

1 EDUARDO VALLEJO
2 508 NORTH CALIFORNIA STREET
3 BURBANK, CA 91505
4 TEL: 1 (818) 415-5633
5 EMAIL: eevallejo@yahoo.com
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 Eduardo Enrique Vallejo,

12 Plaintiff,

13 v.

14 U.S. Bank Trust National Association, Trustee,

15 et al.,

16 Defendants.
17
18
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20

) Case Number: [REDACTED]
) *Assigned to Hon. Colin P. Leis*

) REQUEST FOR JUDICIAL NOTICE (RJN) OF PROOF OF SERVICE AND LEAVE TO ENJOIN CLEAR RECON CORP (CRC)

) HEARING: 02/02/2023
) TIME: 08:30 AM DEPARTMENT: 74
) PLACE: 111 NORTH HILL ST
) LOS ANGELES, CA 90012
)

21 **TO THE HONORABLE COLIN P. LEIS, THE CLERK OF THE COURT, ALL**
22 **OTHER PARTIES, AND THEIR ATTORNEYS OF RECORD:**
23

24 **PLEASE TAKE NOTICE** that Plaintiff requests that the Court take Judicial Notice of the
25 following:
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1 1.) Plaintiff confirms that he has electronically and physically mailed a copy of the Order of
2 Reassignment to all the Parties.

3
4 2.) Plaintiff has also sent Select Portfolio Servicing (SPS) a copy by registered mail
5 with tracking number: 9510 8144 6181 3005 9293 45 on 01/05/2022 at 01:22 PM, and is waiting
6
7 for confirmation which will be filed with the Court

8 3.) Plaintiff would also like the Court to take Judicial Notice of the attached Document, and
9
10 based on same, to grant leave to enjoin Clear Recon Corp. (CRC).

11 4.) Clear Recon Corp (CRC) is alleging to be the substituted trustee for the deed of trust (
12 DOT) on Plaintiff's home, and has initiated foreclosure proceedings by recently filing a Notice of
13 Default (NOD) on the title of Plaintiff's home, and which Plaintiff feels it, (along with an
14 unendorsed note), must be cancelled pursuant to California Code, Civil Code - CIV § 3412 (A
15 written instrument, in respect to which there is a reasonable apprehension that if left outstanding it
16 may cause serious injury to a person against whom it is void or voidable, may, upon his application,
17 be so adjudged, and ordered to be delivered up or canceled.).
18

19 5.) Plaintiff challenges and opposes the standing of Clear Recon Corp (CRC) as a Trustee,
20 but has not yet named it as a Party in the current lawsuit.
21

22
23 Therefore, with nothing further to add, Plaintiff respectfully requests the Clerk of the Court to
24 file this Request for Judicial Notice (RJN), as the law favors.

25
26 I declare under penalty of perjury under the laws of the State of California and the United
27 States of America that the above is true and correct.
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Respectfully submitted, this 7th day of January of 2023.

Dated: January 7th, 2023

/s/ Eduardo Vallejo

EDUARDO VALLEJO
508 NORTH CALIFORNIA STREET
BURBANK, CA 91505
TEL: [REDACTED]
EMAIL: [REDACTED]

CERTIFICATE OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and a party to the within action.

REQUEST FOR JUDICIAL NOTICE (RJN) OF PROOF OF SERVICE AND LEAVE TO ENJOIN CLEAR RECON CORP (CRC)

by transmitting via email and facsimile on this date the document(s) listed above to the facsimile numbers set forth below. The transmission was completed before the close of business and was reported complete and without error.

by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date on postage meter date is more than one day after the date of deposit in this Declaration.

BY CM/ECF ELECTRONIC DELIVERY: Using One Legal File and Serve and Via E-Mail I caused the document(s) to be e-served through the One Legal File and Serve, to the recipient(s) listed above, in accordance with the registered case participants and in accordance with the procedures set forth at the State and Federal District Courts, Ninth Circuit, and Court of Appeals of California website <https://ecf.cacd.uscourts.gov>.

by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below. A copy of the consignment slip is attached to this proof of service. (See Attached Service List)

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Respectfully submitted, this 7th day January of 2023.

Dated: January 7, 2023

/s/ Eduardo Vallejo

EDUARDO VALLEJO

██
██
TEL: ██
EMAIL: ██

MAILING LIST

1
2 CSMC 2019-RPL 10 TRUST - Defendant
3 DLJ MORTGAGE CAPITAL INC - Defendant
4 DOCKERY KATHY A - Defendant
5 FEDERAL NATIONAL MORTGAGE ASSOCIATION - Defendant
6 FRANICH KERRY - Attorney for Defendant
7 RESNIK HAYES MORAD - Defendant
8 RESNIK HAYES MORADI LLP - Defendant
9 RESNIK MATTHEW - Defendant
10 ROBINSON CATHY KNECHT - Attorney for Defendant
11
12 CORA ALLEN
13 SELECT PORTFOLIO SERVICING, INC. (SPS)
14 3217 S. Decker Lake Drive
15 Salt Lake City, UT 84119
16
17 U.S. BANK TRUST NATIONAL ASSOCIATION
18 TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST – Defendant
19
20 EDWAR JAMIR
21 Clear Recon Corp (CRC)
22 4375 Jutland Drive
23 San Diego, California 92117
24 8880 Rio San Diego Drive, Suite 725
25 San Diego, CA 92108
26 Tel: 1 (866) 931-0036
27
28 WILMINGTON SAVINGS FUND SOCIETY, FSB,
NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY
OWNER TRUSTEE OF CSMC 2019-RPL10 TRUST
C/O Clear Recon Corp (CRC) - Defendant
8880 Rio San Diego Drive, Suite 725
San Diego, CA 92108
Tel: 1 (866) 931-0036

1 Aldridge | Pite, LLP
8880 Rio San Diego Drive
2 Suite 725
3 San Diego, CA 92108
Main: (858) 750-7600
4 clientnotificationsgroup@aldridgepite.com

5 Cathy K. Robinson, Esq., SBN 226275
6 4665 MacArthur Court, Suite 200
Newport Beach, CA 92660
7 Tel: (949) 477-5050;
8 Fax: (949) 608-9142
crobinson@wrightlegal.net

9 [Attorneys for Defendant,
10 SELECT PORTFOLIO SERVICING, INC.]

11 All other Defendants Listed.

12
13 Jesse J. Thaler, Esq.
THALER LAW
14 17011 Beach Blvd. Fl. 9
Huntington Beach, CA 92647
15 Tel: 714-869-2900
16 Email: jessejthaler@gmail.com

17 [Former Attorneys for Plaintiff EDUARDO VALLEJO]
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1 **THALER LAW**
Jesse J. Thaler SBN 278463
17011 Beach Blvd. Fl. 9
2 Huntington Beach, CA 92647
Telephone: (714)869-2900
3 Email: jesse@thalerlaw.pro

4 Attorney for Plaintiff
5 EDUARDO VALLEJO

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
10

11 EDUARDO VALLEJO,

12 Plaintiff,

13 v.

14 MATTHEW RESNIK, ET AL.,

15 Defendants.

CASE NO.: 20STCV45290

**OMNIBUS OPPOSITION TO
DEMURRERS TO FIRST AMENDED
VERIFIED COMPLAINT**

16
17 **FACTUAL BACKGROUND**
18

19 A. The Chain of Title.

20
21 On November 22, 2004, a deed of trust secured by the real property commonly known as 508
22 N California St, Burbank, CA 91505 (“subject property”) was recorded in the Los Angeles
23 Recorders Office. The lender/beneficiary under the deed of trust was GMAC Mortgage Corporation
24 DBA Ditech.com (nominated MERS as its beneficiary). *See Declaration of Vallejo at 3.*

25 On June 11, 2010, an assignment of deed of trust for the subject property was recorded in the
26 Los Angeles Recorders Office. This assignment of deed of trust transferred the lender/beneficiary
27 under the deed of trust to GMAC, LLC. *See Declaration of Vallejo at 4.*
28

1 On May 21, 2013, an assignment of deed of trust for the subject property was recorded in the
2 Los Angeles Recorders Office. This assignment of deed of trust transferred the lender/beneficiary
3 under the deed of trust to Green Tree Servicing, LLC. *See Declaration of Vallejo at 5.*

4
5 On or about June 20, 2016, an assignment of deed of trust for the subject property was
6 recorded in the Los Angeles Recorders Office. This assignment of deed of trust transferred the
7 lender/beneficiary under the deed of trust from Ditech Financial LLC FKA Green Tree Servicing
8 LLC to Federal National Mortgage Association. *See Declaration of Vallejo at 6.*

9 The chain of title was broken sometime after June 20, 2016 but before February 10, 2017. On
10 or about February 10, 2017, an assignment of deed of trust for the subject property was recorded in
11 the Los Angeles Recorders Office. This assignment of deed of trust transferred the
12 lender/beneficiary under the deed of trust from Ditech Financial LLC FKA Green Tree Servicing
13 LLC to U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust. *See Declaration of*
14 *Vallejo at 7.* This occurred despite the June 20, 2016 assignment of deed of trust for the subject
15 property which already transferred the lender/beneficiary under the deed of trust from Ditech
16 Financial LLC FKA Green Tree Servicing LLC to Federal National Mortgage Association.

17 On or about May 22, 2020, an assignment of deed of trust for the subject property was
18 recorded in the Los Angeles Recorders Office. This assignment of deed of trust transferred the
19 lender/beneficiary under the deed of trust from U.S. Bank Trust, N.A. as Trustee for LSF9 Master
20 Participation Trust to DLJ Mortgage Capital, Inc. *See Declaration of Vallejo at 8.*

21 On or about September 15, 2020, an assignment of deed of trust for the subject property was
22 recorded in the Los Angeles Recorders Office. This assignment of deed of trust transferred the
23 lender/beneficiary under the deed of trust from DLJ Mortgage Capital, Inc. to CSMC 2019-RPL
24 Trust. *See Declaration of Vallejo at 9.*

25
26 In addition, Vallejo has hired a private investigator to ascertain who the current
27 lender/beneficiary is. Surprisingly, the private investigator has concluded contrary to the
28 aforementioned chain of assignments. *See Declaration of Vallejo at 10.*

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B. Loan History.

On November 22, 2004, a deed of trust secured by the real property commonly known as 508 N California St, Burbank, CA 91505 (“subject property”) was recorded in the Los Angeles Records Office. *See Declaration of Vallejo at 3.* Plaintiff Vallejo (“Vallejo”) and his family own the subject property and the Property is the family home of Vallejo and his family. *See Declaration of Vallejo at 3.*

Vallejo made all payments required under the deed of trust from December 2004 through December 2016. *See Declaration of Vallejo at 11.* In or around December 2016—which is coincidentally also within the same timeframe of the abovementioned break in the chain of title-- Vallejo noticed that his mortgage statements did not accurately reflect the balance due on the loan secured by the deed of trust. *See Declaration of Vallejo at 12.*

Vallejo immediately contacted his loan servicer at the time, who could not provide him any rational answer or response. *See Declaration of Vallejo at 13.* Feeling he had no other option, Vallejo informed his loan servicer that he would not make any future payments until there was an explanation and accounting concerning his loan. *See Declaration of Vallejo at 14.* Instead of providing was an explanation and accounting concerning his loan, a Notice of Default was recorded on February 24, 2016 by Ditech Financial LLC FKA Green Tree Servicing LLC. *See Declaration of Vallejo at 15.*

Vallejo did not receive an accounting concerning his loan until sometime in 2019. *See Declaration of Vallejo at 16.* Based on the accounting provided in 2019, it appears there was a misapplication of loan payments sometime in between 2010 and 2016 resulting in a discrepancy in the principal balance in the approximate amount of \$50,000. *See Declaration of Vallejo at 17.*

LEGAL STANDARD

Leave to amend should be granted liberally if there is any reasonable possibility that the complaint can be amended to state a viable cause of action. *Mendoza v. JPMorgan Chase Bank, N.A.* (2016) 6 Cal.App.5th 802, 809.

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A. Declaratory Relief.

California Code of Civil Procedure Section 1060 provides "Any person interested under a written instrument, excluding a will or a trust, or under a contract, or who desires a declaration of his or her rights or duties with respect to another, or in respect to, in, over or upon property...may, in cases of actual controversy relating to the legal rights and duties of the respective parties, bring an original action or cross-complaint in the superior court for a declaration of his or her rights and duties in the premises, including a determination of any question of construction or validity arising under the instrument or contract. He or she may ask for a declaration of rights or duties, either alone or with other relief; and the court may make a binding declaration of these rights or duties, whether or not further relief is or could be claimed at the time. The declaration may be either affirmative or negative in form and effect, and the declaration shall have the force of a final judgment. The declaration may be had before there has been any breach of the obligation in respect to which said declaration is sought."

In the case at bar, there are controversies relating to the legal rights and duties of the respective parties with regard to 1) the identity of current lender/beneficiary given the break in the chain of title; 2) the validity of the deed of trust given the break in the chain of title; 3) the validity of the notice of default given the misapplication of loan payments sometime in between 2010 and 2016 resulting in a discrepancy in the principal balance in the approximate amount of \$50,000. As such, there is a reasonable possibility that the complaint can be amended to state a viable cause of action for declaratory relief.

B. Breach of Contract.

"To prevail on a cause of action for breach of contract, the plaintiff must prove (1) the contract, (2) the plaintiff's performance of the contract or excuse for nonperformance, (3) the defendant's breach, and (4) the resulting damage to the plaintiff." (Richman v. Hartley (2014) 224 Cal.App.4th 1182, 1186 [169Cal.Rptr.3d 475].

In the case at bar, there is a contract between Plaintiff and whomever the respective

1 lender/beneficiary is at the time—the November 22, 2004 deed of trust secured by the real property
2 commonly known as 508 N California St, Burbank, CA 91505. That contract provides: “Application
3 of Payments or Proceeds: Except as otherwise described in Section 2, all payments accepted and
4 applied by Lender shall be applied in the following order of priority (a) interest due under the Note,
5 (b) principal due under the note, (c) amounts due under Section 3. Such payments shall be applied to
6 each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied
7 first to late charges, second to any other amounts due under this Security Instrument, and then to
8 reduce the principal balance of the Note.” *See Deed of Trust, Uniform Covenants, Paragraph 2.* As
9 such, a misapplication of loan payments—like the one that apparently occurred sometime in between
10 2010 and 2016 resulting in a discrepancy in the principal balance in the approximate amount of
11 \$50,000—would constitute a breach of contract. As such, there is a reasonable possibility that the
12 complaint can be amended to state a viable cause of action for breach of contract.

13 C. Res Judicata does not Bar this Action.

14 The ORDER GRANTING MOTION TO DECLARE PLAINTIFF A VEXATIOUS
15 LITIGANT indicates “Vallejo is required to obtain leave of this Court before filing any pleading in
16 bankruptcy case no. 19-bk-21271-SK, adversary case no. 20-ap-01648-SK, or any future bankruptcy
17 case or adversary proceeding that Vallejo files that is assigned to this Court in which he addresses,
18 raises, or challenges: a. The LSF9 Trust’s/Caliber’s standing at the time of the Motion for Relief
19 from the Automatic Stay Under 11 U.S.C. § 362 filed in In re: Eduardo Enrique Vallejo, 16- bk-
20 16833-SK on December 12, 2017 at Dkt. 49 (“RFS Motion”) or b. argues that his payments were
21 misapplied before the LSF9 Trust/Caliber filed the RFS Motion.. In support of any pleading in
22 which Vallejo addresses or raises the LSF9 Trust’s/Caliber’s standing at the time the RFS Motion
23 was filed or argues that his payments were misapplied before the LSF9 Trust/Caliber filed the RFS
24 Motion, Vallejo will be required to submit an affidavit, verifying under penalty of perjury, that the
25 matters alleged in his proposed pleading are not frivolous and have not been previously raised. This
26 pre-filing review order also applies to any attorney who may represent or appear on behalf of Vallejo
27 in bankruptcy case no. 19-bk-21271-SK, adversary case no. 20- ap-01648-SK, or any future case that
28 Vallejo files that is assigned to this Court.” *See Declaration of Jesse J. Thaler at 3.*

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Counsel’s review of the bankruptcy case no. 19-bk-21271-SK and adversary case no. 20- ap-01648-SK does not indicate that Vallejo has ever raised the issues of declaratory relief and/or breach of contract causes of action/claims. *See Declaration of Jesse J. Thaler at 4.* In addition, Counsel is of the opinion that bankruptcy case no. 19-bk-21271-SK and adversary case no. 20- ap-01648-SK would necessarily not be the proper forum for raising declaratory relief and/or breach of contract causes of action/claims. *See Declaration of Jesse J. Thaler at 5.* Lastly, Counsel is of the opinion that while issues may have been raised in filings within bankruptcy case no. 19-bk-21271-SK and adversary case no. 20- ap-01648-SK, those issues were not determined on the merits as Vallejo was filing procedurally improper documents resulting in the arguments not being considered or being dismissed procedurally—as opposed to being adjudicated on the merits. *See Declaration of Jesse J. Thaler at 6.* As such, Res Judicata does not bar this Action.

CONCLUSION

Based on the foregoing facts, arguments, and points of law, the Court is urged to sustain the demurrer with leave to amend.

Dated: April 5, 2022



By: _____

Jesse J. Thaler, Attorney for Plaintiff

DECLARATION OF EDUARDO VALLEJO

I, EDUARDO VALLEJO, declare as follows:

1. I am the Plaintiff in this matter.

2. I have personal knowledge of the following facts and, if called as a witness, I could and would testify competently thereto.

3. On November 22, 2004, a deed of trust secured by the real property commonly known as 508 N California St, Burbank, CA 91505 (“subject property”) was recorded in the Los Angeles Records Office. The lender/beneficiary under the deed of trust was GMAC Mortgage Corporation DBA Ditech.com (nominated MERS as its beneficiary). A true and correct copy is attached hereto as Exhibit 1. My family and I own the subject property and the Property is our family home.

4. On June 11, 2010, an assignment of deed of trust for the subject property was recorded in the Los Angeles Records Office. This assignment of deed of trust transferred the lender/beneficiary under the deed of trust to GMAC, LLC. A true and correct copy is attached hereto as Exhibit 2.

5. On May 21, 2013, an assignment of deed of trust for the subject property was recorded in the Los Angeles Records Office. This assignment of deed of trust transferred the lender/beneficiary under the deed of trust to Green Tree Servicing, LLC. A true and correct copy is attached hereto as Exhibit 3.

