

LAW OFFICES OF CATARINA M. BENITEZ
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FILED

AUG 05 2011

FRESNO COUNTY SUPERIOR COURT
By _____ CSP - DEPUTY

7 Attorneys for Plaintiff THOMAS A. GLASKI

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF FRESNO**
10 **UNLIMITED CIVIL DIVISION**

11 THOMAS A. GLASKI;
12
13 Plaintiff,

14 v.

15 BANK OF AMERICA, NATIONAL
16 ASSOCIATION AS SUCCESSOR BY
17 MERGER TO "LASALLE BANK NA AS
18 TRUSTEE FOR WAMU MORTGAGE
19 PASS-THROUGH CERTIFICATES
20 SERIES 2005-AR17, CHASE HOME
21 FINANCE LLC, CALIFORNIA
22 RECONVEYANCE COMPANY, and DOES
23 2 to 100, inclusive,

24 Defendants.

Case No. 09CECG03601

**SECOND AMENDED
COMPLAINT FOR:**

1. FRAUD
2. QUIET TITLE
3. WRONGFUL
4. FORECLOSURE
5. DECLARATORY RELIEF
6. ~~INJUNCTIVE RELIEF~~
7. ~~INTENTIONAL
INFLICTION OF
EMOTIONAL DISTRESS~~
8. CANCELLATION OF
INSTRUMENTS
9. UNFAIR BUSINESS
PRACTICES

25 Plaintiff THOMAS A. GLASKI, (hereinafter "Plaintiff") hereby complains against
26 Defendants BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY
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1 MERGER TO "LA SALLE BANK NA AS TRUSTEE FOR WAMU MORTGAGE PASS
2 THROUGH CERTIFICATES SERIES 2005-AR-17, (hereinafter referred to as "BANK"),
3 CHASE HOME FINANCE LLC, (hereinafter referred to as "CHASE"), CALIFORNIA
4 RECONVEYANCE COMPANY, (hereinafter referred to as "CRC"), JP MORGAN CHASE
5 BANK, N.A., AN ACQUIRER OF CERTAIN ASSETS AND LIABILITIES OF
6 WASHINGTON MUTUAL BANK FROM THE FEDERAL DEPOSIT INSURANCE
7 CORPORATION ACTING AS RECEIVER, identified as "DOE 1", (hereinafter referred to
8 as "JP MORGAN") and DOES 2 through 100 inclusive, for causes of action alleged as
9 follows:

10 **PARTIES**

11 1. Plaintiff, THOMAS A. GLASKI is now, and at all times relevant to this action
12 is and was a resident of the county of Fresno, State of California. At all times relevant to this
13 action, Plaintiff has owned real property commonly known as 7741 E. Saginaw Way, Fresno,
14 County of Fresno, State of California 93727 (the "Property" or "the subject property").

15 2. Plaintiff is informed and believes upon such information and belief alleges
16 that Defendant, BANK, is a California Corporation duly organized under the laws of the
17 State of California. This information is based, in part, on BANK's allegations in an unlawful
18 detainer complaint brought against this Plaintiff in a related matter.

19 3. BANK is, and at all times herein mentioned was conducting a member of the
20 National Banking Association, and at all times herein was conducting intrastate business in
21 the State of California, and claims and claims to be either a nominee and/or beneficiary,
22 under the deed of trust executed by Plaintiff THOMAS A. GLASKI.

23 4. Plaintiff is informed and believes, and upon such belief alleges that Defendant
24 CHASE is a company incorporated in the jurisdiction of the Delaware, and registered with
25 the California Secretary of State as California, conducting intrastate business in the state of
26 California.

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1 5. Plaintiff is informed and believes, and upon such belief alleges that Defendant
2 CRC, is and at all times herein mentioned was, a corporation existing by virtue of the laws of
3 the State of California, and at all times herein was duly authorized to conduct business in
4 California.

5 6. Plaintiff is informed and believes, and upon such belief alleges that Defendant
6 JP MORGAN, identified as "DOE 1" is a national banking association organized under the
7 laws of the United States and at all times herein was conducting intrastate business in the
8 State of California, and claims to be the named assuming bank for the LA SALLE BANK
9 NA AS TRUSTEE FOR WAMU MORTGAGE PASS THROUGH CERTIFICATES
10 SERIES 2005-AR-17 (the "Trust").

11 7. Plaintiff is informed and believes and based thereon alleges that the Trust is a
12 common law trust formed in 2005 pursuant to New York law. The corpus of the Trust
13 allegedly consists of a pool of residential mortgage notes allegedly secured by liens on
14 residential real estate. Plaintiff is informed and believes and therefore alleges that the Trust
15 has no officers or directors and no continuing duties other than to hold assets and to issue the
16 series of certificates of investment. A detailed description of the categories of mortgage
17 loans is included in the Prospectus ("the Prospectus") duly filed with the Securities and
18 Exchange Commission on or about October 21, 2005. The Trust's SEC CIK Code for all
19 SEC filings is 0001347345.

20 8. Plaintiff alleges that one purpose of the PSA is to document that in the regular
21 course of business the Defendants originate and acquire mortgage loans and desire by the
22 PSA to confirm the terms and conditions under which the Trust will "acquire the mortgage
23 loans" so originated.

24 9. Defendants, and each of them, knowingly and willfully conspired, engaged in
25 a common enterprise, and engaged in a common course of conduct to accomplish the wrongs
26 complained of herein. The purpose and effect of the conspiracy, common enterprise, and
27 common course of conduct complained of was, inter alia, to financially benefit Defendants at
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1 the expense of Plaintiff by engaging in fraudulent activities. Defendants accomplished their
2 conspiracy, common enterprise, and common course of conduct by misrepresenting and
3 concealing material information regarding the servicing of loans, and by taking steps and
4 making statements in furtherance of their wrongdoing as specified herein. Each Defendant
5 was a direct, necessary and substantial participant in the conspiracy, common enterprise and
6 common course of conduct complained of herein, and was aware of its overall contribution to
7 and furtherance thereof. Defendants' wrongful acts include, inter alia, all of the acts that
8 each of them are alleged to have committed in furtherance of the wrongful conduct of
9 complained of herein.

10 10. Any applicable statutes of limitations have been tolled by the Defendants'
11 continuing, knowing, and active concealment of the facts alleged herein. Despite exercising
12 reasonable diligence, Plaintiff could not have discovered, did not discover, and was
13 prevented from discovering, the wrongdoing complained of herein.

14 11. Plaintiff is ignorant of the true names and capacities of defendants sued herein
15 as DOES 2 through 100 inclusive, and therefore sues these defendants by such fictitious
16 names. Plaintiff will amend this complaint to allege their true names and capacities when
17 ascertained. Plaintiff is informed and believes and based thereon alleges each of the
18 fictitiously named defendants is responsible in some manner for the injuries to Plaintiff
19 alleged herein and that such injuries as herein alleged were proximately caused by such
20 defendants.

21 12. Plaintiff is informed and believes and thereon alleges that all times herein
22 mentioned each of the defendants was the agent and employee of the remaining defendants,
23 and in doing the things hereinafter alleged, was acting within the course and scope of such
24 agency and employment.

25 13. Plaintiff is informed and believes and therefore alleges in or about July, 2005,

26 ///

1 plaintiff purchased a home at 7741 E. Saginaw Way, Fresno, County of Fresno, State of
2 California 93727. The purchased price in 2005 was \$812,000.00.

3 14. Plaintiff is informed and believes and therefore alleges in 2005, plaintiff's
4 loan payment was approximately \$1700.00 per month.

5 15. Plaintiff is informed and believes and therefore alleges in August, 2006,
6 plaintiff's loan payments increased to approximately \$1900.00 per month.

7 16. Plaintiff is informed and believes and therefore alleges in August, 2007,
8 plaintiff's monthly loan payments increased to approximately \$2100.00.

9 17. Plaintiff is informed and believes and therefore alleges in August, 2008,
10 Plaintiff attempted to work with Washington Mutual Bank's loan modification department to
11 obtain a modification due to the increase in payments plaintiff was forced to endure.

12 18. Plaintiff is informed and believes and therefore alleges that in September,
13 2008, Washington Mutual was seized. The agency that seized Washington Mutual then
14 brokered its sale to JP MORGAN.

15 19. In September, 2008, Plaintiff spoke to a representative from Chase Home
16 Finance, LLC, which Plaintiff believed was an agent of JP MORGAN, and made a verbal
17 agreement to start the loan modification process. Plaintiff believed that Chase Home Finance,
18 LLC had taken over loan modification negotiations from Washington Mutual.

19 20. From March until May, 2009, Plaintiff was lead to believe that a loan
20 modification was in the process through JP MORGAN, per negotiations made with Chase
21 Home Finance, LLC.

