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COUNSEL FOR STATE OF MONTANA

BEFORE THE MONTANA DEPARTMENT OF ADMINISTRATION,
DIVISION OF BANKING AND FINANCIAL INSTITUTIONS

In the matter of WEST H&A, LLC, a Delaware limited liability company; WARRANTED EFFECTUATION OF SUBSTITUTE TRANSFEREE, INC., a Delaware corporation; WESTWOOD LEGAL, a California corporation; BLG PC NATIONAL BY BRIGHTON LEGAL GROUP, INC., a Delaware corporation; DEUTSCHE MELLON NATIONAL ASSET, LLC, a Wyoming limited liability company; PATRICK SORIA, an individual; LINO MEDELLIN, an individual; CHRISTOPHER SULLIVAN, an individual; AMANDA J. BEREN, an individual; TAMYRA WHITE, an individual; M C JACKSON, an individual; JIMMY SWINDER, an individual; CHRISTIAN ANTHONY SORIA, an individual; and FRANCISCO MARTINEZ, an individual,

Respondents.

Case No. M2019-77

**NOTICE OF VIOLATION,
PROPOSED AGENCY ACTION,
TEMPORARY CEASE AND
DESIST ORDER, AND
OPPORTUNITY FOR
ADMINISTRATIVE HEARING**

The State of Montana, Department of Administration, Division of Banking and Financial Institutions (Division) pursuant to the authority granted by the Montana Mortgage Act (Act), Mont. Code Ann. § 32-9-101 et seq., hereby issues this Notice of Violation, Proposed Agency Action, Temporary Cease and Desist Order, and Opportunity for Administrative Hearing (Notice) against Respondents.

PARTIES, JURISDICTION, AND VENUE

1. The Division is the agency charged with licensing, examining, and regulating mortgage brokers, mortgage lenders, mortgage servicers, and mortgage loan originators.

2. Pursuant to Mont. Code Ann. § 32-9-142, the Division is authorized to bring this Temporary Cease and Desist Order against Respondents to prohibit any and all mortgage lending and servicing by Respondents in relation to real property located in Montana.

3. West H&A, LLC (Respondent West) is a limited liability company organized under the laws of Delaware. Records filed with the California Secretary of State identify two members of Respondent West; Patrick Soria with an address listed as 433 North Camden Drive, 6th Floor, Beverly Hills, CA 90210 and C. Anthony S., also known as Christian Anthony Soria, with an address listed as 433 North Camden Drive, 6th Floor #7, Beverly Hills, CA 90210. Respondent West currently does not have a registered agent in Delaware, California, or Montana. Respondent West is also known as West Holdings & Acquisitions, LLC.

4. Warranted Effectuation of Substitute Transferee, Inc. (Respondent Warranted) is a corporation organized under the laws of Delaware. The records filed with the California Secretary of State identify the Chief Executive Officer (CEO), Secretary, and Chief Financial Officer (CFO) of Respondent Warranted as M C Jackson with an address listed as 433 North Camden Drive, 4th Floor #114, Beverly Hills, CA 90210. Respondent Warranted currently does not have a registered agent in Delaware, California, or Montana.

5. Westwood Legal (Respondent Westwood) is a corporation organized under the laws of California. The records filed with the California Secretary of State identify the incorporator as Jimmy Swinder with an address listed as 10880 Wilshire Blvd., Suite 1101, Los Angeles, California 90024 and the CEO, Secretary, CFO, and Director as M. Jackson with an

address listed as 10880 Wilshire Blvd., Suite 1101, Los Angeles, California 90024. Respondent Westwood currently does not have a registered agent in California or Montana.

6. BLG PC National by Brighton Legal Group, Inc. (Respondent BLG) is a corporation organized under the laws of Delaware. The records filed with the California Secretary of State identify the CEO, Secretary, and CFO as Francisco Martinez with an address listed as 433 North Camden Drive, 6th Floor #7, Beverly Hills, CA 90210. Respondent BLG lists its registered agent in California as \$36 – Resident Agent, Inc., William Plummer, 1176 West 7th Street, Apartment 3, San Pedro, California 90731. However, the registered agent dissolved its corporation effective September 13, 2019. Respondent BLG currently does not have a registered agent in California, Delaware, or Montana.

7. Deutsche Mellon National Asset, LLC (Respondent Deutsche) is a limited liability company organized under the laws of Wyoming. The records filed with the Wyoming Secretary of State identifies the address listed as 412 North Main Street, Suite 100, Buffalo, Wyoming 82834 and the organizer as Amanda J. Beren with an address of 340 North Westlake Blvd. #210, Westlake Village, California 91362. The records filed with the California Secretary of State identifies the address of the principal office in California as 10940 Wilshire Blvd., Suite 1600, Los Angeles, California 90024 with the manager/member as Patrick Soria with an address listed as 433 North Camden Drive, 6th Floor, Beverly Hills, California 90210. Respondent Deutsche currently does not have a registered agent in California, Wyoming, or Montana.

8. Upon information and belief, Patrick Soria, who also goes by Patrick Spencer, (Respondent Soria) is an individual residing in/or conducting business in California. Respondent Soria is a member of Respondent West and Respondent Deutsche and acts as an agent for Respondent BLG.

9. Upon information and belief, Lino Medellin (Respondent Medellin) is an individual residing in/or conducting business in California. Respondent Medellin represented he/she was an agent for Quicken Loans, but he/she was not an agent of Quicken Loans (See Fact Assertions 28-29).

10. Upon information and belief, Christopher Sullivan (Respondent Sullivan) is an individual residing in/or conducting business in California. Respondent Sullivan represented he/she was an agent for Seterus, Inc, but he/she was not an agent of Seterus, Inc (See Fact Assertions 32-33).

11. Upon information and belief, Amanda J. Beren (Respondent Beren) is an individual residing in/or conducting business in California. Respondent Beren is a member of Respondent Deutsche and acts as an agent for Respondent Warranted, Respondent West, Respondent BLG, and Respondent Westwood.

12. Upon information and belief, Tamyra White (Respondent White) is an individual residing in/or conducting business in California. Respondent White acts as an agent for Respondent Deutsche (See Fact Assertions 34, 42).

13. Upon information and belief, M C Jackson, who also goes by M. Jackson, Michael Jackson, and Michael C. Jackson, (Respondent Jackson) is an individual residing in/or conducting business in California. Respondent Jackson is the CEO, Secretary, and CFO of Respondent Westwood and Respondent Warranted.

14. Upon information and belief, Jimmy Swinder (Respondent Swinder) is a member of the State Bar of California, whose bar number is 288934, and who resides in/or conducts business in California. Respondent Swinder is a member of Respondent Westwood.

15. Upon information and belief, Christian Anthony Soria, who also goes by C.

Anthony S., (Respondent Anthony) is an individual residing in/or conducting business in California. Respondent Anthony is a member and CEO of Respondent West.

16. Upon information and belief, Francisco Martinez (Respondent Martinez) is an individual residing in/or conducting business in California. Respondent Martinez is the CEO, Secretary, and CFO of Respondent BLG.

17. Pursuant to Mont. Code Ann. §§ 32-9-102, 32-9-130, 32-9-133, and 32-9-142, and Mont. R. Civ. P. 4(B), this administrative tribunal has personal jurisdiction over the Respondents because the Respondents are transacting business as mortgage servicers and mortgage lenders within Montana in relation to real property located in Montana.

18. For purposes of the Act, the Division is considered to have complied with the requirements of law concerning service of process upon sending this notice to the last known address of unlicensed persons doing business subject to the Act. Mont. Code Ann. § 32-9-128(3).

19. Pursuant to Mont. Code Ann. §§ 32-9-102, 32-9-130, 32-9-133 and 32-9-142, the Division has jurisdiction over the subject matter of this action and is authorized to bring this action against the Respondents for violations of the Act.

20. Venue is appropriate in the location set by the Division pursuant to Mont. Code Ann. § 2-4-611. If a hearing is requested, the Division will hold the hearing in Helena, Lewis and Clark County, Montana, where the Division's main office is located.

FACT ASSERTIONS

1. Upon information and belief, Respondents are acting as a mortgage lender and servicer in relation to real property located in Montana. As described in this Notice, Respondents have regularly engaged in the business of a mortgage lender or servicer with respect

to a residential mortgage loan, and Respondents are not licensed or registered under the provisions of the Act through the Nationwide Multistate Licensing System (NMLS) per Mont. Code Ann. § 32-9-102(1).

2. Respondents participated in a scheme to defraud Montana resident D.J. by acting in the capacity of a mortgage lender or servicer without a license.

3. Respondents are not licensed to engage in the business of mortgage lending or servicing in Montana.

4. On October 21, 2019, the Division received a complaint against Respondent West from Montana resident D.J.

5. On February 10, 2003, D.J. purchased a single-family home located in Bozeman, Montana (the Property).

6. On March 19, 2013, D.J. refinanced the mortgage on the Property with Quicken Loans Inc MML 5357 (Quicken).

7. On March 26, 2013, the loan was secured by a Deed of Trust filed in the Gallatin County Clerk and Recorder, Bozeman, Montana, instrument number 2444587.

8. On February 19, 2015, a Loan Modification Agreement between D.J. and Seterus, Inc., loan servicer for Quicken, was filed with the Gallatin County Clerk and Recorder, instrument number 2504253. This agreement amends and supplements the Deed of Trust, instrument number 2444587, filed with the Gallatin County Clerk and Recorder on March 25, 2013.

9. Based on the materials submitted with the complaint, it was apparent that the Respondents engaged in a mortgage scheme to defraud D.J. by representing themselves as a mortgage lender and servicer authorized to do business in Montana. In doing so, Respondent

West induced D.J. to enter into a mortgage with Respondent West and to begin remitting monthly payments to Respondent West while unknowingly defaulting on the mortgage with her real lender.

10. The acts committed by Respondents violated the Act.

11. Respondent West, Respondent Warranted, Respondent Westwood, Respondent Deutsche, and Respondent BLG are not exempt from licensure under Mont. Code Ann. § 32-9-104 because: 1) they are not an agency of the federal, state, tribal, or local government; or 2) a depository institution; or 3) a subsidiary that is wholly owned and controlled by a depository institution and regulated by a federal banking agency; or 4) an institution regulated by the farm credit administration; or 5) a bona fide not-for-profit entity.

12. Respondent Soria, Respondent Medellin, Respondent Sullivan, Respondent Beren, Respondent White, Respondent Jackson, Respondent Swinder, Respondent Anthony, and Respondent Martinez are not exempt from licensure under Mont. Code Ann. § 32-9-104 because they are not: 1) an employee of a federal, state, tribal, local government, or housing finance agency; or 2) registered as a mortgage loan originator; or 3) individuals who perform only administrative or clerical tasks at the direction of and subject to the supervision and instruction of an individual who is a licensed and registered mortgage loan originator; or 4) individuals who perform only administrative or clerical tasks at the direction of and subject to the supervision and instruction of an individual who is an employee of a federal, state, tribal, local government, or housing finance agency; or 5) individuals who perform only administrative or clerical tasks at the direction of and subject to the supervision and instruction of an individual who is an employee of a bona fide not-for-profit entity; or 6) employees of a bona fide not-for-profit entity; or 7) licensed as a real estate broker or salesperson in Montana; or 8) individuals regulated by the

commissioner of insurance of Montana; or 9) Montana-licensed attorneys; or 10) employees of a retailer of manufactured or modular homes.

13. D.J. defaulted on payments to Seterus, Inc. on January 1, 2015, resulting in a Notice of Trustee Sale filed with the Gallatin County Clerk and Recorder, instrument number 2532881, on December 14, 2015. The trustee's sale date was scheduled for April 18, 2016.

14. On April 15, 2016, a Cancellation of Notice of Trustee's Sale was filed with the Gallatin County Clerk and Recorder, instrument number 254282.

15. On October 28, 2016, a Notice of Trustee Sale was filed with the Gallatin County Clerk and Recorder, instrument number 2562048. The trustee's sale date was scheduled for March 7, 2017.

16. In late 2016, D.J. received a cold call from Respondent Westwood offering to refinance her defaulted loan with Quicken.

17. On December 20, 2016, a Cancellation of Notice of Trustee's Sale was filed with the Gallatin County Clerk and Recorder, instrument number 2566816.

18. On February 14, 2017, Respondent Westwood provided materials to D.J. to send a "qualified written request" (Exhibit A) to her current mortgage servicer, Seterus, Inc. The request was on Respondent Westwood's letterhead and instructed Seterus, Inc. to return the requested information to Respondent Westwood's address.

19. On March 15, 2017, a Notice of Trustee Sale was filed with the Gallatin County Clerk and Recorder, instrument number 2574550. The trustee's sale date was scheduled for July 28, 2017.

20. On May 10, 2017, D.J. sent a letter (Exhibit B) to Mackoff Kellogg Law Firm (Mackoff), Dickinson, North Dakota, on Respondent Westwood's letterhead. The letter,

provided and prepared by Westwood Legal, requested validation of alleged debt for loan number 23978846 within thirty days.

21. On May 18, 2017, Jason J. Henderson (Henderson), attorney with Mackoff, sent a letter (Exhibit C) to D.J.'s address in Bozeman, Montana, and to D.J. in care of Respondent Westwood acknowledging receipt of a letter dated May 10, 2017 and that a response and debt verification information would be provided as soon as possible. The date on the letter in Exhibit C does not accurately reflect the date of mailing. The envelopes provided indicate that the letter was actually mailed on May 18, 2017.

22. On May 23, 2017, Henderson sent a letter (Exhibit D) to D.J.'s address in Bozeman, Montana, and to D.J. in care of Respondent Westwood providing the information and documents requested in D.J.'s letter dated May 10, 2017.

23. On June 9, 2017, Respondent West provided a Master Note (Exhibit E) to D.J. for the Property. The Master Note listed the principal as \$207,242.00 at 4% APR. It listed the payee as Respondent West, and instructed that payments in the amount of \$866.14 were to be made to Respondent West at "433 N Camden Dr, 6th Floor, Beverly Hills, CA 90210 or electronically or at a different place if required by [Respondent West]". Monthly payments were to commence on July 1, 2017 and conclude on June 1, 2057.

24. On June 22, 2017, Respondent West filed a Mortgage Deed of Trust (Exhibit F) on the Property with the Gallatin County Clerk and Recorder, instrument number 2583495, identifying Respondent Warranted as the trustee stating it was "a separate corporation that is acting solely as Nominated Trustee and Substitute Trustee for Payee and Payee's Successors." The address provided for Respondent Warranted was "433 N Camden Dr, 4th Floor, Suite 114, Beverly Hills, CA 90210".

25. Respondent West did not remit payment to Quicken or Seterus, Inc. to pay off the loan.

26. On September 8, 2017, a Cancellation of Notice of Trustee Sale, instrument number 2592183, was filed with the Gallatin County Clerk and Recorder.

27. On October 4, 2017, an Assignment of Deed of Trust (Exhibit G) on the Property was filed with the Gallatin County Clerk and Recorder, instrument number 2594751, assigning the mortgage of the property held by Quicken to Respondent Deutsche.

28. The Assignment of Deed of Trust was signed by Respondent Medellin, representing him/herself as the "Capture Manager" for Quicken.

29. Respondent Medellin did not work for Quicken or Seterus, Inc., nor did he/she have the authority to act on their behalf.

30. The Assignment of Deed of Trust was also signed by Respondent Soria, who represented himself as an authorized signer for Respondent BLG, which was identified in the document as the Nominated Substitute Trustee-In-Fact for Quicken.

31. Neither Respondent Soria nor Respondent BLG were authorized to act on behalf of Quicken or Seterus, Inc.

32. The Assignment of Deed of Trust was also signed by Respondent Sullivan, who represented himself as the "Loan Administration Assistant Vice President" for Seterus, Inc., the Attorney-In-Fact for the Federal National Mortgage Association.

33. Respondent Sullivan did not work for Seterus, Inc. nor did he have authority to act on their behalf.

34. The Assignment of Deed of Trust was also signed by Respondent White, who represented herself as an authorized signer for Respondent Deutsch.

35. On October 14, 2017, D.J. mailed check number 2044 in the amount of \$2,718.42 to Respondent BLG (Exhibit H). The check was endorsed for deposit only into account [REDACTED] at JPMorgan Chase Bank, National Association in Texas.

36. On November 10, 2017, D.J. mailed check number 2049 in the amount of \$867.00 to Respondent BLG (Exhibit I). The check cleared D.J.'s bank account on November 14, 2017. The check was endorsed for deposit only into account [REDACTED] at Bank of America, National Association in California.

37. January 14, 2018, D.J. mailed check number 2050 in the amount of \$887.06 to Respondent West (Exhibit J), clearing D.J.'s bank account on January 22, 2018. The check was endorsed by West H&A, LLC for deposit only into account [REDACTED] at JPMorgan Chase Bank, National Association in Texas.

38. On February 9, 2018, an unknown person identifying themselves as working for Respondent West sent an email (Exhibit K) to D.J. indicating her account was satisfactory and paid through January 2018. This email confirms that D.J. paid a minimum of \$6,062.98 in monthly payments to Respondent West in accordance with the Master Note dated June 9, 2017 and Exhibits H-J.