6. On or about June 20, 2016, an assignment of deed of trust for the subject property was recorded in the Los Angeles Records Office. This assignment of deed of trust transferred the lender/beneficiary under the deed of trust from Ditech Financial LLC FKA Green Tree Servicing LLC to Federal National Mortgage Association. A true and correct copy is attached hereto as Exhibit

4.

7. On or about February 10, 2017, an assignment of deed of trust for the subject property was recorded in the Los Angeles Records Office. This assignment of deed of trust transferred the lender/beneficiary under the deed of trust from Ditech Financial LLC FKA Green Tree Servicing LLC to U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust. A true and correct copy is attached hereto as Exhibit 5.

8. On or about May 22, 2020, an assignment of deed of trust for the subject property was recorded in the Los Angeles Records Office. This assignment of deed of trust transferred the lender/beneficiary under the deed of trust from U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust to DLJ Mortgage Capital, Inc. A true and correct copy is attached hereto as Exhibit 6.

1 9. On or about September 15, 2020, an assignment of deed of trust for the subject property was
2 recorded in the Los Angeles Recorders Office. This assignment of deed of trust transferred the
3 lender/beneficiary under the deed of trust from DLJ Mortgage Capital, Inc. to CSMC 2019-RPL
Trust. A true and correct copy is attached hereto as Exhibit 7.

4 10. In addition, Vallejo has hired a private investigator to ascertain who the current
5 lender/beneficiary is. Surprisingly, the private investigator has concluded contrary to the
6 aforementioned chain of assignments. A true and correct copy is attached hereto as Exhibit 8.

7 11. I made all payments required under the deed of trust from December 2004 through December
8 2016.

9 12. In or around December 2016—which is coincidentally also within the same timeframe of the
10 abovementioned break in the chain of title--I noticed that his mortgage statements did not accurately
reflect the balance due on the loan secured by the deed of trust.

11 13. I immediately contacted my loan servicer at the time, who could not provide me any rational
12 answer or response.

13 14. Feeling that I had no other option, I informed his loan servicer that I would not make any
14 future payments until there was an explanation and accounting concerning my loan.

15 15. Instead of providing an explanation and accounting concerning my loan, a Notice of Default
was recorded on February 24, 2016 by Ditech Financial LLC FKA Green Tree Servicing LLC.

16 16. I did not receive an accounting concerning my loan until sometime in 2019. A true and
17 correct copy of correspondence reflecting when I received the accounting is attached hereto as
18 Exhibit 9.

19 17. Based on the accounting provided in 2019, it appears there was a misapplication of loan
20 payments sometime in between 2010 and 2016 resulting in a discrepancy in the principal balance in
the approximate amount of \$50,000.

21 18. I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct.
23
24

25 Dated: April 5, 2022

26 By: _____

27 EDUARDO VALLEJO
28

DECLARATION OF JESSE J. THALER, ESO.

I, Jesse J. Thaler, declare as follows:

1. I am an attorney duly licensed to practice law before the Courts of the State of California. I am counsel of record for Vallejo in this matter.
2. I have personal knowledge of the following facts and, if called as a witness, I could and would testify competently thereto.
3. The ORDER GRANTING MOTION TO DECLARE PLAINTIFF A VEXATIOUS LITIGANT is attached hereto as Exhibit 10.
4. My review of the bankruptcy case no. 19-bk-21271-SK and adversary case no. 20- ap-01648-SK does not indicate that Vallejo has ever raised the issues of declaratory relief and/or breach of contract causes of action/claims.
5. In addition, I am of the opinion that bankruptcy case no. 19-bk-21271-SK and adversary case no. 20- ap-01648-SK would necessarily not be the proper forum for raising declaratory relief and/or breach of contract causes of action/claims.
6. Lastly, I am of the opinion that while issues may have been raised in filings within bankruptcy case no. 19-bk-21271-SK and adversary case no. 20- ap-01648-SK, those issues were not determined on the merits as Vallejo was filing procedurally improper documents resulting in the arguments not being considered or being dismissed procedurally—as opposed to being adjudicated on the merits.
7. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: April 5, 2022



By: _____

Jesse J. Thaler, Attorney for Plaintiff

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EXHIBIT 1

This page is part of your document - DO NOT DISCARD

04 3020633

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
11/22/04 AT 08:00am

TITLE(S) :



FEE

FEE \$ 52-VV
DAF \$ 2-
C-20

DTT

16

CODE
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CODE
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CODE
9

NOTIFICATION SENT-\$4 ©

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink

Number of AIN's Shown

11/22/04

Recording Requested By
Commonwealth Land Title

Recording Requested By
GMAC Mortgage Corporation
DBA ditech com
Return To
GMAC Mortgage Corporation
DBA ditech com
3200 Park Center Dr Suite
150, Costa Mesa, CA 92626

04 3020683

2

Prepared By
Jinny Lee



[Space Above This Line For Recording Data]

DEED OF TRUST



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 11/10/2004 together with all Riders to this document

(B) "Borrower" is Eduardo E Vallejo and Maria Luisa Vallejo, ~~Husband and Wife~~, Husband and Wife as Joint Tenants, ~~As to their undivided 1/2 interest~~ and Eduardo Vallejo and Cielo G Vallejo, Husband and wife, as Joint Tenants, ~~As to their undivided 1/2 interest~~ *S*

Borrower's address is 508 North California Street, Burbank, CA 91505
Borrower is the trustor under this Security Instrument

(C) "Lender" is
GMAC Mortgage Corporation DBA ditech com
Lender is a Residential Mortgage Lender
organized and existing under the laws of Commonwealth of Pennsylvania



CALIFORNIA Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3005 1/01

VMP -6A(CA) (0207)

Page 1 of 15

Initials

EE MLV CV EV



11/22/04

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Lender's address is
3200 Park Center Dr Suite 150, Costa Mesa, CA 92626

(D) "Trustee" is
Executive Trustee Services, Inc

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

(F) "Note" means the promissory note signed by Borrower and dated 11/10/2004

The Note states that Borrower owes Lender
Three Hundred Fifteen Thousand Dollars
(U S \$315,000 00) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2034

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

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

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

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

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

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

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

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

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

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

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



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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

The Assessor's Parcel Number (Property Tax ID#) for the Real Property is 2483-003-030 See Attached Exhibit "A"

Parcel ID Number 2483-003-030
508 North California Street
Burbank
("Property Address")

which currently has the address of
[Street]
[City], California 91505 [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully 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



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of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

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

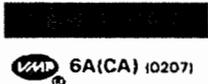
Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15 Lender may return any payment or partial payment if the payment or partial payments are insufficient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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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



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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.



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



17.V H.S. G.C. [Signature]

04 3020633

11/22/04

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

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

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

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

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

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

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

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



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Initials 11.V M.S. G.V. B.W.
Form 3005 1/01

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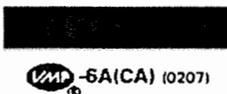
requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan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

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

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

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

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



Initials 11V HJO EV. EV.
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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

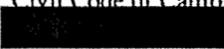
If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold Trustee shall cause this notice to be recorded in each county in which any part of the Property is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

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

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

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

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



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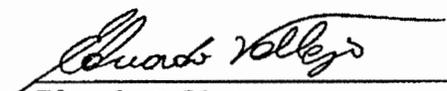
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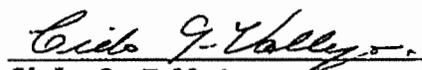
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it

Witnesses

717. VA
Eduardo E Vallejo (Seal)
-Borrower


Maria Luisa Vallejo (Seal)
-Borrower


Eduardo Vallejo (Seal)
-Borrower


Cielo G. Vallejo (Seal)
-Borrower

(Seal) (Seal)
-Borrower -Borrower



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State of California
County of

Los Angeles

On November 16, 2004 before me,

Michael L. McGregor^{SS}

personally appeared

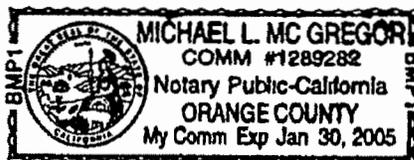
Eduardo E. Vallejo, Maria Luisa Vallejo,

Eduardo Vallejo, Cielo G. Vallejo

(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

Michael L. McGregor (Seal)



6A(CA) (0207)

Initials EEV MLV CV-CV
Form 3005 1/01

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11/22/04

17



EXHIBIT A

ALL THAT PARCEL OF LAND IN CITY OF BURBANK, LOS ANGELES COUNTY, STATE OF CALIFORNIA, AS MORE FULLY DESCRIBED IN DEED DOC # 2440533, ID# 2483-003-030, BEING KNOWN AND DESIGNATED AS LOT 23, BLOCK A, TRACT 6894, FILED IN PLAT BOOK 77, PAGE 58

BY FEE SIMPLE DEED FROM EDUARDO E VALLEJO AS SET FORTH IN DOC # 2440533 DATED 07/02/2004 AND RECORDED 09/22/2004, LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA

04 3020633

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EXHIBIT 2

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Pages:
0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

06/11/10 AT 08:00AM

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TAXES:	0.00
OTHER:	0.00
PAID:	18.00



LEADSHEET



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DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

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RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

GMAC Mortgage, LLC
1100 Virginia Drive
Ft Washington, PA 19034

4468232
File No. 7314.33372

Min No. 10003750 86066

IMPORTANT NOTICE

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

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to GMAC Mortgage, LLC all beneficial interest under that certain Deed of Trust dated November 10, 2004, executed by EDUARDO E VALLEJO and MARIA LUISA VALLEJO, Husband and Wife as Joint Tenants and EDUARDO VALLEJO and CIELO G VALLEJO, Husband and wife, as Joint Tenants to Executive Trustee Services, Inc. as Trustee; and recorded November 22, 2004, as Instrument No. 04 3020633, of Official Records in the County Recorder of Los Angeles County, CA.

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

Dated: 06-01-10 MT

Mortgage Electronic Registration Systems, Inc.
("MERS") as nominee for GMAC Mortgage
Corporation DBA dittech.com

Sandy Broughton
Assistant Secretary

State of Pennsylvania
County of Montgomery

On 6/1/10 before me, Zahirah Y Sweet Notary Public, personally appeared Sandy Broughton, 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 and 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 PA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



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EXHIBIT 3

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Recorder's Office, Los Angeles County,
California

05/21/13 AT 11:05AM

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THIS FORM IS NOT TO BE DUPLICATED

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Exhibit 3, Page 1 of 2

[RECORDING REQUESTED BY]
NATIONWIDE TITLE CLEARING
[AND WHEN RECORDED MAIL TO]
Green Tree Servicing LLC
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

GreenTree # [REDACTED] 6966
GMAC # [REDACTED] 8606
FNMA # [REDACTED] 8538
Effective Date 02/01/2013

CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, GMAC MORTGAGE, LLC, WHOSE ADDRESS IS 1100 VIRGINIA DR, FORT WASHINGTON, PA, 19034-3200, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Deed of Trust, without recourse, representation or warranty, together with all rights, title and interest secured thereby, all liens, and any rights due or to become due thereon to GREEN TREE SERVICING LLC, WHOSE ADDRESS IS 7360 SOUTH KYRINE RD, T314, TEMPE, AZ 85283 (800)643-0202, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by EDUARDO E. VALLEJO AND MARIA LUISA VALLEJO AND EDUARDO VALLEJO AND CIELO G. VALLEJO and recorded on 11/22/2004 as Instrument # 04 3020633, in Book , Page in the office of the LOS ANGELES County Recorder, CA.

IN WITNESS WHEREOF, this Assignment is executed this 16th day of May in the year 2013
GMAC MORTGAGE, LLC, by GREEN TREE SERVICING LLC, its Attorney-in-Fact

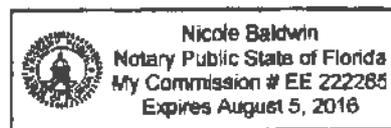
JESSICA SHEETZ
VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 16th day of May in the year 2013, by Jessica Sheetz as VICE PRESIDENT for GREEN TREE SERVICING LLC as Attorney-in-Fact for GMAC MORTGAGE, LLC, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

NICOLE BALDWIN - NOTARY PUBLIC
COMM EXPIRES: 08/05/2016



Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
GTGMA 19865669 FNMA GMAC 2013 T161305 1410 EFRMCA1



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EXHIBIT 4

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Ditech Financial LLC
7360 S. KYRENE ROAD
MAIL STOP T111
TEMPE, AZ 85283

APN: 2483-003-030

TS No: CA05001562-15-1

TO No: 150286215-CA-VOI

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to **Federal National Mortgage Association** all beneficial interest under that certain Deed of Trust dated as of November 10, 2004, executed by EDUARDO E. VALLEJO AND MARIA LUISA VALLEJO, HUSBAND AND WIFE AS JOINT TENANTS AND EDUARDO VALLEJO AND CIELO G. VALLEJO, HUSBAND AND WIFE, AS JOINT TENANTS as Trustor(s), to EXECUTIVE TRUSTEE SERVICES, INC. as Trustee and recorded on November 22, 2004 as Instrument No. 04-3020633 of official records in the Office of the Recorder of Los Angeles County, California.

All rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property more commonly known as **508 NORTH CALIFORNIA ST, BURBANK, CA 91505-** and more fully described in said Deed of Trust.

Dated: June 20, 2016

Ditech Financial LLC FKA Green Tree Servicing LLC

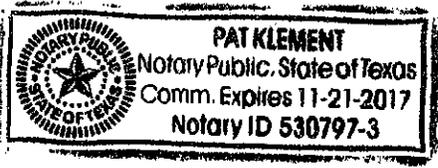


By: **Tiffany Chambers**

Assistant Vice President

State of Texas
County of Dallas

Before me, Pat Klement, on this day personally appeared Tiffany Chambers, known to me (or proved to me on the oath of PERSONALLY KNOWN or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 20 day of June, 2016.




Notary Public's Signature PAT KLEMENT

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EXHIBIT 5

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Pages:
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Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

02/10/17 AT 08:40AM

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OTHER:	0.00
PAID:	18.00



LEADSHEET



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DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

Document Number:13333145



Batch Number:8130066



Recording Prepared and Requested by: M. E. Wileman

PLEASE FORWARD RECORDED DOCUMENT TO:
U.S. BANK TRUST, N.A., AS TRUSTEE FOR
LSF9 MASTER PARTICIPATION TRUST
c/o M. E. Wileman
2860 Exchange Blvd. # 100
Southlake, TX 76092

Assignment of Deed of Trust

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, DITECH FINANCIAL LLC FKA GREEN TREE SERVICING LLC SOMETIMES KNOWN AS GREEN TREE SERVICES LLC 1100 Landmark Towers, 345 St. Peter Street, St. Paul, MN 55102 (Assignor) by these presents does assign and set over, without recourse, to U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST 13801 Wireless Way, Oklahoma City, OK 73134 (Assignee) the described deed of trust with all interest, all liens, any rights due or to become due thereon, executed by EDUARDO E VALLEJO AND MARIA LUISA VALLEJO, HUSBAND AND WIFE AS JOINT TENANTS, AND EDUARDO VALLEJO AND CIELO G VALLEJO, HUSBAND AND WIFE, AS JOINT TENANTS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBA DITECH COM ITS SUCCESSORS AND ASSIGNS. Trustee: EXECUTIVE TRUSTEE SERVICES, INC Said deed of trust Dated: 11/10/2004 is recorded in the State of CA, County of Los Angeles on 11/22/2004, Document 04 3020633 AMOUNT: \$ 315,000.00 Property Address: 508 NORTH CALIFORNIA STREET, BURBANK, CA 91505

IN WITNESS WHEREOF, the undersigned corporation/trust has caused this instrument to be executed as a sealed instrument by its proper officer. Executed on: January 31, 2017
DITECH FINANCIAL LLC FKA GREEN TREE SERVICING LLC SOMETIMES KNOWN AS GREEN TREE SERVICES LLC By Caliber Home Loans, Inc. Its Attorney in Fact

By: 

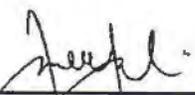
Connie M. Riggsby, Vice President


VALLEJO OFG8 *17004509*

State of Texas, County of Tarrant

Before me, Janell Junkin, Notary Public, personally appeared, Connie M. Riggsby, Vice President known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office on 01/31/2017.





Notary public, Janell Junkin
My commission expires: August 19, 2019

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EXHIBIT 6

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20200560588



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

05/22/20 AT 08:00AM

FEES:	23.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	<u>98.00</u>



LEADSHEET



202005220140005

00018286297



010779149

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

3261240

Recording Requested by Simplifile

Prepared By and Return To:
Maged Farag
Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

Space above for Recorder's use

Loan No: 3261240



11673349

ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST**, whose address is **13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134**, (ASSIGNOR), does hereby grant, assign and transfer to **DLJ MORTGAGE CAPITAL, INC.**, whose address is **11 MADISON AVENUE 4TH FLOOR, NEW YORK, NY 10010**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain deed of trust, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Deed of Trust: **11/10/2004**

Original Loan Amount: **\$315,000.00**

Executed by (Borrower(s)): **EDUARDO E. VALLEJO & MARIA LUISA VALLEJO & EDUARDO VALLEJO & CIELO G. VALLEJO**

Original Trustee: **EXECUTIVE TRUSTEE SERVICES, INC.**

Original Beneficiary: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBA DITECH.COM, ITS SUCCESSORS AND ASSIGNS**

Filed of Record: In Book N/A, Page N/A

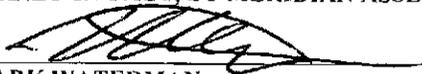
Document/Instrument No: **04 3020633** in the Recording District of **LOS ANGELES, CA**, Recorded on **11/22/2004**.

Property more commonly described as: **508 NORTH CALIFORNIA STREET, BURBANK, CALIFORNIA 91505**

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: **4/24/2020**

U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST, BY CALIBER HOME LOANS, INC., ITS ATTORNEY-IN-FACT, BY MERIDIAN ASSET SERVICES, LLC, ITS ATTORNEY-IN-FACT


By: **MARK WATERMAN**
Title: **VICE PRESIDENT**

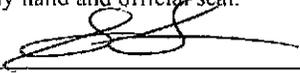

Witness Name: **BRIANNA DAVIAU**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

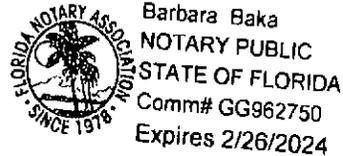
State of **FLORIDA**
County of **PINELLAS**

On 4/24/2020, before me, **BARBARA BAKA**, a Notary Public, personally appeared **MARK WATERMAN, VICE PRESIDENT of/for MERIDIAN ASSET SERVICES, LLC, AS ATTORNEY-IN-FACT FOR CALIBER HOME LOANS, INC., AS ATTORNEY-IN-FACT FOR U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST**, personally known to me 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 **FLORIDA** that the foregoing paragraph is true and correct. I further certify the foregoing instrument was acknowledged before me by means of physical presence or online notarization and that **MARK WATERMAN**, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.



