrower ("1"): Faye Myrette-Crosley
Londer or Servicer ("Lender"): IndyMac Mortgage Services, a division of OneWest Bank, FSB
Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): 11/7/2007
Loan Number: 1010715330
Property Address ("Property"): 6262 Highland Ave, Richmond, CA 94805

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

MULTISTATE NOME AFFORDABLE MODIFICATION AGREEMENT — Single Family — Family

If more than the Bortower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words algolifying the singular issue as "Y" shall include the plurel (such as "we") and vice verta where appropriate.

- 1. My Representations, I certify, represent to Lender and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future:
 - B. I live in the Property as my principal residence, and the Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents;
 - D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
 - E. Under penalty of perjury, all documents and information t have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
 - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so:
 - G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan; and
 - H. I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- 2. Acknowledgements and Preconditions to Modification. Tunderstand and acknowledge that
 - A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
 - B. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fall to meet any one of the requirements under this Agreement.
- 3. The Madification. If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 6/1/2012 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take affect. The first modified payment will be due on 6/1/2012.
 - A. The new Maturity Date will be: 5/1/2052.

B. The modified principal balance of my Note will Include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrew advances and other costs, but excluding unpaid late charges, collectively. Tuppaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$648,251,92 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. 5277,200,00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$371,051,92. Interest at the rate of 2,000,00% will begin to accure on the Interest Bearing Principal Balance as of 5/1/2012 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 8/1/2012. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	intorest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Manthly Exercive Payment Amount*	Total Monthly Payment	Payment Segins On	Number of Manthly Payments
1-5	2.200005	5/1/2012	\$1,123.64	\$576 68, may adjust periodically	\$1,703.32, may adjust periodically	0/1/2012	50
5	3 05000%	<i>\$11,</i> 2017	\$1,305.41	May adjust periodically	May adjust	8/1/2017	12
7-4¢	4,000000%	5/1/2018	\$1,497.28	May adjust periodically	May adjust periodically	£/1/2018	408

^{*}The excrew payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate morigage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- G. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
- 4. Additional Agreements, I agree to the following:
 - A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender,
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- O. Funds for Escrow Items, I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan 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 the Mortgage as a lien or encumbrance on the Property; (b) tessehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents: (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrewed. These items are called "Escrow items," I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lander may waive my obligation to pay to Lendar Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been walved by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the walver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

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 the Real Estate Settlement Procedures Act ("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 me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me 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 me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, 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 me 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 me as required by RESPA, and I 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 me as required by RESPA, and I 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 the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Cocuments; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remodies permitted by the Mortgage without further notice or demand on me.

- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferce of my property as permitted under the Gam St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferce of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferce of the Property.
- That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first tien position and/or is fully enforceable upon modification and that if, under any dircumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be put and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Flan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.
- L. Mortgage Elactronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right; to exercise any or all of those interests, including, but not limited to, the right to foreclose and soil the Property; and to take any action required of Lender Including, but not limited to, releasing and canceling the mortgage loan.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government menitering information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) the U.S. Department of the Treasury, (b) Fannia Mae and Freddle Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investion, insurer, guaranter or services my first lien or subordinate flen (if applicable) mortgage loan(s);(d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing courselor.

- N. I agree that if any document related to the Loan Documents and/or this Agreement is tost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing. I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note, All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- P. THIS LOAN IS A BALLOON LOAN AND IS PAYABLE IN FULL AT MATURITY. THIS MEANS THAT YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE AT THE MATURITY DATE, AND LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE BE REQUIRED TO REPAY THE LOAN OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

In Witness Whereof, the Lender and I have executed this Agreement.

Lendor	Faye Myrette-Crosley	
	Oste	
Ву:		
Date		
Mongage Electronic Registration Systems, Inc Nominee for Lender	_	
[Space Below This Line For	Acknowledgement]	