22 21. On or about March 10, 2009, CRC, as successor trustee under the Deed of
23 Trust, executed a Notice of Trustee's Sale, and included a Declaration. Such Notice of
24 Trustee's Sale was recorded in the Official Records, County of Fresno, on March 12, 2009,
25 as Documents No. 2009-0034109. **The notice was signed by Deborah Brignac, as Vice
26 President for California Reconveyance Company, as Trustee.**

1 29. Plaintiff further believes and upon such belief alleges that the Note was not
2 duly endorsed, transferred and delivered to the Trust prior to the Closing Date of the Trust.

3 30. Pursuant to Section 2.05 of the Pooling and Servicing Agreement on file in
4 this action, all mortgage files transferred to the trust must be delivered on or before the
5 closing date and "shall deliver to and deposit with, or cause to be delivered to and deposited
6 with, the Trustee or the Initial Custodian the Mortgage Files, which shall at all times be
7 identified in the records of the Trustee or the Initial Custodian, as applicable, as being held
8 by or on behalf of the Trust. Concurrently with the execution and delivery hereof, the
9 Company shall cause to be filed with respect to each Cooperative Loan the UCC assignment
10 or amendment referred to in clause (Y)(vii) of the definition of "Mortgage File." In
11 connection with its servicing of Cooperative Loans, the Servicer shall use its best efforts to
12 file timely continuation statements, if necessary, with regard to each financing statement
13 relating to a Cooperative Loan".

14 31. Plaintiff is informed and believes and thereon alleges that the Note in this case
15 was never actually transferred or delivered by Washington Mutual FA to the Depositor and
16 by the Depositor to the Custodian on behalf of the Trustee for the Trust prior to the closing
17 date.

18 32. In addition, there is no indication that Plaintiff's loan was transferred into the
19 trust pursuant to the PSA before the closing date, as it was not listed in any documents filed
20 by the Trust and available to the public at www.edgar.gov. Accordingly, Plaintiff alleges
21 that the Note in this case was never lawfully negotiated and physically delivered to the Trust.

22 33. Based upon information and belief, the Assignment of the Deed of Trust did
23 not occur by December 21, 2005, or ninety (90) days thereafter, but rather on June 15, 2009,
24 long after the Trust had closed. Said Assignment was ineffective as the Trust could not have
25 accepted the Deed of Trust after the Closing Date pursuant to the PSA and the requirements
26 for a REMIC Trust. If the assignment was made after the closing date, the non-compliance
27 with the REMIC statutes would terminate the trust by extinguishing its tax exempt status
28 under the REMIC statutes.

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46. Plaintiff believes and upon such belief contends that Defendants misrepresented and/or concealed the true facts regarding the transfer of Plaintiff's Note and Deed of Trust dated July 6, 2005 by assigning the Deed of Trust into the Trust Series 2005-AR17 after the closing date.

47. Plaintiff is further informed and believes and thereon alleges that the Note in this case was never actually transferred or delivered by Washington Mutual FA to the Depositor and by the Depositor to the Custodian on behalf of the Trustee for the Trust prior to the closing date.

48. In addition, there is no indication that Plaintiff's loan was transferred into the trust pursuant to the PSA before the closing date, as it was not listed in any documents filed by the Trust and available to the public at www.edgar.gov. Accordingly, Plaintiff alleges that the Note in this case was never lawfully negotiated and physically delivered to the Trust.

49. Based upon information and belief, the Assignment of the Deed of Trust did not occur by December 21, 2005, or ninety (90) days thereafter, but rather on June 15, 2009, long after the Trust had closed. Said Assignment was ineffective as the Trust could not have accepted the Deed of Trust after the Closing Date pursuant to the PSA and the requirements for a REMIC Trust, thereby rendering the foreclosure of the Subject Property, as well as the Notice of Default, Notice of Trustee's Sale, and Trustee's Deed Upon Sale, void ab initio.

50. Plaintiff believes and upon such belief contends that Defendants, and each of them, acted with the intent to defraud Plaintiff and the public regarding the status of Plaintiff's Note. Defendants, and each of them, also knew that the act of recording the Assignment of Deed of trust without the authorization to do so would cause Plaintiff to rely upon Defendants' actions by attempting to negotiate a loan modification with representatives of Chase Home Finance, LLC, agents of JP MORGAN.

1 56. Plaintiff seeks to quiet title against the claims of BANK, CHASE, CRC, JP
2 MORGAN, and anyone else claiming an interest in the property. BANK, CHASE, CRC, JP
3 MORGAN, and any successors or assignees have no right to title or interest in the property
4 and no right to entertain any rights of ownership including rights of possession.

5 57. Plaintiff seeks to quiet title as of May 27, 2009. **Plaintiff believes and upon**
6 **such belief contends that the Trustee's Sale conducted on or about May 27, 2009 was**
7 **void pursuant to the use of fraudulent signatures, acting as signatures of CRC Vice**
8 **President Deborah Brignac on the Assignment of Deed of Trust and the Notice of**
9 **Trustee's Sale.**

10 58. Plaintiff seeks a judicial declaration that the title to the Subject Property is
11 vested in Plaintiff alone and that Defendants and each of them be declared to have no interest
12 estate, right, title or interest in the Subject Property and that Defendants, their agents and
13 assigns, be forever enjoined from asserting any estate, right title or interest in the Subject
14 Property.

15 59. Plaintiff believes and upon this belief alleges that Defendants, and each of
16 them, failed to acquire any legal ownership or interest in the Subject Property on the date of
17 **the Trustee's Sale, as the Trustee's Sale was initiated through fraud by a forgery of title**
18 **instruments which were recorded with the Fresno County recorder's office. Both the**
19 **Assignment of Deed of Trust and Notice of Trustee's Sale were utilized in facilitating**
20 **the Trustee's Sale of the subject property. Plaintiff further believes and upon such**
21 **belief alleges that Defendants, and each of them, allegedly obtained the Subject Property**
22 **through fraud and wrongful conduct, and failed to adhere to the strict statutory requirements**
23 **to effectuate the foreclosure sale of the Subject Property. Thus, the foreclosure sale was void**
24 **and invalid. Therefore, Plaintiff brings this action to restore title to the true owner –**
25 **Plaintiff.**
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1 **“If Lender invokes the power of sale, Lender shall execute or cause**
2 **Trustee to execute a written notice of the [sic] occurrence of and event**
3 **of default and of Lender’s election to cause the Property to be sold...”**

4 **66. On or about March 10, 2009, CRC, as successor trustee under the Deed of**
5 **Trust, executed a Notice of Trustee’s Sale, and included a Declaration. Such Notice of**
6 **Trustee’s Sale was recorded in the Official Records, County of Fresno, on March 12,**
7 **2009, as Documents No. 2009-0034109, and signed by Deborah Brignac as Vice**
8 **President of CRC.**

9 **67. On or about May 27, 2009, the property was sold at a non-judicial**
10 **foreclosure sale conducted by CHASE for approximately \$339,150.00**

11 **68. On or about June 15, 2009, CRC recorded an Assignment of Deed of**
12 **Trust signed by Deborah Brignac, Vice President of JP MORGAN. The signature of**
13 **Deborah Brignac on the Assignment of Deed of Trust differs from the signature of**
14 **Deborah Brignac on the Notice of Trustee’s Sale recorded March 12, 2009 – it is a**
15 **forgery.**

16 **69. Plaintiff believes and thereon alleges that the Assignment of Deed of Trust**
17 **contains a forged signature of Deborah Brignac, thereby rendering the assignment void**
18 **ab initio.**

19 **70. Plaintiff believes and upon such belief alleges that the Assignment of**
20 **Deed of Trust recorded June 15, 2009 assigned the subject property’s Deed of Trust to**
21 **BANK.**

22 **71. Plaintiff further alleges that Defendants, and each of them, failed to**
23 **provide the Trust with an endorsement of the Note prior to the Closing Date of the**
24 **Trust. Plaintiff thus alleges and hereby contends that the Trust did not have standing to**
25 **foreclose on the Subject Property, as Defendants cannot provide the entire chain of title**
26 **of the note and the mortgage.**

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72. Plaintiff further believes and upon such belief contends that Defendants cannot prove that the trust held Plaintiff's loan, nor can they prove that the trust, **which had a cut-off date of December 21, 2005**, had an ownership interest in Plaintiff's Deed of Trust, as the documents recorded with the Fresno County Recorder's Office indicate that Plaintiff's loan was not assigned to the trust until 2009, approximately four years after the trust closed.

73. Plaintiff hereby believes and upon such belief contends that by **utilizing a forged legal instrument to assign** a Deed of Trust after the closing date, the assignment becomes ineffective, thus precluding these Defendants, and each of them, from conducting a Trustee's Sale. **Thus rendering the Trustee's Sale void ab initio.**

74. As a result of the above-described breaches and wrongful conduct by Defendants, Plaintiff has suffered general and special damages in an amount according to proof at trial, but not less than \$1,000,000.