(Notary Name): **BARBARA BAKA**
My commission expires: **2/26/2024**



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EXHIBIT 7

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20201106681



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/15/20 AT 08:00AM

FEES:	23.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	98.00



LEADSHEET



202009150980006

00018904142



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SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

Recording Requested By:
Richmond Monroe Group

When Recorded Mail To:
Jeff Prose
Richmond Monroe Group
82 Jim Linegar Ln
Branson West, MO, 65737
(417) 447-2931



CORPORATE ASSIGNMENT OF DEED OF TRUST

TS Ref #: 0009220000045364
CA/LOS ANGELES

Assignment Prepared on: August 27, 2020

For Value Received, **DLJ MORTGAGE CAPITAL, INC. BY SELECT PORTFOLIO SERVICING, INC. ITS ATTORNEY IN FACT**, whose address is C/O SELECT PORTFOLIO SERVICING, INC., 3217 S. DECKER LAKE DRIVE, SALT LAKE CITY, UT, 84119 (**herein "Assignor"**) hereby grant, sell, assign, transfer and convey to **CSMC 2019-RPL10 TRUST**, whose address is C/O SELECT PORTFOLIO SERVICING, INC., 3217 S. DECKER LAKE DRIVE, SALT LAKE CITY, UT, 84119 (**herein "Assignee"**) all interest under that certain Deed of Trust Dated: 11/10/2004, in the amount of \$315,000.00, executed by EDUARDO E. VALLEJO AND MARIA LUISA VALLEJO, HUSBAND AND WIFE AS JOINT TENANTS, AND EDUARDO VALLEJO AND CIELO G. VALLEJO, HUSBAND AND WIFE, AS JOINT TENANTS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBA DITECH.COM ITS SUCCESORS AND ASSIGNS and Recorded: 11/22/2004, Instrument #: 04 3020633 in LOS ANGELES County, State of California and all rights accrued or to accrue under said Deed of Trust.

Property Address: 508 NORTH CALIFORNIA STREET, BURBANK, CA, 91505

Page: 2 of 2 / TS Ref #: 0009220000045364

DLJ MORTGAGE CAPITAL, INC. BY SELECT PORTFOLIO SERVICING, INC. ITS ATTORNEY IN FACT

On: SEP 02 2020

By: *L. Medina*

Name: Lorena Medina
Document Control Officer

Title: _____

State of UTAH
County of SALT LAKE



On SEP 02 2020, before me, Vicky Padilla, a Notary Public in and for SALT LAKE in the State of UTAH, personally appeared Lorena Medina, ****Document Control Officer** DLJ MORTGAGE CAPITAL, INC. BY SELECT PORTFOLIO SERVICING, INC. ITS ATTORNEY IN FACT, 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, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

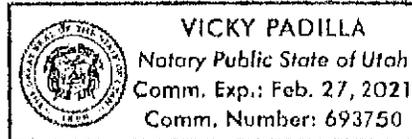
WITNESS my hand and official seal,

Vicky Padilla
Vicky Padilla

693750

Notary Expires: FEB 27 2021 / #: _____

CA/LOS ANGELES



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EXHIBIT 8

REPORT REQUESTED BY:

Eduardo E. Vallejo
508 North California Street
Burbank, CA 91505

AFFIDAVIT OF JOSEPH R. ESQUIVEL JR.

I, Joseph R. Esquivel Jr, declare as follows:

1. I am over the age of 18 years and qualified to make this Affidavit.
2. I am a licensed private investigator of in the State of Texas, License # A20449.
3. I make this Affidavit based on my own personal knowledge.
4. I make this Affidavit in support of Mortgage Compliance Investigations Chain of Title Analysis & Mortgage Fraud Investigation requested by Eduardo E. Vallejo regarding the Loan Instruments and the associated real property located at 508 North California Street, Burbank, CA 91505, as referenced in the Los Angeles County Record.
5. I have no direct or indirect interest in the outcome of the case at bar for which I am offering my observations.
6. I have personal knowledge and experience in the topic areas related to the securitization of mortgage loans, real property law, Uniform Commercial Code practices, predatory lending practices, assignment and assumption of securitized loans, creation of trusts under deeds of trust, pooling and servicing agreements, issuance of asset-backed securities and specifically mortgage-backed securities by special purpose vehicles in which an entity is named as trustee for holders of certificates of mortgage backed securities, the foreclosure process of securitized and non-securitized residential mortgages in both judicial and non-judicial states, and the various forms of foreclosure-related fraud.
7. I perform my research through the viewing of actual business records and Corporate/Trust Documents.
8. I perform my research through the viewing of actual business records and Corporate/Trust Documents that have been obtained by Housing Mortgage Consultants (William McCaffrey). I then analyze the information for the purpose of the investigation.
9. I have the training, knowledge and experience to perform these searches and understand the

1 meaning of these records and documents with very reliable accuracy.

2 10. I am available for court appearances, in person or via telephone for further clarification or
3 explanation of the information provided herein, or for cross examination if necessary.

4 11. Mr. McCaffrey of Housing Mortgage Consultants is also available for court appearances, in
5 person or via telephone, for further clarification or explanation of the information provided
6 herein, or for cross examination if necessary.

7 12. I have been hired by Eduardo E. Vallejo to investigate and review documents pertaining to the
8 property located at 508 North California Street, Burbank, CA 91505. These documents have been
9 obtained from the Los Angeles County office of the recorder, United States Bankruptcy Court
10 District of California, Caliber Home Loans, Ditech Financial LLC, Severson & Werson Those
11 documents are as follows:

Exhibit	Document Name	Date Recorded	Document Number
A	FNMA DEMURRER 04-01-2022	Not Recorded	20STCV45290
B	Note Filed into BK Case 12-12020 on 06-14-2015	Not Recorded	000655268606
C	Note Received 02-17-2017 from Caliber Home Loans	Not Recorded	000655268606
D	Note Received from Ditech on 10-12-2018	Not Recorded	000655268606
E	Note Filed into BK Case 2-19-bk-2127-sk on 07-27-2020	Not Recorded	Redacted
F	Recorded Deed of Trust 11-22-2004	November 22, 2004	04 3020633
G	Assignment of Deed of Trust	June 11, 2010	20100800096
H	MERS Procedures Manual Page 63 and MERS KIT Pages	Not Recorded	
I	Corporate Assignment of Deed of Trust	May 21, 2013	20130761041
J	Assignment of Deed of Trust	February 10, 2017	20170169915
K	Assignment of Deed of Trust	May 22, 2020	20200560588
L	Corporate Assignment of Deed of Trust	September 15, 2020	20201106681
M	Assignment of Deed of Trust to FNMA	NOT Recorded	
N	Substitution of Trustee	November 17, 2015	20151437180
O	Email from Severson & Werson confirming FNMA ownership of loan	Not Recorded	
P	Prospectus Supplement FNMA 2004-99	Not Recorded	

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23 13. On April 01, 2022, the Eduardo E. Vallejo Loan was identified in the Guaranteed REMIC
24 Pass-Through Certificates Fannie Mae REMIC Trust 2004-99 ("FNMA 2004-99 Trust") This
25 trust is a Special Purpose Vehicle (SPV) which was created for the purpose of issuing
26 mortgage-backed securities.

1 14. The returns that are paid on the mortgage-backed securities are derived from “slices”
2 (“tranches”) of the pool of comingled payments. “Pooling” (commingling) these trust assets to
3 back financial instruments purportedly serve as the foundation for the instruments (as
4 “securities”) being offered and sold to secondary-market investors, in the process known as
5 “securitization.”

6 15. The information contained herein was derived by research through professional services, and by
7 reviewing the Loan Level Data obtained from the Fannie Mae Pool Talk Online Portal on April
8 01, 2022, by independent third-party securitization and banking expert, William McCaffrey
9 (Housing Mortgage Consultants Inc.), who specializes in locating Residential Mortgage-Backed
10 Securities, (RMBS), and VA, FHA and GSE loans. Several identifying loan indicators were
11 researched, including the loan number for the Eduardo E. Vallejo Loan (located on the Notes,
12 attached hereto as Exhibit “A, B, C, D” and on the Deed of Trust, attached as Exhibit “F”).

13 16. Based on the research that I have conducted, the evidence shows, that the Eduardo E. Vallejo
14 Loan is currently in the Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust
15 2004-99 as shown by the information below, as of April 01, 2022.

16 17. The Loan Level Data information for the Eduardo E. Vallejo loan below was obtained from
17 the Fannie Mae Pool Talk Online Portal by an independent third party (Housing Mortgage
18 Consultants), William McCaffrey on April 01, 2022

19 18. Search Results – Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust
20 2004-99

21 **Closing date:** December 30, 2004

22 19. 1|1698654|N|655268606|RETAIL |GMAC MORTGAGE CORPORATION|GREEN TREE
23 SERVICING LLC | 5.000| 5.000| 5.8750| 000315000.00|
24 000315000.00|360|01/2005| 000|360|12/2034|090|090|01| |695|NO |PURCHASE|SF
25 |1|PRINCIPAL|CA|91505 |FRM| |NO | 1699.99 | P | |2004-099
26 | | |

27 20. The information below was taken from above, put into a vertical column and the
28 information was cross indexed with the Eduardo E. Vallejo Note and Deed of Trust as
to show the matching indicators information.

21. 1
22. |1698654
23. |N

24. |655268606 - Loan number - **Matches Note and Deed of Trust**
25. |RETAIL - Classification of Loan -(Retail, wholesale and corresponding)
26. |GMAC MORTGAGE CORPORATION - Seller of Loan to Federal National Mortgage Association (Fannie Mae)- **Matches Lender**
27. |GREEN TREE SERVICING LLC - Servicer of Loan - **Matches**
28. | 5.000 - the actual interest rate that the loan was purchased at
29. | 5.000 - Original Interest Rate - **Matches Note**
30. | 5.8750 - Triad Coupon Rate
31. | 000315000.00 - Original loan amount - **Matches Note and Deed of Trust**
32. | 000315000.00 - Premium Price sold to Federal National Mortgage Association
33. |360 - Length of Loan in months - **Matches Note**
34. |01/2005 - Date of First Payment for loan - **Matches Note**
35. | 000
36. |360 -
37. |12/2034 - Date of Maturity - **Matches Note**
38. |090 - LTV
39. |090 - LCTV
40. |01 - No Prepay
41. |
42. |695 - FICO Score at time of signing
43. |NO - Refinance
44. |PURCHASE - (Type of Loan) vs Refinance
45. |SF - Single Family Residence
46. |1 - 1 would be Primary or (2 would be 2nd home and 3 would be investor
47. |PRINCIPAL - Primary home no second home or investor
48. |CA - Property State Abbreviation - **Matches Note and Deed of Trust**
49. |91505 - Property Zip Code - **Matches Note and Deed of Trust**
50. |FRM - Fixed Rate Mortgage vs. Adjustable Rate Mortgage **This is a Fixed Rate Loan**
51. |
52. |NO
53. | 1699.99 - Monthly Payment - **Matches Note**
54. | P
55. | |2004-099 - Trust Series that Loan is located in
56. |
57. |
58. |

59. "Loan Level Data" refers to specific loan characteristics of the loan. Examples of different types of specific data types would be "Loan number," "Original Balance," "Maturity Date," "Property State," "Property Zip Code," "Property City," "Pool Number," and many more. Depending on the information that was available when the information was inputted and entered into the data platform, some loans would have more data available and others would have less.

60. Securitization is the process of "aggregating" (i.e., commingling) the payments from a large number of mortgage loans into what is called a "mortgage pool" and then selling "shares" (called "certificates") to investors, who then receive "returns" over a specific time period. The "pool"

1 of commingled mortgage payments is “sliced” into “tranches” from which many different
2 “classes” of investments (with varying rates of “returns”) are created, and subsequently offered
3 for sale by way of a “prospectus.” Based on this information, Eduardo E. Vallejo’s mortgage
4 payments ultimately flowed to and/or through the “pool” created by or on behalf of the
5 Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2004-99 Trust.
6 However, in my opinion, it is impossible to determine the exact amounts from any mortgage
7 payment paid out to any specific investor, as this was done *after* Eduardo E. Vallejo’s payments
8 were commingled with other monies.

9 61. The indicators pertaining to the Eduardo E. Vallejo loan show that the loan was securitized; and
10 that Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2004-99 paid
11 value for the Eduardo E. Vallejo debt which was the right to collect future payments for the
12 Eduardo E. Vallejo mortgage loan which purportedly translates to the right to collect future
13 payments for the Eduardo E. Vallejo loan.

14 62. These trust entities are REMIC’S in which the IRS describes a (Real Estate Mortgage Investment
15 Conduit) REMIC as an entity formed for the purpose of holding a fixed pool of mortgages secured
16 by interests in real property (IRS Publication 550, Investment Income and Expenses, 2015)

17 63. Without these transactions going thru the proper parties, valid transactions can not take place and
18 that would leave the trust without having properly secured assets for the certificate holders.

19 64. Failure of naming the trust on the indorsement is a failure of transferring the instrument to the
20 Trust.

21 65. I have examined a copy of the Notice of Demurrer and Demurrer to First Amended Complaint
22 pertaining to Case No. 20STCV45290 in which Fannie Mae (Federal National Mortgage
23 Association) claims to hold no interest in the Eduardo Vallejo loan, however this flies in the face
24 of what the Loan Level Data shows directly from the Fannie Mae Pool Talk Portal pertaining to
25 the Eduardo Vallejo loan. The data above shows that the loan is still in the Guaranteed REMIC
26 Pass-Through Certificates Fannie Mae REMIC Trust 2004-99 and is still active. The claim of
27 the Demurrer that Fannie Mae has no interest in the Vallejo loan, nothing could be further from
28 the truth as this loan is clearly in this trust.. (See Exhibit “A” attached within)

66. I have examined the most current copy of the Eduardo E. Vallejo Promissory Note (which was
obtained by the borrower from BK Case 2-19-bk-2127, on or about July 27, 2020); the Eduardo
E. Vallejo Deed of Trust; and the entire purported “chain of assignments” of the Eduardo E.

1 Vallejo Deed of Trust, and have found that Guaranteed REMIC Pass-Through Certificates Fannie
2 Mae REMIC Trust 2004-99 Trust is not named in any manner on any of the instruments, nor is
3 the Federal National Mortgage Association named to the Note. (See attached Exhibits “A”
4 through “M”):

5 67. I have examined a purported to be true and correct copy of a Promissory Note filed into BK Court
6 Case # 12-12020 on June 14, 2015, of Eduardo E. Vallejo dated November 10, 2004, regarding
7 a loan for \$315,000.00. The Original Lender of the November 10, 2004, Vallejo loan is GMAC
8 Mortgage Corporation DBA ditech.com. This Note is Not Indorsed. (See Exhibit “B” attached
9 within)

10 a. The Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2004-
11 99 are not named in any way on the Eduardo E. Vallejo Note.

12 b. The Federal National Mortgage Association as Trustee for the Guaranteed REMIC
13 Pass-Through Certificates Fannie Mae REMIC Trust 2004-99 not in its Individual
14 Capacity but solely as Trustee for Guaranteed REMIC Pass-Through Certificates
15 Fannie Mae REMIC Trust 2004-99 is not named anywhere within the Eduardo E.
16 Vallejo Note.

17 c. Green Tree Servicing LLC is not named in any way on the Eduardo E. Vallejo Note,
18 however they are named in a Corporate Assignment of Deed of Trust filed in the Los
19 Angeles Recorder's Office on May 21, 2013.

20 68. I have examined a purported to be true and correct copy of a Promissory Note Received from
21 Caliber Home Loans on February 17, 2017, of Eduardo E. Vallejo, dated November 10, 2004,
22 regarding a loan for \$315,000.00. The Original Lender of the November 10, 2004, Vallejo loan
23 is GMAC Mortgage Corporation DBA ditech.com. This Note is Not Indorsed. (See Exhibit “C”
24 attached within)

25 a. The Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2004-
26 99 are not named in any way on the Eduardo E. Vallejo Note.

27 b. The Federal National Mortgage Association as Trustee for the Guaranteed REMIC
28 Pass-Through Certificates Fannie Mae REMIC Trust 2004-99 not in its Individual
Capacity but solely as Trustee for Guaranteed REMIC Pass-Through Certificates
Fannie Mae REMIC Trust 2004-99 is not named anywhere within the Eduardo E.

1 Vallejo Note.

2 c. Green Tree Servicing LLC is not named in any way on the Eduardo E. Vallejo Note,
3 however they are named in a Corporate Assignment of Deed of Trust filed in the Los
4 Angeles Recorder's Office on May 21, 2013.

5 d. U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation is not named in any
6 way on the Eduardo E. Vallejo Note, however they are named in an Assignment of
7 Deed of Trust filed in the Official Records of the Los Angeles Recorder's Office on
8 February 10, 2017.

9 69. I have examined a purported to be true and correct copy of a Promissory Note Received from
10 Ditech Financial LLC on October 12, 2018, of Eduardo E. Vallejo, dated November 10, 2004,
11 regarding a loan for \$315,000.00. The Original Lender of the November 10, 2004, Vallejo loan
12 is GMAC Mortgage Corporation DBA ditech.com. This Note is Not Indorsed. (See Exhibit "D"
attached within)

13 a. The Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2004-
14 99 are not named in any way on the Eduardo E. Vallejo Note.

15 b. The Federal National Mortgage Association as Trustee for the Guaranteed REMIC
16 Pass-Through Certificates Fannie Mae REMIC Trust 2004-99 not in its Individual
17 Capacity but solely as Trustee for Guaranteed REMIC Pass-Through Certificates
18 Fannie Mae REMIC Trust 2004-99 is not named anywhere within the Eduardo E.
19 Vallejo Note.

20 c. Green Tree Servicing LLC is not named in any way on the Eduardo E. Vallejo Note,
21 however they are named in a Corporate Assignment of Deed of Trust filed in the Los
22 Angeles Recorder's Office on May 21, 2013.