39. On February 14, 2018, D.J. mailed check number 2058 in the amount of \$867.66 to Respondent West (Exhibit L). The check cleared D.J.'s bank account on February 22, 2018. The check was endorsed by West H&A, LLC for deposit only into account [REDACTED] at JPMorgan Chase Bank in Texas. The sum of the payments D.J. made with this check and the amount Respondent West previously confirmed D.J. had paid in the February 9, 2018 email was \$6,930.64.

40. On March 11, 2018, D.J. mailed check number 2061 in the amount of \$867.00 to Respondent West (Exhibit M). The check cleared D.J.'s bank of account on April 2, 2018. Respondent Soria endorsed the back of the check identifying himself as the managing member "[illegible] Financial, LLC" and provided a deposit account number of [REDACTED]. The check was deposited into an account held by Republic Bank of Chicago in Illinois. The sum of the payments D.J. made with this check, the payment made with check number 2058, and the amount Respondent West previously confirmed D.J. had paid in the February 9, 2018 email was \$7,797.64.

41. On March 14, 2018, Seterus, Inc. initiated foreclosure proceedings and found the fraudulent assignment of deed of trust was filed on the Property. The foreclosure proceedings were placed on hold to clear the title through a quiet title action.

42. On May 7, 2018, the United States District Court for the Central District of California, Western Division entered an Order Entering Preliminary Injunction Against Defendants and Appointing a Permanent Receiver (Exhibit N), case number 2:18-cv-03041 DSF (RAOx), against Respondents Soria, West, Warranted, Westwood, BLG, Deutsche, White, Jackson, Martinez, and others not included in this action. The permanent receiver was identified as Robb Evans & Associates, LLC (West's Receiver).

43. Based on the Order Entering Preliminary Injunction Against Defendants and Appointing a Permanent Receiver, upon information and belief, Respondents engaged in the business of a mortgage lender or mortgage servicer on more than five residential mortgage loans in either or both calendar years 2016 and 2017.

44. In the Initial Complaint for Permanent Injunction filed April 11, 2018, West's Receiver describes how the Respondent's "Loan Modification Scheme" operates.

- a. *Borrower is in default and looking for help (in some cases);*
- b. *Borrower finds Defendants (in some cases);*
- c. *Borrower contacts the Defendants, sometimes by phone (in some cases);*
- d. *Borrower sends in loan modification information to the Defendant and send the servicer/lender an authorization for the loan servicer to speak with the Defendant (in some cases);*
- e. *Defendants mislead and fraudulently misrepresent to Borrower that the Defendant now owns the Borrowers loan and that the Borrower has two options: One, Borrower can pay Defendants a lump sum for the loan, that is typically less than what the loan is worth; or, Two, the Defendants can refinance the Borrower's loan;*
- f. *Borrower believes Defendant and either: (i) signs and records a new Deed of Trust (mailed to Borrower and provided by Defendant), representing that the Defendant owns the Loan; or, (ii) Defendant shows the Borrower fraudulently recorded assignments that "prove" the Defendant owns the Loan;*
- g. *Borrower begins to make mortgage payments to Defendant, instead of his/her servicer/lender;*
- h. *Servicer/lender and Borrower are monetarily defrauded by Defendant.*

45. The Loan Modification Scheme is similar to borrower D.J.'s experience with

Respondents in that:

- a. D.J. was in default on his/her mortgage;
- b. Respondents contacted D.J. to offer mortgage assistance;
- c. Respondents contacted D.J. by phone;

- d. Respondents provided a Statement of Information form, cover letter template, and “Qualified Written Request” template (see Exhibit A) to D.J. to send to Seterus, Inc. to obtain information pertaining to the mortgage;
- e. Respondents misled and fraudulently misrepresented to D.J. that they could refinance D.J.'s loan;
- f. D.J. believed Respondents and signed and recorded a new Deed of Trust representing that the Respondents now own the loan;
- g. D.J. made mortgage payments to Respondents instead of Seterus, Inc.
- h. Seterus, Inc. and D.J. were defrauded by Respondents, suffering monetary damages.

46. On February 6, 2019, an Affidavit of Erroneous Recordings and Notice of Rescission of Recorded Documents (Exhibit O), instrument number 2637402, was filed with the Gallatin County Clerk and Recorder by Brick Kane, authorized deputy of West’s Receiver. The affidavit stated the Mortgage of Deed of Trust, instrument number 2583495, filed on June 22, 2017 and Assignment of Deed of Trust, instrument number 2594751, filed on October 4, 2017, were fraudulent documents.

47. On March 1, 2019, the servicing of D.J.’s mortgage on the Property held by Quicken was transferred from Seterus, Inc. to Nationstar Mortgage, LLC (Nationstar).

48. On October 29, 2019, Nationstar provided the information in Fact Assertions 41 and 42 in response to the complaint filed by D.J. on October 21, 2019. Nationstar also provided a Mortgage Assistance Application for D.J. to use to determine whether she was eligible for a loan modification. D.J. was unsuccessful in securing a loan modification through Nationstar.

49. On February 13, 2020, a Corporate Assignment of Deed of Trust, instrument number 2673094, was filed with the Gallatin County Clerk and Recorder assigning the loan to Nationstar.

50. On March 18, 2020, West's Receiver filed a Notice of Lis Pendens, instrument number 2676151, with Gallatin County Clerk and Recorder.

51. On May 4, 2020, D.J. sold the Property.

52. On May 18, 2020, West's Receiver filed a Release of Lis Pendens, instrument number 2681951, with Gallatin County Clerk and Recorder.

53. On June 5, 2020, a Deed of Full Reconveyance, instrument number 2684247, was filed with the Gallatin County Clerk and Recorder.

CONCLUSIONS OF LAW

1. The Division has jurisdiction over this matter and over the Respondent pursuant to Mont. Code Ann. §§ 32-9-102, 32-9-130, 32-9-133, and 32-9-142.

2. Respondents are not licensed in Montana to engage in the business of mortgage lending or servicing as defined in Mont. Code Ann. § 32-9-103(26), (31), and (33).

3. Mont. Code Ann. § 32-9-102(1) provides, “Unless exempt under 32-9-104, a person may not regularly engage in the business of a mortgage broker, mortgage lender, mortgage servicer, or mortgage loan originator with respect to any residential mortgage loan unless licensed or registered under the provisions of this part through the NMLS.”

4. “ ‘Mortgage lender’ means an entity that closes a residential mortgage loan, advances funds, offers to advance funds, commits to advancing funds for a mortgage loan applicant, or holds itself out as being able to perform any of those functions.” Mont. Code Ann. § 32-9-103(31).

5. Under Mont. Code Ann. § 32-9-103(33), a “mortgage servicer” is an entity that engages, for compensation or gain in the business of receiving any scheduled periodic payment from a borrower pursuant to the terms of a residential mortgage loan, residential mortgage servicing documents, or a residential mortgage servicing contract or holds out to the public that it is able to do so.

6. Respondent West violated Mont. Code Ann. § 32-9-102(1) by engaging in the business of a mortgage lender when it identified itself as a lender and entered into a fraudulent mortgage with D.J.

7. Respondent West violated Mont. Code Ann. § 32-9-102(1) by engaging in the business of a mortgage servicer when it received compensation or gain by collecting scheduled periodic payments from D.J. pursuant to the mortgage contract it entered into with D.J.

8. Respondent West engaged in unlicensed mortgage lending activity by representing itself as a mortgage lender and entering into a fraudulent mortgage with a Montana resident which is in violation of Mont. Code Ann. § 32-9-142.

9. Respondent West is not exempt from licensure under Mont. Code Ann. § 32-9-104 because: 1) it is not an agency of the federal, state, tribal, or local government; or 2) a depository institution; or 3) a subsidiary that is wholly owned and controlled by a depository institution and regulated by a federal banking agency; or 4) an institution regulated by the farm credit administration; or 5) a bona fide not-for-profit entity.

10. By falsely representing themselves as the servicer of the fraudulent mortgage with D.J., Respondents West, BLG, and Westwood engaged in the business of a mortgage servicer.

11. Respondents are acting as a mortgage lender and servicer in relation to real property located in Montana. Montana law states that a person may not regularly engage in the

business of a mortgage lender or servicer with respect to any residential mortgage loan unless licensed or registered under the provisions of the Act through the NMLS per Mont. Code Ann. § 32-9-102(1).

12. Respondent West regularly engaged in mortgage lending and servicing by engaging in the business of a mortgage lender or mortgage servicer on more than five residential mortgage loans in 2017, when D.J. entered into mortgage contract with Respondent West, or by engaging in the business of a mortgage lender or mortgage servicer on more than five residential mortgage loans in 2016, the calendar year prior to the year D.J. and Respondent West entered into a mortgage contract.

13. “If the department finds, after providing a 14-day written notice that includes a statement of alleged violations and a hearing or an opportunity for hearing, as provided in the Montana Administrative Procedure Act, that any person, licensee, service provider, or officer, agent, employee, or representative of the person or licensee, whether licensed or unlicensed, has violated any of the provisions of this part, has failed to comply with the rules, instructions, or orders promulgated by the department, has failed or refused to make required reports to the department, has furnished false information to the department, or has operated without a required license, the department may impose a civil penalty not to exceed \$5,000 for the first violation and not to exceed \$10,000 for each subsequent violation.” Mont. Code Ann. § 32-9-133(1).

14. The department may issue an order requiring restitution or requiring reimbursement of the department's cost in bringing the administrative action. Mont. Code Ann. § 32-9-133(2)(a)-(b).

15. “Any person who directly or indirectly controls an entity liable under subsection (1), any partner, officer, director, or person occupying a similar status or performing similar

functions of the entity, and any person who participates or materially aids in the violation is liable jointly and severally with and to the same extent as the person committing the violation. In addition, each person committing the violation or aiding in the violation is jointly and severally liable if the person committing the violation or aiding in the violation knew or in the exercise of reasonable care should have known of the existence of the facts by reason of which the liability is alleged to exist. There must be contribution between or among the severally liable persons.” Mont. Code Ann. § 32-9-133(3).

16. “If it appears to the department that a person has engaged in or is about to engage in any act or practice constituting a violation of any provision of this part or any rule adopted or order issued by the department pursuant to this part, the department may issue an order directing the person to cease and desist from continuing the act or practice after reasonable notice and opportunity for a hearing.” Mont. Code Ann. § 32-9-142(1).

17. Respondent West is subject to the penalties set forth in Mont. Code Ann. § 32-9-133 for violating the Act.

18. Respondent West is subject to the Division’s authority to impose a temporary cease and desist order pursuant to Mont. Code Ann. § 32-9-142 for violating the Act.

19. All Respondents other than Respondent West are subject to the penalties set forth in Mont. Code Ann. § 32-9-133 for aiding Respondent West’s violations of the Act.

20. All Respondents other than Respondent West are subject to the Division’s authority to impose a temporary cease and desist order pursuant to Mont. Code Ann. § 32-9-142 for aiding Respondent West’s violations of the Act.

NOTICE OF PROPOSED AGENCY ACTION

Based on the foregoing Fact Assertions and Conclusions of Law, the Division proposes:

1. Respondent West shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).
2. Respondent Warranted shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).
3. Respondent Westwood shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).
4. Respondent BLG shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).
5. Respondent Deutsche shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).
6. Respondent Soria shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).
7. Respondent Medellin shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).
8. Respondent Sullivan shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).
9. Respondent Beren shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).
10. Respondent White shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).
11. Respondent Jackson shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).

12. Respondent Swinder shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).

13. Respondent Anthony shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).

14. Respondent Martinez shall pay a civil penalty not to exceed the maximum amount as provided in Mont. Code Ann. § 32-9-133(1).

15. Respondents shall reimburse the Division for the cost of this administrative action.

16. A permanent cease and desist order will be entered prohibiting Respondents from engaging in the business of mortgage lending in Montana.

17. A permanent cease and desist order will be entered prohibiting Respondents from engaging in the business of mortgage servicing in Montana.

18. If Respondents requests a hearing as provided in the Montana Administrative Procedures Act (Title 2, Chapter 4, Part 6 of the Montana Code Annotated), the final order will be determined by the facts and conclusions established during the contested case proceeding, and the fines, penalties, restitution, costs, and other provisions of the final order may not be identical to the Division's proposal above.

NOTICE OF OPPORTUNITY FOR HEARING

Notice is hereby given that pursuant to Mont. Code Ann. § 32-9-133, the Respondents have a right to an administrative hearing as provided in the Montana Administrative Procedures Act to contest the Division's proposed agency action. Respondents have the right to be represented by counsel at the hearing and related proceedings.

To exercise the right to a hearing Respondent must make a timely written request for

hearing within 14 days of receipt of this Notice and mail or deliver the request to:

Division of Banking and Financial Institutions
301 South Park, Suite 316
P.O. Box 200546
Helena, MT 59620-0546

POSSIBILITY OF DEFAULT

Failure to make a written request for hearing within 14 days of receipt of this Notice or to otherwise timely defend as provided by law may result in entry of Respondent's default without further prior notice and a Final Order shall thereafter be issued providing for such relief and imposing such penalties as are appropriate and authorized by Mont. Code Ann. §§ 32-9-130, 32-9-133, and 32-9-142.

The Division will post a copy of any final order or decision in this matter to the NMLS under regulatory actions which will be viewable by regulators and the public.

Dated 18th day of September, 2020.

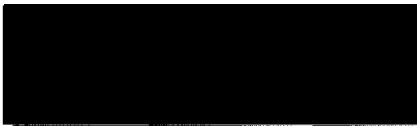
By: _____

Don E. Harris, Legal Counsel
Division of Banking and Financial Institutions

TEMPORARY CEASE AND DESIST ORDER

Pursuant to the authority of Mont. Code Ann. § 32-9-142(1), Respondents are hereby TEMPORARILY ORDERED to cease and desist from engaging in residential mortgage loan origination activities in Montana. This temporary cease and desist order shall remain in effect until: a) 10 days after Respondent's receipt of this notice if no hearing is requested at which time

the cease and desist order shall become final; or b) 10 days after a hearings examiner issues proposed findings of fact and conclusions of law and a proposed order.



MELANIE G. HALL, COMMISSIONER
Division of Banking and Financial Institutions

9/18/2020
Date

CERTIFICATE OF SERVICE

I hereby certify that on September 18, 2020, the undersigned caused a true and accurate copy of the foregoing Notice of Violation, Proposed Agency Action, Temporary Cease and Desist Order, and Opportunity for Administrative Hearing to be mailed to the following:

By U.S. Certified Mail Number: 7014 2120 0002 0805 3326
West H&A, LLC
433 N Camden Drive, 6th Floor
Beverly Hills, CA 90210

By U.S. Certified Mail Number: 7014 2120 0002 0805 3333
West H&A, LLC
433 N Camden Drive, Floor 7
Beverly Hills, CA 90210

By U.S. Certified Mail Number: 7014 2120 0002 0805 3340
West Holdings and Acquisitions, LLC
433 N Camden Drive, 6th Floor
Beverly Hills, CA 90210

By U.S. Certified Mail Number: 7014 2120 0002 0805 3357
Philip K. Akalp, Registered Agent
CorpNet, Incorporated
Registered Agent for West H&A, LLC
31416 Agoura Rd., Ste. 118
Westlake Village, CA 91361

By U.S. Certified Mail Number: 7014 2120 0002 0805 3364
CorpNet, Incorporated
Registered Agent for West H&A, LLC
433 N Camden Drive, 4th Floor, Suite 114
Beverly Hills, CA 90210

By U.S. Certified Mail Number: 7014 2120 0002 0805 3418
CorpNet, Incorporated
Registered Agent for West H&A, LLC
340 North Westlake Blvd., Suite 210
Thousand Oaks, CA 91362

By U.S. Certified Mail Number: 7014 2120 0002 0805 3395
Warranted Effectuation of Substitute Transferee, Inc.
433 N Camden Drive, 6th Floor
Beverly Hills, CA 90210

By U.S. Certified Mail Number: 7014 2120 0002 0805 3401
Warranted Effectuation of Substitute Transferee, Inc.
433 N Camden Drive, 4th Floor, Suite 114
Beverly Hills, CA 90210

By U.S. Certified Mail Number: 7014 2120 0002 0805 3425
Philip K. Akalp, Registered Agent
CorpNet, Incorporated
Registered Agent for Warranted Effectuation of Substitute Transferee, Inc.
31416 Agoura Rd., Ste. 118
Westlake Village, CA 91361

By U.S. Certified Mail Number: 7014 2120 0002 0805 3432
CorpNet, Incorporated
Registered Agent for Warranted Effectuation of Substitute Transferee, Inc.
433 N Camden Drive, 4th Floor, Suite 114
Beverly Hills, CA 90210

By U.S. Certified Mail Number: 7014 2120 0002 0805 3456
CorpNet, Incorporated
Registered Agent for Warranted Effectuation of Substitute Transferee, Inc.
340 North Westlake Blvd. Suite 210
Thousand Oaks, CA 91362