FOURTH CAUSE OF ACTION

~~(Accounting Against Defendants BANK, CHASE, CRC, and DOES 46-60)~~

~~75. Plaintiff hereby incorporates by reference paragraphs 1 through 17 and paragraphs 21 through 28 as if the same were fully set forth herein.~~

~~76. Plaintiff is informed and believes, and upon such information and belief alleges, that an accounting is necessary to ascertain the balances which are currently due, owing and unpaid to plaintiff for the purposes of ascertaining plaintiff's damages arising out of the wrongful conduct of the defendants, and each of them, as herein alleged.~~

FIFTH CAUSE OF ACTION

(Declaratory Relief – Against All Defendants)

77. Plaintiff hereby **re-alleges and** incorporates by reference paragraphs 1 through 32 and paragraphs as if the same were fully set forth herein.

78. The allegations by Plaintiff herein establish that a real and present controversy exist as to the respective rights and duties concerning the status and validity of the loan and

1 Promissory Notes, the Deeds of Trust, the nominated beneficiaries on the Deeds of Trust, the
2 loan servicer, and the foreclosure process. **Plaintiff contends:**

3 a. **That BANK was not the holder in due course or beneficiary of a**
4 **Promissory Note executed by Plaintiff at the time the Trustee's Deed**
5 **Upon Sale was recorded, however, Defendants contend that BANK was**
6 **the beneficiary of the Promissory Note executed by Plaintiff on the date**
7 **the Trustee's Deed Upon Sale was recorded.**

8 b. **That the Assignment of Deed of Trust recorded June 15, 2009 was**
9 **subscribed with a forged signature to allow Defendants to streamline the**
10 **foreclosure process and ultimately sell Plaintiff's primary residence at a**
11 **Trustee's Sale. However, Defendants contend that the Assignment of**
12 **Deed of Trust recorded June 15, 2009 was duly acknowledged and**
13 **executed.**

14 79. Plaintiff further believes and upon such belief contends that the purported
15 power of sale contained in the Deed of Trust no longer applies, pursuant to California Civil
16 Code § 2932.5 and that the Deeds of Trust are of no force and effect because each of the
17 Defendants' security interest in the property has been rendered void.

18 80. Accordingly, Plaintiff requests the Court make a **judicial determination of**
19 **his rights and duties as to the validity of the Note and Deed of Trust, and Defendants'**
20 **rights in recording a Trustee's Deed Upon Sale. Plaintiff further requests that the court**
21 **find and issue appropriate orders stating that none of the named Defendants had any right or**
22 **interest to utilize the power of sale to foreclose against Plaintiff's Property.**

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24 **SIXTH CAUSE OF ACTION**

25 **~~(Injunctive Relief Against Defendants BANK, CHASE, CRC, and DOES 71-85)~~**

26 ~~81. Plaintiff hereby incorporates by reference each and every one of the preceding~~
27 ~~paragraphs as if the same were fully set forth herein.~~

1 ~~Plaintiff to believe that he was in the loan modification process, thereby leading him to~~
2 ~~believe that he would be able to afford his monthly mortgage payments.~~

3 ~~90. In approximately May, 2009, Defendants, and each of them, foreclosed on the~~
4 ~~Subject~~
5 ~~Property after Plaintiff was induced to believe that he would be able to obtain a loan~~
6 ~~modification.~~

7 ~~91. The conduct of defendants, and each of them, was extreme and outrageous and~~
8 ~~beyond all bounds of decency.~~

9 ~~92. Plaintiff alleges that due to his reliance on the representations of the defendants, and~~
10 ~~each of them, he has been damaged and made to suffer deep and severe emotional distress.~~

11 ~~93. The extreme and outrageous conduct of defendants was the actual, legal and~~
12 ~~proximate cause of plaintiff suffering severe emotional distress including, but not limited to,~~
13 ~~anxiety, shock, nausea, insomnia and illness.~~

14 ~~94. The extreme and outrageous conduct of defendants was done with malice, oppression~~
15 ~~and fraud, and thus an award of exemplary and punitive damages is justified.~~

16 **EIGHTH CAUSE OF ACTION**

17 **(Cancellation of Instrument(s) – SOT, NOD, Assignment of DOT, NOTS and TDUS)**

18 **(Against All Defendants)**

19 **95. Plaintiff hereby incorporates Paragraph 1 through 22, and 35 through 41 as**
20 **if the same were fully set forth herein.**

21 **96. On or about March 10, 2009, CRC, as successor trustee under the Deed of**
22 **Trust, executed a Notice of Trustee's Sale, and included a Declaration. Such Notice of**
23 **Trustee's Sale was recorded in the Official Records, County of Fresno, on March 12,**
24 **2009, as Documents No. 2009-0034109. The notice was signed by Deborah Brignac, as**
25 **Vice President for California Reconveyance Company, as Trustee.**

26 **97. Plaintiff believes and upon such belief contends that the Notice of**
27 **Trustee's Sale contains a forged signature of the signatory, Deborah Brignac.**
28

1 105. California Business & Professions Code Section 17200, et seq., prohibits acts
2 of unfair competition, which means and includes any “fraudulent business act or practice . .
3 .” and conduct which is “likely to deceive” and is “fraudulent” within the meaning of Section
4 17200.

5 106. **Plaintiff believes and upon such belief contends that in 2009, Defendants**
6 **misrepresented material information by causing forged signatures to be placed on the**
7 **Assignment of Deed of Trust executed June 11, 2009.**

8 107. **Plaintiff believes and upon such belief contends that the Defendants, and**
9 **each of them, had knowledge of such falsity, as the signatory served as a Vice President**
10 **of CRC, which served as the agent for the remaining Defendants for purposes of**
11 **executing a foreclosure of Plaintiff’s property.**

12 108. **Plaintiff further believes and upon such belief contends that Defendants**
13 **further misrepresented the public at large by using its power to make attempts to**
14 **transfer Plaintiff’s Deed of Trust after the closing date of the Pooling and Servicing**
15 **Agreement, thereby providing false information to the public and financially interested**
16 **parties, that the subject property was properly transferred thereby allowing**
17 **Defendants, and each of them, to foreclose.**

18 109. **Plaintiff believes and hereby contends that** Defendants’ acts and practices
19 are likely to deceive, constituting a fraudulent business act or practice. This conduct is
20 ongoing and continues to this date.

21 110. Specifically, as fully set forth above, Defendants engage in deceptive business
22 practices with respect to the **initiation of foreclosure proceedings by utilizing** falsified
23 documents and recording those documents in an effort to deceive the public at large as to the
24 validity of such documents. In addition, Defendants engage in deceptive practices by:

25 **(a) Instituting improper or premature foreclosure proceedings to**
26 **generate unwarranted fees;**

27 **(b) Executing and recording false and misleading documents;**

1 (c) Executing and recording documents without the legal authority
2 to do so;

3 (d) Failing to disclose the principal for which documents were
4 being executed and recorded in violation of California Civil Code Section 1095;

5 (e) Acting as beneficiaries and trustees without the legal authority
6 to do so;

7 (f) Failing to give proper notice of a trustee's sale and the
8 postponement of the sale pursuant to California Civil Code Sections 2924g and 2924h; and

9 (g) Other deceptive business practices.

10 111. Plaintiff alleges that by engaging in the above described acts and/or practices
11 as alleged herein, Defendants have violated several California laws and regulations and said
12 predicate acts are therefore per se violations of California Business and Professions Code
13 Section 17200, et seq.

14 112. Plaintiff alleges that Defendants' misconduct, as alleged herein, gave, and
15 have given, Defendants an unfair competitive advantage over their competitors. The scheme
16 implemented by Defendants is designed to defraud California consumers and enrich the
17 Defendants.

18 113. The foregoing acts and practices have caused substantial harm to California
19 consumers.

20 114. Plaintiff believes and upon such belief alleges that the Defendants' unfair,
21 unlawful, and fraudulent business practices and false and misleading advertising present a
22 continuing threat to members of public in that other consumers will be defrauded into having
23 their property improperly sold at foreclosure. Plaintiff and other members of the general
24 public have no other adequate remedy of law.

25 115. Plaintiff is therefore entitled to attorney's fees as available under California
26 Business and Professions Code Sec. 17200 and related sections. These acts and practices, as
27 described in the previous paragraphs, are unfair and violate Business and Professions Code §
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1 17200 because their policies and practices described above violate all statutes previously
2 listed and consequently, constitute and unlawful business act of practice within the meaning
3 of Business and Professions Code § 17200.

4 WHEREFORE, Plaintiff prays as follows:

5 **PRAYER FOR RELIEF**

6 Wherefore, Plaintiff prays for judgment against the Defendants and each of them,
7 jointly and severally, as follows:

8 1. For a declaration of the rights and duties of the parties, specifically that the
9 foreclosure of the Subject Property was wrongful.

10 2. For a declaration that Plaintiff is the true and rightful owner of the Subject
11 Property.