23 d. U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation is not named in any
24 way on the Eduardo E. Vallejo Note, however they are named in an Assignment of
25 Deed of Trust filed in the Official Records of the Los Angeles Recorder's Office on
February 10, 2017.

26 70. I have examined a purported to be true and correct copy of a Promissory Note filed into BK Case
27 2-19-bk-2127 on July 27, 2020, of Eduardo E. Vallejo, dated November 10, 2004, regarding a
28 loan for \$315,000.00. The Original Lender of the November 10, 2004, Vallejo loan is GMAC

1 Mortgage Corporation DBA ditech.com. (See Exhibit “E” attached within)

- 2 a. This copy of the Eduardo E. Vallejo Note has an incomplete stamping on the Note
3 itself from GMAC MORTGAGE CORPORATION DBA DITECH.COM, signed
4 by D. Harkness as Limited Signing Officer Acting Agent, made payable to an as
5 of yet unnamed payee.
- 6 b. All of the prior copies of the Eduardo E. Vallejo Note exhibited have not had any
7 incomplete stamping or any indorsement on the Note.
- 8 c. The Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust
9 2004-99 are not named in any way on the Eduardo E. Vallejo Note.
- 10 d. The Federal National Mortgage Association as Trustee for the Guaranteed
11 REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2004-99 not in its
12 Individual Capacity but solely as Trustee for Guaranteed REMIC Pass-Through
13 Certificates Fannie Mae REMIC Trust 2004-99 is not named anywhere within the
14 Eduardo E. Vallejo Note.
- 15 e. Green Tree Servicing LLC is not named in any way on the Eduardo E. Vallejo
16 Note, however they are named in a Corporate Assignment of Deed of Trust filed
17 in the Los Angeles Recorder's Office on May 21, 2013.
- 18 f. U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation is not named in
19 any way on the Eduardo E. Vallejo Note, however they are named in an
20 Assignment of Deed of Trust filed in the Official Records of the Los Angeles
21 Recorder's Office on February 10, 2017.
- 22 g. DLJ Mortgage Capital, Inc., is not named in any way on the Eduardo E. Vallejo
23 Note, however they are named in an Assignment of Deed of Trust filed in the Los
24 Angeles Recorder's Office

25 71. There is no evidence that Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC
26 Trust 2004-99 ever received an ownership interest in the Eduardo E. Vallejo Note.

27 72. Paragraph 1 of the Eduardo E. Vallejo Note states “*I understand that the Lender may transfer*
28

1 *this Note. The Lender or Anyone who takes this Note by transfer and who is entitled to receive*
2 *payments under this Note is called the “Noteholder.”*

3 73. I have examined a Deed of Trust of Eduardo E. Vallejo dated November 22, 2004, and filed in
4 the Official Records of the Los Angeles Recorder's Office on November 22, 2004 as ins# 04
5 3020633. (See Exhibit “F” attached within)

6 a. The **Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust**
7 **2004-99** are not named in any way to the Eduardo E. Vallejo Deed of Trust

8 74. I have examined the Los Angeles County Record relating to the Eduardo E. Vallejo Deed of Trust
9 dated November 10, 2004. The Los Angeles County Record shows an “Assignment of Deed of
10 Trust”, dated June 01, 2010 and filed in the Official Records of the Los Angeles Recorder's Office
11 on June 11, 2010 as ins# 20100800096, signed by Sandy Broughton as Assistant Secretary for
12 Mortgage Electronic Registration Systems, Inc., and notarized June 01, 2010 by Zahirah Y.
13 Sweet, Pennsylvania Notary Commission #N/A, where Mortgage Electronic Registration
14 Systems, Inc., “*grants, assigns, and transfers to GMAC Mortgage, LLC all beneficial interest*
15 *under that certain Deed of Trust dated November 10, 2004.. TOGETHER with the note or notes*
16 *therein described and secured thereby, the money due and to become due thereon, with interest,*
17 *and all rights accrued or to accrue under said Deed of Trust...*”. (See Exhibit “G” attached
18 within).

19 75. There is no sale of the Eduardo E. Vallejo Mortgage Loan caused through the Eduardo E. Vallejo
20 Assignment of Deed of Trust.

21 a. This Document purports to *grants, assigns, and transfers to GMAC Mortgage, LLC*
22 *all beneficial interest under that certain Deed of Trust dated November 10, 2004..*
23 *TOGETHER with the note or notes therein described and secured thereby, the money*
24 *due and to become due thereon, with interest, and all rights accrued or to accrue*
25 *under said Deed of Trust...*”.

26 b. There is no evidence to support the claim that Mortgage Electronic Registration
27 Systems, Inc., received and transferred the Eduardo E. Vallejo Note, and obligations
28 therein with interest.

76. I have examined a copy of the MERS Procedures Manual, Release 19.0, dated June 14, 2010,
and MERS Residential Marketing Kit, Terms And Conditions: (see Exhibit “F” attached within)

1 a. It is stated in the MERS Procedures Manual, Release 19.0, dated June 14, 2010:

2 Page 63 – Transfer of Beneficial Rights to Member Investors, Overview:

3 **“Although MERS tracks changes in ownership of the beneficial rights for loans**
4 **registered on the MERS System, MERS cannot transfer the beneficial rights to**
5 **the debt. The debt can only be transferred by properly endorsing the**
6 **promissory note to the transferee.”** (emphasis added)

7 It is stated in the MERS Residential Marketing Kit, Terms And Conditions:

8 2. ...MERS shall serve as mortgagee of record with respect to all such mortgage
9 loans solely as a nominee, in an administrative capacity, for the beneficial owner or
10 owners thereof from time to time. **MERS shall have no rights whatsoever to any**
11 **payments made on account of such mortgage loans, to any servicing rights**
12 **related to such mortgage loans, or to any mortgaged properties securing such**
13 **mortgage loans. MERS agrees not to assert any rights** (other than rights
14 specified in the Governing Documents) with respect to such mortgage loans or
15 mortgaged properties. References herein to “mortgage(s)” and “mortgagee of
16 record” shall include deed(s) of trust and beneficiary under a deed of trust and any
17 other form of security instrument under applicable state law. (emphasis added)

18 **6. MERS and the Member agree that: (i) the MERS System is not a vehicle for**
19 **creating or transferring beneficial interests in mortgage loans...** (emphasis
20 added)

21 77. I have examined the Los Angeles County Record relating to the Eduardo E. Vallejo Deed of Trust
22 dated November 10, 2004. The Los Angeles County Record shows an “Corporate Assignment of
23 Deed of Trust”, dated May 16, 2013 and filed in the Official Records of the Los Angeles
24 Recorder's Office on May 21, 2013 as ins# 20130761041, signed by Jessica Sheetz as Vice
25 President for GMAC Mortgage, LLC by Green Tree Servicing LLC, its Attorney-in-Fact and
26 notarized May 16, 2013 by Nicole Baldwin, Florida Notary Commission #EE 222285, where
27 GMAC Mortgage, LLC grants, assigns, and transfers to Green Tree Servicing LLC, described
28 Deed of Trust. (See Exhibit “I” attached within).

78. There is no sale of the Eduardo E. Vallejo Mortgage Loan caused through the Eduardo E. Vallejo
Assignment of Deed of Trust.

79. I have examined the Los Angeles County Record relating to the Eduardo E. Vallejo Deed of Trust
dated November 10, 2004. The Los Angeles County Record shows an “Assignment of Deed of
Trust”, dated January 31, 2017 and filed in the Official Records of the Los Angeles Recorder's

1 Office on February 10, 2017 as ins# 20170169915, signed by Connie M. Riggsby as Vice
2 President for Ditech Financial LLC FKA Green Tree Servicing LLC sometimes known as Green
3 Tree Services LLC by Caliber Home Loans, inc., Its Attorney in Fact and notarized January 31,
4 2017 by Janell Junkin, Texas Notary Commission #N/A, where Ditech Financial LLC FKA
5 Green Tree Servicing LLC sometimes known as Green Tree Services LLC grants, assigns, and
6 transfers to U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust the described
7 deed of trust. (See Exhibit “J” attached within).

8 80. There is no sale of the Eduardo E. Vallejo Mortgage Loan caused through the Eduardo E. Vallejo
9 Assignment of Deed of Trust.

10 81. I have examined the Los Angeles County Record relating to the Eduardo E. Vallejo Deed of Trust
11 dated November 10, 2004. The Los Angeles County Record shows an “Assignment of Deed of
12 Trust”, dated April 24, 2020 and filed in the Official Records of the Los Angeles Recorder's
13 Office on May 22, 2020 as ins# 20200560588, signed by Mark Waterman as Vice President for
14 Meridian Asset Services, LLC, as Attorney-In-Fact for Caliber Home Loans, Inc., as Attorney-
15 In-Fact for U.S. Bank Trust National Association, not in its individual capacity but solely as
16 Trustee for LSF9 Master Participation Trust and notarized April 24, 2020 by Barbara Baka,
17 Florida Notary Commission #GG962750, where U.S. Bank Trust National Association, Not in
18 its individual capacity but solely as Trustee for LSF9 Master Participation Trust “*grants, assigns,
19 and transfers to DLJ Mortgage Capital, Inc., all beneficial interest under that certain deed of
20 trust, together with the certain note(s) described therein with all interest, all liens and any rights
21 due or to become due thereon.*” (See Exhibit “K” attached within).

22 82. There is no sale of the Eduardo E. Vallejo Mortgage Loan caused through the Eduardo E. Vallejo
23 Assignment of Deed of Trust.

- 24 a. There is no evidence to support the claim that U.S. Bank Trust National Association,
25 Not in its individual capacity but solely as Trustee for LSF9 Master Participation
26 Trust., grant, assigns and transferred the Eduardo E. Vallejo Note, therein with
27 interest to DLJ Mortgage Capital, Inc., all beneficial interest under that certain deed
28 of trust, together with the certain note(s) described therein with all interest, all liens
and any rights due or to become due thereon.”

1 83. I have examined the Los Angeles County Record relating to the Eduardo E. Vallejo Deed of
2 Trust dated November 10, 2004. The Los Angeles County Record shows an “Corporate
3 Assignment of Deed of Trust”, dated September 02, 2020 and filed in the Official Records of
4 the Los Angeles Recorder's Office on September 15, 2020 as ins# 20201106681, signed by
5 Lorena Medina as Document Control Officer and notarized February 27, 2021 by Vicky Padilla,
6 Utah Notary Commission #693750, where DLJ Mortgage Capital, Inc., By Select Portfolio
7 Servicing., Its Attorney in Fact grants, assigns, and transfers to CSMC 2019-RPL10 Trust all
interest under that certain Deed of Trust. (See Exhibit “L” attached within).

8 84. There is no sale of the Eduardo E. Vallejo Mortgage Loan caused through the Eduardo E. Vallejo
9 Assignment of Deed of Trust.

10 85. I have examined an “Assignment of Deed of Trust”, dated June 20, 2016 and NOT filed in the
11 Official Records of the Los Angeles Recorder's Office ,signed by Tiffany Chambers as Assistant
12 Vice President for Ditech Financial LLC FKA Green Tree Servicing LLC and notarized June
13 20, 2016 by Pat Klement, Texas Notary Commission #530797-3, where Ditech Financial LLC
14 FKA Green Tree Servicing LLC grants, assigns, and transfers to Federal National Mortgage
15 Association all beneficial interest under that certain Deed of Trust. This documents was obtained
from Ditech Financial LLC (See Exhibit “M” attached within).

16 86. There is no sale of the Eduardo E. Vallejo Mortgage Loan caused through the Eduardo E. Vallejo
17 Assignment of Deed of Trust.

18 87. It is my expert opinion, there was no “true sale” of the Eduardo E. Vallejo Mortgage Loan caused
19 through any of the Eduardo E. Vallejo recorded or Unrecorded Assignments of Deed of Trust or
20 Corporate Assignments of Deed of Trust.

21 88. Based on my examination of the Eduardo E. Vallejo loan instruments, and all available
22 documents recorded in the Los Angeles County records associated therewith, there is no evidence
23 or indication that Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2004-
24 99 ever acquired ownership rights to the Eduardo E. Vallejo loan, note, Deed of Trust, the debt
25 purportedly ‘evidenced’ thereby, and/or the real property purportedly ‘secured’ thereby.

26 89. Based on my examination, as Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC
27 Trust 2004-99 has never acquired rights to the Eduardo E. Vallejo Note and Deed of Trust, those
28 rights can not be transferred to another party. Historically an Assignment of the Deed of Trust

1 without an assignment of the debt creates no right in the assignee.

2 90. In my professional opinion, all the available evidence that I have examined lacks proof, or even
3 a showing, of any proper transfer of the debt obligation (purportedly evidenced by the note) along
4 with proper transfer of collateral rights in the real property (purportedly evidenced by the Deed
5 of Trust) regardless of any verbiage inserted into the various assignments. In fact, there is no
6 evidence that suggests the Eduardo E. Vallejo note was properly transferred simultaneously with
any purported transfer of the beneficial rights in the Eduardo E. Vallejo Deed of Trust.

7 91. The transfer and sale of all Beneficial Interest of the Eduardo E. Vallejo Deed of Trust to
8 Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2004-99 should have
9 been done on or before the Closing Date of the Guaranteed REMIC Pass-Through Certificates
10 Fannie Mae REMIC Trust 2004-99 which was December 30, 2004. (See Exhibit "P" attached
11 within)

12 92. The requirements for defining a REMIC from IRS can be found at 26 USCA §860 A thru G and
13 by going to [https://www.gpo.gov/fdsys/pkg/USCODE-2009-title26/html/USCODE-2009-
15 title26-subtitleA-chap1-subchapM-partIV-sec860D.htm](https://www.gpo.gov/fdsys/pkg/USCODE-2009-title26/html/USCODE-2009-
14 title26-subtitleA-chap1-subchapM-partIV-sec860D.htm) which mean that the Guaranteed
16 REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2004-99 is unable to have any
17 other assets put into the Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC
18 Trust 2004-99 after the Closing Date of December 30, 2004. The Assigning of a defective
obligation to the REMIC also goes against what is required (Verbatim provided in pertinent
part below)

19 USCA stands for United States Code Annotated.

20 Title 26 is the Internal Revenue Code

21 Subchapter M includes Regulated Investment Companies and Real Estate Investment
22 Trusts.

23 *26 U.S.C. 860D*

24 *United States Code, 2009 Edition*

25 *Title 26 - INTERNAL REVENUE CODE*

26 *Subtitle A - Income Taxes*

27 *PART IV - REAL ESTATE MORTGAGE INVESTMENT CONDUITS*

28 *Sec. 860D - REMIC defined*

From the U.S. Government Printing Office, www.gpo.gov

§860D. REMIC defined

(a) General rule

For purposes of this title, the terms “real estate mortgage investment conduit” and “REMIC” mean any entity—

(4) as of the close of the 3rd month beginning after the startup day and at all times thereafter, substantially all of the assets of which consist of qualified mortgages and permitted investments.

93. The “Assignment of Deed of Trust”, dated June 20, 2016 and NOT filed in the Official Records of the Los Angeles Recorder's Office ,signed by Tiffany Chambers as Assistant Vice President for Ditech Financial LLC FKA Green Tree Servicing LLC and notarized June 20, 2016 by Pat Klement, Texas Notary Commission #530797-3, where Ditech Financial LLC FKA Green Tree Servicing LLC grants, assigns, and transfers to Federal National Mortgage Association all beneficial interest under that certain Deed of Trust... assigned a defective obligation to the Federal National Mortgage Association as this loan was in default when the assignment was filed. This information can be found by going to the website <https://www.gpo.gov/fdsys/pkg/USCODE-2009-title26/html/USCODE-2009-title26-subtitleA-chap1-subchapM-partIV-sec860G.htm>

.26 U.S.C. 860G(a)(4)(B)(ii)

(a) Definitions

(4) Qualified replacement mortgage

The term “qualified replacement mortgage” means any obligation—

(A) which would be a qualified mortgage if transferred on the startup day in exchange for regular or residual interests in the REMIC, and

(ii) a defective obligation within the 2-year period beginning on the startup day.

94. I have examined the Los Angeles County Record relating to the Eduardo E. Vallejo Deed of Trust dated November 10, 2004. The Los Angeles County Record shows an “Substitution of Trustee”, dated November 09, 2015 and filed in the Official Records of the Los Angeles Recorder's Office on November 17, 2015 as ins# 20151437180, signed by Gretchen Kessner as Foreclosure Supervisor for Ditech Financial LLC FKA Green Tree Servicing LLC, and notarized November 09, 2015 by Adriana Irene Romero, Arizona Notary Commission #N/A, where Ditech Financial LLC FKA Green Tree Servicing LLC removes Executive Trustee Services, Inc., as Trustee and substitutes MTC Financial Inc., dba Trustee Corps, as Trustee. (See Exhibit “N” attached within).

1 95. I have observed the specific DEFINITIONS in the Eduardo E. Vallejo Deed of Trust (Exhibit
2 “D,” page 1) regarding the word “**Lender**”:

3 (C) “**Lender**” is

4 GMAC Mortgage Corporation DBA ditech.com

5 Lender is a Residential Mortgage Lender

6 organized and existing under the laws of Commonwealth of Pennsylvania

7 Lender’s Address is

8 3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626

9 96. “**Lender**” has a “special definition” that applies exclusively to the Eduardo E. Vallejo Deed of
10 Trust, and, per the Eduardo E. Vallejo Deed of Trust, its definition is not to be interchanged,
11 substituted or confused with the general definition of “lender” found in dictionaries. This special
12 definition does NOT include any “successor or assigns” as I have witnessed in other deeds of
13 trust, just “**Lender**,” which by the letter of the law of the Eduardo E. Vallejo Deed of Trust,
14 means only GMAC Mortgage Corporation DBA ditech.com Based on this observation and my
15 experience understanding the documents I am reviewing, I would like to have the reader go to
16 the Eduardo E. Vallejo Deed of Trust to Covenant 24, where it states:

17 *24. Substitute Trustee. Lender, at its option, may from time to time*
18 *appoint a successor trustee to any Trustee appointed hereunder by an*
19 *instrument executed and acknowledged by Lender and recorded in the*
20 *office of the Recorder of the county in which the Property is located...*

21 97. The Eduardo E. Vallejo Deed of Trust is the final authority who may appoint a successor trustee,
22 which is the “Lender,” i.e., GMAC Mortgage Corporation DBA ditech.com. GMAC Mortgage
23 Corporation DBA ditech.com., the “Lender,” did not appoint the successor trustee, which is a
24 violation of the Eduardo E. Vallejo Deed of Trust. The only person that could appoint a
25 successor trustee, per the Eduardo E. Vallejo Deed of Trust, is the “Lender,” which is GMAC
26 Mortgage Corporation DBA ditech.com This is a condition precedent that was not honored and
27 violated.
28

1 The above statements are affirmed by me under penalty of perjury under the laws of the State of
2 Texas to be true and correct to the best of my knowledge and belief, are based on my own
3 personal knowledge, and I am competent to make these statements.