By U.S. Certified Mail Number: 7014 2120 0002 0805 3463
Westwood Legal
10880 Wilshire Blvd
Los Angeles, CA 90024

By U.S. Certified Mail Number: 7014 2120 0002 0805 3470
Westwood Legal
10880 Wilshire Blvd, Suite 1101
Los Angeles, CA 90024

By U.S. Certified Mail Number: 7014 2120 0002 0805 3487
Philip K. Akalp, Registered Agent
CorpNet, Incorporated
Registered Agent for Westwood Legal
31416 Agoura Rd., Ste. 118
Westlake Village, CA 91361

By U.S. Certified Mail Number: 7014 2120 0002 0805 3494
CorpNet, Incorporated
Registered Agent for Westwood Legal
433 N Camden Drive, 4th Floor, Suite 114
Beverly Hills, CA 90210

By U.S. Certified Mail Number: 7014 2120 0002 0805 3500
Corpnet Incorporated, Registered Agent
Registered Agent for Westwood Legal
340 North Westlake Blvd., Suite 210
Thousand Oaks, CA 91362

By U.S. Certified Mail Number: 7014 2120 0002 0805 3517
BLG PC National by Brighton Legal Group, Inc.
433 N Camden Drive
Beverly Hills, CA 91307

By U.S. Certified Mail Number: 7014 2120 0002 0805 3524
BLG PC National by Brighton Legal Group, Inc.
433 N Camden Drive, #607
Beverly Hills, CA 91307

By U.S. Certified Mail Number: 7014 2120 0002 0805 3531
BLG PC National by Brighton Legal Group, Inc.
433 N Camden Drive, Floor #7
Beverly Hills, CA 91307

By U.S. Certified Mail Number: 7014 2120 0002 0805 3548
Philip K. Akalp, Registered Agent
CorpNet, Incorporated
Registered Agent for BLG PC National by Brighton Legal Group, Inc.
31416 Agoura Rd., Ste. 118
Westlake Village, CA 91361

By U.S. Certified Mail Number: 7014 2120 0002 0805 3555
CorpNet, Incorporated
Registered Agent for BLG PC National by Brighton Legal Group, Inc.
433 N Camden Drive, 4th Floor, Suite 114
Beverly Hills, CA 90210

By U.S. Certified Mail Number: 7014 2120 0002 0805 3562
Corpnet Incorporated, Registered Agent
Registered Agent for BLG PC National by Brighton Legal Group, Inc.
340 North Westlake Blvd., Suite 210
Thousand Oaks, CA 91362

By U.S. Certified Mail Number: 7014 2120 0002 0805 3579
Deutsche Mellon National Asset, LLC
10940 Wilshire Blvd., Suite 1600
Los Angeles, CA 90024

By U.S. Certified Mail Number: 7014 2120 0002 0805 3586
Deutsche Mellon National Asset, LLC
412 N. Main Street, Ste 100
Buffalo, WY 82834

By U.S. Certified Mail Number: 7014 2120 0002 0805 3593
Registered Agents, Inc.
Registered Agent for Deutsche Mellon National Asset, LLC
412 N. Main Street, Ste 100
Buffalo, WY 82834

By U.S. Certified Mail Number: 7014 2120 0002 0805 3609
Registered Agents, Inc.
Bill Havre, President
Registered Agent for Deutsche Mellon National Asset, LLC
30 N Gould Street, Ste R
Sheridan, WY 82801

By U.S. Certified Mail Number: [REDACTED]
Patrick Soria

[REDACTED]
[REDACTED]
[REDACTED]

By U.S. Certified Mail Number: 7014 2120 0002 0805 3623
Lino Medellin
CT Corporation System, registered agent for Quicken Loans, Inc.
3011 American Way
Missoula, MT 59808

By U.S. Certified Mail Number: 7014 2120 0002 0805 3630
Christopher Sullivan
CT Corporation System, registered agent for Seterus, Inc.
3011 American Way
Missoula, MT 59808

By U.S. Certified Mail Number: [REDACTED]
Amanda J. Beren

[REDACTED]
[REDACTED]

By U.S. Certified Mail Number: 7014 2120 0002 0805 3654
Amanda J. Beren
CorpNet, Incorporated
340 North Westlake Blvd., Suite 210
Westlake Village, CA 91362

By U.S. Certified Mail Number: 7014 2120 0002 0805 3661
Amanda J. Beren, Organizer
Deutsche Mellon National Asset LLC
c/o Corpnet Inc.
340 North Westlake Blvd., Suite 210
Thousand Oaks, CA 91362

By U.S. Certified Mail Number: [REDACTED]
Tamyra White
[REDACTED]
[REDACTED]

By U.S. Certified Mail Number: 7014 2120 0002 0805 3685
Tamyra White
Deutsche Mellon National Asset, LLC
10940 Wilshire Blvd., Suite 1600
Los Angeles, CA 90024

By U.S. Certified Mail Number: [REDACTED]
Tamyra White
[REDACTED]
[REDACTED]

By U.S. Certified Mail Number: 7014 2120 0002 0805 3708
M C Jackson, CEO/CFO
Warranted Effectuation of Substitute Transferee, Inc.
433 N Camden Drive, 4th Floor, Suite 114
Beverly Hills, CA 90210

By U.S. Certified Mail Number: 7014 2120 0002 0805 3715
Michael C. Jackson, CEO, CFO
Westwood Legal
10880 Wilshire Blvd, Suite 1101
Los Angeles, CA 90024

By U.S. Certified Mail Number: [REDACTED]
Michael C. Jackson
[REDACTED]
[REDACTED]

By U.S. Certified Mail Number: [REDACTED]
Jimmy Swinder
[REDACTED]
[REDACTED]

By U.S. Certified Mail Number: 7014 2120 0002 0805 3746
Jimmy Swinder, Incorporator
Westwood Legal
10880 Wilshire Blvd, Suite 1101
Los Angeles, CA 90024

By U.S. Certified Mail Number: [REDACTED]
Christian Anthony Soria
[REDACTED]
[REDACTED]

By U.S. Certified Mail Number: [REDACTED]
Christian Anthony Soria
[REDACTED]
[REDACTED]

By U.S. Certified Mail Number: [REDACTED]
Christian Anthony Soria
[REDACTED]
[REDACTED]

By U.S. Certified Mail Number: 7014 2120 0002 0805 3784
Francisco Martinez, CEO/CFO
BLG PC National by Brighton Legal Group, Inc.
433 N Camden Drive
Beverly Hills, CA 91307

[REDACTED]

Heather K. Hardman, Paralegal

WESTWOOD LEGAL

10880 Wilshire Boulevard, Suite 1101
Los Angeles, CA 90024
Phone: 800-913-0430 / Fax: 800.913.1792
Email: info@thewestwoodlegal.com

Please complete ALL sections as thorough and detailed to the best of your ability, as it will be to your benefit, when processing your casework. Thank you.

STATEMENT OF INFORMATION			
PRIMARY CLIENT		SECONDARY CLIENT	
Full Name (First / Middle / Last)		Full Name (First / Middle / Last)	
[REDACTED]			
Social Security Number		Social Security Number	
[REDACTED]			
Date of Birth: [REDACTED]		Date of Birth:	
CONTACT INFORMATION		CONTACT INFORMATION	
Home:		Home:	
Cell:	[REDACTED]	Cell:	
Work:		Work:	
Email:	[REDACTED]	Email:	
Mailing Address: 11 North yellowstone ave. Bozeman MT. 59718		Mailing Address:	
Marital Status: [REDACTED]		Marital Status:	
Maiden Name: [REDACTED]		Maiden Name:	
# of Persons in the Household:		Ages of Persons < 18 years:	
Does anyone contribute financially to help pay the total household expenses?			
Contributor (1)			
Full Name:		Relation:	
SSN:	D.O.B.	Monthly Amount:	
Contributor (2)			
Full Name:		Relation:	
SSN:	D.O.B.	Monthly Amount:	



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Los Angeles, CA 90024
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Fax: 1-800-913-1792
Email: info@thewestwoodlegal.com

Via U.S. Mail or Facsimile or Electronic Mail

Seterus, Inc.
ATTN: Research Department
P.O. Box 2008
Grand Rapids, MI 49501

In the Matter of:

[REDACTED]
11 North Yellowstone Avenue
Bozeman, MT 59718

SSN: [REDACTED]

Loan #: 23978846

February 14, 2017

To Whom It May Concern:

This letter is a "qualified written request" under the Federal Servicer Act, which is a part of the Real Estate Settlement Procedures Act, 12 U.S.C. 2605(e). This request is made based on the fact that I/we have reason to believe that you have not timely receipted and applied mortgage payments and I/we question the claimed amount of arrearage and balance of the loan, and that improper fees and costs have been charged to the account. Specifically, I/we am/are requesting the following information that is enclosed.

You should be advised that you must acknowledge receipt of this qualified written request within twenty (20) business days, pursuant to 12 U.S.C. Section 2605(e)(1)(A) and Reg. X Section 3500.21(e)(1).

With best regards,

[REDACTED]



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Los Angeles, CA 90024
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Fax: 1-800-913-1792
Email: info@thewestwoodlegal.com

QUALIFIED WRITTEN REQUEST

To Whom It May Concern:

Under Section 6 of the Real Estate Settlement Procedures Act (RESPA), this is my/our "qualified written request".

The purpose of this is to ascertain whether or not I/we have been the victim of predatory lending. If this is the case then I/we am/are likely to be entitled to numerous remedies which may include rescission of my loan and any sort of legal damages. I/we will be pursuing legal action if I/we or any agency, entity or law firm acting on my/our behalf concludes that I/we have been a victim(s) of predatory lending.

Section 6 of RESPA requires that you reply to my/our request within twenty (20) business days and try to resolve this issue within sixty (60) business days.

To ascertain if I/we have been a victim(s) of predatory lending, and to ensure that my/our loan has been handled properly, the following information is requested:

1. A complete and itemized statement of the loan history from the date of the loan to the date of this letter including, but not limited to, all receipts by way of payment or otherwise and all charges to the loan in whatever form. This history should include nature and purpose of each such debit and credit, and the name and address of the payee of any type of disbursement related to this account - a complete payment history.
2. A complete and itemized statement of all advances or charges against this loan for any purpose that are not reflected on the loan history transaction statement provided in answer to question #1.



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3. A complete and itemized statement of the escrow account of the loan, if any, from the date of the loan to the date of this letter, including, but not limited to, any receipts or disbursements with respect to real estate property taxes, fire or hazard insurance, flood insurance, mortgage insurance, credit insurance, or any other insurance product.
4. A copy of the HUD-1 or HUD-1A, Truth In Lending (TILA) disclosures, Good Faith Estimate, and the loan application used in the closing of this loan, and any other documents used in the closing of this loan.
5. A copy of any other closing documents given to the debtor, including, but not limited to, any rescission notices, note riders (ARM Rider, Balloon Rider, Planned Unit Development Rider, disclosure of Homeowner Association fees or restrictive covenants).
6. A copy of the recorded Note and/or Deed of Trust signed by the debtor.
7. Have you purchased and charged to the account any Vendor's Single Interest Insurance or Forced Place Insurance? If yes, please provide a copy of any statements or payments made for this product.
8. If this is a MERS designated loan, provide a copy of the MERS Milestone report.
9. A complete and itemized statement from the date of the loan to the date of this letter of any forced-placed insurance and expenses related thereto, related in any way to this loan.
10. A complete and itemized statement from the date of the loan to the date of this letter of any suspense account entries and/or any corporate advance entries related in any way to this loan.



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11. A complete and itemized statement from the date of the loan to the date of this letter of any property inspection fees, property preservation fees, broker opinion fees, appraisal fees, bankruptcy monitoring fees, or other similar fees or expenses related in any way to this loan.
12. Identify the provision under the Deed of Trust and/or note that authorizes charging each and every such fee against the loan of the debtors.
13. Please attach copies of all property inspection reports and appraisals.
14. A complete copy of any key loan transaction report or reports and any reports indicating any charges for any "add on products" sold to the debtors in connection with this loan from the date of the loan to the date of this letter.
15. A complete and itemized statement of any and all arrearages including each month in which the default occurred, and the amount of each monthly default.
16. A complete and itemized statement of any late charges to this loan from the date of this loan to the date of this letter.
17. The amount, if applicable, of any "satisfaction fees."
18. A complete and itemized statement from the date of the loan to the date of this letter of any fees incurred to modify, extend, or amend the loan or to defer any payment due under the terms of the loan.
19. The current amount needed to pay-off the loan in full.
20. The current amount needed to reinstate the loan in full, if it is not current.



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in

21. A full and complete comprehensible definitional dictionary of all transaction codes and other similar terms used in the statements requested above.
22. A complete and itemized statement of any funds deposited in any suspension account(s) or corporate advance account(s), including, but not limited to, the balance in any such account or accounts and the nature, source and date of any and all funds deposited in such account or accounts.
23. A complete and itemized statement from the date of this loan to the date of this letter of the amount, payment date, purpose and recipient of all foreclosure expenses, NSF check charges, legal fees, attorney fees, professional fees and other expenses and costs that have been charged against or assessed to this mortgage.
24. A complete and itemized statement of the amount, payment date, purpose and recipient of all fees.
25. The full name, address and phone number of the current holder of this debt including the name, address and phone number of any trustee or other fiduciary. This request is being made pursuant to Section 1941(f) (2) of the Truth in Lending Act, which requires the servicer to identify the holder of the debt.
26. The name, address and phone number of any master servicers, servicers, sub-servicers, contingency servicers, back-up servicers or special servicers for the underlying mortgage debt.
27. A copy of any mortgage Pooling and Servicing Agreement and all Disclosure Statements provided to any Investors with respect to any mortgage-backed security trust or other special purpose vehicle related to the said Agreement and any and all Amendments and Supplements thereto.



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28. If a copy of the Pooling and Servicing Agreement has been filed with the SEC, provide a copy of SEC Form 8k and the Prospectus Supplement, SEC Form 424b5.
29. The name, address and phone number of any Trustee under any pooling or servicing agreement related to this loan.
30. A copy of the Prospectus offered to investors in the trust.
31. Copies of all servicing, master servicing, sub-servicing, contingency servicing, special servicing, or back-up servicing agreements with respect to this account.
32. All written loss-mitigation rules and work-out procedures related to any defaults regarding this loan and similar loans.
33. The procedural manual used with respect to the servicing or sub-servicing of this loan.
34. A summary of all fixed or standard legal fees approved for any form of legal services rendered in connection with this account.
35. Is this loan subject to any Electronic Tracking Agreement? If the answer is yes, then state the full name and address of the Electronic Agent and the full name and address of the Mortgage Electronic Registration System.
36. Is the servicing of this loan provided pursuant to any type of mortgage electronic registration system procedures manual?
37. A copy of the LSAMS Transaction History Report for the debtors' mortgage loan account, with a detailed description of all fee codes.



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Email: info@thewestwoodlegal.com

38. Is this a MERS Designated Mortgage Loan? If the answer is yes, then identify the electronic agent and the type of mortgage electronic system used by the agent.
39. Is this mortgage part of a Mortgage Warehouse Loan? If so, then state the full name and address of the Lender and attach a copy of the Warehouse Loan Agreement.
40. Upon any default or notice of default, state whether or not the Mortgage Warehouse Lender has the right to override any servicers or sub-servicers and provide instructions directly to the Electronic Agent? If the answer is yes, then specifically identify the legal basis for such authority.
41. Is this mortgage part of a Whole Loan Sale Agreement? If the answer is yes, then state the name and address of the Purchaser, the Custodian, the Trustee, the Electronic Agent and any Servicer or Sub-Servicers.
42. Please state the full name and address of any attorney you have retained to provide any legal services within the last six (6) months on this account.
43. If applicable – the amount of any “satisfaction fees”, “payoff fees”, or “demand fees”. Please provide the requested information to:

Name: **Westwood Legal**

Address: **10880 Wilshire Boulevard, Suite 1101, Los Angeles, CA 90024**

Phone: **(800) 913-0430**

Fax: **(800) 913-1792**

Please be advised, I/we will seek damages, costs, and reasonable legal fees for the failure to comply with this request. In addition, the debtors reserve the right to seek statutory damages of \$1,000 for each violation of any part of the applicable United States Codes.



10880 Wilshire Boulevard, Suite 1101
Los Angeles, CA 90024
Phone: 1-800-913-0430
Fax: 1-800-913-1792
Email: info@thewestwoodlegal.com

Sincerely,

(Signature)

2-16-17

Date



10880 Wilshire Boulevard, Suite 1101
Los Angeles, CA 90024
Phone: 1-800-913-0430
Fax: 1-800-913-1792
Email: info@thewestwoodlegal.com

05/10/2017

To: Mackoff Kellogg Law Firm
38 Second Avenue E, Dickinson, ND 58601

cc: Seterus, Inc. - ATTN: Customer Resolution Department
P.O. Box 1077, Hartford, CT 06143

Re: [REDACTED]; 11 North Yellowstone Avenue, Bozeman, MT 59718

This letter is a "NOTICE OF VALIDATION OF ALLEGED DEBT" in compliance with and under the Fair Debt Collections Practices Act ("FDCPA"), 15 U.S.C. 1692(g), §809(b), if the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall CEASE AND DESIST collection of the debt, or any disputed portion thereof, UNTIL the debt collector obtains VALIDATION OF THE DEBT.