12 3. For issuance of an Order canceling the Notice of Default, Assignment of Deed
13 of Trust, and the Notice of Trustees Sale.

14 4. To vacate the TDUS.

15 5. To vacate and set aside the foreclosure sale.

16 6. To quiet title in favor of Plaintiff and against Defendants.

17 7. For compensatory, special and general damages in an amount according to
18 proof at trial, but not less than \$1,000,000, against all Defendants.

19 8. For punitive damages in an amount to be determined by the Court against all
20 Defendants.

21 9. Pursuant to Business and Professions Code § 17203, that all Defendants, their
22 successors, agents, representatives, employees, and all persons who act in concert with them
23 be permanently enjoined from committing any acts of unfair competition in violation of §
24 17200, including, but not limited to, the violations alleged herein.

25 10. For civil penalties pursuant to statute, restitution, injunctive relief and
26 reasonable attorney's fees according to proof.

27 11. For reasonable attorney's fees and costs.
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LAW OFFICES OF CATARINA M. BENITEZ
2014 Tulare Street, Suite 400
Fresno, California 93721


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VERIFICATION

I, THOMAS A. GLASKI, am the Plaintiff in the above entitled action. I have read the foregoing Second Amended Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing true and correct and that this declaration was executed in Fresno, Fresno County, State of California.

Dated: August 5, 2011


THOMAS A. GLASKI,
Plaintiff

LAW OFFICES OF CATARINA M. BENITEZ
2014 Tulare Street, Suite 400
Fresno, California 93721

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PLAINTIFF'S EXHIBITS

EXHIBIT

DESCRIPTION

- | | |
|-------|---------------------------------------|
| 1. | Deed of Trust recorded 7/14/2005 |
| 2. | Notice of Default 12/9/2008 |
| 3. | Assignment of Deed of Trust 12/9/2008 |
| 4. | Notice of Trustee's Sale 3/12/2009 |
| 5. | Trustees Deed Upon Sale 6/15/2009 |
| 6-13. | Deborah Brignac's Signatures |

EXHIBIT 1

Fidelity National Title

AFTER RECORDING RETURN TO:
Washington Mutual Bank, FA
C/O ACS IMAGE SOLUTIONS
12691 PALA DRIVE MS156DPCA
GARDEN GROVE, CA 92841

702251 IK

[Space Above This Line For Recording Data]

FIDELITY NATIONAL TITLE COMPANY 702251-DN

DEED OF TRUST

03-0486-070237189-9

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 July 6, 2005, together with all Riders to this document.

(B) "Borrower" is THOMAS A GLASKI, A SINGLE MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Washington Mutual Bank, FA, a federal association. Lender is a Bank organized and existing under the laws of United States of America. Lender's address is 400 East Main Street Stockton, CA 95290

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is CALIFORNIA RECONVEYANCE COMPANY

(E) "Note" means the promissory note signed by Borrower and dated July 6, 2005

The Note states that Borrower owes Lender Six Hundred Fifty Thousand & 00/100

Dollars (U.S. \$ 650,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2045

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably

grants and conveys to Trustee, in trust, with power of sale, the following described property located in Fresno County, California:

LOT 7 OF TRACT NO. 2143, SILKEN OAKS COUNTY ESTATES, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 23 PAGES 95 AND 96 OF PLATS, FRESNO COUNTY RECORDS.

which currently has the address of 7741 EAST SAGINAW WAY [Street], FRESNO, California 93727 ("Property Address"): [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one of 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

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Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance of 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

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the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Lender may purchase such insurance from or through any company acceptable to Lender including, without limitation, an affiliate of Lender, and Borrower acknowledges and agrees that Lender's affiliate may receive consideration for such purchase. 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.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to all proceeds from any insurance policy (whether or not the insurance policy was required by Lender) that are due, paid or payable with respect to any damage to such property, regardless of whether the insurance policy is established before, on or after the date of this Security Instrument. By absolutely and irrevocably assigning to Lender all of Borrower's rights to receive any and all proceeds from any insurance policy, Borrower hereby waives, to the full extent allowed by law, all of Borrower's rights to receive any and all of such insurance proceeds.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to (a) any and all claims, present and future, known or unknown, absolute or contingent, (b) any and all causes of action, (c) any and all judgments and settlements (whether through litigation, mediation, arbitration or otherwise), (d) any and all funds sought against or from any party or parties whatsoever, and (e) any and all funds received or receivable in

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connection with any damage to such property, resulting from any cause or causes whatsoever, including but not limited to, land subsidence, landslide, windstorm, earthquake, fire, flood or any other cause.

Borrower agrees to execute, acknowledge if requested, and deliver to Lender, and/or upon notice from Lender shall request any insurance agency or company that has issued any insurance policy to execute and deliver to Lender, any additional instruments or documents requested by Lender from time to time to evidence Borrower's absolute and irrevocable assignments set forth in this paragraph.

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

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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, or remove or demolish any building thereon, 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 good condition and repair 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 in good and workmanlike manner if damaged to avoid further

deterioration or damage. Lender shall, unless otherwise agreed in writing between Lender and Borrower, have the right to hold insurance or condemnation proceeds. 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. Lender does not make any warranty or representation regarding, and assumes no responsibility for, the work done on the Property, and Borrower shall not have any right to rely in any way on any inspection(s) by or for Lender or its agent. Borrower shall be solely responsible for determining that the work is done in a good, thorough, efficient and workmanlike manner in accordance with all applicable laws.

Borrower shall (a) appear in and defend any action or proceeding purporting to affect the security hereof, the Property or the rights or powers of Lender or Trustee; (b) at Lender's option, assign to Lender, to the extent of Lender's interest, any claims, demands, or causes of action of any kind, and any award, court judgement, or proceeds of settlement of any such claim, demand or cause of action of any kind which Borrower now has or may hereafter acquire arising out of or relating to any interest in the acquisition or ownership of the Property. Lender and Trustee shall not have any duty to prosecute any such claim, demand or cause of action. Without limiting the foregoing, any such claim, demand or cause of action arising out of or relating to any interest in the acquisition or ownership of the Property may include (i) any such injury or damage to the Property including without limit injury or damage to any structure or improvement situated thereon, (ii) or any claim or cause of action in favor of Borrower which arises out of the transaction financed in whole or in part by the making of the loan secured hereby, (iii) any claim or cause of action in favor of Borrower (except for bodily injury) which arises as a result of any negligent or improper construction, installation or repair of the Property including without limit, any surface or subsurface thereof, or of any building or structure thereon or (iv) any proceeds of insurance, whether or not required by Lender, payable as a result of any damage to or otherwise relating to the Property or any interest therein. Lender may apply, use or release such monies so received by it in the same manner as provided in Paragraph 5 for the proceeds of insurance.

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting

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and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage

insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. This Security Instrument cannot be changed or modified except as otherwise provided herein or by agreement in writing signed by Borrower, or any Successor in interest to Borrower and Lender. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any 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. No waiver by Lender of any right under this Security Instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Security Instrument or of any provision of this Security Instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

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. Borrower shall pay such other charges as Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower, any Successor in interest to Borrower or any agent of Borrower. 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 mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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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 judgement 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,

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and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If Borrower or any successor in interest to Borrower files (or has filed against Borrower or any successor in interest to Borrower) a bankruptcy petition under Title 11 or any successor title of the United States Code which provides for the curing of prepetition default due on the Note, interest at a rate determined by the Court shall be paid to Lender on post-petition arrears.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of and 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.

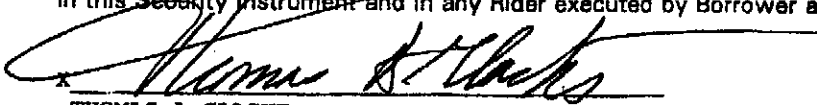
Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following 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 or the Trustee (whether or not the Trustee is affiliated with Lender) may charge such person or persons a reasonable fee for reconveying the Property, but only 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. Trustee may destroy the Note and the Security Instrument three (3) years after issuance of a full reconveyance or release (unless directed in such request to retain them).

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

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



THOMAS A. GLASKI

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(Space Below This Line For Acknowledgment)

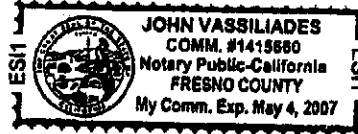
State of CALIFORNIA)
County of San Fresno) SS.

On 7-8-05, before me, John Vassiliades, a Notary Public in and for the State of California, personally appeared Thomas A. Glaski

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

Witness my hand and official seal

Signature [Handwritten Signature]
Notary Public in and for the State of California



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**ADJUSTABLE RATE RIDER
(12-MTA Index - Payment and Rate Caps)**

03-0486-070237189-9

THIS ADJUSTABLE RATE RIDER is made this 6th day of July, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Washington Mutual Bank, FA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7741 EAST SAGINAW WAY, FRESNO, CA 93727
(Property Address)

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 125% OF THE ORIGINAL AMOUNT (OR \$ 812,500.00). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THE NOTE AND RIDER. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

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

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 4.753 %. Thereafter until the first Change Date (as defined in Section 4 of the Note) I will pay interest at a yearly rate of 1.750 %. The interest rate I will pay will thereafter change in accordance with Section 4 of the Note.