4 FURTHER THE AFFIANT SAYETH NAUGHT

5
6 By: Joseph R Esquivel Jr

7
8 Joseph R Esquivel, Jr.
9 Private Investigator License # A20449
Mortgage Compliance Investigations LLC

10 STATE OF TEXAS)

11 COUNTY OF TRAVIS)

12 Subscribed and sworn before me, Lori M. Esquivel, Notary Public, on this

13 3rd day of April, 2022 by Joseph R Esquivel, Jr proved to me on the

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

15 WITNESS my hand and official seal.

16 Lori M. Esquivel
17 Notary Public

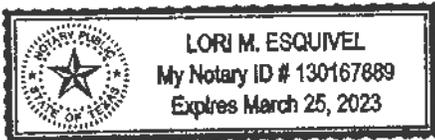


EXHIBIT “A”

1 KERRY W. FRANICH (State Bar No. 245857)
kwf@severson.com
2 SEVERSON & WERSON
A Professional Corporation
3 The Atrium
19100 Von Karman Avenue, Suite 700
4 Irvine, California 92612
Telephone: (949) 442-7110
5 Facsimile: (949) 442-7118

6 Attorneys for Defendant
FEDERAL NATIONAL MORTGAGE
7 ASSOCIATION

8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES — CENTRAL DISTRICT**

10
11 EDUARDO ENRIQUE VALLEJO,

12 Plaintiff,

13 vs.

14 MATTHEW RESNIK, RESNIK HAYES
MORADI LLP; DOES 1-10,

15 Defendants.
16

Case No. 20STCV45290
The Hon. Michelle Williams Court
Dept. 74

**NOTICE OF DEMURRER AND
DEMURRER TO FIRST AMENDED
COMPLAINT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF; MEET AND
CONFERENCE DECLARATION**

17 Date: April 21, 2022
18 Time: 8:30 a.m.
Dept.: 74
Reservation No.: 266992000293

19 Action Filed: November 25, 2020
20 FAC Filed: January 20, 2022
21 Trial Date: None Set.

1 **TO THE COURT, ALL PARTIES, AND THEIR RESPECTIVE ATTORNEYS OF**
2 **RECORD:**

3 **PLEASE TAKE NOTICE** that on April 21, 2022, at 8:30 a.m. in Department 74 of the
4 above-referenced Court, located at 111 North Hill Street, Los Angeles, CA 90012, the demurrer of
5 defendant Federal National Mortgage Association will be heard by the Court.

6 The demurrer is made on the grounds that the purported causes of action in the first
7 amended complaint fail to state sufficient facts to constitute a cause of action pursuant to Code of
8 Civil Procedure § 430.10(e). The demurrer is based on this Notice of Hearing and Demurrer, the
9 accompanying Memorandum of Points and Authorities in support thereof, the Request for Judicial
10 Notice filed concurrently herewith, the pleadings and records of the Court, and any further oral
11 and documentary evidence that may be presented at the hearing.

12 This demurrer is made following a meet and confer, or attempted meet and confer, as
13 detailed in the declaration of Kerry Franich filed concurrently with this demurrer.

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DATED: March 3, 2022

SEVERSON & WERSON
A Professional Corporation



By: _____
KERRY W. FRANICH

Attorneys for Defendant
FEDERAL NATIONAL MORTGAGE
ASSOCIATION

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1 **I. INTRODUCTION**

2 Plaintiff Eduardo Vallejo filed this legal malpractice suit against his former attorney, but
3 evidently wants this Court to also provide tangential relief relating to his mortgage loan and the
4 potential foreclosure of his home. The Court should sustain Fannie Mae’s demurrer for two
5 reasons.

6 First, Vallejo’s declaratory relief claim is hopeless against Fannie Mae because there is no
7 actual, live controversy between Vallejo and Fannie Mae. Fannie Mae has no interest in Vallejo’s
8 loan or property. Fannie Mae claims no such interest, and has not attempted to enforce any such
9 interest. Vallejo’s complaint alleges no contrary facts, and in fact, labels Fannie Mae as a
10 “nominal” defendant. (FAC ¶ 5.) Because Fannie Mae claims no interest in Vallejo’s loan or
11 property, there is no live controversy that can support a declaratory relief cause of action. (*Wilson*
12 *& Wilson v. City Council of Redwood City* (2011) 191 Cal.App.4th 1559, 1584.)

13 Second, Vallejo’s purported cause of action to “remove cloud on title,” which Fannie Mae
14 construes to be a cause of action for cancellation, is equally defective. Vallejo lacks standing to
15 mount a pre-foreclosure attack on the assignments of his deed of trust. Further, Fannie Mae is not
16 a party to any of the instruments that Vallejo evidently wishes to cancel. Lastly, the cancellation
17 cause of action is improper because the assignment of a deed of trust is a privileged act.

18 Granting Vallejo leave to amend his complaint would be futile. He has already amended
19 his complaint once, and as the other defendants’ pending vexatious litigation motion makes clear,
20 Vallejo previously litigated these issues on several previous occasions in bankruptcy court.
21 Fannie Mae does not belong in this suit. For these reasons, the Court should sustain Fannie Mae’s
22 demurrer without leave to amend and enter a judgment of dismissal forthwith.

23 **II. RELEVANT ALLEGATIONS**

24 Vallejo alleges that he owns a property on North California Street in Burbank, California.
25 (FAC at ¶ 1.) The property is encumbered by a deed of trust Vallejo signed in November 2004.
26 (*Id.* at ¶¶ 7-8.) Vallejo alleges that Defendants US Bank, DLJ and CSMC are trying to enforce
27 the deed of trust but that they have no interest in Vallejo’s promissory note. (*Id.* at ¶ 18.) Fannie
28 Mae was added as a defendant in the FAC, but Vallejo concedes that Fannie Mae is a nominal

1 defendant. (*Id.* at ¶ 5.) Relying on these allegations, Vallejo asserts two purported causes of
2 action: (1) a declaratory judgment; and (2) to “remove cloud on title.”

3 **III. LEGAL STANDARD**

4 A demurrer may be sustained where the pleading does not state facts sufficient to
5 constitute a cause of action. (Code Civ. Proc., § 430.10(e).) In ruling on a demurrer, the Court
6 looks to the face of the complaint, and upon matters of which the Court may take judicial notice.
7 (*Franz v. Blackwell* (1987) 189 Cal.App.3d 91, 94.) Although the allegations are presumed true,
8 the Court does not accept bare legal conclusions as true for purposes of ruling on a demurrer.
9 (*Serrano v. Priest* (1971) 5 Cal.3d 584, 591.)

10 **IV. VALLEJO ALLEGES NO VIABLE CLAIMS AGAINST FANNIE MAE**

11 Vallejo’s FAC alleges two claims for relief: (1) declaratory relief; and (2) “to remove
12 cloud on title,” which Fannie Mae construes to be a claim for cancellation. Neither cause of action
13 is viable as to Fannie Mae. Vallejo’s FAC concedes that Fannie Mae is a “nominal” defendant,
14 but it is unclear why Fannie Mae is a defendant at all. It has no interest in the loan or property
15 involved in this litigation, and hereby disclaims having any such interest.

16 **A. Vallejo Has No Actual Controversy With Fannie Mae**

17 “[D]eclaratory relief is appropriate only where there is an actual controversy, not simply an
18 abstract or academic dispute.” (*County of San Diego v. State of California* (2008) 164 Cal.
19 App.4th 580, 606; citations & quotations omitted.)

20 The ‘actual controversy’ language in Code of Civil Procedure
21 section 1060 encompasses a probable future controversy relating to
22 the legal rights and duties of the parties. For a probable future
23 controversy to constitute an ‘actual controversy,’ however, the
24 probable future controversy must be ripe. A controversy is ‘ripe’
when it has reached, but has not passed, the point that the facts have
sufficiently congealed to permit an intelligent and useful decision to
be made.

25 (*Id.*; citations & quotations omitted.)

26 Here, the demurrer should be sustained to Vallejo’s declaratory judgment cause of action
27 for two reasons.

1 First, the FAC alleges no facts showing that there is any dispute between Vallejo and
2 Fannie Mae. Vallejo generally complains that defendant U.S. Bank asserted itself as holder of
3 Vallejo’s note (FAC at ¶ 16), but he alleges no facts suggesting that Fannie Mae is making any
4 such assertion. Rather, the *only* fact alleged in his complaint relating to Fannie Mae appears to
5 pertain to a letter from Fannie Mae’s counsel advising that Fannie Mae previously acquired the
6 loan in January of 2005—not that Fannie Mae continues to hold the loan today or that Fannie Mae
7 is otherwise trying to enforce the loan against Vallejo.

8 Second, and more importantly, there is no controversy between Vallejo and Fannie Mae,
9 much less one that could lead to a probable future dispute, because Fannie Mae disclaims having
10 any interest whatsoever in the Vallejo’s loan or property. In that circumstance, there cannot be
11 any genuine controversy between the parties because Fannie Mae is not making any claim that is
12 adverse to Vallejo. (*Wilson & Wilson v. City Council of Redwood City* (2011) 191 Cal.App.4th
13 1559, 1584 (no actual controversy to support declaratory relief claim where City claimed no
14 interest in plaintiff’s property); accord: *West v. JPMorgan Chase Bank, N.A.* (2013) 214
15 Cal.App.4th 780, 802 (affirming dismissal of quiet title claim where defendants claimed no
16 interest in property).)

17 **B. Vallejo Has No Viable Cancellation Claim As To Fannie Mae**

18 The statute permitting cancellation of an instrument provides as follows:

19 A written instrument, in respect to which there is a reasonable
20 apprehension that if left outstanding it may cause serious injury to a
21 person against whom it is void or voidable, may, upon his
application, be so adjudged, and ordered to be delivered up or
canceled.

22 (Civ. Code, § 3412.)

23 Here, Vallejo’s cancellation cause of action has three problems.

24 First, Vallejo lacks standing to mount a pre-foreclosure attack the assignments of his deed
25 of trust. As another Court explained when presented with the identical argument from a different
26 plaintiff:

27 The crux of Saterbak’s argument is that she may bring a preemptive
28 action to determine whether the 2007–AR7 trust may initiate a
nonjudicial foreclosure. She argues, “If the alleged ‘Lender’ is not

1 the true ‘Lender,’ ” it “has no right to order a foreclosure sale.”
2 However, California courts do not allow such preemptive suits
3 because they “would result in the impermissible interjection of the
4 courts into a nonjudicial scheme enacted by the California
5 Legislature.

6 ***

7 Saterbak lacks standing to challenge alleged defects in the MERS
8 assignment of the DOT to the 2007–AR7 trust.

9 (*Saterbak v. JPMorgan Chase Bank, N.A.* (2016) 245 Cal.App.4th 808, 814; accord: *Perez v.*
10 *Mortgage Electronic Registration Systems, Inc.* (9th Cir. 2020) 959 F.3d 334, 340 (“California law
11 does not permit preemptive actions to challenge a party’s authority to pursue foreclosure before a
12 foreclosure has taken place.”))

13 Second, Fannie Mae is not a party to any of the assignments that Vallejo evidently wishes
14 to cancel. The FAC apparently seeks to enjoin defendants US Bank, DLJ and CSMC from
15 enforcing their respective interests in the property arising from the assignments of deed of trust.
16 But Vallejo does not claim that Fannie Mae is trying to enforce its supposed interest in the
17 property. As to Fannie Mae, the FAC does not seek to cancel any instruments at all.

18 Third, “Civil Code section 2924(d) establishes that the recording of an assignment of a
19 deed of trust is a privileged act.” (*Nguyen v. JP Morgan Chase Bank, N.A.* (N.D. Cal. 2012) 2012
20 WL 4942816, at *4.) The recordation of an assignment, of course, is not a “required notice”
21 within the meaning of Civil Code section 2924(d)(1). (See e.g. *Calvo v. HSBC Bank USA, N.A.*
22 (2011) 199 Cal.App.4th 118, 122 (recordation of assignments is unnecessary under California
23 law).) But recording assignments is nonetheless privileged because that act does fall within Civil
24 Code section 2924(d)(2) since it is the “performance of a procedure set forth in the article”
25 governing mortgages. Indeed, numerous sections interspersed throughout Article 1 pertain to
26 assignments. (See e.g. Civ. Code, §§ 2924.17(a); 2934-2937; 2943.) So, the recordation of an
27 assignment is a privileged act.

28 For these reasons, the Court should sustain the demurrer to the second cause of action for
cancellation without leave to amend.

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V. LEAVE TO AMEND SHOULD BE DENIED

Leave to amend should be denied where the facts are not in dispute and the nature of the claim is clear, but no liability exists under substantive law. (*Lawrence v. Bank of America* (1985) 163 Cal.App.3d 431, 436.)

Here, leave to amend should be denied because there is no amendment that could cure the defects in Vallejo’s causes of action. Fannie Mae has no interest in Vallejo’s loan or property, so granting Vallejo leave to amend would accomplish nothing.

VI. CONCLUSION

For the foregoing reasons, the Court should sustain the demurrer without leave to amend.

DATED: March 3, 2022

SEVERSON & WERSON
A Professional Corporation



By: _____
KERRY W. FRANICH

Attorneys for Defendant
FEDERAL NATIONAL MORTGAGE
ASSOCIATION

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DECLARATION OF KERRY W. FRANICH

I, Kerry W. Franich, state and declare as follows:

1. I am counsel of record for defendant Fannie Mae.
2. On February 28, 2022, I made a good faith effort to meet and confer with Mr. Vallejo regarding this demurrer. I sent him an email explaining that my client had no interest in his loan or property and therefore asked to be dismissed from the suit. I requested that he let me know when he had time to discuss the issue in further detail. Mr. Vallejo responded the following day via email and advised that he would have “his attorney” contact me as soon as possible. However, Mr. Vallejo is representing himself in this litigation, and no attorney purporting to represent Mr. Vallejo has contacted me in the several days that have passed since I sent him my request to meet-and-confer.

I swear under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of March, 2022 at Mission Viejo, California.



KERRY W. FRANICH

1 **PROOF OF SERVICE**

2 *Vallejo v. Resnik, et al.*
3 **Case No. 20STCV45290**

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Orange, State of California. My business address is The Atrium,
6 19100 Von Karman Avenue, Suite 700, Irvine, CA 92612.

7 On March 3, 2022, I served true copies of the following document(s): **NOTICE OF
8 DEMURRER AND DEMURRER TO FIRST AMENDED COMPLAINT;
9 MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; MEET
10 AND CONFER DECLARATION** on the interested parties in this action as follows:

11 Eduardo Enrique Vallejo
12 508 North California Street
13 Burbank, CA 91505

Plaintiff in Pro Per

Telephone: 818.415.5633
Email: eevallejo@yahoo.com

14 Gwen H. Ribar, Esq.
15 Cathy K. Robinson, Esq.
16 WRIGHT, FINLAY & ZAK, LLP
17 4665 MacArthur Court, Suite 200
18 Newport Beach, CA 92660

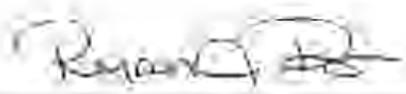
Attorneys for Defendants DLJ MORTGAGE
CAPITAL, INC; and CSMC 2019-RPL 10
TRUST

Telephone: (949) 477-5050
Facsimile: (949) 608-9142
Email: crobinson@wrightlegal.net

19 **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed
20 to the persons at the addresses listed in the Service List and placed the envelope for collection and
21 mailing, following our ordinary business practices. I am readily familiar with Severson &
22 Werson's practice for collecting and processing correspondence for mailing. On the same day that
23 correspondence is placed for collection and mailing, it is deposited in the ordinary course of
24 business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

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

27 Executed on March 3, 2022, at Huntington Beach, California.

28 

RYAN J. BROOKS



Court Reservation Receipt

Reservation	
Reservation ID: 266992000293	Status: RESERVED
Reservation Type: Demurrer - without Motion to Strike	Number of Motions: 1
Case Number: 20STCV45290	Case Title: EDUARDO ENR QUE VALLEJO vs MATTHEW RESN K, et al.
Filing Party: Federal National Mortgage Association (Defendant)	Location: Stanley Mosk Courthouse - Department 74
Date/Time: April 21st 2022, 8:30AM	Confirmation Code: CR-CJFPS45DSTHCVEHZ4

Fees			
Description	Fee	Qty	Amount
Demurrer - without Motion to Strike	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment	
Amount: \$61.65	Type: MasterCard
Account Number: XXXX7823	Authorization: 08729Q

[← Back to Main](#)[Print Page](#)

EXHIBIT “B”

Exhibit # 1
12-12020-mg) Doc 8800 Filed 06/18/15 Entered 06/24/15 16:32:45 Main Document
Case # 15601826
Plaintiff

NOTE

000655268606

November 10, 2004
[Date]

Costa Mesa
[City]

California
[State]

508 North California Street, Burbank, CA 91505
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 315,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is GMAC Mortgage Corporation DBA ditech.com

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 5.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the First day of each month beginning on January 1

2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 17595 Harvard Avenue, C1002, Irvine CA 92614.

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,690.99

4. BORROWER'S RIGHT TO PREPAY

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

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this 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.

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

Eduardo E. Vallejo

Eduardo E. Vallejo

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

EXHIBIT “C”

NOTE

000655268606

November 10, 2004
[Date]

Costa Mesa
[City]

California
[State]

508 North California Street, Burbank, CA 91505
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 315,000.00 (this amount is called "principal") plus interest, to the order of the Lender. The Lender is GMAC Mortgage Corporation DBA ditech.com.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 5.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the First day of each month beginning on January 1

2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 17595 Harvard Avenue, C1002, Irvine CA 92614.

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,690.99

4. BORROWER'S RIGHT TO PREPAY

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

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5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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(A) Late Charge for Overdue Payments

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(B) Default

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(C) Notice of Default

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(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

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Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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9. WAIVERS

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this 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.