Reference: Loan #23978846. Hereinafter the subject loan and is the reference for all questions and requests described below.

To Whom It May Concern:

I am writing about the accounting and servicing of this mortgage and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

I hereby demand absolute firsthand evidence from you of the original uncertified or certified security instrument regarding the above referenced account. In the event, you do not supply me with said security instrument, it will be a positive confirmation on your part that you never really created or owned one nor did the purported note holder in which you are servicing this loan.



10880 Wilshire Boulevard, Suite 1101
Los Angeles, CA 90024
Phone: 1-800-913-0430
Fax: 1-800-913-1792
Email: info@thewestwoodlegal.com

I also hereby demand that a chain of transfer from you to wherever the security instrument is now be promptly sent as well. Absent the actual evidence of the security, I have no choice but to dispute the validity of your lawful ownership, funding, entitlement right and the current debt.

By debt, I am referring to the principal balance; the calculated monthly payment; calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or sub-service for.

To independently validate this debt, I will need to conduct a complete review and accounting of this mortgage from its inception through the present date. Upon receipt of this letter, refrain from reporting any negative credit information (if any) to any credit reporting agency until you respond to each of the requests. To do so would be in violation of the Fair Credit Reporting Act.

I also request that you conduct your own investigation and audit of this account since its inception to validate the debt you currently claim is owed. I would like you to validate the debt so that it is accurate to the penny.

Do not rely on previous servicing companies or originator's records, assurances or indemnity agreements. Instead, I demand that you conduct a full audit and investigation of this account.

In examining the loan documents, I suspect that you may have engaged in predatory lending practices including:

- * Inflating the appraisal of this property
- * Increasing the amounts of monthly payments;
- * Increasing the principal balance owed;
- * Increasing escrow payments;
- * Increasing the amounts applied and attributed toward interest on this account;
- * Decreasing the proper amounts applied and attributed toward the principal on this account;
- * Assessed, charged and/or collected fees, expenses and miscellaneous charges I am not legally obligated to pay for under the mortgage, note and/or deed of trust.

I request that you prove that I have not been the victim of such predatory lending and servicing practices.



10880 Wilshire Boulevard, Suite 1101
Los Angeles, CA 90024
Phone: 1-800-913-0430
Fax: 1-800-913-1792
Email: info@thewestwoodlegal.com

Since this is a Notice of Validation of Alleged Debt in compliance with and under the Fair Debt Collections Practices Act ("FDCPA"), 15 U.S.C. 1692(g), §809(b) and a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 section 2605(e) of the United States Code as well as a request under the Truth in Lending Act 15 U.S.C. section 1601, there are substantial penalties and fines for non-compliance, or failure to answer my questions within 20 business days of its receipt, and 60 business days to resolve my concerns.

In order to conduct the examination of this loan, I need to have full and immediate disclosure including copies of all pertinent information. Please provide me with factual and detailed answers to the following questions:

1. Was this loan originated in lawful compliance with all federal and state laws, regulations including, but not limited to, Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Practices Act, HOEPA and other laws?
2. Was the origination and/or any sale or transfer of this account or monetary instrument conducted in accordance with proper laws and was it a lawful sale with complete disclosure to all parties with an interest?
3. Please disclose whether the claimed holder in due course of the monetary instrument/deed of trust/asset is in compliance with statutes, state and federal laws and who is entitled to the benefits of payments.
4. Were all transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees properly disclosed; including but not limited to the period commencing with the original loan solicitation until now and including any parties, instruments, assignments, letters of transmittal, certificates of asset-backed securities and any subsequent transfer thereof?
5. Has each servicer and sub-servicers of this mortgage serviced this mortgage in accordance with statutes, laws and the terms of mortgage, monetary instrument/deed of trust, including but not limited to all accounting or bookkeeping entries, commencing with the original loan solicitation until now and including any parties, instruments, assignments, letters of transmittal, certificates of asset-backed securities and any subsequent transfer thereof?



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6. Has this mortgage account been credited, debited, adjusted, amortized and charged correctly, commencing with the original loan solicitation until now and including any parties, instruments, assignments, letters of transmittal, certificates of asset-backed securities and any subsequent transfer thereof?
7. Has interest and principal been properly calculated and applied to this loan?
8. Has any principal balance been properly calculated, amortized and accounted for?
9. Have charges, fees or expenses, not obligated in any written agreement, been charged, assessed or collected from this account or any other related account arising out of the subject loan transaction?
10. I also need answers, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record from each computer system, program or database used by you that contains any information on this account.

As such, please send to me, at the address below, copies of the documents requested below as soon as possible. Please also provide copies, front and back, of the following documents regarding this loan:

1. Any certificated or un-certificated security used for the funding of this account;
2. Any and all "Pooling Agreement(s)" or "Servicing Agreements" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any government sponsored entity, hereinafter GSE or other party;
3. Any and all "Deposit Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
4. Any and all "Servicing Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;



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Fax: 1-800-913-1792
Email: info@thewestwoodlegal.com

5. Any and all "Custodial Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
6. Any and all "Master Purchasing Agreement(s)" between the nominal lender at the loan closing and any other party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
7. Any and all "Issuer Agreement(s)" between the nominal lender at the loan closing and any other party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
8. Any and all "Commitment to Guarantee" agreement(s) between the nominal lender at the loan closing and any other party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
9. Any and all "Release of Document" agreement(s) between the nominal lender at the loan closing and any other party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
10. Any and all "Master Agreement for Servicer's Principal and Interest Custodial Account" between the nominal lender at the loan closing and any other party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
11. Any and all "Servicer's Escrow Custodial Account" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
12. Any and all "Release of Interest" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
13. Any Trustee agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and trustee(s) regarding this account or pool accounts with any GSE or other party;



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Please also send me copies, front and back, of:

1. Any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter;
2. Any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust and any Note;
3. Any and all document(s) establishing the date of any appointment of Trustee for this Mortgage or Deed of Trust and any Note, including any and all assignments or transfers or nominees of any substitute trustee(s);
4. Any and all document(s) establishing any Grantor for this Mortgage or Deed of Trust and any Note;
5. Any and all document(s) establishing any Grantee for this Mortgage or Deed of Trust and any Note;
6. Any and all document(s) establishing any Beneficiary for this Mortgage or Deed of Trust and any Note;
7. Any documentation evidencing the Mortgage or Deed of Trust is not a constructive trust or any other form of trust;
8. All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account, from the inception of this account to the date written above.
9. All descriptions and legends of Codes used in your mortgage servicing and accounting system so the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.
10. All assignments, transfers or other documents evidencing a transfer, sale, or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment to this obligation in this account from the inception of this account to the present date, including any such assignment on MERS.
11. All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.
12. All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.
13. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.
14. All escrow analyses conducted on this account from the inception of this account until the



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date of this letter.

15. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statements including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees and points.
16. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others on this account.
17. All letters, statements and documents sent by your company.
18. All letters, statements and documents sent by agents, attorneys or representatives of your company.
19. All letters, statements and documents sent by previous servicers, sub-servicers, or others in your account file or in your control or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.
20. All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to the present date.
21. All electronic transfers, assignments and sales of the note, asset, mortgage, deed of trust or other security instrument.
22. All copies of property inspection reports, appraisals and reports done on the property.
23. All invoices for each charge such as inspection fees, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.
24. All checks used to pay invoices for each charge such as inspection fees, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this account from the inception of this account to the present date.
25. All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
26. All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers and documents that relate to the accounting of this account from the inception of this account to the present date.
27. All account servicing transaction records, ledgers and registers detailing how this account has been serviced from the inception of this account to the present date.

With Regard to Account Accounting and Servicing Systems:

1. Please identify each accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that experts can



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decipher the data provided.

2. For each accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company that designed and sold the system.
3. For each accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system.

With Regard to Debits and Credits:

1. Please detail each and every credit on this account from the date such credit was posted to this account as well as the date any credit was received.
2. Please detail each and every debit on this account from the date such debit was posted to this account as well as the date any debit was received.
3. For each debit and credit listed, please provide me with the definition for each corresponding transaction code utilized.
4. For each transaction code, please provide the master transaction code list used by you or previous servicers.

With Regard to Mortgage and Assignments:

1. Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument executed to secure this debt been recorded in the county property records in the county and state in which the property is located from the inception of this account to the present date? Please respond either, Yes or No?
2. If no, why not?
3. Is your company the servicer of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?
4. Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?
5. If yes, please detail the names of the seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed of trust or security instrument executed securing the obligation on this account that was not recorded in the county records where the property is located, whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.



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With Regard to Attorney Fees:

In answering the questions below, assume attorney fees and legal fees to be one and the same.

1. Have attorney fees ever been assessed to this account from the inception of this account to the present date? Yes or No?
2. If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessments to this account.
3. Have attorney fees ever been charged to this account from the inception of this account to the present date? Yes or No?
4. If yes, please detail each attorney fee to this account from the inception of this account to the present date and the date of such assessments to this account.
5. Please provide the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date.
6. Please identify in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of attorney fees.
7. Please detail in writing each attorney fee assessed from this account and for what corresponding payment period or month such fee was assessed from the inception of this account to the present date.
8. Please detail in writing any adjustments in attorney fees collected and on what date such adjustment was made and the reason for such adjustment.
9. Has interest been charged on any attorney fees assessed or charged to this account? Yes or No?
10. Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?
11. Please send me copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that have been assessed or collected from this account from the inception to the present date.

With Regard to Suspense/Unapplied Accounts:

In answering these questions, treat the term suspense account and unapplied account as one and the same.

1. Has there been any suspense or unapplied transactions on this account from the inception of this account to the present date? Yes or No?
2. Please detail each and every suspense or unapplied transaction, including debits and credits,



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that have occurred on this account from the inception of this account to the present date.

With Regard to Late Fees:

Please consider the terms late fees and late charges to be one and the same.

1. Have you reported the collection of late fees on this account as interest in any statement to the IRS? Yes or No?
2. Have any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to the IRS? Yes or No?
3. Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
4. Are late fees considered interest? Yes or No?
5. Please detail what expenses and damages you incurred for any payments made that were late.
6. Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
7. If yes, please describe what expenses or damages were charged or assessed to this account.
8. Please describe what expenses you or others undertook due to any payments made that were late.
9. Please describe what damages you or others undertook due to any payments made that were late.
10. Please identify the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of late fees.
11. Please detail each late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to the present date.
12. Please detail any adjustments in late fees assessed and on what date such adjustments were made and the reason for such adjustments.
13. Has interest been charged on any late fee assessed or charged to this account? Yes or No?
14. Is interest allowed to be assessed or charged on late fees to this account? Yes or No?
15. Have any late charges been assessed to this account? Yes or No?
16. If yes, how much in total late charges have been assessed to this account from the inception of this account to the present date?
17. Please provide the payment dates you or other previous servicers or sub-servicers of this account claim I have been late with a payment from the inception of this account to the present date.

With Regard to Property Inspections:

Consider property inspection and inspection fee terms that apply to any inspection of property



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by any source and any related fee or expense charged, assessed or collected for such inspection.

1. Have the property inspections been conducted from the inception of this account to the present date? Yes or No?
2. If yes, please tell me the date of each property inspection conducted on subject property that is the secured interest for this mortgage, deed of trust or note.
3. Please tell me the price charged for each property inspection.
4. Please tell me the date of each property inspection.
5. Please tell me the name and address of each company and person who conducted each property inspection on this property.
6. Please tell me why property inspections were conducted on subject property.
7. Please tell me how property inspections are beneficial.
8. Please tell me how property inspections are protective of subject property.
9. Please explain your policy on property inspections.
10. Do you consider the payment of inspection fees as a cost of collection? Yes or No?
11. If yes, why?
12. Do you use your property inspections to collect debts? Yes or No?
13. Have you used any portion of the property inspection process on subject property to collect a debt, payment or obligation? Yes or No?
14. If yes, please answer when and why?
15. Please identify in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees.
16. Have you labeled in any record or document sent to me a property inspection as a miscellaneous advance? Yes or No?
17. If yes, why?
18. Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?
19. If yes, why?
20. Please detail each inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to the present date.
21. Please detail any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
22. Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?



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23. If yes, when and how much was charged?

24. Is interest allowed to be charged on inspection fees charged or assessed to this account? Yes or No?

25. How much in inspection fees have been assessed to this account from the inception of this account to the present date?

26. Please forward copies of all property inspections made on subject property in this mortgage account file.

27. Has any fee assessed or charged for property inspections been placed into an escrow account? Yes or No?

With Regard to Broker Price Opinions (BPO) Fees:

1. Have any Broker Price Opinions been conducted on subject property? Yes or No?
2. If yes, please tell me the date of each BPO conducted on subject property that is the secured interest for this mortgage, deed of trust or note.
3. Please tell me the price of each BPO.
4. Please tell me who conducted the BPO.
5. Please tell me why BPOs were conducted on subject property.
6. Please tell me how BPOs are beneficial.
7. Please tell me how BPOs are protective of subject property.
8. Please explain your policy on BPOs.
9. Have any BPO fees been assessed to this account? Yes or No?
10. If yes, how much in total BPO fees have been charged to this account?
11. Please identify the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of a BPO fee.
12. Please send me copies of all BPO reports that have been done on subject property.
13. Has any fee charged or assessed for a BPO been placed into an escrow account? Yes or No?

With Regard to Force-Placed Insurance:

1. Have you placed or ordered any force-placed insurance policies on subject property?
2. If yes, please tell me the date of each policy ordered or placed on subject property that is the secured interest for this mortgage, deed of trust or note.
3. Please tell me the price of each policy.
4. Please tell me the agent for each policy.
5. Please tell me why each policy was placed on subject property.
6. Please tell me how the policies are beneficial.



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7. Please tell me how the policies are protective of subject property.
8. Please explain your policy on force-placed insurance.
9. Have any force-placed insurance fees been assessed to this account? Yes or No?
10. If yes, how much in total force-placed insurance fees have been assessed to this account?
11. Please identify the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of force-placed insurance fees.
12. Do you have any relationship with the agent or agency that placed any policies on this property? If yes, please describe.
13. Do you have any relationship with the carrier that issued any policies on subject property? If yes, please describe.
14. Has the agency or carrier you used to place a force-placed insurance policy on subject property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.
15. Do you maintain a blanket insurance policy to protect your properties when customer policies have expired? Yes or No?
16. Please send me copies of all force-placed insurance policies that have been ordered on subject property from the inception of this account to the present date.

With Regard to Servicing:

1. Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?
2. Did the originator or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or affiliate of your company for handling, processing, originating, or administering this loan? If yes, please itemize each form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.
3. Please identify where the originals of this entire account file are currently located and how they are being stored, kept and protected.
4. Where is the original deed of trust or mortgage and note I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
5. Since the inception of this account, has there been any assignment of this monetary instrument/asset to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments.
6. Since the inception of this account, has there been any sale or assignment of the servicing rights to any other party? If the answer is yes, identify the names and addresses of each



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individual, party, bank, trust or entity that has received such assignments or sale.

7. Since the inception of this account, have any sub-servicers serviced any portion of this mortgage account? If the answer is yes, identify the names and addresses of each individual, party, bank, trust or entity that has sub-serviced this mortgage account.
8. Has the mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, please identify each account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.
9. Has each assignment of this asset/monetary instrument been recorded in the county land records where the property associated with this mortgage account is located?
10. Has there been any electronic assignment of this mortgage with MERS (Mortgage Electronic Registration System) or any other computer mortgage registry service or computer program? If yes, identify the name and address of each individual, entity, party, bank, trust or organization or servicers that have been assigned mortgage servicing rights for this account as well as the beneficial interest to the payments of principal and interest on this loan.
11. Have there been any investors (as defined by your industry) who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this account to the present date? If yes, identify the name and address of every individual, entity, organization and/or trust.
12. Please identify the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements, and any agreement related to this account from the inception of this account to the present date.
13. How much were you paid for this individual mortgage? What premium was paid?
14. If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan?
15. Who did you issue a check or payment to for this mortgage loan?
16. Please provide me with copies of the front and back of the canceled check.
17. Would any investor have to approve the foreclosure of subject property? Yes or No?
18. Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?
19. Please identify all persons who would have to approve foreclosure of subject property.

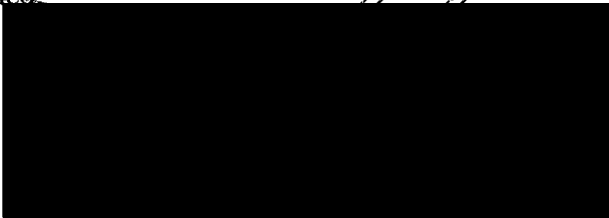
Please provide me with the documents I have requested and a detailed answer to each of my questions within the lawful time frame. Upon receipt of the documents and answers, an examination will be conducted that may lead to a further document request and answers to questions under an additional Notice of Validation of Alleged Debt letter.