Section 4 of the Note provides for changes in the interest rate and monthly payment as follows:

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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the 1st day of September, 2005, and on that day every month thereafter. Each such day is called a "Change Date".

(B) The Index

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

The most recent Index figure available as of the date 15 days before each 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) Interest Rate Change

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two & Twelve-Hundredths percentage points 2.120 % ("Margin") to Current Index. The Note Holder will then round the result of this addition to the nearest one thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). The difference will be rounded to the next higher 1/8 of 1%.

(D) Interest Rate Limit

My interest rate will never be greater than 9.950 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

(E) Payment Change Dates

Effective every year commencing September 1, 2006, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the

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amount of the monthly payment that would be sufficient to repay the projected Principal balance I am expected to owe as of the Payment Change Date in full on the maturity date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of the Note.

(F) Monthly Payment Limitations

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the Principal Payment and does not apply to any escrow payments Lender may require under the Security Instrument.

(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization

Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a Principal reduction of the Note.

(H) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed a maximum amount equal to 125% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 125% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

(I) Required Full Monthly Payment

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

(J) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my

monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

(K) Failure to Make Adjustments

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid "Principal."

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

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any interest in the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 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 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; (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 Agreement or other obligations related to the Note or other loan document is acceptable to Lender, (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (d) payment of Assumption Fee if requested by 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, and Lender may increase the maximum interest rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the

03-0486-070237189-9

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 has entered into a written assumption agreement with transferee and formally releases Borrower.

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower agrees to execute any document necessary to reform this Agreement to accurately reflect the terms of the Agreement between Borrower and Beneficiary or if the original Note, Trust Deed or other document is lost, mutilated or destroyed.

X 
THOMAS A GLASKI

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EXHIBIT 2

RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY
AND WHEN RECORDED MAIL TO
CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: N 11 06 12
Chatsworth, CA 91311
800 892-6902
(818)775-2258 (Fax)



FRESNO County Recorder
Robert C. Werner
DOC- 2008-0168216
Check Number 383509
Tuesday, DEC 09, 2008 11:12:02
Ttl Pd \$14.00 Nbr-0002893572
RGR/R4/1-2

Space above this line for recorder's use only

Trustee Sale No. 428336CA Loan No. 0702371899 Title Order No. 602000220

**IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

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 three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$11,200.78 as of December 08, 2008 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 property by paying the entire amount demanded by your creditor.

Trustee Sale No. 428336CA Loan No. 0702371899 Title Order No. 602000220

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: JPMorgan Chase Bank, National Association, at 7301 BAYMEADOWS WAY, JACKSONVILLE, FL 32256, (877) 926-8937.

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: CALIFORNIA RECONVEYANCE COMPANY is the duly appointed Trustee under a Deed of Trust dated 07/06/2005, executed by THOMAS A GLASKI, A SINGLE MAN, as trustor, to secure obligations in favor of WASHINGTON MUTUAL BANK, FA, as Beneficiary Recorded 07/14/2005, Book, Page, Instrument 2005-0157906 of official records in the Office of the Recorder of FRESNO County, California, as more fully described on said Deed of Trust. APN: 310-160-07 Situs: 7741 EAST SAGINAW WAY,, FRESNO, CA 93727 Including the note(s) for the sum of \$650,000.00 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 08/01/2008 INSTALLMENT OF PRINCIPAL AND INTEREST AND ALL SUBSEQUENT MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST; PLUS ANY ADDITIONAL ACCRUED AND UNPAID AMOUNTS INCLUDING, BUT NOT LIMITED TO, LATE CHARGES, ADVANCES, IMPOUNDS, TAXES, HAZARD INSURANCE, ADMINISTRATIVE FEES, INSUFFICIENT AND PARTIAL RETURN CHECK FEES, STATEMENT FEES, AND OBLIGATIONS SECURED BY PRIOR ENCUMBRANCES.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such 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.

The beneficiary or its designated agent declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil Code 2923.5, or the borrower has surrendered the property to the beneficiary or authorized agent, or is otherwise exempt from the requirements of §2935.5.

DATE: December 08, 2008

CALIFORNIA RECONVEYANCE COMPANY, as Trustee


Colleen Irby, Assistant Secretary

CALIFORNIA RECONVEYANCE COMPANY IS A
DEBT COLLECTOR ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.

2



Walz Affidavit #: 314482

AFFIDAVIT OF MAILING

California Reconveyance Company

Date: 12/23/2008

Ref. No.: 428336CA

MailbatchID:

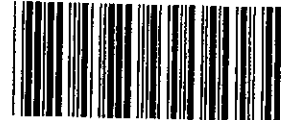
STATE OF CALIFORNIA)
COUNTY OF ORANGE)

The declarant, whose signature appears below, states that he is over the age of eighteen (18) years; is employed in Orange County, California; acting on behalf of California Reconveyance Company; is not a party to the within action; and that on December 23, 2008, he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent First Class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

x *Grisel Herrera*
Affiant Grisel Herrera

2213960020
REF #: 428336CA
THOMAS GLASKI
7741 E SAGINAW WAY
FRESNO, CA 93727-9551



Waiz Affidavit #: 313829

AFFIDAVIT OF MAILING

California Reconveyance Company

Date: 12/23/2008

Ref. No.: 428336CA

Mailb.itchID:

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

The declarant, whose signature appears below, states that he is over the age of eighteen (18) years; is employed in Orange County, California; acting on behalf of California Reconveyance Company; is not a party to the within action; and that on December 23, 2008, he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

x *Grisel Herrera*
Affiant Grisel Herrera

7113 8257 1472 9961 7053
REF #: 428336CA
THOMAS GLASKI
7741 E SAGINAW WAY
FRESNO, CA 93727-9551



Waiz Affidavit #: 343144

AFFIDAVIT OF MAILING

California Reconveyance Company

Date: 01/08/2009

Ref. No.: 428336CA

MailbatchID:

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Orange County, California; acting on behalf of California Reconveyance Company; is not a party to the within action; and that on January 08, 2009, she personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

x 
Affiant Emily Salgado

7113 8257 1473 0185 7415
REF #: 428336CA
BANK OF AMERICA, N.A.
2550 RED HILL AVE
C/O CUSTOM RECORDING
SOLUTIONS
SANTA ANA, CA 92705-5516



Walz Affidavit #: 343090

AFFIDAVIT OF MAILING

California Reconveyance Company

Date: 01/08/2009

Ref. No.: 428336CA

MailbatchID:

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Orange County, California; acting on behalf of California Reconveyance Company; is not a party to the within action; and that on January 08, 2009, she personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent First Class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

x Emily Salgado
Affiant Emily Salgado

2214292271
REF #: 428336CA
BANK OF AMERICA, N.A.
2550 RED HILL AVE
C/O CUSTOM RECORDING
SOLUTIONS
SANTA ANA, CA 92705-5516

EXHIBIT 3

3

Recording Requested By
ServiceLink
RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY

J



FRESNO County Recorder
Robert C. Werner
DOC- 2009-0080966

Check Number 84228
Monday, JUN 15, 2009 11:28:45
Ttl Pd \$15.00 Nbr-0003011050
EMF/R5/1-2

AND WHEN RECORDED MAIL TO
CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311

Space above this line for recorder's use only

Trustee Sale No. 428336CA Loan No. 0702371899 Title Order No. 602000220

IMPORTANT NOTICE

NOTE: After having been recorded, this Assignment should be kept with the Note and the Deed of Trust hereby assigned.

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Bank of America, National Association as successor by merger to "LaSalle Bank NA as trustee for WaMu Mortgage Pass-Through Certificates Series 2005-AR17 Trust all beneficial interest under that certain Deed of Trust dated 07/06/2005, executed by THOMAS A GLASKI, A SINGLE MAN, as Trustor; to CALIFORNIA RECONVEYANCE COMPANY as Trustee; and Recorded 07/14/2005, Book , Page , Instrument 2005-0157906 of official records in the Office of the County Recorder of FRESNO County, California. **APN:** 310-160-07 **Situs:** 7741 EAST SAGINAW WAY, , FRESNO, CA 93727

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.