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

EA E. VA
Eduardo E. Vallejo (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

EXHIBIT “D”



FAX

To: +1 (818) 846-1777

From: Cole, Jeffrey

Company:

Phone: 000-000-0000

Subject: DITECH CORRESPONDENCE

Fax:

Date: October 12, 2018

12:54:51 PM

Pages: 3

NOTE

000655268606

November 10, 2004
(Date)

Costa Mesa
(City)

California
(State)

508 North California Street, Burbank, CA 91505
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 315,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is GMAC Mortgage Corporation DBA dittech.com

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

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The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the First day of each month beginning on January 1

2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 17595 Harvard Avenue, C1002, Irvine CA 92614, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,690.99

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(D) No Waiver By Note Holder

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(E) Payment of Note Holder's Costs and Expenses

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

Eduardo E. Vallejo

(Seal)
Eduardo E. Vallejo -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

EXHIBIT “E”

B2100A (Form 2100A) (12/15)

United States Bankruptcy Court
Central District Of California

In re Eduardo Enrique Vallejo,

Case No. 2:19-bk-21271-SK

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).
Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the
transfer, other than for security, of the claim referenced in this evidence and notice.

CSMC 2019-RPL10 Trust

Name of Transferee

U.S. BANK TRUST, N.A., AS
TRUSTEE FOR LSF9 MASTER
PARTICIPATION TRUST

Name of Transferor

Name and Address where notices to transferee
should be sent:

Select Portfolio Servicing, Inc.
PO BOX 65250
Salt Lake City, UT 84165-0250

Phone: 800-258-8602

Last Four Digits of Acct #: 0927

Court Claim # (if known): 1

Amount of Claim: \$331,107.51

Date Claim Filed: 10/02/2019

Phone: (800) 401-6587

Last Four Digits of Acct. #: 3409

Name and Address where transferee payments
should be sent (if different from above):

Attn: Remittance Processing
Select Portfolio Servicing, Inc.
PO Box 65450
Salt Lake City, UT 84165-0450

Phone: 800-258-8602

Last Four Digits of Acct #: 0927

I declare under penalty of perjury that the information provided in this notice is true and correct to the
best of my knowledge and belief.

By: /s/Joseph Delmotte

Transferee's Agent

Date: 07/24/2020

NOTE

November 10, 2004
[Date]

Costa Mesa
[City]

California
[State]

508 North California Street, Burbank, CA 91505
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$315,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is GMAC Mortgage Corporation DBA ditech.com

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 5.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the First day of each month beginning on January 1 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 17595 Harvard Avenue, C1002, Irvine CA 92614.
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,690.99

4. BORROWER'S RIGHT TO PREPAY

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

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this 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.

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

EA E. VA. (Seal)
Eduardo E. Vallejo -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

PAY TO THE ORDER OF

WITHOUT RECOURSE

D. Harkness
D. Harkness
Limited Signing Officer
Acting Agent for
GMAC MORTGAGE CORPORATION
DBA DITECH.COM

PRO F F SERVICE OF DOC MENT

I am over the age of 18 and a party to this bankruptcy case or adversary proceeding. My business address is:
Fifteen Piedmont Center, 575 Piedmont Road N.E., Suite 500 Atlanta GA 30305

A true and correct copy of the foregoing document entitled *specif*): Notice of Transfer of Claim will be served or as served (a) on the judge in chambers in the following manner required by LBR 500 -2(d); and () in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Order and LBR, the foregoing document will be served by the court via E-Filed hyperlink to the document. On (date) Jul 27 202, I checked the CM/EF dock for this bankruptcy case and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

ATTORNEY FOR DEBTOR:
PRO SE

TRUSTEE:
Kathy A Dockery (TR) EFileing@LATrustee.com

U.S. TRUSTEE:
U.S. Trustee ustpreion16.la.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

DEBTOR:
Eduardo Enrique Vallejo
508 North California Street
Burbank, CA 91505

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

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

27, 2 20 BON ISHM N
Date Printed Name

/s/ EBONY IHMON
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

This form is intentionally blank.

The notice is scheduled to be processed by the Bankruptcy Noticing Center (BNC).

Refer to the BNC Certificate of Notice entry to view the actual form.

EXHIBIT “F”

This page is part of your document - DO NOT DISCARD

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RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
11/22/04 AT 08:00am

TITLE(S) :



FEE

FEE \$ 52-VV
DAF \$ 2-
C-20

D.T.T

16

CODE
20

CODE
19

CODE
9

NOTIFICATION SENT-\$4 ©

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM NOT TO BE DUPLICATED

Recording Requested By:
GMAC Mortgage Corporation
DBA ditech.com
Return To:
GMAC Mortgage Corporation
DBA ditech.com
3200 Park Center Dr. Suite
150, Costa Mesa, CA 92626

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Prepared By:
Jinny Lee

44 68645

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100037506552686066

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 11/10/2004 together with all Riders to this document.

(B) "Borrower" is Eduardo E. Vallejo and Maria Luisa Vallejo, ~~Husband and Wife~~ *Husband and Wife* as Joint Tenants, ~~as to their undivided 1/2 interest~~ and Eduardo Vallejo and Cielo G. Vallejo, Husband and wife, as Joint Tenants, ~~as to their undivided 1/2 interest~~ *E*

Borrower's address is 508 North California Street, Burbank, CA 91505
Borrower is the trustor under this Security Instrument.

(C) "Lender" is
GMAC Mortgage Corporation DBA ditech.com
Lender is a Residential Mortgage Lender
organized and existing under the laws of Commonwealth of Pennsylvania

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Lender's address is
3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626

(D) "Trustee" is
Executive Trustee Services, Inc.

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

(F) "Note" means the promissory note signed by Borrower and dated 11/10/2004

The Note states that Borrower owes Lender

Three Hundred Fifteen Thousand Dollars
(U.S. \$315,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2034

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

The Assessor's Parcel Number (Property Tax ID#) for the Real Property is 2483-003-030. See Attached Exhibit "A"

Parcel ID Number: 2483-003-030
508 North California Street
Burbank
("Property Address"):

which currently has the address of
[Street]
[City], California 91505 [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances 000655268606

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of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

000655268606

Initials: 1.1.V. H.S. G.V. G.V.

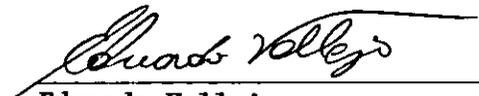
04 3020633

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

Witnesses:

717.VA.
Eduardo E. Vallejo (Seal)
-Borrower


Maria Luisa Vallejo (Seal)
-Borrower


Eduardo Vallejo (Seal)
-Borrower


Cielo G. Vallejo (Seal)
-Borrower

(Seal) (Seal)
-Borrower -Borrower

000655268606



04 3020633

State of California

County of Los Angeles

On November 16, 2004 before me,

Michael L. McGregor ss. personally appeared

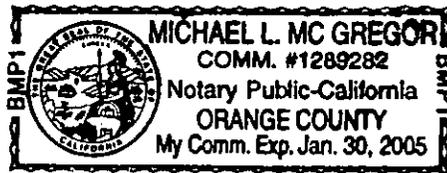
Eduardo E. Vallejo, Maria Luisa Vallejo,

Eduardo Vallejo, Cielo G. Vallejo

(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.

Michael L. McGregor (Seal)



000655268606

VMP -6A(CA) (0207)

Initials: E.E.V. M.L.V. C.G.V.
Form 3005 1/01

04 3020633

11/22/04

17

ORDER #: 4468645

EXHIBIT A

ALL THAT PARCEL OF LAND IN CITY OF BURBANK, LOS ANGELES COUNTY, STATE OF CALIFORNIA, AS MORE FULLY DESCRIBED IN DEED DOC # 2440533, ID# 2483-003-030, BEING KNOWN AND DESIGNATED AS LOT 23, BLOCK A, TRACT 6894, FILED IN PLAT BOOK 77, PAGE 58 .

BY FEE SIMPLE DEED FROM EDUARDO E. VALLEJO AS SET FORTH IN DOC # 2440533 DATED 07/02/2004 AND RECORDED 09/22/2004, LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA.

04 3020633

EXHIBIT “G”

This page is part of your document - DO NOT DISCARD



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Pages:
0002

Recorded/Filed In Official Records
Recorder's Office, Los Angeles County,
California

06/11/10 AT 08:00AM

FEES:	18.00
TAXES:	0.00
OTHER:	0.00
PAID:	18.00



LEADSHEET



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SEQ:
11

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

GMAC Mortgage, LLC
1100 Virginia Drive
Ft Washington, PA 19034

4468232

File No. 7314.33372

Min No. 100037506552686066

IMPORTANT NOTICE

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

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to GMAC Mortgage, LLC all beneficial interest under that certain Deed of Trust dated November 10, 2004, executed by EDUARDO E VALLEJO and MARIA LUISA VALLEJO, Husband and Wife as Joint Tenants and EDUARDO VALLEJO and CIELO G VALLEJO, Husband and wife, as Joint Tenants to Executive Trustee Services, Inc. as Trustee; and recorded November 22, 2004, as Instrument No. 04 3020633, of Official Records in the County Recorder of Los Angeles County, CA.

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

Dated: 06-01-10 MT

Mortgage Electronic Registration Systems, Inc.
("MERS") as nominee for GMAC Mortgage
Corporation DBA djtech.com

Sandy Broughton
Assistant Secretary

State of Pennsylvania
County of Montgomery

On 6/1/10 before me, Zahirah Y Sweet Notary Public, personally appeared Sandy Broughton, 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 and 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 PA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



EXHIBIT “H”



Procedures Manual

Release 19.0
June 14, 2010

Transfer of Beneficial Rights to Member Investors

Overview

Although MERS tracks changes in ownership of the beneficial rights for loans registered on the MERS[®] System, MERS cannot transfer the beneficial rights to the debt. The debt can only be transferred by properly endorsing the promissory note to the transferee. As a MERS Member you have two options for registering a transfer of beneficial rights to another Member: Option 1 and Option 2. The determination of whether Option 1 or Option 2 is used is based on the Membership Profile of the purchasing investor.

An Option 1 transfer can be created in either flat file/EDI X12 mode or online.

Option 1

In an Option 1 transfer, the Investor transfers beneficial rights on a system other than MERS (example: MORNET) and that system then initiates the MERS transaction.

Loans in an Option 1 batch that have not been registered are automatically reprocessed (“cycled”) until the loans have been registered, up to ten (10) calendar days from the Transfer Date. Option 1 investors receive notification when MIN cycling begins through the *Transfer of Beneficial Rights Reject Report*.

If you include MINs that are not registered in your agency transmission (e.g. MORNET), you will receive an abbreviated version of the *Transfer of Beneficial Rights Reject Report* listing these unregistered MINs. It is your responsibility to register these MINs immediately, entering your MERS Org ID in the Investor field. If you register them after the 10 day cycling process is over, you must name the Agency in the Investor field.

An Option 1 Transfer of Beneficial Rights will replace any Option 2 investor on the loan. The investor that was removed during the Option 1 process is notified of its removal by the *Investor Removed by Option 1 TOB report*. Additionally, Interim Funder and Warehouse Gestation Lender interests are released automatically in an Option 1 beneficial rights transfer. No confirmations are required for Option 1 transfers.



TERMS AND CONDITIONS

1. MERS, which shall include MERSCORP, Inc. and Mortgage Electronic Registration Systems, Inc., and the Member shall abide by these Terms and Conditions, the Rules and Procedures (collectively, the "Governing Documents"), copies of which will be supplied upon request. The Governing Documents shall be a part of the terms and conditions of every transaction that the Member may make or have with MERS or the MERS® System either directly or through a third party. The Member shall be bound by any amendment to any of the Governing Documents.
2. The Member, at its own expense, shall promptly, or as soon as practicable, cause MERS to appear in the appropriate public records as the mortgagee of record with respect to each mortgage loan that the Member registers on the MERS® System. MERS shall serve as mortgagee of record with respect to all such mortgage loans solely as a nominee, in an administrative capacity, for the beneficial owner or owners thereof from time to time. MERS shall have no rights whatsoever to any payments made on account of such mortgage loans, to any servicing rights related to such mortgage loans, or to any mortgaged properties securing such mortgage loans. **MERS agrees not to assert any rights** (other than rights specified in the Governing Documents) with respect to such mortgage loans or mortgaged properties. References herein to "mortgage(s)" and "mortgagee of record" shall include deed(s) of trust and beneficiary under a deed of trust and any other form of security instrument under applicable state law.
3. MERS shall at all times comply with the instructions of the holder of mortgage loan promissory notes. In the absence of contrary instructions from the note holder, MERS shall comply with instructions from the Servicer shown on the MERS® System in accordance with the Rules and Procedures of MERS.
4. No rights or obligations of the Member with respect to any data or information supplied to MERS by or on behalf of the Member shall be altered or affected in any manner by the provision of such data or information to MERS (except as otherwise specifically provided in these Terms and Conditions or the Rules of Membership).
5. If the Member uses MERS as Original Mortgagee (MOM) on the security instrument, the loan must be registered on the MERS® System within 10 days of the Note Date.
6. **MERS and the Member agree that: (i) the MERS® System is not a vehicle for creating or transferring beneficial interests in mortgage loans,** (ii) transfers of servicing interests reflected on the MERS® System are subject to the consent of the beneficial owner of the mortgage loans, and (iii) membership in MERS or use of the MERS® System shall not modify or supersede any agreement between or among the Members having interests in mortgage loans registered on the MERS® System.
7. If the Member has a third-party register loans (the "Registrar") on the MERS® System on behalf of the Member, the Registrar shall not be deemed an agent of MERS. The Registrar shall be solely an agent for the Member, and MERS is only giving consent to the Member to use a Registrar to enter information on the MERS® System on behalf of the Member. The Member agrees that MERS is not liable to the Member for any errors and omissions, negligence, breach of confidentiality, breach of the Rules and Procedures, or willful misconduct of the Registrar, or any employee, director, officer, agent or affiliate of the Registrar in performing its services to the Member.
8. The Member shall promptly pay to MERS the compensation due it for transactions registered on the MERS® System and other services rendered to the Member based on the then current MERS fee schedules, which may change from time to time. The Member shall promptly pay to MERS any interest and penalties on delinquent fee payments at the rate set by MERS from time to time. MERS shall have the authority to impose reasonable penalties and fines on Members for breach of the Governing Documents, and the Member shall promptly pay such fines in accordance with the terms of their imposition.
9. MERS shall indemnify and hold harmless the Member, and any employee, director, officer, agent or affiliate of the Member ("Member Party"), from and against any and all third-party claims, losses, penalties, fines, forfeitures, reasonable attorney fees and related costs, judgments, and any other costs, fees and expenses ("indemnified Payments") that the Member Party may sustain directly from the negligence, errors and omissions, breach of confidentiality, breach of the Terms and Conditions, breach of the Rules and Procedures, or willful misconduct of MERS, or any employee, director, officer, agent or affiliate of MERS ("MERS Indemnified Claim"). Notwithstanding the foregoing, MERS shall not be liable or responsible under the terms of this Paragraph for any losses or claims

resulting from the actions or omissions of any person other than an employee, director, officer (who is also an employee of MERS), agent or affiliate of MERS.

The Member shall indemnify and hold harmless MERS, and any employee, director, officer, agent or affiliate of MERS ("MERS Party"), for any Indemnified Payments which do not result from a MERS Indemnified Claim and which such MERS Party incurs (i) from the negligence, errors and omissions, breach of confidentiality, breach of the Terms and Conditions, Rules and Procedures, or willful misconduct of a Member Party, (ii) with respect to a transaction on the MERS® System initiated by such Member, or (iii) as a result of compliance by MERS with instructions given by the Member, or its designee, as beneficial owner, servicer or secured party shown on the MERS® System ("Member Indemnified Claim").

MERS shall promptly notify the Member if a claim is made by a third party against either MERS or the Member with respect to any mortgage loan registered on the MERS® System in which the Member is shown on the MERS® System as beneficial owner, servicer or secured party in accordance with the Rules and Procedures. The Member shall promptly notify MERS if a claim is made against the Member that may be subject to the indemnification provisions of this Paragraph.

The obligations of MERS and the Member under this Paragraph shall survive the termination of the Member's use of the MERS® System.

10. MERS and the Member shall maintain appropriate insurance coverage that shall include an errors and omissions insurance policy and a fidelity bond. MERS shall not be required to maintain coverage for persons who may be appointed at the request of the Member as certifying officers of MERS. The Member's policies shall protect and insure MERS against losses in connection with the release or satisfaction of a mortgage loan without having obtained payment in full of the indebtedness secured thereby. Upon request, MERS or the Member shall cause to be delivered to the other a certified true copy of such errors and omissions insurance policy and fidelity bond.

In the event of any loss of principal or interest on a mortgage loan or any Indemnified Payments for which reimbursement is received from a fidelity bond or any errors and omissions insurance policy or other insurance policy, the proceeds from any such bond or insurance shall be held in trust for and be promptly paid to the Member who is shown as the servicer on the MERS® System on behalf of the beneficial owner unless otherwise requested by the beneficial owner.

11. Any notice or other communication which is required or permitted to be given or made to MERS pursuant to any provision of the Governing Documents shall be given or made in writing and shall be sent by nationally recognized overnight courier, or facsimile followed by delivery of the original via first class mail, addressed as follows: MERS, Corporate Secretary, 1818 Library Street, Suite 300, Reston, Virginia, 20190.
12. These Terms and Conditions and all transactions effected by the Member with MERS shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.
13. Neither the Member nor MERS shall institute a proceeding before any tribunal to resolve any controversy or claim arising out of or relating to these Terms and Conditions, Rules and Procedures, or the breach, termination or invalidity thereof (a "Dispute), before such party has sought to resolve the Dispute through direct negotiation with the other party. If the Dispute is not resolved within thirty (30) days after a written demand for direct negotiation, the parties shall attempt to resolve the Dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the then chief judge of the Circuit Court of Fairfax County, Virginia to appoint a mediator. All mediation proceedings hereunder shall be held in Washington, D.C. If the mediator is unable to facilitate a settlement of the Dispute within a reasonable period of time, as determined by the mediator, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief in accordance with the arbitration provisions of this Paragraph. The fees and expenses of the mediator shall be paid by the party initiating the Dispute.

In the event that the Member and MERS are not able to resolve a Dispute in accordance with the mediation provisions of this Paragraph, such Dispute shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; provided, however, that the place of arbitration shall be Washington, DC, and fees and expenses for the arbitration proceedings shall be paid by the party initiating arbitration.