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Copies of this Notice of Validation of Alleged Debt, TILA and request for accounting and legal records, Dispute of Debt letter are being sent to FTC, HUD, Office of Thrift Supervision, relevant state and federal regulators, other consumer advocates, State Congressman, State Senator, and Attorney General. Please note that default provisions exist under this NOTICE OF VALIDATION OF ALLEGED DEBT.

Signed



C/O Westwood Legal
10880 Wilshire Blvd, Suite 1101
Los Angeles, CA 90024



Mackoff Kellogg
Law Firm

March 18, 2017

38 Second Avenue East
Dickinson, ND 58601

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Fax (701) 227-4739

Email: firm@mackoff.com
Online: www.mackoff.com

██████████
11 N Yellowstone Ave
Bozeman, Montana 59718-6257

██████████ ██████████
C/O Westwood Legal
10880 Wilshire Blvd, Suite 1101
Los Angeles, CA 90024

Re: Loan No.:0023978846

Property Address: 11 N Yellowstone Ave, Bozeman, MT 59718-6257

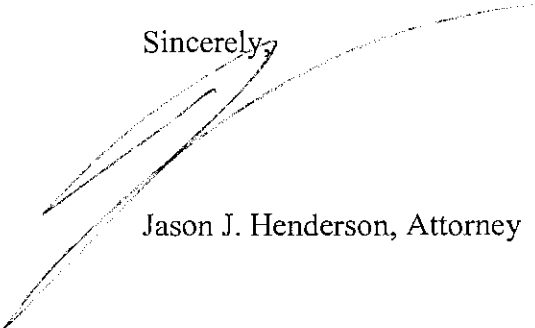
Charles J. Peterson *+
Jason J. Henderson *+ %
David C. Piper +
Casey J. Kostecky +*
Cassie R. Dellwo *
Christina M. Wenko *+
Haylee M. Cripe *
Michael Joyner

* Also Licensed in Montana
+ Also Licensed in South Dakota
% Admitted to US Tax Court

Dear Ms. Jackson:

We are in receipt of your letter dated May 10, 2017, and received in our office on May 17, 2017. We are preparing a response thereto and will provide the debt verification information to you as soon as possible.

Sincerely,


Jason J. Henderson, Attorney

H.A. Mackoff, 1889-1963
Theo. Kellogg, 1904-1990
Ward M. Kirby, 1922-1993

JJH/jz



Mackoff Kellogg

L a w F i r m

38 Second Avenue East

Dickinson, ND 58601

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05/18/2017

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05/18/2017



11 N Yellowstone Ave
Bozeman, Montana 59718-6257



Mackoff Kellogg
Law Firm

March 18, 2017

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██████████
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Bozeman, Montana 59718-6257

██████████ ██████████
C/O Westwood Legal
10880 Wilshire Blvd, Suite 1101
Los Angeles, CA 90024

Re: Loan No.:0023978846

Property Address: 11 N Yellowstone Ave, Bozeman, MT 59718-6257

Charles J. Peterson *+
Jason J. Henderson *+ %
David C. Piper +
Casey J. Kostecky *+
Cassie R. Dellwo *
Christina M. Wenko *+
Haylee M. Cripe *
Michael Joyner

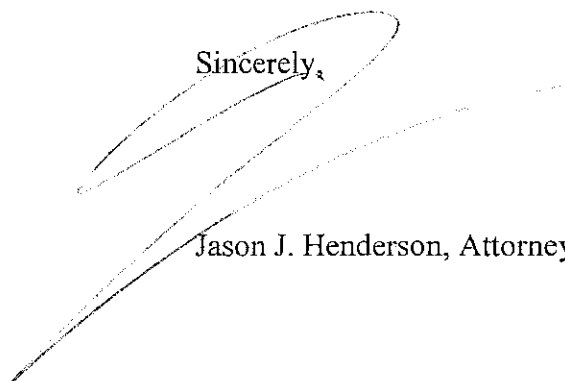
Dear Ms. Jackson:

We are in receipt of your letter dated May 10, 2017, and received in our office on May 17, 2017. We are preparing a response thereto and will provide the debt verification information to you as soon as possible.

* Also Licensed in Montana
+ Also Licensed in South Dakota
% Admitted to US Tax Court

H.A. Mackoff, 1889-1963
Theo. Kellogg, 1904-1990
Ward M. Kirby, 1922-1993

Sincerely,


Jason J. Henderson, Attorney

JJH/jz



Mackoff Kellogg

L a w F i r m

38 Second Avenue East
Dickinson, ND 58601

NEOPOST

05/18/2017

US POSTAGE \$000.46



ZIP 58601

041611276541

[REDACTED]
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Los Angeles, CA 90024



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H.A. Mackoff, 1889-1963
Theo. Kellogg, 1904-1990
Ward M. Kirby, 1922-1993

May 23, 2017

██████████
11 N Yellowstone Ave
Bozeman, Montana 59718-6257

██████████
C/O Westwood Legal
10880 Wilshire Blvd, Suite 1101
Los Angeles, CA 90024

Re: Loan No.:0023978846

Property Address: 11 N Yellowstone Ave, Bozeman, MT 59718-6257

Dear ██████████:

We are in receipt of your letter dated May 10, 2017, and received in our office on May 17, 2017, and in response thereto we provide the following information and documentation:

1. **Deed of Trust.** This Deed of Trust was executed by you on or about March 19, 2013, and was recorded with the Clerk and Recorder in Gallatin County, Montana, on March 26, 2013, as Document No. 2444587. The original Lender was Quicken Loans Inc., located at 1050 Woodard Ave. Detroit MI 48226-1906. Title Source, Inc. was the Trustee, and Mortgage Electronic Registration Systems, Inc. ("MERS") was the beneficiary named to act solely as the nominee for the Lender and Lender's successors and assigns.
2. **Note.** This Note was executed by you, on or about March 19, 2013, for the amount of \$228,600.00. By executing this document you agreed to the terms and conditions contained therein, which included, but not limited to, making monthly payments in the amount of \$1,058.69, beginning May 1, 2013, and each month subsequent, until the Note is paid in full. This Note contains an endorsement on page 3 from Quicken Loans Inc., to Federal National Mortgage Association., and on page 4 is an open Note Allonge from Federal National Mortgage Association. At this time, Federal National Mortgage Association is the holder of the Note.

May 23, 2017

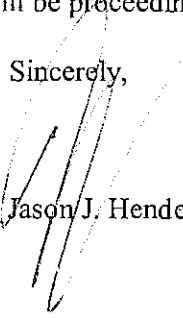
Page 2

3. **Montana Assignment of Deed of Trust.** This Assignment of the Deed of Trust was executed by the beneficiary, MERS, and assigned the full benefit of all the powers, covenants and provisions contained therein to Federal National Mortgage Association ("Fannie Mae"), a Corporation organized and Existing under the Laws of the United States of America, 14523 SW Millikan Way Suite 200 Beaverton OR 97005. This Assignment was recorded in Gallatin County, Montana on March 25, 2014 as Document No. 2476954.
4. **Payment History.** This should answer any questions you may have related to amounts, dates and descriptions of any fees assessed, payments received, and any disbursements made on this loan.

All of the enclosed documents are true and correct copies, and serve as validation of the debt for the above-referenced loan. Hopefully the information contained in this letter and documents provided were helpful to you. If you are interested in seeing if you qualify for any type of loan modification please contact Seterus, Inc. 866-570-5277

If you would like a reinstatement or payoff amount, please contact my office immediately and we will provide the same to you. At this time, we will be proceeding with the foreclosure on this property.

Sincerely,


Jason J. Henderson, Attorney

JJH/jz
Enclosures

2444587

Page 1 of 16 03/26/2013 03:58:15 PM Fee: \$112.00
Charlotte Mills - Gallatin County, MT MTG

Return To:
Document Management
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Prepared By:
Michael Stetzinger

57366509

[Space Above This Line For Recording Data]

3312915229

DEED OF TRUST

MIN 100039033129152298

Trust Indenture Under the Small Tract Financing Act of Montana

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 March 19, 2013 ,
together with all Riders to this document.
(B) "Borrower" is [REDACTED], an unmarried woman

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Quicken Loans Inc., MML 5357

Lender is a Corporation
organized and existing under the laws of the State of Michigan

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

VMP-6A(MT) (0810) 2572965004

Page 1 of 15

Initials: [Signature]

VMP Mortgage Solutions, Inc.

Form 3027 1/01 (rev. 12/03)

q03312915229 0233 334 0115

Lender's address is 1050 Woodward Ave. Detroit, MI 48226-1906

(D) "Trustee" is Title Source, 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 a 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 March 19, 2013. The Note states that Borrower owes Lender Two Hundred Twenty Eight Thousand Six Hundred and 00/100 Dollars (U.S. \$ 228,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2043. This Security Instrument secures 150% of the amount of the Note.

(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 checked="" type="checkbox"/> Other(s) [specify] Legal Attached

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

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

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

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

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

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

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



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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO COVENANTS OF RECORD.

Parcel ID Number: RGG20876 which currently has the address of
11 N Yellowstone Ave [Street]
Bozeman [City], Montana 59718 [Zip Code]
("Property Address"):

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

MONTANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP-6A(MT) (0810) Page 3 of 15 Initials: 

Form 3027 1/01
(rev. 12/03)



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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



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

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

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

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

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

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

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



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

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. 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.

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



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

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

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

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

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

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

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



attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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



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

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

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender or Trustee shall record a notice of sale in each county in which any part of the Property is located, and Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law and after publication and posting of the notice of sale, 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 or to the clerk or recorder of the county in which the sale took place.

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. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a 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.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.


25. Area of Property. The area of the Property is not more than 40 acres.



26. Waiver of Homestead Exemption Rights. In conformance with the provisions of § 70-32-202, M.C.A., this transaction involving a mortgage upon real property for purposes of securing a debt on premises, as subject hereto, and executed and acknowledged by the husband and wife, or by an unmarried person, the undersigned grantors have by separate written waiver, which waiver is incorporated herein by this reference, waived, renounced and abandoned for themselves and their family, any and all homestead exemption rights or other exemption law now or subsequently enforced within the State of Montana, or any other state or territory where judgment may be entered by virtue of this agreement or in the event of a sale pursuant to the provisions of the Montana Small Tract Financing Act.

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:


Donna J. Jackson

03/19/2013 (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower



STATE OF MONTANA, Gallatin

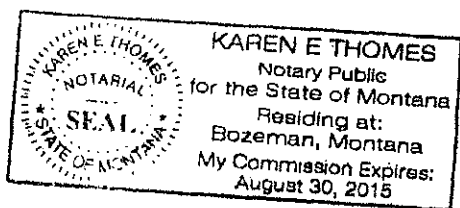
County ss:

On this 19th day of March, 2013, before me, a Notary Public for the State of Montana, personally appeared [REDACTED], an unmarried woman

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

My Commission Expires: 8/30/2015

(Seal)



Karen E. Thomes
Karen E Thomes
Notary Public for the State of Montana
Residing at Bozeman, Montana

MONTANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP-6A(MT) (0810)

Page 15 of 15

Initials: *[Signature]*

Form 3027 1/01
(rev. 12/03)



q03312915229 0233 334 1515

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): RGG20876

Land Situated in the City of Bozeman in the County of Gallatin in the State of MT

LOT 5 IN BLOCK 20 OF VALLEY UNIT SUBDIVISION, PHASE I, A RECORDED SUBDIVISION IN THE CITY OF BOZEMAN, COUNTY OF GALLATIN, STATE OF MONTANA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER, GALLATIN COUNTY, MONTANA.

Commonly known as: 11 N Yellowstone Avenue , Bozeman, MT 59718

MERS MIN: 100039033129152298

3312915229

NOTE

March 19, 2013
[Date]

Bozeman
[City]

MT
[State]

11 N Yellowstone Ave
Bozeman, MT 59718
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$228,600.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Quicken Loans Inc.

I will make all payments under this Note in the form of cash, check or money order.

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 3.750%.

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 a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 1, 2013. 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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2043, 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 P.O. Box 6577, Carol Stream, IL 60197

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. \$1,058.69

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 not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the 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.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP ©
Wolters Kluwer Financial Services
2572964991



q03312915229 0140 332 0103

Initials:

Form 3200 1/01
VMP5N (0803)00
Page 1 of 3

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: (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 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 mailed to me or delivered by other means.

(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 delivering it or 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:

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.

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


Donna J. Jackson

03/19/2013 (Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP ©
Wolters Kluwer Financial Services



q03312915229 0140 332 0303

Initials: 

Form 3200 1/01
VMP5N (0803) 00
Page 3 of 3

2476954

Page 1 of 1 03/25/2014 01:35:39 PM Fee: \$7.00
Charlotte Mills - Gallatin County, MT ASSIGN

PREPARED BY: SETERUS, INC.

WHEN RECORDED MAIL TO:

SETERUS, INC.

14523 SW MILLIKAN WAY, SUITE 200

BEAVERTON, OR 97005

PH. 1(866)570-5277

MONTANA

COUNTY OF GALLATIN

LOAN NO: 23978846 [LB0094]



ASSIGNMENT OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR QUICKEN LOANS, INC., ITS SUCCESSORS AND ASSIGNS, Assignor, located at P.O. BOX 2026, FLINT, MICHIGAN 48501-2026 for value received does hereby convey unto FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE"), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, Assignee, located at 14221 DALLAS PARKWAY, SUITE 1000, DALLAS, TX 75254 all of its rights, title, and interest of, in and to that certain Deed of Trust dated MARCH 25, 2013 executed by [REDACTED], AN UNMARRIED WOMAN, Trustor, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR QUICKEN LOANS, INC., ITS SUCCESSORS AND ASSIGNS, Original Beneficiary, and duly filed for record in GALLATIN County, State of MONTANA, and recorded as Document No. 2444587.

LEGAL DESCRIPTION: LAND SITUATED IN THE CITY OF BOZEMAN IN THE COUNTY OF GALLATIN IN THE STATE OF MT LOT 5 IN BLOCK 20 OF VALLEY UNIT SUBDIVISION, PHASE 1, A RECORDED SUBDIVISION IN THE CITY OF BOZEMAN, COUNTY OF GALLATIN, STATE OF MONTANA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER, GALLATIN COUNTY, MONTANA.

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed this MARCH 24, 2014.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

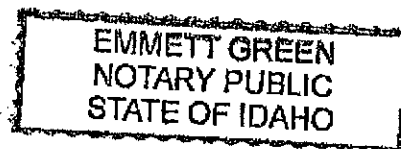
PAMELA STODDARD, VICE PRESIDENT

STATE OF IDAHO

COUNTY OF BONNEVILLE) ss.