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of	
On before me,	
personally appeared	(तन्त्रच काञ्चाद वज्रहरू कृत्य स्त्रम् से शिष्ट वर्णाद्रस्य
subscribed to the within instrument and ackr his/her/their authorized capacity(ies), and th	y evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in at by his/her/their signature(s) on the instrument the the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY undithe foregoing paragraph is true and correct.	er the laws of the State of California that
WITNESS my hand and official seal	
Signature of Netary Public	(Notary Scat)
	OPTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT	DISTRUCTIONS FOR COMPLETING THIS FORM any networkedgement completed in Colyforms must contain vertifing matter as disposes observe the values section or a squeeze action leafgment form over the
(Title or description of smallest discussess)	properly completed and attached to that document. The only exception is if a document to ube expended octails of California, in such manners, any iterature action-ledgment verticage as many be present as two deciments to long at the verbings does not use sequite the manny to be something and a literal for a manny in
(Fife or description of anached document continued) Number of Pages Document Dore	Culfornia (i.e. configure the ambiented copietry of the righter). Moste chief the discussion curefully for proper violental working and attack this form if required • Size and County information wint be the Size and County where the decreases:
(Arthropolitical)	Signer(s) retwortally appeared before the interry public for netherodeditization. Dose of interface to that he the date that the trighter(s) personally appeared which upper also be the case date the extraordeditization is completed. The recordy public interface point his or but makes as it appears within his or her conquested followed by a company of their very public interface of the property public.
CAPACITY CLAIMED BY THE SIGNER O Individual (s) Gerporate Officer	 Print the name(s) of document signer(s) who personally imposs in the time of possibilities. Indicate the corner singular or pires) focus by crossing off incorrect forms, i.e., bether they is like 3 or circling the corner forms. Testure to cornertly indicate this information may feed to report on a forement recording.
(Tide) ☐ Pariner(s) ☐ Attorney-in-Fact ☐ Trustec(s) ☐ Cther	 The newsy scal impression must be clear and photographically reproductive impression while not vote test or times. If seel conference beautiges, removed if a sufficient mere permits, otherwise complete a dillarate action is depress from Separate of the abusy public mass match the signature on the with the office of the country time. Additional infernation is not required but ovail help so ensure this actions to depress in the training of another of a different department. Endicate the capacity challed by the signer if the challed capacity is a
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Exhibit H

Sy

[RECORDING REQUESTED BY Fidelity National Title Insurance Company c/o Trustee Corps

AND WHEN RECORDED MAIL TO:1

Indymac Federal Bank, FSB
460 Sierra Madre Villa Ave, Suite 101
Mailstop: HS 01-04 155 Nor +h Lake
Pasadena, CA 94107 91101



CONTRA COSTA Co Recorder Office STEPHEN L. WEIR, Clerk-Recorder DOC- 2009-0203355-00

Check Number

Monday, AUG 24, 2009 11:12:00

MOD \$2.00 REC DAF \$2.70 REF \$6.00 FTC \$1.00 \$0.30 RED \$1.00

Ttl Pd \$13.00

Nbr-0000238251

rrc/RJ/1-2

[Space above this line for recorder s use only]

Trustee Sale No. CA0930839-1 Loan No. 1010715330 Title Order No. 090004244

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to <u>INDYMAC FEDERAL BANK, F.S.B.</u> all beneficial interest under that certain Deed of Trust dated <u>11/07/2007</u>, executed by <u>FAYE MYRETTE-COSLEY, AN UNMARRIED WOMAN</u>, as Trustor; to <u>FIRST AMERICAN TITLE</u>, as Trustee; and <u>Recorded on 11/14/2007 as Document No. 2007-0314614-00</u> of official records in the Office of the County Recorder of <u>Contra Costa</u> County, <u>California</u>., real property described as follows:

ALL OF LOT 32 AND THE SOUTHEASTERN 20 FEET (FRONT AND REAR MEASUREMENTS) OF LOT 31, IN BLOCK 99, AS SHOWN ON THE MAP ENTITLED, "MAP OF EAST RICHMOND HEIGHTS TRACT NO. 2, CONTRA COSTA COUNTY, CALIFORNIA", FILED ON FEBRUARY 2, 1911 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN BOOK 4 OF MAPS, PAGE 90.