DATE: June 11, 2009

JPMorgan Chase Bank, National Association, successor in interest to WASHINGTON MUTUAL BANK, FA

Deborah Brignac

Deborah Brignac, Vice President

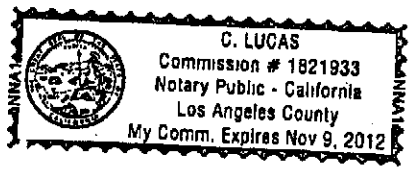
Trustee Sale No. 428336CA Loan No. 0702371899 Title Order No. 602000220

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On June 11, 2009 before me, C. LUCAS, "Notary Public", personally appeared Deborah Brignac, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature _____ *C. Lucas* (Seal)

EXHIBIT 4

Recording Requested By
ServiceLink
RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY
AND WHEN RECORDED MAIL TO
CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-6902

Trustee Sale No. **428336CA**
Loan No. **0702371899**
Title Order No. **602000220**

4
2
FRESNO County Recorder
Robert C. Werner
DOC- 2009-0034109

Check Number 57708
Thursday, MAR 12, 2009 12:54:14
Ttl Pd \$15.00
Nbr-0002950567
APR/R4/1-2

Space above this line for recorder's use only

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 07/06/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 04/01/2009 at 10:30 AM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 07/14/2005, Book , Page , Instrument 2005-0157906, of official records in the Office of the Recorder of FRESNO County, California, executed by: THOMAS A GLASKI, A SINGLE MAN, as Trustor, WASHINGTON MUTUAL BANK, FA, as Beneficiary, will sell at public auction sale to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. Sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Place of Sale: THE VAN NESS AVENUE EXIT FROM THE COUNTY COURTHOUSE, 1100 VAN NESS , FRESNO, CA

Legal Description: LOT 7 OF TRACT NO. 2143, SILKEN OAKS COUNTY ESTATES, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 23 PAGES 95 AND 96 OF PLATS, FRESNO COUNTY RECORDS.

Amount of unpaid balance and other charges: \$734,115.10 (estimated)

Street address and other common designation of the real property: 7741 EAST SAGINAW WAY
FRESNO, CA 93727
APN Number: 310-160-07

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is".

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1st class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

DATE: 03-10-2009

CALIFORNIA RECONVEYANCE COMPANY, as Trustee
(714) 259-7850 or www.fidelityasap.com
(714) 573-1965 or www.priorityposting.com


DEBORAH BRIGNAC, VICE PRESIDENT
9200 OAKDALE AVE
MAILSTOP N110612
CHATSWORTH, CA 91311

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

2

EXHIBIT 5

Recording Requested By
ServiceLink

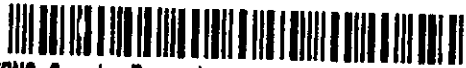
5

WHEN RECORDED MAIL TO

California Reconveyance Company
PO Box 6200
Northridge, CA 91328-6200

MAIL TAX STATEMENTS TO

Washington Mutual Bank
7255 Baymeadows Way
Jacksonville, FL 32256
Mail Stop: JAXB2007



FRESNO County Recorder
Robert C. Werner
DOC- 2009-0080967

Check Number 84228
Monday, JUN 15, 2009 11:28:45
Ttl Pd \$15.00 Nbr-0003011051
EMF/R5/1-2

Space above this line for recorder's use only

Trustee Sale No. 428336CA Loan No. 0702371899 Title Order No. 602000220

TRUSTEE'S DEED UPON SALE

APN 310-160-07 T.R.A. No.

The undersigned grantor declares:

- 1) The Grantee herein was the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was\$738,238.04
- 3) The amount paid by the grantee at the trustee sale was.....\$339,150.00
- 4) The documentary transfer tax is\$0
- 5) Said property is in FRESNO

and CALIFORNIA RECONVEYANCE COMPANY (herein called Trustee), as the duly appointed Trustee or substituted Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to **Bank of America, National Association as successor by merger to "LaSalle Bank NA as trustee for WaMu Mortgage Pass-Through Certificates Series 2005-AR17 Trust** (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of FRESNO, State of California, described as follows: LOT 7 OF TRACT NO. 2143, SILKEN OAKS COUNTY ESTATES, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 23 PAGES 95 AND 96 OF PLATS, FRESNO COUNTY RECORDS.

Situs: 7741 EAST SAGINAW WAY, , FRESNO, CA 93727

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 07/06/2005 and executed by THOMAS A GLASKI, A SINGLE MAN, as Trustor, and Recorded 07/14/2005, Book , Page , Instrument 2005-0157906 of official records of FRESNO County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on 05/27/2009. Grantee, being the

Trustee Sale No.: 428336CA Loan No.: 0702371899 Title Order No.: 602000220

highest bidder at said sale, became the purchaser of said property for the amount bid being \$339,150.00 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

DATE: June 11, 2009

CALIFORNIA RECONVEYANCE COMPANY, as Trustee



Karime Arias, Assistant Secretary

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On June 11, 2009, before me, C. LUCAS, "Notary Public", personally appeared KARIME ARIAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT 6

Recording Requested By

Service Ink

RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY

AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-6902



2009-0060924

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

REC FEE 15.00

06:01AM 06-Oct-2009 | Page 1 of 3

Trustee Sale No. 436337CA
Loan No. 3012210310
Title Order No. 602133070

3

Space above this line for recorder's use only

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 12/01/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 10/22/2009 at 01:00 PM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 12/12/2006, Book , Page , Instrument 2006-0096374, of official records in the Office of the Recorder of SANTA BARBARA County, California, executed by: JOSE CARRISALES, JR. AND, ANNA M. CARRISALES, HUSBAND AND WIFE, AS JOINT TENANTS, as Trustor, WASHINGTON MUTUAL BANK, FA, as Beneficiary, will sell at public auction sale to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. Sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Place of Sale: AT THE MAIN ENTRANCE TO THE COUNTY COURTHOUSE, 1100 ANACAPA STREET , SANTA BARBARA, CA

Legal Description: LOT 34 OF THE SYCAMORE TRACT, IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED DECEMBER 30, 1922 IN MAP BOOK 15 AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Amount of unpaid balance and other charges: \$630,799.30 (estimated)

Street address and other common designation of the real property: 1025 E YANONALI STREET
SANTA BARBARA, CA 93103
APN Number: 017-053-12-00

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is".

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1st class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

DATE: 10-02-2009

SEE ATTACHED EXHIBIT

CALIFORNIA RECONVEYANCE COMPANY, as Trustee

(714) 259-7850 or www.fidelityasap.com

(714) 573-1965 or www.priorityposting.com


DEBORAH BRIGNAC, VICE PRESIDENT

9200 OAKDALE AVE
MAILSTOP N110612
CHATSWORTH, CA 91311

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Exhibit

DECLARATION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 2923.54

Pursuant to California Civil Code Section 2923.54, the undersigned loan servicer declares as follows:

1. It has obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.54 that is current and valid on the date the notice of sale is filed; and
2. The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does not apply pursuant to Section 2923.52 or Section 2923.55.

**JPMorgan Chase Bank,
National Association**

**Name: Ann Thorn
Title: First Vice President**

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink of the County Clerk, Recorder and Assessor.



Joseph E. Holland

COUNTY CLERK, RECORDER AND ASSESSOR, SANTA BARBARA CALIFORNIA

DATE:

NOV 23 2010

BY DEPUTY

John D. ...

EXHIBIT 7

DP3

recording

ServiceLink

RECORDING REQUESTED BY CALIFORNIA RECONVEYANCE COMPANY

AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-8902



2009-0061473

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

REC FEE 15.00

08:01AM 08-Oct-2009 EC Page 1 of 3

Trustee Sale No. 436140CA
Loan No. 0705394807
Title Order No. 602132472

3

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 11/02/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 10/22/2009 at 01:00 PM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 11/29/2005, Book , Page , Instrument 2005-0113507, of official records in the Office of the Recorder of SANTA BARBARA County, California, executed by: ISMAEL VIEYRA AND ESPERANZA VIEYRA, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, WASHINGTON MUTUAL BANK, FA, as Beneficiary, will sell at public auction sale to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. Sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Place of Sale: AT THE NORTH DOOR OF THE MAIN ENTRANCE TO THE COUNTY COURTHOUSE, 1100 ANACAPA ST., SANTA BARBARA, CA

Legal Description: LOT 8 OF VILLA DE LA SARA TRACT 5700, IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 181, PAGES 69 THROUGH 73 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS, BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER SAID LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR, AND REMOVING THE SAME FROM SAID LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM SAID LAND, OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS, AND SHAFTS DIRECTIONALLY DRILL AND MINE FROM SAID LAND, OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS, AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF SAID LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGHOUT THE SURFACE OF THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND AS RESERVED IN THE DEED RECORDED OCTOBER 31, 1977 AS INSTRUMENT NO. 77-54407 OF OFFICIAL RECORDS.

Amount of unpaid balance and other charges: \$326,227.93 (estimated)

Street address and other common designation of the real property: 814 BLANCHE COURT
SANTA MARIA, CA 93458
APN Number: 123-290-09-00


The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is".