On MARCH 24, 2014, before me, EMMETT GREEN, personally appeared PAMELA STODDARD known to me to be the VICE PRESIDENT of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

EMMETT GREEN (COMMISSION EXP. 05/31/2018)
NOTARY PUBLIC



SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

05-11-17 10-16 161 ESCROW ADVANCE

234.11 0.00 0.00 234.11

05-11-17 05-17 310 MORTGAGE INSURANCE DISBURSEMENT

234.11- 0.00 0.00 234.11- PAYEE = 013

4,852.34-

05-11-17 00-00 630 ATTORNEY ADVANCES

1,032.00 0.00 0.00 0.00 1,032.00 MTGR REC CORP ADV BA

05-11-17 00-00 630 ATTORNEY ADVANCES

98.00 0.00 0.00 0.00 98.00 MTGR REC CORP ADV BA

05-11-17 00-00 630 ATTORNEY ADVANCES

312.50 0.00 0.00 0.00 312.50 MTGR REC CORP ADV BA

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

05-04-17 10-16 161 ESCROW ADVANCE

1,436.02 0.00 0.00 1,436.02

05-04-17 05-17 313 CITY TAX

251.99- 0.00 0.00 251.99- PAYEE = 250310101

4,618.23-

05-04-17 05-17 312 COUNTY TAX

1,184.03- 0.00 0.00 1,184.03- PAYEE = 25031

4,366.24-

04-20-17 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

04-13-17 10-16 161 ESCROW ADVANCE

234.11 0.00 0.00 234.11

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

04-13-17 04-17 310 MORTGAGE INSURANCE DISBURSEMENT

234.11- 0.00 0.00 234.11- PAYEE = 013

3,182.21-

04-10-17 00-00 630 ATTORNEY ADVANCES

175.00 0.00 0.00 0.00 175.00 MTGR REC CORP ADV BA

04-10-17 00-00 630 ATTORNEY ADVANCES

44.50 0.00 0.00 0.00 44.50 MTGR REC CORP ADV BA

04-10-17 00-00 630 ATTORNEY ADVANCES

72.36 0.00 0.00 0.00 72.36 MTGR REC CORP ADV BA

04-10-17 00-00 630 ATTORNEY ADVANCES

375.00 0.00 0.00 0.00 375.00 MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

03-23-17 00-00 630 ATTORNEY ADVANCES

225.00 0.00 0.00 0.00 225.00 MTGR REC CORP ADV BA

03-23-17 00-00 630 ATTORNEY ADVANCES

375.00 0.00 0.00 0.00 375.00 MTGR REC CORP ADV BA

03-15-17 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

03-13-17 10-16 161 ESCROW ADVANCE

234.11 0.00 0.00 234.11

03-13-17 03-17 310 MORTGAGE INSURANCE DISBURSEMENT

234.11- 0.00 0.00 234.11- PAYEE = 013

2,948.10-

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ ██████████ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

02-16-17 10-16 152 LATE CHARGE ASSESSMENT

0.00 0.00 0.00 0.00 52.94-1 LATE CHARGE

02-15-17 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

02-13-17 10-16 161 ESCROW ADVANCE

234.11 0.00 0.00 234.11

02-13-17 02-17 310 MORTGAGE INSURANCE DISBURSEMENT

234.11- 0.00 0.00 234.11- PAYEE = 013

2,713.99-

01-31-17 00-00 745 CORPORATE ADVANCE ADJUSTMENT

13,297.90- 0.00 0.00 0.00 13,297.90- 3RD REC CORP ADV

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ 15 TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *-----{MORE}

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

01-27-17 10-16 161 ESCROW ADVANCE

841.00 0.00 0.00 841.00

01-27-17 02-17 351 HOMEOWNERS INSURANCE PREMIUM

841.00- 0.00 0.00 841.00- PAYEE = MWE00

2,479.88-

01-19-17 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

01-17-17 10-16 152 LATE CHARGE ASSESSMENT

0.00 0.00 0.00 0.00 52.94-1 LATE CHARGE

01-13-17 00-00 630 ATTORNEY ADVANCES

312.50 0.00 0.00 0.00 312.50 MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

-- CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

01-13-17 00-00 630 ATTORNEY ADVANCES

1,099.20 0.00 0.00 0.00 1,099.20 MTGR REC CORP ADV BA

01-13-17 00-00 630 ATTORNEY ADVANCES

97.50 0.00 0.00 0.00 97.50 MTGR REC CORP ADV BA

01-12-17 10-16 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

01-12-17 01-17 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

1,638.88-

01-05-17 00-00 745 CORPORATE ADVANCE ADJUSTMENT

1,477.75 0.00 0.00 0.00 1,477.75 3RD REC CORP ADV

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

01-05-17 00-00 745 CORPORATE ADVANCE ADJUSTMENT

750.00- 0.00 0.00 0.00 750.00- MTGR REC CORP ADV BA

01-05-17 00-00 745 CORPORATE ADVANCE ADJUSTMENT

225.00- 0.00 0.00 0.00 225.00- MTGR REC CORP ADV BA

01-05-17 00-00 745 CORPORATE ADVANCE ADJUSTMENT

175.00- 0.00 0.00 0.00 175.00- MTGR REC CORP ADV BA

01-05-17 00-00 745 CORPORATE ADVANCE ADJUSTMENT

99.25- 0.00 0.00 0.00 99.25- MTGR REC CORP ADV BA

01-05-17 00-00 745 CORPORATE ADVANCE ADJUSTMENT

85.00- 0.00 0.00 0.00 85.00- MTGR REC CORP ADV BA

01-05-17 00-00 745 CORPORATE ADVANCE ADJUSTMENT

75.00- 0.00 0.00 0.00 75.00- MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

01-05-17 00-00 745 CORPORATE ADVANCE ADJUSTMENT

68.50- 0.00 0.00 0.00 68.50- MTGR REC CORP ADV BA

12-27-16 09-16 168 REPAY OF ESCROW ADVANCE

0.00 0.00 0.00 534.19- 534.19

12-27-16 09-16 172 PAYMENT 12-26-16

0.00 237.53 821.21 534.19

262,549.48 1,428.27-

12-27-16 08-16 168 REPAY OF ESCROW ADVANCE

0.00 0.00 0.00 534.19- 534.19

12-27-16 08-16 172 PAYMENT 12-26-16

4,000.00 236.79 821.95 534.19 814.14

262,787.01 1,962.46-

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

12-15-16 08-16 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

12-15-16 12-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

2,496.65-

12-14-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

12-07-16 08-16 168 REPAY OF ESCROW ADVANCE

0.00 0.00 0.00 102.68- 102.68

12-07-16 08-16 170 DISTRIBUTED PAYMENTS

0.00 0.00 0.00 102.68 102.68-

2,286.04-

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ ██████████ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT S9718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

-----~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

12-07-16 08-16 170 DISTRIBUTED PAYMENTS

301.88- 0.00 0.00 0.00 301.88-*

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

301.88 0.00 0.00 0.00 301.88 3RD REC CORP ADV

12-07-16 08-16 170 DISTRIBUTED PAYMENTS

999.99- 0.00 0.00 0.00 999.99-*

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

999.99 0.00 0.00 0.00 999.99 3RD REC CORP ADV

12-07-16 08-16 170 DISTRIBUTED PAYMENTS

999.99- 0.00 0.00 0.00 999.99-*

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

999.99 0.00 0.00 0.00 999.99 3RD REC CORP ADV

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

-----~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

12-07-16 08-16 170 DISTRIBUTED PAYMENTS

999.99- 0.00 0.00 0.00 999.99-*

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

999.99 0.00 0.00 0.00 999.99 3RD REC CORP ADV

12-07-16 08-16 170 DISTRIBUTED PAYMENTS

999.99- 0.00 0.00 0.00 999.99-*

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

999.99 0.00 0.00 0.00 999.99 3RD REC CORP ADV

12-07-16 08-16 170 DISTRIBUTED PAYMENTS

999.99- 0.00 0.00 0.00 999.99-*

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

999.99 0.00 0.00 0.00 999.99 3RD REC CORP ADV

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

12-07-16 08-16 170 DISTRIBUTED PAYMENTS

999.99- 0.00 0.00 0.00 999.99-*

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

999.99 0.00 0.00 0.00 999.99 3RD REC CORP ADV

12-07-16 08-16 170 DISTRIBUTED PAYMENTS

999.99- 0.00 0.00 0.00 999.99-*

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

999.99 0.00 0.00 0.00 999.99 3RD REC CORP ADV

12-07-16 08-16 168 REPAY OF ESCROW ADVANCE

0.00 0.00 0.00 8,301.80- 8,301.80

12-07-16 08-16 170 DISTRIBUTED PAYMENTS

7,301.81 0.00 0.00 8,301.80 999.99-*

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

2,388.72-

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

999.99 0.00 0.00 0.00 999.99 3RD REC CORP ADV

12-07-16 08-16 143 ADJUSTMENT

NEW DUE DATE: 08-01-16, OLD DUE DATE: 04-01-15

12-07-16 04-15 143 ADJUSTMENT

0.00 27,356.37- 0.00 0.00

263,023.80

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

225.00 0.00 0.00 0.00 225.00 3RD REC CORP ADV

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

100.00 0.00 0.00 0.00 100.00 3RD REC CORP ADV

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

912.00 0.00 0.00 0.00 912.00 3RD REC CORP ADV

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

182.00 0.00 0.00 0.00 182.00 3RD REC CORP ADV

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

1,125.00 0.00 0.00 0.00 1,125.00 3RD REC CORP ADV

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

58.10 0.00 0.00 0.00 58.10 3RD REC CORP ADV

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

150.00 0.00 0.00 0.00 150.00 3RD REC CORP ADV

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

255.00 0.00 0.00 0.00 255.00 3RD REC CORP ADV

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

19.00 0.00 0.00 0.00 19.00 3RD REC CORP ADV

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

1,970.00 0.00 0.00 0.00 1,970.00 3RD REC CORP ADV

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

1,970.00- 0.00 0.00 0.00 1,970.00- 3RD REC CORP ADV

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

225.00- 0.00 0.00 0.00 225.00- MTGR REC CORP ADV BA

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

100.00- 0.00 0.00 0.00 100.00- MTGR REC CORP ADV BA

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

912.00- 0.00 0.00 0.00 912.00- MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ ██████████ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

-----~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

182.00- 0.00 0.00 0.00 182.00- MTGR REC CORP ADV BA

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

1,125.00- 0.00 0.00 0.00 1,125.00- MTGR REC CORP ADV BA

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

58.10- 0.00 0.00 0.00 58.10- MTGR REC CORP ADV BA

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

150.00- 0.00 0.00 0.00 150.00- MTGR REC CORP ADV BA

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

255.00- 0.00 0.00 0.00 255.00- MTGR REC CORP ADV BA

12-07-16 00-00 745 CORPORATE ADVANCE ADJUSTMENT

19.00- 0.00 0.00 0.00 19.00- MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ ██████████ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

-----~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

12-07-16 04-15 132 LATE CHARGE ADJUSTMENT

0.00 0.00 0.00 0.00 106.18 1 LATE CHARGE

11-25-16 00-00 630 ATTORNEY ADVANCES

99.25 0.00 0.00 0.00 99.25 MTGR REC CORP ADV BA

11-25-16 00-00 630 ATTORNEY ADVANCES

68.50 0.00 0.00 0.00 68.50 MTGR REC CORP ADV BA

11-25-16 00-00 630 ATTORNEY ADVANCES

175.00 0.00 0.00 0.00 175.00 MTGR REC CORP ADV BA

11-25-16 00-00 630 ATTORNEY ADVANCES

375.00 0.00 0.00 0.00 375.00 MTGR REC CORP ADV BA

11-22-16 04-15 161 ESCROW ADVANCE

1,190.65 0.00 0.00 1,190.65

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

11-22-16 11-16 312 COUNTY TAX

1,190.65- 0.00 0.00 1,190.65- PAYEE = 25031

10,690.52-

11-18-16 04-15 161 ESCROW ADVANCE

252.95 0.00 0.00 252.95

11-18-16 11-16 313 CITY TAX

252.95- 0.00 0.00 252.95- PAYEE = 250310101

9,499.87-

11-16-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

11-11-16 04-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

----~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

11-11-16 11-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

9,246.92-

10-31-16 00-00 630 ATTORNEY ADVANCES

225.00 0.00 0.00 0.00 225.00 MTGR REC CORP ADV BA

10-31-16 00-00 630 ATTORNEY ADVANCES

375.00 0.00 0.00 0.00 375.00 MTGR REC CORP ADV BA

10-13-16 04-1S 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

10-13-16 10-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

9,036.31-

----* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

10-12-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

10-05-16 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

25.00 0.00 0.00 0.00 25.00 3RD REC CORP ADV

09-14-16 04-1S 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

09-14-16 09-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

8,825.70-

09-13-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

15 TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

08-18-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

08-11-16 04-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

08-11-16 08-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

8,615.09-

07-27-16 00-00 631 PROPERTY PRESERVATION

85.00 0.00 0.00 0.00 85.00 MTGR REC CORP ADV BA

07-14-16 04-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

07-14-16 07-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

8,404.48-

07-11-16 03-15 168 REPAY OF ESCROW ADVANCE

0.00 0.00 0.00 480.92- 480.92

07-11-16 03-15 173 PAYMENT

0.00 177.44 884.42 480.92 1,542.78-

235,667.43 8,193.87-

07-11-16 03-15 172 PAYMENT

1,579.00 0.00 0.00 0.00 1,579.00

06-15-16 03-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

-----~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

06-15-16 06-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

8,674.79-

06-13-16 02-15 168 REPAY OF ESCROW ADVANCE

0.00 0.00 0.00 483.91- 483.91

06-13-16 02-15 173 PAYMENT 06-11-16

0.00 176.78 885.08 483.91 1,545.77-

235,844.87 8,464.18-

06-13-16 02-15 172 PAYMENT 06-11-16

1,579.00 0.00 0.00 0.00 1,579.00

05-17-16 00-00 630 ATTORNEY ADVANCES

912.00 0.00 0.00 0.00 912.00 MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

-----~HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

05-17-16 00-00 630 ATTORNEY ADVANCES

127.00 0.00 0.00 0.00 127.00 MTGR REC CORP ADV BA

05-17-16 00-00 630 ATTORNEY ADVANCES

375.00 0.00 0.00 0.00 375.00 MTGR REC CORP ADV BA

05-16-16 02-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

05-16-16 05-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

8,948.09-

05-11-16 02-15 161 ESCROW ADVANCE

1,406.84 0.00 0.00 1,406.84

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ ██████████ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWR5 < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

05-11-16 05-16 313 CITY TAX

221.53- 0.00 0.00 221.53- PAYEE = 2S0310101

8,737.48-

05-11-16 05-16 312 COUNTY TAX

1,185.31- 0.00 0.00 1,185.31- PAYEE = 25031

8,515.95-

05-11-16 01-15 168 REPAY OF ESCROW ADVANCE

0.00 0.00 0.00 483.91- 483.91

05-11-16 01-15 173 PAYMENT

0.00 176.12 885.74 483.91 1,545.77-

236,021.65 7,330.64-

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

05-11-16 01-15 172 PAYMENT

1,579.00 0.00 0.00 0.00 1,579.00

04-27-16 00-00 631 PROPERTY PRESERVATION

85.00 0.00 0.00 0.00 85.00 MTGR REC CORP ADV BA

04-19-16 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

04-19-16 04-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

7,814.55-

04-13-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

03-17-16 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

03-17-16 03-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

7,603.94-

03-09-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

02-12-16 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

02-12-16 02-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

7,393.33-

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

02-04-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

01-27-16 01-15 161 ESCROW ADVANCE

844.30 0.00 0.00 844.30

01-27-16 02-16 351 HOMEOWNERS INSURANCE PREMIUM

844.30- 0.00 0.00 844.30- PAYEE = MWE00

7,182.72-

01-20-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

01-14-16 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

----~HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

01-14-16 01-16 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

6,338.42-

01-11-16 00-00 630 ATTORNEY ADVANCES

225.00 0.00 0.00 0.00 225.00 MTGR REC CORP ADV BA

01-11-16 00-00 630 ATTORNEY ADVANCES

100.00 0.00 0.00 0.00 100.00 MTGR REC CORP ADV BA

01-11-16 00-00 630 ATTORNEY ADVANCES

58.10 0.00 0.00 0.00 58.10 MTGR REC CORP ADV BA

01-11-16 00-00 630 ATTORNEY ADVANCES

19.00 0.00 0.00 0.00 19.00 MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ ██████████ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

----~HIST-----* LOAN HISTORY *-----{MORE}

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

01-11-16 00-00 630 ATTORNEY ADVANCES

55.00 0.00 0.00 0.00 55.00 MTGR REC CORP ADV BA

01-11-16 00-00 630 ATTORNEY ADVANCES

750.00 0.00 0.00 0.00 750.00 MTGR REC CORP ADV BA

12-30-15 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

5.00 0.00 0.00 0.00 5.00 3RD REC CORP ADV

12-14-15 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

12-14-15 12-15 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

6,127.81-

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ ██████████ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

12-09-15 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

11-18-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT

30.00- 0.00 0.00 0.00 30.00- MTGR REC CORP ADV BA

11-18-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT

30.00 0.00 0.00 0.00 30.00 NON REC CORP ADV

11-16-15 01-15 161 ESCROW ADVANCE

1,415.21 0.00 0.00 1,415.21

11-16-15 11-15 313 CITY TAX

223.30- 0.00 0.00 223.30- PAYEE = 250310101

5,917.20-

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

11-16-15 11-15 312 COUNTY TAX

1,191.91- 0.00 0.00 1,191.91- PAYEE = 25031

5,693.90-

11-13-15 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

11-13-15 11-15 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

4,501.99-

11-04-15 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

10-15-15 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

10-15-15 10-15 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

4,291.38-

10-07-15 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

10-06-15 00-00 631 PROPERTY PRESERVATION

85.00 0.00 0.00 0.00 85.00 MTGR REC CORP ADV BA

09-16-15 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

09-16-15 09-15 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

4,080.77-

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION
08-26-15 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

08-26-15 08-15 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

3,870.16-

07-28-15 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

07-28-15 07-15 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

3,659.55-

07-08-15 00-00 631 PROPERTY PRESERVATION

85.00 0.00 0.00 0.00 85.00 MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

----~HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

06-24-15 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

06-24-15 06-15 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

3,448.94-

06-19-15 00-00 601 MISCELLANEOUS CORPORATE DISBURSEMENT

185.00 0.00 0.00 0.00 185.00 3RD REC CORP ADV

06-18-15 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

05-29-15 01-15 161 ESCROW ADVANCE

210.61 0.00 0.00 210.61

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

██████████ ██████████ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 ██████████

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

05-29-15 05-15 310 MORTGAGE INSURANCE DISBURSEMENT

210.61- 0.00 0.00 210.61- PAYEE = 013

3,238.33-

05-21-15 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

25.00 0.00 0.00 0.00 25.00 3RD REC CORP ADV

05-21-15 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

05-11-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT

10.00- 0.00 0.00 0.00 10.00- 3RD REC CORP ADV

05-11-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT

170.00- 0.00 0.00 0.00 170.00- 3RD REC CORP ADV

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:2

██████████ ██████████ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 424-292-651