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

Dated:

Beneficiary:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Erica A Johnson-Seck

Vice President

CONTRA COSTA,CA
Document: AS 2009.203355

9

Trustee Sale No. CA0930839-1 Loan No. 1010715330 Title Order No. 090004244

STATE OF <u>Texas</u>

COUNTY OF <u>Williamson</u>

on 2/23/09 before me, Christina F. Laberto

______, a notary public, personally appeared _______ Erica A Johnson-Seck ____ 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 ______ that ____ that ____ the ____ foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINA F. LABERTO
Notary Public, State of Texas
My Commission Expires
December 16, 2012

Notary Public in and for said County and State

END OF DOCUMENT

2

IRECORDING REQUESTED BY Fidelity National Title Insurance Company c/o Trustee Corps

AND WHEN RECORDED MAIL TO:]

Indymac Federal Bank, FSB 460 Sierra Madre VIIIa Ave, Suite 101 Mailstop: HS 01-04 155 North Lake Pasadena, CA -94107 (9110)



CONTRA COSTA Co Recorder Office STEPHEN L. WEIR, Clerk-Recorder DOC- 2009-0203356-00

Check Number

Monday, AUG 24, 2009 11:12:00 MOD \$2.00:REC \$6.00:FTC

DAF \$2.70 : REF \$6.00:FTC \$0.30:RED \$1.00

Ttl Pd

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Trustee Sale No. CA0930839-1 Loan No. 1010715330 Title Order No. 090004244

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to FEDERAL HOME LOAN MORTGAGE CORPORATION all beneficial interest under that certain Deed of Trust dated 11/07/2007, executed by FAYE MYRETTE-COSLEY, AN UNMARRIED WOMAN, as Trustor; to FIRST AMERICAN TITLE, as Trustee; and Recorded on 11/14/2007 as Document No. 2007-0314614-00 of official records in the Office of the County Recorder of Contra Costa County, California., real property described as follows:

ALL OF LOT 32 AND THE SOUTHEASTERN 20 FEET (FRONT AND REAR MEASUREMENTS) OF LOT 31, IN BLOCK 99, AS SHOWN ON THE MAP ENTITLED, "MAP OF EAST RICHMOND HEIGHTS TRACT NO. 2, CONTRA COSTA COUNTY, CALIFORNIA", FILED ON FEBRUARY 2, 1911 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN BOOK 4 OF MAPS, PAGE 90.

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

Dated:

2123109

Beneficiary:

INDYMAC FEDERAL BANK, F.S.B.

Erica A Johnson-Seck

Vice President

CONTRA COSTA, CA Document: AS 2009.203356 Page 1 of 2

Printed on 9/23/2013 10:55:45 AM

Trustee Sale No. CA0930839-1 Loan No. 1010715330 Title Order No. 090004244

STATE OF COUNTY OF Williamson 2123/09 MAT before me, , a notary public, personally appeared <u>Erica A Johnson-Seck</u> 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. the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

rilai tro

Notary Public in and for said County and State



END OF DOCUMENT

2

[RECORDING REQUESTED BY LPS - Default Title and Closing On Behalf of Trustee Corps



AND WHEN RECORDED MAIL TO:]

ONEWEST BANK, F.S.B. 888 E. Walnut Street Pasadena, CA 91101



Check Number

Monday, JUL 18, 2011 11:07:00

MOD \$1.00:REC \$11.00:FTC \$0.00 DAF \$2.70:REF \$0.30:RED \$1.00

ERD \$1.00; Ttl Pd \$17.00

Rcpt # 0000968681

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Trustee Sale No. CA0930839-1

Title Order No. 090004244

Orange County Comm. Expires Sep 3, 2014

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to <u>ONEWEST BANK, F.S.B.</u> all beneficial interest under that certain Deed of Trust dated <u>11/07/2007</u>, executed by <u>FAYE MYRETTE-COSLEY, AN UNMARRIED WOMAN</u>, as Trustor; to <u>FIRST AMERICAN TITLE</u>, as Trustee; and <u>Recorded on 11/14/2007 as Document No. 2007-0314614-00</u> of official records in the Office of the County Recorder of <u>Contra Costa</u> County, <u>California</u>., real property described as follows:

As more fully Descibed on Said Deed of Trust

Notary Public in and for said County and State

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

Dated: 07/15/2011 Beneficiary: Federal Home Loan Mortgage Corporation , by Malcolm and Cisneros, a law Corporation, as its Attorney in Fact By: Rande D. Johnsen//Assistant Secretary STATE OF CA COUNTY OF OVEN 94 7/15/11 before me, _, a notary public, personally appeared _ Randl D. 19hnsen 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 _ CF that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Commission # 1898608 Notary Public - California