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1st class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

DATE: 10-01-2009

SEE ATTACHED EXHIBIT

CALIFORNIA RECONVEYANCE COMPANY, as Trustee
(714) 259-7850 or www.fidelityasap.com
(714) 573-1965 or www.priorityposting.com


DEBORAH BRIGNAC, VICE PRESIDENT
9200 OAKDALE AVE
MAILSTOP N110612
CHATSWORTH, CA 91311

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Exhibit

DECLARATION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 2923.54

Pursuant to California Civil Code Section 2923.54, the undersigned loan servicer declares as follows:

1. It has obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.54 that is current and valid on the date the notice of sale is filed; and
2. The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does not apply pursuant to Section 2923.52 or Section 2923.55.

**JPMorgan Chase Bank,
National Association**

**Name: Ann Thorn
Title: First Vice President**

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink of the County Clerk, Recorder and Assessor.



Joseph E. Holland

COUNTY CLERK, RECORDER AND ASSESSOR, SANTA BARBARA CALIFORNIA

DATE: NOV 23 2016 BY DEPUTY *Janet Sanchez*

EXHIBIT 8

Recording Requested By
ServiceLink

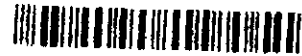
RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY

AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-6902

Trustee Sale No. 436372CA
Loan No. 3013130780
Title Order No. 602132986

3



2009-0061474

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

REC FEE 15.00

08:01AM 08-Oct-2009 EC
Page 1 of 3

Space above this line for recorder's use only

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 01/10/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 10/21/2009 at 01:00 PM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 01/18/2007, Book , Page , Instrument 2007-0003859, of official records in the Office of the Recorder of SANTA BARBARA County, California, executed by: DONNA L KEELER, AN UNMARRIED WOMAN, as Trustor, WASHINGTON MUTUAL BANK, FA, as Beneficiary, will sell at public auction sale to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. Sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Place of Sale: AT THE MAIN ENTRANCE TO THE COUNTY COURTHOUSE, 1100 ANACAPA STREET , SANTA BARBARA, CA

Legal Description: PARCEL ONE:

PARCEL "A" OF PARCEL MAP NO. 11,872 ON FILE IN BOOK 12, PAGE 92 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY, CALIFORNIA.

EXCEPTING THEREFROM 1/3 OF ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER THE ABOVE DESCRIBED PARCEL OF LAND FOR A PERIOD OF 20 YEARS FROM JANUARY 21, 1952, AS RESERVED IN DEED FROM HARRISON TOWNSEND III, A SINGLE MAN AND BETTY PARK TOWNSEND, A SINGLE WOMAN, DATED JANUARY 21, 1952 AND RECORDED FEBRUARY 5, 1952 AS INSTRUMENT NO. 1785 IN BOOK 1047, PAGE 455 OF OFFICIAL RECORDS.

PARCEL TWO:

AN EASEMENT 15 FEET IN WIDTH FOR WATER LINE PURPOSES AS CREATED BY DEED RECORDED OCTOBER 16, 1972 AS INSTRUMENT NO. 40844 IN BOOK 2426, PAGE 351 OF OFFICIAL RECORDS, IN, ON, OVER, ALONG AND UPON THE WESTERLY 15 FEET OF THE SOUTHERLY 63.37 FEET OF PARCEL "D" AS SAID PARCEL IS SHOWN ON PARCEL MAP NO. 11,820, FILED IN BOOK 10, PAGE 36 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN A PUBLIC STREET.

PARCEL THREE:

AN EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES AS CREATED BY DEED RECORDED OCTOBER 16, 1972 AS INSTRUMENT NO. 40844 IN BOOK 2426, PAGE 351 OF OFFICIAL RECORDS, OVER, ALONG AND UPON THE WESTERLY 15 FEET OF THE SOUTHERLY 63.37 FEET OF PARCEL "D" AS SHOWN ON PARCEL MAP NO. 11, 820, FILED IN BOOK 10, PAGE 86 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL FOUR:

AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES PURPOSES AS CREATED BY DOCUMENT RECORDED JUNE 7, 2002, AS INSTRUMENT NO. 2002-0055523 OF OFFICIAL RECORDS, OVER, UNDER AND UPON THAT PORTION OF PARCEL B OF PARCEL MAP NO. 11,476 RECORDED IN PARCEL MAP BOOK 9, PAGE 55, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL A OF PARCEL MAP NO. 11,872 RECORDED IN PARCEL MAP BOOK 12, PAGE 92 IN SAID COUNTY RECORDER'S OFFICE;

THENCE (1), SOUTH 230 21' 00" WEST, ALONG THE WESTERLY LINE OF SAID PARCEL A, 25.00 FEET;

THENCE (2), LEAVING SAID WESTERLY LINE, NORTH 270 03' 28" WEST, 36.56 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BALLARD CANYON ROAD AS SHOWN ON SAID PARCEL MAP NO. 11, 476;

THENCE (3), NORTH 820 07' 00" EAST ALONG SAID SOUTHEASTERLY LINE, 30.00 FEET;

THENCE (4), LEAVING SAID SOUTHEASTERLY LINE, SOUTH 00° 03' 34" EAST, 23.64 FEET TO THE POINT OF BEGINNING.

Amount of unpaid balance and other charges: \$1,197,818.81 (estimated)

Street address and other common designation of the real property: 2964 BALLARD CANYON ROAD
LOS OLIVOS, CA 93441
APN Number: 135-350-10-00

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is".

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1st class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

DATE: 10-01-2009

SEE ATTACHED EXHIBIT

CALIFORNIA RECONVEYANCE COMPANY, as Trustee

(714) 259-7850 or www.fidelityasap.com

(714) 573-1965 or www.priorityposting.com


DEBORAH BRIGNAC, VICE PRESIDENT
8200 OAKDALE AVE
MAILSTOP N110812
CHATSWORTH, CA 91311

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Exhibit

DECLARATION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 2923.54

Pursuant to California Civil Code Section 2923.54, the undersigned loan servicer declares as follows:

1. It has obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.54 that is current and valid on the date the notice of sale is filed; and
2. The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does not apply pursuant to Section 2923.52 or Section 2923.55.

**JPMorgan Chase Bank,
National Association**

**Name: Ann Thorn
Title: First Vice President**

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink of the County Clerk, Recorder and Assessor.



Joseph E. Holland

COUNTY CLERK, RECORDER AND ASSESSOR, SANTA BARBARA CALIFORNIA
DATE: NOV 23 2010 BY DEPUTY: *[Signature]*

EXHIBIT 9

Recording Date By
ServiceLink

RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY
AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-8902



2

Trustee Sale No. 443100CA
Loan No. 3010332439
Title Order No. 446643

Space above this line for recorder's use only

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 11-14-2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 09-07-2010 at 10:30 AM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 11-30-2007, Book , Page , Instrument 20072834177, of official records in the Office of the Recorder of LOS ANGELES County, California, executed by: DARYOUSH JAVAHERI, AN UNMARRIED MAN, as Trustor, WASHINGTON MUTUAL BANK, FA, as Beneficiary, will sell at public auction sale to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. Sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Place of Sale: AT THE WEST SIDE OF THE LOS ANGELES COUNTY COURTHOUSE, DIRECTLY FACING NORWALK BOULEVARD, 12720 NORWALK BLVD. , NORWALK, CA

Legal Description: LOT 8 IN BLOCK 31 OF TRACT NO 7803 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 88, PAGES 73 TO 75 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Amount of unpaid balance and other charges: \$2,857,661.28 (estimated)

Street address and other common designation of the real property: 10809 WELLWORTH AVE
LOS ANGELES, CA 90024
APN Number: 4325-005-014

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is".

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1st class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

DATE: 08-18-2010

SEE ATTACHED EXHIBIT

3

CALIFORNIA RECONVEYANCE COMPANY, as Trustee
(714) 259-7850 or www.fidelityasap.com
(714) 573-1985 or www.priorityposting.com

Deborah Brignac/me

DEBORAH BRIGNAC, VICE PRESIDENT
9200 OAKDALE AVE
MAILSTOP N110612
CHATSWORTH, CA 91311

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Exhibit

DECLARATION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 2923.54

Pursuant to California Civil Code Section 2923.54, the undersigned loan servicer declares as follows:

1. It has obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.54 that is current and valid on the date the notice of sale is filed; and
2. The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does not apply pursuant to Section 2923.52 or Section 2923.55.