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

----~HIST-----* LOAN HISTORY *------(MORE

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DAT

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

05-08-15 01-15 161 ESCROW ADVANCE

199.05 0.00 0.00 199.05

05-08-15 05-15 313 CITY TAX

199.05- 0.00 0.00 199.05- PAYEE = 250310101

3,027.72-

05-07-15 01-15 161 ESCROW ADVANCE

1,191.27 0.00 0.00 1,191.27

05-07-15 05-15 312 COUNTY TAX

1,191.27- 0.00 0.00 1,191.27- PAYEE = 25031

2,828.67-

04-28-15 01-15 161 ESCROW ADVANCE

631.83 0.00 0.00 631.83

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 _____

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *-----{MORE}

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

04-28-15 02-15 310 MORTGAGE INSURANCE DISBURSEMENT

631.83- 0.00 0.00 631.83- PAYEE = 013

1,637.40-

04-15-15 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

03-13-15 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

03-12-15 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

03-01-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT

10.00 0.00 0.00 0.00 10.00 3RD REC CORP ADV

----* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

_____ 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 [REDACTED]

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

03-01-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT

110.00 0.00 0.00 0.00 110.00 3RD REC CORP ADV

03-01-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT

5.00 0.00 0.00 0.00 5.00 3RD REC CORP ADV

03-01-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT

255.00 0.00 0.00 0.00 255.00 3RD REC CORP ADV

03-01-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT

12.00 0.00 0.00 0.00 12.00 3RD REC CORP ADV

02-28-15 02-15 161 ESCROW ADVANCE

1,005.57 0.00 0.00 1,005.57

02-28-15 02-15 310 MORTGAGE INSURANCE DISBURSEMENT

200.40- 0.00 0.00 200.40-

---* PF2 FOR ADDL MESSAGES *-----

SER1 0023978846 _____ CUSTOMER SERVICE INV 118/001 05/17/17 13:41:25

[REDACTED] [REDACTED] 1S TYPE CONV. PMI MAN F

000-00-0000 IR 3.75000 BR 00 [REDACTED]

11 N YELLOWSTONE AVE BOZEMAN MT 59718-6257 0 000-000-0000

_ CGAWRS < WRITTEN CORRESPONDENCE SENT >: 05/16/17

---~HIST-----* END OF LOAN HISTORY *------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

1,005.57-

02-28-15 02-15 351 HOMEOWNERS INSURANCE PREMIUM

805.80- 0.00 0.00 805.80-

805.17-

02-28-15 02-15 170 DISTRIBUTED PAYMENTS

11,445.59- 11,445.59- 0.00 0.00

236,197.77

---* PF2 FOR ADDL MESSAGES *-----

Loan: 23978846 [REDACTED]

T Batch Posted Cash Input App To Prn App To Int Charges Suspense Op

9	58	010715	-3781.22	-3781.22	.00	.00	.00 58
9	58	010715	-1383.61	-1383.61	.00	.00	.00 58
9	58	010715	-6280.76	-6280.76	.00	.00	.00 58
9	58	010715	6280.76	.00	6280.76	.00	.00 58
9	58	010715	15.00	.00	.00	15.00	.00 58
9	58	010715	15.00	.00	.00	15.00	.00 58

9	58	010715	15.00	.00	.00	15.00	.00	58
9	58	010715	15.00	.00	.00	15.00	.00	58
9	58	010715	750.00	.00	.00	750.00	.00	58
9	58	010715	176.00	.00	.00	176.00	.00	58
9	58	010715	397.61	.00	.00	397.61	.00	58
1	W3133B	121214	.00	.00	.00	31.21	-31.21	9
1	E5817L	121114	1069.14	355.23	703.46	.00	10.45	10
1	E5071L	111314	1.00	.00	.00	.00	1.00	10
1	E5035L	111214	1068.14	354.12	704.57	.00	9.45	10
1	E4400X	102014	1069.00	353.02	705.67	.00	10.31	14
1	E4400X	102014	10.00	.00	.00	10.00	.00	14

(N)ext (P)revious (B)egin (E)nd (Q)uit:

Loan: 23978846

T Batch Posted Cash Input App To Prn App To Int Charges Suspense Op

1	W0940B	081214	.00	.00	.00	.45	-.45	9
1	D6821X	010914	1059.14	351.92	706.77	.00	.45	11
1	D5384L	111313	1058.69	350.82	707.87	.00	.00	36
1	D4624L	101613	1058.69	349.73	708.96	.00	.00	36
1	D3808L	091313	1056.83	348.64	710.05	.00	-1.86	18
1	D3002L	081313	1059.31	347.55	711.14	.00	.62	18
1	D2224L	071513	1059.31	346.47	712.22	.00	.62	18
1	D1338L	061313	1059.31	345.39	713.30	.00	.62	18

(N)ext (P)revious (B)egin (E)nd (Q)uit:

MASTER NOTE

JUNE 9TH, 2017

[Date]

BEVERLY HILLS

[County]

CALIFORNIA

[State]

11 N YELLOWSTONE AVE, BOZEMAN, MT 59718

[Property Address]

1. MAKER'S PROMISE TO PAY

I promise to pay U.S. \$207,242.00 (this amount is called "Principal"), plus interest, to the order of the Payee. The Payee is: WEST H&A LLC, A LIMITED LIABILITY CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Payee may transfer this Note. The Payee 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 4.00%

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 a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JULY 1ST, 2017.

I will make these payments every month until I have paid 480 months. Any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 1ST, 2057, 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

WEST H&A LLC, 433 N CAMDEN DR, 6TH FLOOR, BEVERLY HILLS, CA 90210 OR ELECTRONICALLY or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment for the first 480 months will be in the amount of U.S \$866.14

4. MAKER'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 not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the 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. DEBT CHARGES

If a law, which applies to this debt and which sets maximum debt charges, is finally interpreted so that the interest or other debt charges collected or to be collected in connection with this debt exceed the permitted limits, then: (a) any such debt charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) 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. MAKER'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 % 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 mailed to me or delivered by other means.

(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 delivering it or 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:

If all or any part of the Property or any Interest in the Property is sold or transferred
(or if Maker is not a natural person and a beneficial interest in Maker is sold or transferred)

without Payee's prior written consent, Payee may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Payee if such exercise is prohibited by Applicable Law.

If Payee exercises this option, Payee shall give Maker 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 Maker must pay all sums secured by this Security Instrument. If Maker fails to pay these sums prior to the expiration of this period, Payee may invoke any remedies permitted by this Security Instrument without further notice or demand on Maker.

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

- (Seal)
- Maker

____ (Seal)
- Maker

— (Seal)
- Maker

[Sign Original Only]

 ORIGINAL

After Recording Return To:

WEST H&A LLC
433 N CAMDEN DR, 6TH FLOOR
BEVERLY HILLS, CA 90210

APN : 06-0798-10-1-27-03-0000

[Space Above This Line For Recording Data]

MORTGAGE DEED OF TRUST
Trust Indenture Under the Small Tract Financing Act of Montana

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 JUNE 9TH, 2017, together with all Riders to this document.

(B) "Maker" is [REDACTED] AN UNMARRIED WOMAN. Maker is the trustor under this Security Instrument.

(C) "Payee" is WEST H&A LLC.

Payee is a LIMITED LIABILITY CORPORATION organized and existing under the laws of THE UNITED STATES OF AMERICA. Payee's address is :
433 N CAMDEN DR, 6TH FLOOR, BEVERLY HILLS, CA 90210.
Payee is the beneficiary under this Security Instrument.

(D) "Trustee" is WARRANTED EFFECTUATION OF SUBSTITUTE TRANSFEREE INC.

(D1) "WEST" is Warranted Effectuation of Substitute Transferee, INC., a separate corporation that is acting solely as Nominated Trustee and Substitute Trustee for Payee and Payee's Successors. WEST is organized and existing under the laws of Delaware, and has an address of 433 N Camden Dr, 4th Floor, Suite 114, Beverly Hills, CA 90210, tel. 866-433-WEST. WEST will not act on behalf of or serve in any purported beneficiary interests or authorities of Payee's Nominee or Nominee's successors and assigns. WEST is the Master Trustee under this Security Instrument.

(E) "Note" means the promissory note signed by Maker and dated JUNE 9TH, 2017.

The Note states that Maker owes TWO HUNDRED SEVEN THOUSAND TWO HUNDRED FORTY TWO AND 0/100 Dollars (U.S. \$207,242.00) plus interest. Maker has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 1ST, 2057.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property. Property address is 11 N YELLOWSTONE AVE, BOZEMAN, MT 59718

(G) "Debt" 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.

 ORIGINAL

(H) "Riders" means all Riders to this Security Instrument that are executed by Maker. The following Riders are to be executed by Maker [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"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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 debt" even if the Debt does not qualify as a "federally related mortgage debt" under RESPA.

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

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TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Payee: (i) the repayment of the Debt, and all renewals, extensions and modifications of the Note; and (ii) the performance of Maker's covenants and agreements under this Security Instrument and the Note. For this purpose, Maker irrevocably grants and conveys to WEST, in trust, with power of sale, the following described property located in the COUNTY OF GALLATIN :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

APN : 06-0798-10-1-27-03-0000

which currently has the address of :

11 N YELLOWSTONE AVE

[Street]

BOZEMAN

, Montana

59718 ("Property Address"):

[City]

[Zip Code]

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

MAKER COVENANTS that Maker is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Maker 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. Maker and Payee covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Maker 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. Maker 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 Payee as payment under the Note or this Security Instrument is returned to Payee unpaid, Payee 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 Payee: (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.

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Payments are deemed received by Payee when received at the location designated in the Note or at such other location as may be designated by Payee in accordance with the notice provisions in Section 15. Payee may return any payment or partial payment if the payment or partial payments are insufficient to bring the Debt current. Payee may accept any payment or partial payment insufficient to bring the Debt current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Payee 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 Payee need not pay interest on unapplied funds. Payee may hold such unapplied funds until Maker makes payment to bring the Debt current. If Maker does not do so within a reasonable period of time, Payee shall either apply such funds or return them to Maker. 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 Maker might have now or in the future against Payee shall relieve Maker 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 Payee 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 Payee receives a payment from Maker 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, Payee may apply any payment received from Maker 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. Maker shall pay to Payee 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 Payee under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Maker to Payee 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 Debt, Payee may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Maker, and such dues, fees and assessments shall be an Escrow Item. Maker shall promptly furnish to Payee all notices of amounts to be paid under this Section. Maker shall pay Payee the Funds for Escrow Items unless Payee waives Maker's obligation to pay the Funds for any or all Escrow Items. Payee may waive Maker's obligation to pay to Payee Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such

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waiver, Maker shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Payee and, if Payee requires, shall furnish to Payee receipts evidencing such payment within such time period as Payee may require. Maker'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 Maker is obligated to pay Escrow Items directly, pursuant to a waiver, and Maker fails to pay the amount due for an Escrow Item, Payee may exercise its rights under Section 9 and pay such amount and Maker shall then be obligated under Section 9 to repay to Payee any such amount. Payee 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, Maker shall pay to Payee all Funds, and in such amounts, that are then required under this Section 3.

Payee may, at any time, collect and hold Funds in an amount (a) sufficient to permit Payee to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a Payee can require under RESPA. Payee 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 Payee, if Payee is an institution whose deposits are so insured) or in any Federal Home Debt Bank. Payee shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Payee shall not charge Maker for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Payee pays Maker interest on the Funds and Applicable Law permits Payee to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Payee shall not be required to pay Maker any interest or earnings on the Funds. Maker and Payee can agree in writing, however, that interest shall be paid on the Funds. Payee shall give to Maker, 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, Payee shall account to Maker for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Payee shall notify Maker as required by RESPA, and Maker shall pay to Payee 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, Payee shall notify Maker as required by RESPA, and Maker shall pay to Payee 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, Payee shall promptly refund to Maker any Funds held by Payee.

4. Charges; Liens. Maker 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, Maker shall pay them in the manner provided in Section 3.

Maker shall promptly discharge any lien which has priority over this Security Instrument unless Maker: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Payee, but only so long as Maker is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Payee's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but

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only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Payee subordinating the lien to this Security Instrument. If Payee determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Payee may give Maker a notice identifying the lien. Within 10 days of the date on which that notice is given, Maker shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Maker 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 Payee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Payee requires. What Payee requires pursuant to the preceding sentences can change during the term of the Debt. The insurance carrier providing the insurance shall be chosen by Maker subject to Payee's right to disapprove Maker's choice, which right shall not be exercised unreasonably. Payee may require Maker to pay, in connection with this Debt, 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. Maker 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 Maker.

If Maker fails to maintain any of the coverages described above, Payee may obtain insurance coverage, at Payee's option and Maker's expense. Payee is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Payee, but might or might not protect Maker, Maker'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. Maker acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Maker could have obtained. Any amounts disbursed by Payee under this Section 5 shall become additional debt of Maker 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 Payee to Maker requesting payment.

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

In the event of loss, Maker shall give prompt notice to the insurance carrier and Payee. Payee may make proof of loss if not made promptly by Maker. Unless Payee and Maker otherwise

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agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Payee, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Payee's security is not lessened. During such repair and restoration period, Payee shall have the right to hold such insurance proceeds until Payee has had an opportunity to inspect such Property to ensure the work has been completed to Payee's satisfaction, provided that such inspection shall be undertaken promptly. Payee 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, Payee shall not be required to pay Maker any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Maker shall not be paid out of the insurance proceeds and shall be the sole obligation of Maker. If the restoration or repair is not economically feasible or Payee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Maker. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Maker abandons the Property, Payee may file, negotiate and settle any available insurance claim and related matters. If Maker does not respond within 30 days to a notice from Payee that the insurance carrier has offered to settle a claim, then Payee may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Payee acquires the Property under Section 22 or otherwise, Maker hereby assigns to Payee (a) Maker'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 Maker's rights (other than the right to any refund of unearned premiums paid by Maker) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Payee 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. Maker shall occupy, establish, and use the Property as Maker's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Maker's principal residence for at least one year after the date of occupancy, unless Payee otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Maker's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Maker shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Maker is residing in the Property, Maker 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, Maker 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, Maker shall be responsible for repairing or restoring the Property only if Payee has released proceeds for such purposes. Payee 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, Maker is not relieved of Maker's obligation for the completion of such repair or restoration.

Payee or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Payee may inspect the interior of the improvements on the Property. Payee

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shall give Maker notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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

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

Any amounts disbursed by Payee under this Section 9 shall become additional debt of Maker 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 Payee to Maker requesting payment.

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

10. Mortgage Insurance. If Payee required Mortgage Insurance as a condition of making the Debt, Maker shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Payee ceases to be available from the mortgage insurer that previously provided such insurance and Maker was required to make separately designated payments toward the premiums for Mortgage Insurance, Maker 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 Maker of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Payee. If substantially equivalent Mortgage Insurance coverage is not available, Maker shall continue to pay to Payee the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Payee 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 Debt is ultimately paid in full, and Payee shall not be required to

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pay Maker any interest or earnings on such loss reserve. Payee can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Payee requires) provided by an insurer selected by Payee again becomes available, is obtained, and Payee requires separately designated payments toward the premiums for Mortgage Insurance. If Payee required Mortgage Insurance as a condition of making the Debt and Maker was required to make separately designated payments toward the premiums for Mortgage Insurance, Maker shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Payee's requirement for Mortgage Insurance ends in accordance with any written agreement between Maker and Payee providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Maker's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Payee (or any entity that purchases the Note) for certain losses it may incur if Maker does not repay the Debt as agreed. Maker 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, Payee, 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 Maker'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 Payee 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 Maker has agreed to pay for Mortgage Insurance, or any other terms of the Debt. Such agreements will not increase the amount Maker will owe for Mortgage Insurance, and they will not entitle Maker to any refund.

(b) Any such agreements will not affect the rights Maker 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 Payee.

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 Payee's security is not lessened. During such repair and restoration period, Payee shall have the right to hold such Miscellaneous Proceeds until Payee has had an opportunity to inspect such Property to ensure the work has been completed to Payee's satisfaction, provided that such inspection shall be undertaken promptly. Payee 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

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Law requires interest to be paid on such Miscellaneous Proceeds, Payee shall not be required to pay Maker any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Payee'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 Maker. 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 Maker.

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 Maker and Payee 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 Maker.

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 Maker and Payee 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 Maker, or if, after notice by Payee to Maker that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Maker fails to respond to Payee within 30 days after the date the notice is given, Payee 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 Maker Miscellaneous Proceeds or the party against whom Maker has a right of action in regard to Miscellaneous Proceeds.

Maker shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Payee's judgment, could result in forfeiture of the Property or other material impairment of Payee's interest in the Property or rights under this Security Instrument. Maker 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 Payee's judgment, precludes forfeiture of the Property or other material impairment of Payee'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 Payee's interest in the Property are hereby assigned and shall be paid to Payee.