CONTRA COSTA,CA
Document: AS 2011.140749

Page 1 of 1

8

[RECORDING REQUESTED BY LPS - Default Title and Closing c/o Trustee Corps

AND WHEN RECORDED MAIL TO:]

ONEWEST BANK, FSB 888 E. Walnut Street Pasadena, CA 91101



[Space above this line for recorders use only]

Trustee Sale No. CA0930839-1

Title Order No. 090004244

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to <u>FEDERAL HOME LOAN MORTGAGE CORPORATION</u> all beneficial interest under that certain Deed of Trust dated <u>11/07/2007</u>, executed by <u>FAYE MYRETTE-COSLEY</u>, <u>AN UNMARRIED WOMAN</u>, as Trustor; to <u>FIRST AMERICAN TITLE</u>, as Trustee; and <u>Recorded on 11/14/2007 as Document No. 2007-0314614-00</u> of official records in the Office of the County Recorder of <u>Contra Costa</u> County, <u>California</u>, real property described as follows:

ALL OF LOT 32 AND THE SOUTHEASTERN 20 FEET (FRONT AND REAR MEASUREMENTS) OF LOT 31, IN BLOCK 99, AS SHOWN ON THE MAP ENTITLED, "MAP OF EAST RICHMOND HEIGHTS TRACT NO. 2, CONTRA COSTA COUNTY, CALIFORNIA", FILED ON FEBRUARY 2, 1911 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN BOOK 4 OF MAPS, PAGE 90.

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

CONTRA COSTA,CA Document: AS 2011.152960 Trustee Sale No. GA0930839-1 Title Order No. 090004244

Dated JUL 2 6 2011

Beneficiary:

ONEWEST BANK, FSB

By: Mollie Schiffman Assistant Vice President

STATE OF Texas

COUNTY OF Travis

I certify under PENALTY OF PERJURY under the laws of the State of <u>Texas</u> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said County and State

TERRICA CHANE YOUNG
Notary Public, State of Texas
My Commission Expires
November 23, 2013

END OF DOCUMENT

2

CONTRA COSTA,CA Document: AS 2011.152960

Exhibit L

RECORDING REQUESTED BY:

LAWYERS TITLE COMPANY

WHEN RECORDED MAIL TO:

OneWest Bank, FSB 888 East Walnut Street Pasadena, CA 91101

CONTRA COSTA Co Recorder Office JOSEPH CANCIAMILLA, Clerk-Recorder DOC- 2013-0195053-00 Check Number

Tuesday, AUG 06, 2013 09:17:39 \$1.00 REC

\$11.00 FTC DAF \$2.70:REF

\$0.30 RED \$1.00 **ERD** \$1.00:

Ttl Pd \$17.00

Rcpt # 0001749977 rrc/RR/1-

APN: 521-031-002-4

TS No: CA09006691-11-2

TO No: 5915152

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, and transfers to OneWest Bank, FSB all beneficial interest under that certain Deed of Trust dated as of November 7, 2007, executed by FAYE MYRETTE-CROSLEY, AN UNMARRIED WOMAN as Trustor, to FIRST AMERICAN TITLE as Trustee and recorded on November 14, 2007 as Instrument No. 2007-0314614-00 of official records in the Office of the Recorder of Contra Costa County, California.

All rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property more commonly known as 6262 HIGHLAND AVENUE, RICHMOND, CA 94805 and more fully described as follows: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A **PART HEREOF**

Dated

FEDERAL HOME LOAN MORTGAGE CORPORATION

By Malcolm and Cisneros, a Law Corporation.

As its Attorney in Fact

By: Rande D. Johnsen, Assistant Secretary

State of CALIFORNIA County of ORANGE

On A gust 1, 2013 before me, Notary Public. in and for said county, personally appeared RANDE D. JOHNSEN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(a) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their-authorized capacity(fies); 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

DAVID MILLER Commission # 1893688 Notary Public - California **Orange County** Comm. Expires Jun 25, 2014 RECORDING REQUESTED BY:

OneWest Bank, FSB

WHEN RECORDED MAIL TO:

Trustee Corps 17100 Gillette Ave Irvine, CA 92614

APN: 521-031-002-4

CONTRA COSTA Co Recorder Office JOSEPH CANCIAMILLA, Clerk-Recorder DOC- 2013-0205696-00 Check Number Monday, AUG 19, 2013 08:54:00 \$3.00 REC \$13.00 FTC DAF \$2.70:REF \$2.00 \$0.30 RED ERD \$1.00; \$1.00 Ttl Pd \$23.00 Rcpt # 0001762465 Irc/RN/1-3

TS No: CA09006691-11-2

TO No: 5915152

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注:本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỚC VÈ THỐNG TIN TRONG TẢI LIỆU NÀY

(The above statement is made pursuant to CA Civil Code Section 2923.3(c)(1). The Summary will be provided to Trustor(s) and/or vested owner(s) only, pursuant to CA Civil Code Section 2923.3(c)(2).)