EXHIBIT “I”

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0002

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California

05/21/13 AT 11:05AM

FEES:	18.00
TAXES:	0.00
OTHER:	0.00
PAID:	<u>18.00</u>



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ERDS - Daily



THIS FORM IS NOT TO BE DUPLICATED

E13

[RECORDING REQUESTED BY]
NATIONWIDE TITLE CLEARING
[AND WHEN RECORDED MAIL TO]
Green Tree Servicing LLC
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

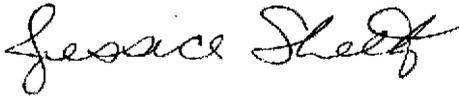
GreenTree # 62306966
GMAC # 655268606
FNMA # 1697498538
Effective Date 02/01/2013

CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **GMAC MORTGAGE, LLC, WHOSE ADDRESS IS 1100 VIRGINIA DR, FORT WASHINGTON, PA, 19034-3200, (ASSIGNOR)**, by these presents does convey, grant, assign, transfer and set over the described Deed of Trust, without recourse, representation or warranty, together with all rights, title and interest secured thereby, all liens, and any rights due or to become due thereon to **GREEN TREE SERVICING LLC, WHOSE ADDRESS IS 7360 SOUTH KYRENE RD, T314, TEMPE, AZ 85283 (800)643-0202, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE)**.

Said Deed of Trust made by **EDUARDO E. VALLEJO AND MARIA LUISA VALLEJO AND EDUARDO VALLEJO AND CIELO G. VALLEJO** and recorded on 11/22/2004 as Instrument # 04 3020633, in Book , Page in the office of the LOS ANGELES County Recorder, CA.

IN WITNESS WHEREOF, this Assignment is executed **this 16th day of May in the year 2013**
GMAC MORTGAGE, LLC, by **GREEN TREE SERVICING LLC, its Attorney-in-Fact**



JESSICA SHEETZ
VICE PRESIDENT

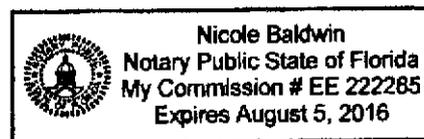
ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 16th day of May in the year 2013, by Jessica Sheetz as VICE PRESIDENT for GREEN TREE SERVICING LLC as Attorney-in-Fact for GMAC MORTGAGE, LLC, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.



NICOLE BALDWIN - NOTARY PUBLIC
COMM EXPIRES: 08/05/2016



Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
GTGMA 19865669 FNMA GMAC 2013 T161305-1410 EFRMCA1



EXHIBIT “J”

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California

02/10/17 AT 08:40AM

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PAID:	18.00



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DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED



Recording Prepared and Requested by: M. E. Wileman

PLEASE FORWARD RECORDED DOCUMENT TO:
U.S. BANK TRUST, N.A., AS TRUSTEE FOR
LSF9 MASTER PARTICIPATION TRUST
c/o M. E. Wileman
2860 Exchange Blvd. # 100
Southlake, TX 76092

Assignment of Deed of Trust

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, DITECH FINANCIAL LLC FKA GREEN TREE SERVICING LLC SOMETIMES KNOWN AS GREEN TREE SERVICES LLC 1100 Landmark Towers, 345 St. Peter Street, St. Paul, MN 55102 (Assignor) by these presents does assign and set over, without recourse, to U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST 13801 Wireless Way, Oklahoma City, OK 73134 (Assignee) the described deed of trust with all interest, all liens, any rights due or to become due thereon, executed by EDUARDO E VALLEJO AND MARIA LUISA VALLEJO, HUSBAND AND WIFE AS JOINT TENANTS, AND EDUARDO VALLEJO AND CIELO G VALLEJO, HUSBAND AND WIFE, AS JOINT TENANTS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBA DITECH COM ITS SUCCESSORS AND ASSIGNS. Trustee: EXECUTIVE TRUSTEE SERVICES, INC Said deed of trust Dated: 11/10/2004 is recorded in the State of CA, County of Los Angeles on 11/22/2004, Document 04 3020633 AMOUNT: \$ 315,000.00 Property Address: 508 NORTH CALIFORNIA STREET, BURBANK, CA 91505

IN WITNESS WHEREOF, the undersigned corporation/trust has caused this instrument to be executed as a sealed instrument by its proper officer. Executed on: January 31, 2017
DITECH FINANCIAL LLC FKA GREEN TREE SERVICING LLC SOMETIMES KNOWN AS GREEN TREE SERVICES LLC By Caliber Home Loans, Inc. Its Attorney in Fact

By: 

Connie M. Riggsby, Vice President

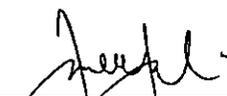


VALLEJO OFG8 *17004509*

State of Texas, County of Tarrant

Before me, Janell Junkin, Notary Public, personally appeared, Connie M. Riggsby, Vice President known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office on 01/31/2017.





Notary public, Janell Junkin
My commission expires: August 19, 2019

EXHIBIT “K”

EXHIBIT A

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0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

05/22/20 AT 08:00AM

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OTHER:	0.00
SB2:	75.00
PAID:	98.00



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SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

3261240

Recording Requested by Simplifile

Prepared By and Return To:
Maged Farag
Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

Space above for Recorder's use

Loan No: 3261240



11673349

ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST**, whose address is **13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134**, (ASSIGNOR), does hereby grant, assign and transfer to **DLJ MORTGAGE CAPITAL, INC.**, whose address is **11 MADISON AVENUE 4TH FLOOR, NEW YORK, NY 10010**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain deed of trust, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

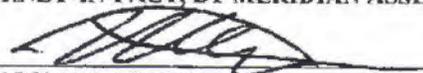
Date of Deed of Trust: **11/10/2004**
Original Loan Amount: **\$315,000.00**
Executed by (Borrower(s)): **EDUARDO E. VALLEJO & MARIA LUISA VALLEJO & EDUARDO VALLEJO & CIELO G. VALLEJO**
Original Trustee: **EXECUTIVE TRUSTEE SERVICES, INC.**
Original Beneficiary: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBA DITECH.COM, ITS SUCCESSORS AND ASSIGNS**
Filed of Record: In Book **N/A**, Page **N/A**
Document/Instrument No: **04 3020633** in the Recording District of **LOS ANGELES, CA**, Recorded on **11/22/2004**.

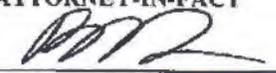
Property more commonly described as: **508 NORTH CALIFORNIA STREET, BURBANK, CALIFORNIA 91505**

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: **4/24/2020**

U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST, BY CALIBER HOME LOANS, INC., ITS ATTORNEY-IN-FACT, BY MERIDIAN ASSET SERVICES, LLC, ITS ATTORNEY-IN-FACT


By: **MARK WATERMAN**
Title: **VICE PRESIDENT**

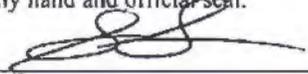

Witness Name: **BRIANNA DAVIAU**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **FLORIDA**
County of **PINELLAS**

On 4/24/2020, before me, **BARBARA BAKA**, a Notary Public, personally appeared **MARK WATERMAN, VICE PRESIDENT** of/for **MERIDIAN ASSET SERVICES, LLC, AS ATTORNEY-IN-FACT FOR CALIBER HOME LOANS, INC., AS ATTORNEY-IN-FACT FOR U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST**, personally known to me 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 **FLORIDA** that the foregoing paragraph is true and correct. I further certify the foregoing instrument was acknowledged before me by means of physical presence or online notarization and that **MARK WATERMAN**, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.



(Notary Name): **BARBARA BAKA**
My commission expires: **2/26/2024**

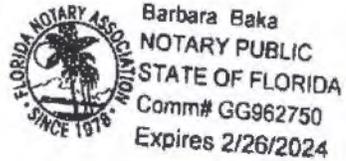


EXHIBIT “L”

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Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/15/20 AT 08:00AM

FEES:	23.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	98.00



LEADSHEET



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SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

Recording Requested By:
Richmond Monroe Group

When Recorded Mail To:
Jeff Prose
Richmond Monroe Group
82 Jim Linegar Ln
Branson West, MO, 65737
(417) 447-2931



CORPORATE ASSIGNMENT OF DEED OF TRUST

TS Ref #: 0009220000045364
CA/LOS ANGELES

Assignment Prepared on: August 27, 2020

For Value Received, **DLJ MORTGAGE CAPITAL, INC. BY SELECT PORTFOLIO SERVICING, INC. ITS ATTORNEY IN FACT**, whose address is C/O SELECT PORTFOLIO SERVICING, INC., 3217 S. DECKER LAKE DRIVE, SALT LAKE CITY, UT, 84119 (**herein "Assignor"**) hereby grant, sell, assign, transfer and convey to **CSMC 2019-RPL10 TRUST**, whose address is C/O SELECT PORTFOLIO SERVICING, INC., 3217 S. DECKER LAKE DRIVE, SALT LAKE CITY, UT, 84119 (**herein "Assignee"**) all interest under that certain Deed of Trust Dated: 11/10/2004, in the amount of \$315,000.00, executed by EDUARDO E. VALLEJO AND MARIA LUISA VALLEJO, HUSBAND AND WIFE AS JOINT TENANTS, AND EDUARDO VALLEJO AND CIELO G. VALLEJO, HUSBAND AND WIFE, AS JOINT TENANTS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBA DITECH.COM ITS SUCCESSIONS AND ASSIGNS and Recorded: 11/22/2004, Instrument #: 04 3020633 in LOS ANGELES County, State of California and all rights accrued or to accrue under said Deed of Trust.

Property Address: 508 NORTH CALIFORNIA STREET, BURBANK, CA, 91505

DLJ MORTGAGE CAPITAL, INC. BY SELECT PORTFOLIO SERVICING, INC. ITS ATTORNEY IN FACT

On: SEP 02 2020

By: *Lorena Medina*

Name: Lorena Medina
Document Control Officer

Title: _____



State of UTAH
County of SALT LAKE

On SEP 02 2020, before me, Vicky Padilla, a Notary Public in and for SALT LAKE in the State of UTAH, personally appeared Lorena Medina, ****Document Control Officer**

DLJ MORTGAGE CAPITAL, INC. BY SELECT PORTFOLIO SERVICING, INC. ITS ATTORNEY IN FACT, 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, and that by his/her/their signature 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,

Vicky Padilla
Vicky Padilla

693750

Notary Expires: FEB 27 2021 / #: _____

CA/LOS ANGELES

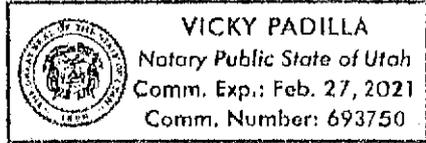


EXHIBIT “M”

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Ditech Financial LLC
7360 S. KYRENE ROAD
MAIL STOP T111
TEMPE, AZ 85283

APN: 2483-003-030

TS No: CA05001562-15-1

TO No: 150286215-CA-VOI

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to **Federal National Mortgage Association** all beneficial interest under that certain Deed of Trust dated as of November 10, 2004, executed by EDUARDO E. VALLEJO AND MARIA LUISA VALLEJO, HUSBAND AND WIFE AS JOINT TENANTS AND EDUARDO VALLEJO AND CIELO G. VALLEJO, HUSBAND AND WIFE, AS JOINT TENANTS as Trustor(s), to EXECUTIVE TRUSTEE SERVICES, INC. as Trustee and recorded on November 22, 2004 as Instrument No. 04-3020633 of official records in the Office of the Recorder of Los Angeles County, California.

All rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property more commonly known as **508 NORTH CALIFORNIA ST, BURBANK, CA 91505**- and more fully described in said Deed of Trust.

Dated: June 20, 2016

Ditech Financial LLC FKA Green Tree Servicing LLC

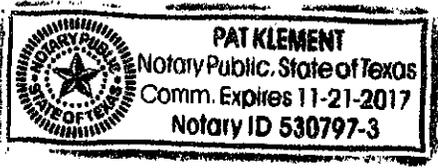


By: **Tiffany Chambers**

Assistant Vice President

State of Texas
County of Dallas

Before me, Pat Klement, on this day personally appeared Tiffany Chambers, known to me (or proved to me on the oath of PERSONALLY KNOWN or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 20 day of June, 2016.




Notary Public's Signature PAT KLEMENT

EXHIBIT “N”



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

APN: 2483-003-030

TS No: CA05001562-15-1

TO No: 150286215-CA-VOI

SUBSTITUTION OF TRUSTEE

WHEREAS, EDUARDO E. VALLEJO AND MARIA LUISA VALLEJO, HUSBAND AND WIFE AS JOINT TENANTS AND EDUARDO VALLEJO AND CIELO G. VALLEJO, HUSBAND AND WIFE, AS JOINT TENANTS was the original Trustor(s), EXECUTIVE TRUSTEE SERVICES, INC. was the original Trustee and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for GMAC MORTGAGE CORPORATION DBA DITECH.COM was the original Beneficiary under that certain Deed of Trust dated November 10, 2004 and recorded on November 22, 2004 as Instrument No. 04-3020633 of official records in the Office of the Recorder of Los Angeles County, California;

WHEREAS, the undersigned current Beneficiary, desires to substitute a new Trustee under said Deed of Trust in place of and instead of said original Trustee, or Successor Trustee, thereunder in the manner in said Deed of Trust provided;

NOW THEREFORE, Ditech Financial LLC FKA Green Tree Servicing LLC hereby substitutes MTC Financial Inc. dba Trustee Corps, whose address is 17100 Gillette Ave, Irvine, CA 92614, as Trustee under said Deed of Trust.

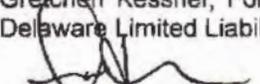
Dated: 11/9/2015

Ditech Financial LLC FKA Green Tree Servicing LLC


By: Gretchen Kessner, Foreclosure Supervisor

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 9 day of November, 2015 by Gretchen Kessner, Foreclosure Supervisor of Ditech Financial LLC FKA Green Tree Servicing LLC, a Delaware Limited Liability Company, on behalf of the Company.


Notary for State of Arizona
32424
Commission expires: 5/2/17

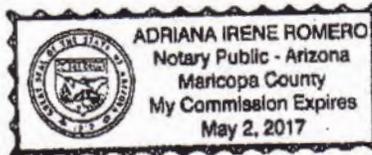


EXHIBIT “O”

Josphe Esquivel

From: Ed Vallejo <eevallejo@yahoo.com>
Sent: Saturday, April 2, 2022 11:27 AM
To: Josphe Esquivel
Subject: Fw: Vallejo v. U.S. Bank, et al
Attachments: FNMALETTER1-3-19.pdf

FYI

----- Forwarded Message -----

From: Ed Vallejo <eevallejo@yahoo.com>
To: Kerry W. Franich <kwf@severson.com>
Cc: audited_financial@fanniemae.com <audited_financial@fanniemae.com>; benjamin_perlman@fanniemae.com <benjamin_perlman@fanniemae.com>; timothy_mayopoulos@fanniemae.com <timothy_mayopoulos@fanniemae.com>; zach_oppenheimer@fanniemae.com <zach_oppenheimer@fanniemae.com>; FIMS Support <fims_admin@fanniemae.com>; Nancy Norris <nancy.norris@fanniemae.com>; Nancy Norris <nancy_norris@fanniemae.com>; Olivera Brown <olivera_brown@fanniemae.com>; Resource Center <resource_center@fanniemae.com>; Sundra James <cpm_inquiry_management@fanniemae.com>; Leo Blas <leoblas@gmail.com>
Sent: Thursday, October 3, 2019, 06:45:19 AM PDT
Subject: Re: Vallejo v. U.S. Bank, et al

Dear Sirs:

For the upcoming hearing I need a copy of all documents held by Fannie Mae regarding the purchase of my loan in 2005.

Thank you and I await your reply.

Mr. Eduardo Vallejo
508 North California Street
Burbank, CA 91505

Encl./ Evidence of ownership by Fannie Mae

On Tuesday, October 16, 2018, 09:49:37 AM PDT, Kerry W. Franich <kwf@severson.com> wrote:

Mr. Vallejo,

Fannie Mae acquired your loan on January 1, 2005.



Kerry W. Franich
Attorney
The Atrium, 19100 Von Karman Ave.
Suite 700 Irvine, CA 92612
Main: (949) 442-7110 Direct: (949) 225-7971
Email: kwf@severson.com www.severson.com

This message, and any derivative transmission, may contain privileged and/or confidential information. If you are not the intended recipient, do not use, rely on, disseminate, or copy this material. If you received this transmission in error, please immediately notify the sender and delete the transmission.

From: Ed Vallejo [mailto:eevallejo@yahoo.com]
Sent: Monday, October 15, 2018 3:25 PM
To: Kerry W. Franich
Subject: Re: Vallejo v. U.S. Bank

Dear Sirs,

Thank you so much for your prompt reply.

For the BAP we simply require the date FNMA purchased my note.

We await your reply.

Eduardo Vallejo
508 North California Street
Burbank, CA 91505
Cell: 1 (818) 415-5633

FNMA LOAN NUMBER : 169749853

On Monday, October 15, 2018, 3:17:26 PM PDT, Kerry W. Franich <kwf@severson.com> wrote:

Mr. Vallejo,

Please see the attached correspondence.

Best,



This message, and any derivative transmission, may contain privileged and/or confidential information. If you are not the intended recipient, do not use, rely on, disseminate, or copy this material. If you received this transmission in error, please immediately notify the sender and delete the transmission.

EXHIBIT D

Severson & Werson

A Professional Corporation

Kerry W. Franich
Attorney
Direct Line: (949) 225-7971
kwf@severson.com

The Atrium
19100 Von Karman Avenue, Suite 700
Irvine, CA 92612
Telephone: (949) 442-7110
Facsimile: (949) 442-7118

January 3, 2019

Sent Via U.S. Mail

Mr. Edward Vallejo
508 North California Street
Burbank, CA 91505

Re: *Vallejo v. U.S. Bank et al.*, No. 18-60060

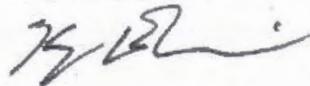
Dear Mr. Vallejo:

Pursuant to your request, this letter shall confirm that Fannie Mae acquired your loan on January 1, 2005.

Also, we understand that on December 17, 2018 you sent email correspondence directly to Fannie Mae. As we explained in our October 15, 2018 cease and desist letter, our firm has been retained to represent Fannie Mae and *any* communication you wish to send to Fannie Mae must proceed through our office. Our office is not authorized to accept service of any documents on Fannie Mae's behalf, but should you wish to communicate with Fannie Mae in the future, please ensure that you direct those communications to my office and *not* to Fannie Mae directly.