**JPMorgan Chase Bank,
National Association**

**Name: Ann Thorn
Title: First Vice President**

EXHIBIT 10

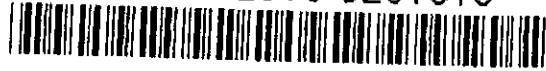
154
Recording by
Centralink

RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY
AND WHEN RECORDED MAIL TO
CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-8902

Trustee Sale No. 439299CA
Loan No. 3018313076
Title Order No. 231994

FI
3P

DOC # 2010-0201815



APR 23, 2010 8:00 AM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 18.00

2292

DA: 1
PAGES: 3



Space above this line for recorder's use only

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 10-31-2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 05-17-2010 at 10:00 AM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 11-02-2007, Book , Page , Instrument 2007-0701597, of official records in the Office of the Recorder of SAN DIEGO County, California, executed by: SEAN PARK AND MICHELLE PARK, AS TRUSTEES OF THE SEAN AND MICHELLE PARK FAMILYTRUST UDT DATED JULY 2, 2003, as Trustor, WASHINGTON MUTUAL BANK, FA, as Beneficiary, will sell at public auction sale to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. Sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Place of Sale: THE SOUTH ENTRANCE TO THE COUNTY COURTHOUSE, 220 WEST BROADWAY , SAN DIEGO, CA

Legal Description: THE SOUTH HALF OF LOT 15 AND ALL OF LOT 16 IN BLOCK 5 OF LA JOLLA PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 352, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 22, 1887 THE NORTH LINE OF SAID SOUTH HALF OF LOT 15 BEING PARALLEL WITH THE SOUTH LINE OF SAID LOT.

Amount of unpaid balance and other charges: \$1,128,835.81 (estimated)

Street address and other common designation of the real property: 7419 DRAPER AVENUE
LA JOLLA, CA 92037
APN Number: 350-602-10

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is".

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1st class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

DATE: 04-23-2010

SEE ATTACHED EXHIBIT

CALIFORNIA RECONVEYANCE COMPANY, as Trustee
(714) 259-7850 or www.fidelitysasap.com
(714) 573-1965 or www.priorityposting.com

Deborah Brignac
DEBORAH BRIGNAC, VICE PRESIDENT
9200 OAKDALE AVE
MAILSTOP N110812
CHATSWORTH, CA 91311

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Exhibit

DECLARATION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 2923.54

Pursuant to California Civil Code Section 2923.54, the undersigned loan servicer declares as follows:

1. It has obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.54 that is current and valid on the date the notice of sale is filed; and
2. The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does not apply pursuant to Section 2923.52 or Section 2923.55.

JPMorgan Chase Bank,
National Association

Name: Ann Thorn
Title: First Vice President

EXHIBIT 11

Recording Requested By

RECORDING REQUESTED BY ^{Service Link}
CALIFORNIA RECONVEYANCE COMPANY

AND WHEN RECORDED MAIL TO
CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-6902

FI
3P

DOC # 2010-0335053


JUL 02, 2010 8:00 AM
OFFICIAL RECORDS 2717
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 24.00

Trustee Sale No. 439299CA
Loan No. 3018313076
Title Order No. 231994

DA: 1
PAGES: 3



Space above this line for recorder's use only

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 10-31-2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 07-27-2010 at 10:00 AM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 11-02-2007, Book , Page , Instrument 2007-0701597, of official records in the Office of the Recorder of SAN DIEGO County, California, executed by: SEAN PARK AND MICHELLE PARK, AS TRUSTEES OF THE SEAN AND MICHELLE PARK FAMILY TRUST UDT DATED JULY 2, 2003, as Trustor, WASHINGTON MUTUAL BANK, FA, as Beneficiary, will sell at public auction sale to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. Sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Place of Sale: THE SOUTH ENTRANCE TO THE COUNTY COURTHOUSE, 220 WEST BROADWAY , SAN DIEGO, CA

Legal Description: THE SOUTH HALF OF LOT 15 AND ALL OF LOT 16 IN BLOCK 5 OF LA JOLLA PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 352, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 22, 1887 THE NORTH LINE OF SAID SOUTH HALF OF LOT 15 BEING PARALLEL WITH THE SOUTH LINE OF SAID LOT.

Amount of unpaid balance and other charges: \$1,138,790.46 (estimated)

Street address and other common designation of the real property: 7419 DRAPER AVENUE
LA JOLLA, CA 92037
APN Number: 350-602-10

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is".

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1st class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

DATE: 06-30-2010

SEE ATTACHED EXHIBIT

2718

CALIFORNIA RECONVEYANCE COMPANY, as Trustee
(714) 259-7850 or www.fidelityasap.com
(714) 573-1965 or www.priorityposting.com

Deborah Brignac



DEBORAH BRIGNAC, VICE PRESIDENT
9200 OAKDALE AVE
MAILSTOP N110612
CHATSWORTH, CA 91311

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT 12

7

RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY
AND WHEN RECORDED MAIL TO
CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: N 11 06 12
Chatsworth, CA 91311

DOC # 2007-0037772
01/17/2007 08:00R Fee: 7.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder



Trustee Sale No. 205294CA
Loan No. 0697521664
Title Order No. 6275747

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM

NOTICE OF TRUSTEE'S SALE

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7
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YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 02/09/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 02/01/2007 at 10:00 AM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 02/28/2006, Book , Page , Instrument 2006-0145487, of official records in the Office of the Recorder of RIVERSIDE County, California, executed by: JUNE REYNO AND FREDIE REYNO, WIFE AND HUSBAND, AS JOINT TENANTS, as Trustee, LONG BEACH MORTGAGE COMPANY, as Beneficiary will sell at public auction sale to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. Sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Place of Sale: THE MAIN STREET ENTRANCE TO THE COUNTY COURTHOUSE, 4050 MAIN STREET , RIVERSIDE, CA

Legal Description: LOT 17 OF THE CROSSLEY TRACT, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGE(S) 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Amount of unpaid balance and other charges: \$427,334.15 (estimated)
Street address and other common designation of the real property: 2196 MARGUERITE ST
PALM SPRINGS, CA 92284
APN Number: 681-281-017

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is".

DATE: 01-12-2007

CALIFORNIA RECONVEYANCE COMPANY, as Trustee
(714) 259-7850 of www.foasap.com
(714) 573-1985 of www.priorityposting.com

Deborah Bright, Vice President

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Exhibit

DECLARATION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 2923.54

Pursuant to California Civil Code Section 2923.54, the undersigned loan servicer declares as follows:

1. It has obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.54 that is current and valid on the date the notice of sale is filed; and
2. The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does not apply pursuant to Section 2923.52 or Section 2923.55.

JPMorgan Chase Bank,
National Association

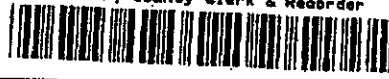
Name: Ann Thorn
Title: First Vice President

EXHIBIT 13

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RECORDING REQUESTED BY 485
CALIFORNIA RECONVEYANCE COMPANY

DOC # 2009-0534444
10/15/2009 08:00A Fee: 15.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry U. Ward
Recorder, County Clerk & Recorder



AND WHEN RECORDED MAIL TO
CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311

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					T:		CTY	UNI	

Trustee Sale No. 239180CA Loan No. 0697521664 Title Order No. 230027

IMPORTANT NOTICE

NOTE: After having been recorded, this Assignment should be kept with the Note and the Deed of Trust hereby assigned.

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ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Trust 2006-3 all beneficial interest under that certain Deed of Trust dated 02/09/2006, executed by JUNE REYNO AND FREDDIE REYNO, WIFE AND HUSBAND, AS JOINT TENANTS, as Trustee, to LONG BEACH MORTGAGE COMPANY as Trustee and Recorded 02/28/2006, Book , Page , Instrument 2006-0145487, and as modified by the Modification of Deed of Trust recorded on 04/11/2007, Book , Page , Instrument 2007-0245521 of official records in the Office of the County Recorder of RIVERSIDE County, California. APN: 681-281-017-2 Situs: 2196 MARGUERITE ST. , PALM SPRINGS, CA 92264

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.

DATE: October 13, 2009

JPMorgan Chase Bank, National Association, successor in interest to WASHINGTON MUTUAL BANK, SUCCESSOR IN INTEREST TO LONG BEACH MORTGAGE COMPANY

Deborah Brignac, Vice President

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PROOF OF SERVICE

I declare that I am employed in the County of Fresno, California. I am over the age of 18 years and not a party to this action. My business address is 2014 Tulare Street, Suite 400, Fresno, California 93721.

On **August 5, 2011**, I served the following on each interested party in said cause as indicated below:

SECOND AMENDED COMPLAINT

- (By Personal Service)** By placing true copies thereof enclosed in sealed envelope(s) addressed as set forth below. I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s) below.
- (By Facsimile)** I caused a copy of said Pleading(s) to be sent via facsimile transmission to the interested parties listed below:
- (By Overnight Mail – Federal Express)** I caused a copy of said Pleading(s) to be sent via overnight mail to the interested parties listed below:
- (By Regular Mail)** I caused a copy of said Pleading(s) to be placed in a United States mail depository, at Fresno, California, in a sealed envelope, with postage fully prepared to the below addressee(s):

Nanette B. Barragan, Esq.
AlvaradoSmith
633 W. Fifth Street, Suite 1100
Los Angeles, CA 90071

- STATE:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction service was made.

Executed on **August 5, 2011** at Fresno, California.


Donna Martinez