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you

may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recording appears on this notice).

This amount is \$181,453.27 as of August 16, 2013, and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the Note and Deed of Trust or Mortgage, the Beneficiary or Mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the Beneficiary or Mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the Beneficiary or Mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Beneficiary or Mortgagee may mutually agree in writing prior to the time the Notice of Sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

CONTRA COSTA,CA
Document: ND 2013.205696

APN: 521-031-002-4

TS No: CA09006691-11-2

TO No: 5915152

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: **OneWest Bank, FSB c/o Trustee Corps** located at 17100 Gillette Ave Irvine, CA 92614 Phone: 949-252-8300 Ref No: CA09006691-11-2

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT: TRUSTEE CORPS is the duly appointed Trustee, Substituted Trustee, or is acting as Agent for the Beneficiary or Trustee under a Deed of Trust dated as of November 7, 2007, executed by FAYE MYRETTE-CROSLEY, AN UNMARRIED WOMAN as Trustor(s), to secure obligations in favor of CLARION MORTGAGE CAPITAL, INC. as the original Lender and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as the original Beneficiary as nominee for Lender, its successors and/or assigns and recorded on November 14, 2007, as Instrument No. 2007-0314614-00, of the official records in the Office of the Recorder of Contra Costa County, California, as more fully described on said Deed of Trust.

Including a Note(s) for the sum of \$495,000.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of: THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON November 1, 2008 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, TOGETHER WITH LATE CHARGES, IMPOUNDS, INSURANCE PREMIUMS AND/OR OTHER ADVANCES, TAXES, DELINQUENT PAYMENTS ON SENIOR LIENS, ASSESSMENTS, ATTORNEY'S FEES AND COURT COSTS ARISING FROM THE BENEFICIARY'S PROTECTION OF ITS SECURITY, AND ANY OTHER FEES AND COSTS PERMITTED UNDER THE DEED OF TRUST, PROMISSORY NOTE, AND RELATED DOCUMENTS AND ALL OF WHICH MUST BE CURED AS A CONDITION OF REINSTATEMENT.

That by reason thereof, the present Beneficiary under such Deed of Trust, has executed and delivered to MTC FINANCIAL INC. dba TRUSTEE CORPS, said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such true and correct copies of Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Where required by law, a declaration pursuant to California Civil Code Section 2923.55 is attached.

Dated: August 16, 2013

TRUSTEE CORPS

as Duly Appointed Successor Trustee

By: Karen Talafus, Authorized Signatory

Trustee Corps may be acting as a debt collector attempting to collect a debt.

Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

CONTRA COSTA,CA
Document: ND 2013.205696

FAYE CROSLEY

DECLARATION PURSUANT TO CAL. CIV. CODE SECTION 2923.55(c):

		ned mortgagee, beneficiary or authorized agent hereby declares under the ate of California, as follows:	
	The mortgagee, beneficiary or authorized agent has contacted the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure in compliance with Cal. Civ. Code Section 2923.55. Thirty days or more have elapsed since the borrower was contacted.		
\boxtimes	The mortgagee, beneficiary or authorized agent has tried with due diligence to contact the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by Cal. Civ. Code Section 2923.55. Thirty days or more have elapsed since these due diligence efforts were completed.		
	becaus	he mortgagee, beneficiary or authorized agent was not required to comply ecause the individual did not meet the definition of "borrower" pursuant to abdivision (c) of 2920.5 because the individual:	
		has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary or authorized agent.	
		has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their contractual obligations to mortgagees or beneficiaries.	
		has filed a case under Chapter 7,11,12 or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure,	
l certify	that th	e above is true and correct.	
	Date:	Indymac Mortgage Services, a division of OneWest Bank Jon Dickerson By:	

"END OF DOC"