Thank you for your courtesy and cooperation in regard to this matter.

Very truly yours,



Kerry W. Franich

EXHIBIT “P”

\$650,000,000



Guaranteed REMIC Pass-Through Certificates
Fannie Mae REMIC Trust 2004-99

The Certificates

We, the Federal National Mortgage Association (Fannie Mae), will issue the classes of certificates listed in the chart on this page.

Payments to Certificateholders

We will make monthly payments on the certificates. You, the investor, will receive

- interest accrued on the balance of your certificate (except in the case of the accrual class), and
- principal to the extent available for payment on your class.

We may pay principal at rates that vary from time to time. We may not pay principal to certain classes for long periods of time.

The Fannie Mae Guaranty

We will guarantee that required payments of principal and interest on the certificates are distributed to investors on time.

The Trust and its Assets

The trust will own Fannie Mae MBS.

The mortgage loans underlying the Fannie Mae MBS are first lien, single-family, fixed-rate loans.

Class	Group	Original Class Balance	Principal Type	Interest Rate	Interest Type	CUSIP Number	Final Distribution Date
AO	1	\$292,959,000	PAC	5.5%	FIX	31394BN34	January 2034
FJ(1)	1	27,541,000(2)	NTL	(3)	FLT/IO	31394BN42	January 2035
TJ(1)	1	27,541,000(2)	NTL	(3)	INV/IO	31394BN59	January 2035
EN(1)	1	27,541,000	PAC	(4)	PO	31394BN67	January 2035
NF(1)	1	13,860,000	PAC	(3)	FLT	31394BN75	January 2035
NS(1)	1	13,860,000(2)	NTL	(3)	INV/IO	31394BN83	January 2035
ND	1	55,440,000	PAC	5.0	FIX	31394BN91	January 2035
NE	1	37,785,000	SUP	5.5	FIX	31394BP24	July 2034
NG	1	17,612,000	SUP	5.5	FIX	31394BP32	December 2034
NH	1	4,803,000	SUP	5.5	FIX	31394BP40	January 2035
PA	2	123,217,000	PAC	5.5	FIX	31394BP57	January 2034
FI(1)	2	12,210,000(2)	NTL	(3)	FLT/IO	31394BP65	January 2035
TI(1)	2	12,210,000(2)	NTL	(3)	INV/IO	31394BP73	January 2035
EP(1)	2	12,210,000	PAC	(4)	PO	31394BP81	January 2035
CY	2	17,636,320	PAC/AD	5.0	FIX	31394BP99	January 2035
CF(1)	2	4,409,080	PAC/AD	(3)	FLT	31394BQ23	January 2035
CS(1)	2	4,409,080(2)	NTL	(3)	INV/IO	31394BQ31	January 2035
CZ	2	2,337,000	PAC	5.5	FIX/Z	31394BQ49	January 2035
CA	2	35,874,000	SUP	5.5	FIX	31394BQ56	November 2034
CB	2	2,425,000	SUP	5.5	FIX	31394BQ64	December 2034
CD	2	1,891,600	SUP	5.5	FIX	31394BQ72	January 2035
R		0	NPR	0	NPR	31394BQ80	January 2035
RL		0	NPR	0	NPR	31394BQ98	January 2035

(1) Exchangeable classes. (3) Based on LIBOR.
(2) Notional balances. These classes are interest only classes. (4) Principal only classes.

If you own certificates of certain classes, you can exchange them for the corresponding RCR certificates to be issued at the time of the exchange. The NB, PB, FA and SA Classes are the RCR classes, as further described in this prospectus supplement.

The dealer will offer the certificates from time to time in negotiated transactions at varying prices. We expect the settlement date to be December 30, 2004.

Carefully consider the risk factors starting on page S-9 of this prospectus supplement and on page 10 of the REMIC prospectus. Unless you understand and are able to tolerate these risks, you should not invest in the certificates.

You should read the REMIC prospectus as well as this prospectus supplement.

The certificates, together with interest thereon, are not guaranteed by the United States and do not constitute a debt or obligation of the United States or any agency or instrumentality thereof other than Fannie Mae.

The certificates are exempt from registration under the Securities Act of 1933 and are "exempted securities" under the Securities Exchange Act of 1934.



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AVAILABLE INFORMATION

You should purchase the certificates only if you have read and understood this prospectus supplement and the following documents (the “Disclosure Documents”):

- our Prospectus for Fannie Mae Guaranteed REMIC Pass-Through Certificates dated May 1, 2002 (the “REMIC Prospectus”);
- our Prospectus for Fannie Mae Guaranteed Mortgage Pass-Through Certificates (Single-Family Residential Mortgage Loans) dated July 1, 2004 (the “MBS Prospectus”); and
- any information incorporated by reference in this prospectus supplement as discussed below under the heading “Incorporation by Reference.”

You can obtain copies of the Disclosure Documents by writing or calling us at:

Fannie Mae
MBS Helpline
3900 Wisconsin Avenue, N.W., Area 2H-3S
Washington, D.C. 20016
(telephone 1-800-237-8627).

In addition, the Disclosure Documents, together with the class factors, are available on our corporate Web site at www.fanniemae.com.

You also can obtain copies of the Disclosure Documents by writing or calling the dealer at:

Citigroup Global Markets Inc.
Prospectus Department
Brooklyn Army Terminal
140 58th Street, Suite 8-G
Brooklyn, New York 11220
(telephone 718-765-6732)

INCORPORATION BY REFERENCE

In this prospectus supplement, we are incorporating by reference the MBS Prospectus described above. In addition, we are incorporating by reference the documents listed below. This means that we are disclosing information to you by referring you to these documents. These documents are considered part of this prospectus supplement, so you should read this prospectus supplement, and any applicable supplements or amendments, together with these documents.

You should rely only on the information provided or incorporated by reference in this prospectus supplement, the REMIC Prospectus, the MBS Prospectus and any applicable supplements or amendments.

We incorporate by reference the following documents we have filed, or may file, with the Securities and Exchange Commission (“SEC”):

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2003 (“Form 10-K”);
- all other reports we have filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year covered by the Form 10-K until the date of this prospectus supplement, excluding any information “furnished” to the SEC on Form 8-K; and
- all proxy statements that we file with the SEC and all documents that we file with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 subsequent to the date of this prospectus supplement and prior to the completion of the offering of the certificates, excluding any information we “furnish” to the SEC on Form 8-K.

Any information incorporated by reference in this prospectus supplement is deemed to be modified or superseded for purposes of this prospectus supplement to the extent information contained or incorporated by reference in this prospectus supplement modifies or supersedes such information. In such case, the information will constitute a part of this prospectus supplement only as so modified or superseded.

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You can obtain copies of the periodic reports we file with the SEC without charge by calling or writing our Office of Investor Relations, Fannie Mae, 3900 Wisconsin Avenue, NW, Washington, DC 20016, telephone: (202) 752-7115. The periodic and current reports that we file with the SEC are also available on our Web site. Information appearing on our Web site is not incorporated in this prospectus supplement except as specifically stated in this prospectus supplement.

In addition, you may read our SEC filings and other information about Fannie Mae at the offices of the New York Stock Exchange, the Chicago Stock Exchange and the Pacific Exchange. Our SEC filings are also available at the SEC's Web site at www.sec.gov. You also may read and copy any document we file with the SEC by visiting the SEC's Public Reference Room at 450 Fifth Street, NW, Washington, DC 20549. Please call the SEC at 1-800-SEC-0330 for further information about the operation of the Public Reference Room. We are providing the address of the SEC's internet site solely for the information of prospective investors. Information appearing on the SEC's Web site is not incorporated in this prospectus supplement except as specifically stated in this prospectus supplement.

RECENT DEVELOPMENTS

On December 21, 2004, our Board of Directors announced the retirement of Chairman and Chief Executive Officer Franklin D. Raines and the resignation of Vice Chairman and Chief Financial Officer J. Timothy Howard. A member of our Board of Directors (the "Board"), Stephen B. Ashley, will become the non-executive chairman of the Board, Vice Chairman and Chief Operating Officer Daniel H. Mudd will serve as interim chief executive officer, and Executive Vice President Robert Levin will serve as interim chief financial officer. The Board further announced that the audit committee of the Board dismissed KPMG LLP as the company's independent auditor and has initiated a search for a new independent auditor.

On December 21, 2004, the Office of Federal Housing Enterprise Oversight ("OFHEO") issued a letter (the "Letter") to our Board stating that we were significantly undercapitalized at September 30, 2004. In accordance with the provisions of the Federal Housing Enterprise Financial Safety and Soundness Act of 1992, we must submit a capital restoration plan proposal to OFHEO for review and approval, and we are prohibited from making any capital distribution that would result in Fannie Mae being reclassified as critically undercapitalized. In addition, even if a capital distribution would not cause the company to become critically undercapitalized, we are prohibited from making the capital distribution unless OFHEO provides prior approval of the distribution after it finds that the distribution (i) will enhance the ability of the company to meet its capital requirements promptly; (ii) will contribute to long term safety and soundness; or (iii) is otherwise in the public interest. The Letter further states that the reclassification to significantly undercapitalized may lead to structural changes and restrictions on growth as well as OFHEO directives to terminate or modify any business activities that pose excessive risk.

On December 15, 2004, the Office of the Chief Accountant of the Securities and Exchange Commission (the "SEC") issued a statement (the "Statement") regarding a review of certain accounting issues relating to Fannie Mae, including determinations by the SEC that Fannie Mae should (i) restate its financial statements to eliminate the use of hedge accounting, (ii) evaluate the accounting under Financial Accounting Standard No. 91, *Accounting for Nonrefundable Fees and Costs Associated with Originating or Acquiring Loans and Initial Direct Costs of Leases* ("FAS 91") and restate its financial statements filed with the SEC if the amounts required for correction are

material, and (iii) re-evaluate the information prepared under generally accepted accounting principles (“GAAP”) and non-GAAP information that we previously provided to investors. On December 16, 2004, we filed a Current Report on Form 8-K with the SEC that includes a copy of the Statement.

On November 15, 2004, we filed a Form 12b-25 with the SEC stating that we were not able to file our Form 10-Q for the September 30, 2004 quarter by the November 15, 2004 due date. We included an announcement about the Form 12b-25 as an exhibit to a Form 8-K that we filed with the SEC on November 16, 2004.

On September 20, 2004, OFHEO delivered its report to Fannie Mae’s Board of Directors of its findings to date of the agency’s special examination. Among other matters, the OFHEO report raises a number of questions and concerns about our accounting policies and practices with respect to FAS 91 and Financial Accounting Standard No. 133, *Accounting for Derivative Instruments and Hedging Activities*.

Forms 8-K that we file with the SEC prior to the completion of the offering of the certificates are incorporated by reference in this prospectus supplement. This means that we are disclosing information to you by referring you to those documents. You should refer to the heading “Incorporation by Reference” above for further details on the information that we incorporate by reference in this prospectus supplement and where to find it.

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EXHIBIT 9



November 25, 2019

Eduardo Vallejo
c/o Matthew D. Resnik

[REDACTED]

Sent via electronic upload to the CFPB portal

Re: Caliber Loan Number: [REDACTED]

CFPB Case Number: [REDACTED]
Property Address: [REDACTED]

Dear Mr. Vallejo:

We are in receipt of the complaint that you filed with the Consumer Financial Protection Bureau ("CFPB") with the above-referenced case number. Caliber Home Loans, Inc. ("Caliber") has addressed all of the issues you raised in this complaint in its prior correspondence.

Caliber and U.S. Bank Trust's Rights to Enforce the Deed of Trust and Note

Your loan originated on November 10, 2004, with a principal balance of \$315,000. The original lender was GMAC Mortgage Corporation DBA ditech.com. The Note is secured by a Deed of Trust that was recorded against the property located at 508 North California Street, Burbank, California 91505. Your loan was later assigned to Fannie Mae (i.e. FNMA). As Caliber advised many times, U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust ("U.S. Bank Trust") acquired your loan from Fannie Mae on October 25, 2016. Enclosed please find the Notice of Sale of Ownership of Mortgage Loan.

Caliber would also like to remind you that on July 11, 2019, you entered into a loan modification agreement wherein you reaffirmed the validity of the Deed of Trust and Note. Please see Section 4(D) of the enclosed Loan Modification Agreement. Thus, Caliber and U.S. Bank Trust have the right to enforce the Note and Deed of Trust, and any attempt to challenge Caliber's right to enforce lacks merit.

Payment History

You claim that you "have paid it [the loan] off many times over." Your loan has not been paid in full. Enclosed please find the payment history for the life of your loan as well as the Mortgage Statement dated November 1, 2019. Please be advised that the Mortgage Statement is for informational and compliance purposes only. It is not an attempt to collect a debt against you.



Eduardo Vallejo

CFPB Case Number: [REDACTED]

11/25/19

Page 2 of 2

You also claim that Caliber has refused to provide you with the payment history. This is again incorrect, as Caliber provided you with the payment history on April 12, 2019 and again on April 16, 2019. Enclosed please find the correspondence from Caliber's counsel.

Should you have a different or a new concern regarding Caliber's servicing of the loan, please contact our Single Point of Contact ("SPOC") Department at 1-800-401-6587.

Sincerely,

[REDACTED]

Felicia Gamble

Vice President

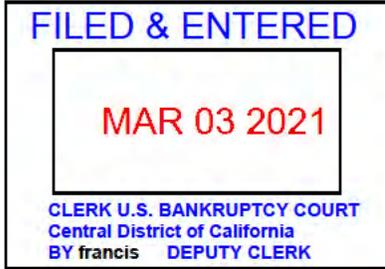
Customer Advocacy and Response Team

Enclosure(s)

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EXHIBIT 10

1 LOCKE LORD LLP
Regina J. McClendon (SBN 184669)
2 rmccclendon@lockelord.com
Meagan S. Tom (SBN 273489)
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7 Attorneys for Defendants
U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust and Caliber Home Loans, Inc.

8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 LOS ANGELES DIVISION

11 In Re:) CASE NO.: [REDACTED]
12) Adversary No.: 2:20-ap-01648-SK
13 EDUARDO ENRIQUE VALLEJO,)
14 Debtor.) Chapter 13
15 EDUARDO ENRIQUE VALLEJO,) **ORDER GRANTING MOTION TO**
16 Plaintiff,) **DECLARE PLAINTIFF A VEXATIOUS**
17 v.) **LITIGANT**
18 U.S. BANK TRUST, N.A., et al.,) Date: February 24, 2021
19 Defendants.) Time: 9:00 a.m.
20) Ctrm: 1575
21)
22)
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21 U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust (“LSF9 Trust”) and Caliber Home Loans, Inc. (“Caliber,” and, together with LSF9 Trust, “LSF9 Trust/Caliber”)’s motion to deem Plaintiff Eduardo Enrique Vallejo (“Vallejo”) a vexatious litigant (Dkt. 87) came on for hearing on February 24, 2021 at 9:00 a.m. Vallejo appeared *pro se*. Meagan S. Tom of Locke Lord LLP appeared on behalf of LSF9 Trust/Caliber. Cathy K. Robinson appeared on behalf of Select Portfolio Servicing, Inc. (“SPS”) and CSMC 2019-RPL10 Trust (“CSMC,” and, together with SPS, “CSMC/SPS”).

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San Francisco, CA 94104

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1 The Court, having considered the papers filed by the parties, the arguments at hearing,
2 the pleadings on file with the Court, and for the reasons set forth on the record and in the
3 Court’s Memorandum of Decision on “Motion to Declare Plaintiff a Vexatious Litigant,”
4 Docket #87, filed by U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust
5 and Caliber Home Loans, Inc. (Dkt. 166), the Court rules as follows:

6 1. The LSF9 Trust’s/Caliber’s motion is GRANTED.

7 2. Plaintiff Eduardo Enrique Vallejo is declared a vexatious litigant.

8 3. Vallejo is required to obtain leave of this Court before filing any pleading in
9 bankruptcy case no. [REDACTED], adversary case no. [REDACTED], or any future
10 bankruptcy case or adversary proceeding that Vallejo files that is assigned to this Court in
11 which he addresses, raises, or challenges:

12 a. The LSF9 Trust’s/Caliber’s standing at the time of the Motion for Relief
13 from the Automatic Stay Under 11 U.S.C. § 362 filed in *In re: Eduardo Enrique Vallejo*, 16-
14 bk-16833-SK on December 12, 2017 at Dkt. 49 (“RFS Motion”) or

15 b. argues that his payments were misapplied before the LSF9 Trust/Caliber
16 filed the RFS Motion.¹

17 4. In support of any pleading in which Vallejo addresses or raises the LSF9
18 Trust’s/Caliber’s standing at the time the RFS Motion was filed or argues that his payments
19 were misapplied before the LSF9 Trust/Caliber filed the RFS Motion, Vallejo will be
20 required to submit an affidavit, verifying under penalty of perjury, that the matters alleged in
21 his proposed pleading are not frivolous and have not been previously raised.

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28 ¹ This restriction will apply to any filings in which Vallejo challenges CSMC’s/SPS’s or any other party’s standing on
the basis that the LSF9 Trust/Caliber purportedly lacked standing when they filed the RFS Motion.

PROOF OF SERVICE

1
2 **STATE OF CALIFORNIA**)
3) ss
4 **COUNTY OF ORANGE**)

5 I am over the age of eighteen years and not a party to the within entitled action; my business
6 address [REDACTED]

7 On the date set forth below, I served the within entitled document: OMNIBUS OPPOSITION
8 TO DEMURRERS TO FIRST AMENDED VERIFIED COMPLAINT on the interested party by the
9 method of service indicated below, and addressed as follows:

NAME & ADDRESS OF ATTORNEY	PHONE NUMBER/ EMAIL/ FAX	ATTORNEY FOR
10 WRIGHT, FINLAY & ZAK, LLP [REDACTED] [REDACTED]	[REDACTED]	SELECT PORTFOLIO SERVICING, INC.
12 SEVERSON & WERSON [REDACTED] [REDACTED]	13 Telephone: [REDACTED] Facsimile: [REDACTED] [REDACTED]	FEDERAL NATIONAL MORTGAGE ASSOCIATION
14	15	16

17 **BY ELECTRONIC MAIL:** I sent the above documents to the above indicated electronic
18 mail address(es) on the date indicated below.

19
20 I declare under penalty of perjury under the laws of the State of California that the above is
21 true and correct.

22 Date: April 7, 2022

23 By: [REDACTED]
24 _____
25 Jesse J. Thaler
26
27
28

THALER LAW
HUNTINGTON BEACH