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. Maker Not Released; Forbearance By Payee Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Payee to Maker or any Successor in Interest of Maker shall not operate to release the liability of Maker or any Successors in Interest of Maker. Payee shall not be required to commence proceedings against any Successor in Interest of Maker 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 Maker or any Successors in Interest of Maker. Any forbearance by Payee in exercising any right or remedy including, without limitation, Payee's acceptance of payments from third persons, entities or Successors in Interest of Maker 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. Maker covenants and agrees that Maker's obligations and liability shall be joint and several. However, any Maker 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 Payee and any other Maker 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 Maker who assumes Maker's obligations under this Security Instrument in writing, and is approved by Payee, shall obtain all of Maker's rights and benefits under this Security Instrument. Maker shall not be released from Maker's obligations and liability under this Security Instrument unless Payee 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 Payee.

14. Debt Charges. Payee may charge Maker fees for services performed in connection with Maker's default, for the purpose of protecting Payee'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 Maker shall not be construed as a prohibition on the charging of such fee. Payee may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Debt is subject to a law which sets maximum debt charges, and that law is finally interpreted so that the interest or other debt charges collected or to be collected in connection with the Debt exceed the permitted limits, then: (a) any such debt charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Maker which exceeded permitted limits will be refunded to Maker. Payee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Maker. 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). Maker's acceptance of any such refund made by direct payment to Maker will constitute a waiver of any right of action Maker might have arising out of such overcharge.

15. Notices. All notices given by Maker or Payee in connection with this Security Instrument must be in writing. Any notice to Maker in connection with this Security Instrument shall be deemed to have been given to Maker when mailed by first class mail or when actually delivered to Maker's notice address if sent by other means. Notice to any one Maker shall constitute notice to all Makers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Maker has designated a substitute notice address by notice to Payee. Maker shall promptly notify Payee of Maker's change of address. If Payee specifies a procedure for reporting Maker's change of address, then Maker 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 Payee shall be given by delivering it or by mailing it by first class mail to Payee's address stated herein unless Payee has

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designated another address by notice to Maker. Any notice in connection with this Security Instrument shall not be deemed to have been given to Payee until actually received by Payee. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

If Payee exercises this option, Payee shall give Maker 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 Maker must pay all sums secured by this Security Instrument. If Maker fails to pay these sums prior to the expiration of this period, Payee may invoke any remedies permitted by this Security Instrument without further notice or demand on Maker.

19. Maker's Right to Reinstate After Acceleration. If Maker meets certain conditions, Maker 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 Maker's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Maker: (a) pays Payee 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 Payee's interest in the Property and rights under this Security Instrument; and (d) takes such action as Payee may reasonably require to assure that Payee's interest in the Property and rights under



this Security Instrument, and Maker's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Payee may require that Maker pay such reinstatement sums and expenses in one or more of the following forms, as selected by Payee: (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 Maker, 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 Debt 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 Maker. A sale might result in a change in the entity (known as the "Debt Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage debt servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Debt Servicer unrelated to a sale of the Note. If there is a change of the Debt Servicer, Maker will be given written notice of the change which will state the name and address of the new Debt Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Debt is serviced by a Debt Servicer other than the purchaser of the Note, the mortgage debt servicing obligations to Maker will remain with the Debt Servicer or be transferred to a successor Debt Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Maker nor Payee 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 Maker or Payee 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 Maker pursuant to Section 22 and the notice of acceleration given to Maker 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.

Maker 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. Maker 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

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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).

Maker shall promptly give Payee 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 Maker 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 Maker 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, Maker shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Payee for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Maker and Payee further covenant and agree as follows:

22. Acceleration; Remedies. Payee shall give notice to Maker prior to acceleration following Maker'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 Maker, 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 Maker 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 Maker to acceleration and sale. If the default is not cured on or before the date specified in the notice, Payee 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. Payee 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 Payee invokes the power of sale, Payee shall execute or cause WEST to execute a written notice of the occurrence of an event of default and of Payee's election to cause the Property to be sold. WEST shall cause this notice to be recorded in each county in which any part of the Property is located. Payee or WEST shall mail copies of the notice as prescribed by Applicable Law to Maker and to the other persons prescribed by Applicable Law. WEST shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, WEST, without demand on Maker, 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 WEST determines. WEST may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Payee or its designee may purchase the Property at any sale.



WEST shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the WEST's deed shall be prima facie evidence of the truth of the statements made therein. WEST shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable WEST'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, Payee shall request WEST to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to WEST. WEST shall reconvey the Property without warranty to the person or persons legally entitled to it. Payee 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 WEST) 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. Payee, at its option, may from time to time enlist a Substitute Trustee or appoint WEST to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Nominees and Nominee's Successors and Assigns may not substitute WEST nor nominate a Trustee other than WEST. If Payee or Payee's Successor's are unable, Without conveyance of the Property, WEST shall succeed to all the title, power and duties conferred upon WEST herein and by Applicable Law.

25. Area of Property. The area of the Property is not more than 40 acres.

26. Waiver of Homestead Exemption Rights. In conformance with the provisions of §70-32-202, M.C.A., this transaction involving a mortgage upon real property for purposes of securing a debt on premises, as subject hereto, and executed and acknowledged by the husband and wife, or by an unmarried person, the undersigned grantors have by separate written waiver, which waiver is incorporated herein by this reference, waived, renounced and abandoned for themselves and their family, any and all homestead exemption rights or other exemption law now or subsequently enforced within the State of Montana, or any other state or territory where judgment may be entered by virtue of this agreement or in the event of a sale pursuant to the provisions of the Montana Small Tract Financing Act.

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

Witnesses:

 _____ (Seal)
 - Maker

 _____ (Seal)
 - Maker

[Space Below This Line for Acknowledgment]

CERTIFICATE OF ACKNOWLEDGMENT

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.

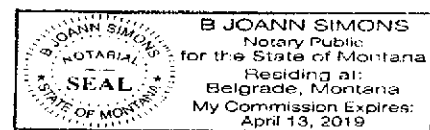
State of Montana
 County of Gallatin B JoAnn Simons
 On 6/16/17 before me, Donna S Jackson, Notary Public,
 personally appeared Donna S Jackson

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

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

WITNESS my hand and official seal.

B JoAnn Simons
 Signature of Notary Public



(Notary Seal)

EXHIBIT A

 ORIGINAL

Legal Information

Legal Description: A PARCEL OF LAND LOCATED IN THE STATE OF MT, COUNTY OF GALLATIN, WITH A SITUS ADDRESS OF 11 N YELLOWSTONE AVE, BOZEMAN MT 59718-6257 C020 CURRENTLY OWNED BY CARKEEK RAYMOND & CARKEEK PATRICIA HAVING A TAX ASSESSOR NUMBER OF 06-0798-10-1-27-03-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS VALLEY UNIT SUB PH 1, S10, T02 S, R05 E, BLOCK 20, LOT 5, PLAT J-92 AND DESCRIBED IN DOCUMENT NUMBER 2069858 DATED 05/21/2002 AND RECORDED 05/22/2002 .

Subdivision: VALLEY UNIT SUB PH 1

APN: 06-0798-10-1-27-03-0000

Legal Lot: 5

Legal Block: 20

Requested and Prepared By:
BLG PC National

After Recording Return To:
Deutsche Mellon National Asset, LLC.
10940 Wilshire Blvd, Suite 1600
Los Angeles, CA 90024

APN: 06-0798-18-1-37-03-0000 [Space Above This Line For Recording Data]

ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned hereby transfers and assigns to DEUTSCHE MELLON NATIONAL ASSET, LLC., A LIMITED LIABILITY CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF WYOMING that certain Deed of Trust dated MARCH 19, 2013 executed by [REDACTED], AN UNMARRIED WOMAN, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AKA 'MERS' SOLELY AS NOMINEE FOR QUICKEN LOANS, INC., MML 5357, A MICHIGAN CORPORATION, ITS SUCCESSORS AND ASSIGNS as Beneficiary, and recorded as Instrument No. 2444587 on MARCH 26, 2013 in Book NA, Page NA, Official Records of GALLATIN COUNTY, MONTANA, together with the Note or notes secured by and described or referred to in that Deed of Trust, the money due on or to become due on the Deed of Trust, with Interest, and all the rights accrued or to accrue under the Deed of Trust. Assignee does for himself, his successors and assigns, **RELEASE, REMISE, AND FOREVER DISCHARGE:**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AKA 'MERS' SOLELY AS NOMINEE FOR QUICKEN LOANS, INC., MML 5357, A MICHIGAN CORPORATION, ITS SUCCESSORS AND ASSIGNS.

KYANITE SERVICES, INC.,
FEDERAL NATIONAL MORTGAGE ASSOCIATION, FNMA "FANNIE MAE",
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AKA 'MERS',
SETERUS, INC.,

AND THEIR, HER OR HIS SUCCESSORS AND ASSIGNS,

of and from any and every right and all manner of action and actions, cause and causes of action, claims or demands of whatsoever kind, nature, or description, at law or in equity, or created by statute, which they now have or which their successors and assigns hereafter can, shall, or may have against KEITH D HANNA A SINGLE MAN AND KATHERN N DAVIS A SINGLE WOMAN and DEUTSCHE MELLON NATIONAL ASSET, LLC., A LIMITED LIABILITY CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF WYOMING, located at:
10940 WILSHIRE BLVD, SUITE 1600, LOS ANGELES, CA 90024

The real property subject to the Deed of Trust is located in the City of BOZEMAN, GALLATIN COUNTY, MONTANA and is more particularly described as follows:

SEE LEGAL DESCRIPTION, "EXHIBIT A", ATTACHED HERETO AND MADE A PART HEREOF,

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the said Assignor hereby assigns unto the above-named assignee, the said Deed of Trust having an original principal sum of \$228,600.00 with interest, secured thereby, and the full benefit of all the powers and covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto said Assignee, the Assignor's interest under the Deed of Trust. TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS HEREOF, the assignor has executed these presents the day and year first written hereto:

WITHOUT RECOURSE
Pay to the Order of
MELLON
NATIONAL ASSET LLC
By 
QUICKEN LOANS INC.
LINO MEDELLIN
CAPTURE MANAGER


Patrick Soria - QUICKEN LOANS, INC., MML
5357, A MICHIGAN CORPORATION, BY ITS
NOMINATED SUBSTITUTE TRUSTEE-IN-FACT, BLG PC
NATIONAL

ALL RIGHTS OF THE UNDERSIGNED are reserved against all other persons primarily or secondarily liable with respect to the promissory note, as surety or otherwise, and to any security for such note.

*

Without recourse, and without warranty, guaranty, or other obligations of any nature whatsoever.

Pay to the order of (payee):

**DEUTSCHE
MELLON
NATIONAL ASSET LLC**

Federal National Mortgage Association By Seterus, Inc., its Attorney in Fact

By: 

Name: Christopher Sullivan

Title: Loan Administration Assistant Vice President

DATED:  10/3/2017

TAMYRA WHITE, DEUTSCHE MELLON NATIONAL ASSET, LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF OF WYOMING, THEIR SUCCESSORS AND ASSIGNS

*NOT AN ENDORSEMENT OF THIS SPECIFIC ASSIGNMENT, BUT A DEMONSTRATION OF AN ALREADY EXISTING IMPLICIT RELATIONSHIP (LINO MEDELLIN AND CHRISTOPHER SULLIVAN SIGNATURES ARE FOR EXHIBITION ONLY). *****

[Space Below This Line for Acknowledgment]

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 California
County of Los Angeles

On _____, before me, _____, Notary Public, personally appeared **GRICELA MENDOZA AND TAMYRA WHITE**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of **CALIFORNIA** that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

See Attached

SIGNATURE OF NOTARY PUBLIC

SEAL

EXHIBIT A

Legal Description: A PARCEL OF LAND LOCATED IN THE STATE OF MT, COUNTY OF GALLATIN, WITH A SITUS ADDRESS OF 11 N YELLOWSTONE AVE, BOZEMAN MT 59718-6257 C020 CURRENTLY OWNED BY CARKEEK RAYMOND & CARKEEK PATRICIA HAVING A TAX ASSESSOR NUMBER OF 06-0798-10-1-27-03-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS VALLEY UNIT SUB PH 1, S10, T02 S, R05 E, BLOCK 20, LOT 5, PLAT J-92 AND DESCRIBED IN DOCUMENT NUMBER 2069858 DATED 05/21/2002 AND RECORDED 05/22/2002 .

Subdivision: VALLEY UNIT SUB PH 1

APN: 06-0798-10-1-27-03-0000

Legal Lot: 5

Legal Block: 20

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 California }

County of Los Angeles }

On October 31, 2017 before me, Jennifer Joy, Notary Public
(Here insert name and title of the Officer)
 personally appeared Tamara White And Patrick Soria
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Jennifer M. Joy
 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment of Deed
(Title or description of attached document)
of Trust
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

- (Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

11 NORTH YELLOWSTONE AVE
BOZEMAN, MT 59718

2044

93-544/929

Oct 14-17
DATE

PAY TO
THE ORDER OF

Brighton Legal

\$ 2718 42

Two thousand seven hundred eighteen DOLLARS

Security features
included.
Details on back.

BANK OF BOZEMAN

PO Box 10070
Bozeman, MT 59719
(406) 587-5626

FOR

Trustee for West H+A

MP

2044

ENDORSE HERE

X



159357077

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*



The security features listed below, as well as those
not listed, exceed industry guidelines.

Microprint Sight Line
and Separator Lines:
Small type in lines appears as dotted
lines when photo-
copied

Chemically Sensitive Paper:
Stains or spots never appear with
chemical alteration

Invisible Fluorescent Fibers:
Cannot be reproduced on photo-
copiers

Security Screen:
Absence of "Original Document"
watermark on back of check when pho-
tocopied

* Based on joint guidelines of the Check Payment Systems Association

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

DDA Debits - 11/14/2017 - \$867.00

DDA Debits - 11/14/2017 - \$867.00

11 NORTH YELLOWSTONE AVE
BOZEMAN, MT 59718

2050
93-544/929

Jan 14-18
DATE

PAY TO
THE ORDER OF

West H+A, LLC

\$ 887.06

Eight hundred Eight Seven 06/100 DOLLARS

Security Features
Included
Details on back

BANK OF BOZEMAN

875 Harmon Stream Blvd
Bozeman, MT 59718
(406) 587-5625

FOR

433600145 #7

2050

DDA Debits - 1/22/2018 - \$887.06

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

The security features listed below as well as those
not listed exceed industry guidelines.

1. Watermark: A large, faint watermark of the number 100 is visible throughout the document.

2. Security Thread: A continuous, wavy security thread is embedded within the paper.

3. Microprint: Fine, repeating text is visible along the edges of the document.

4. Color-Shifting Ink: The number 100 changes color when viewed from different angles.

5. Fluorescent Ink: The number 100 glows under ultraviolet light.

6. Tactile Features: Raised, embossed areas are present for the visually impaired.

7. Serial Number: A unique, alphanumeric serial number is printed on the document.

8. Signature Strip: A designated area for a signature is provided at the bottom of the document.

9. Security Features: Additional security features are listed on the back of the document.

10. Document Integrity: The document is designed to be tamper-evident and secure.

11. Document Authenticity: The document is a genuine, authentic representation of the original.

12. Document Security: The document is protected by advanced security measures.

13. Document Reliability: The document is a reliable and accurate record of the transaction.

14. Document Legibility: The document is clearly legible and easy to read.

15. Document Durability: The document is designed to last and resist wear and tear.

16. Document Transparency: The document is transparent to the public and accessible to all.

17. Document Accountability: The document is accountable and traceable to its source.

18. Document Integrity: The document is a genuine, authentic representation of the original.

19. Document Security: The document is protected by advanced security measures.

20. Document Reliability: The document is a reliable and accurate record of the transaction.

21. Document Legibility: The document is clearly legible and easy to read.

22. Document Durability: The document is designed to last and resist wear and tear.

23. Document Transparency: The document is transparent to the public and accessible to all.

24. Document Accountability: The document is accountable and traceable to its source.

25. Document Integrity: The document is a genuine, authentic representation of the original.

26. Document Security: The document is protected by advanced security measures.

27. Document Reliability: The document is a reliable and accurate record of the transaction.

28. Document Legibility: The document is clearly legible and easy to read.

29. Document Durability: The document is designed to last and resist wear and tear.

30. Document Transparency: The document is transparent to the public and accessible to all.

31. Document Accountability: The document is accountable and traceable to its source.

32. Document Integrity: The document is a genuine, authentic representation of the original.

33. Document Security: The document is protected by advanced security measures.

34. Document Reliability: The document is a reliable and accurate record of the transaction.

35. Document Legibility: The document is clearly legible and easy to read.

36. Document Durability: The document is designed to last and resist wear and tear.

37. Document Transparency: The document is transparent to the public and accessible to all.

ENJOY THE VIEW

FOR DEPOSIT ONLY
WEST H+A LLC
23168762

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

☐ CHECK HERE IF MOBILE DEPOSIT

Bank 011008 132073 95771001

DDA Debits - 1/22/2018 - \$887.06

From: [REDACTED]
To: [Leffler, Linda](#)
Subject: [EXTERNAL] Re: West H&A, LLC; Account Status
Date: Friday, December 13, 2019 10:37:22 AM

On Feb 9, 2018, at 8:22 PM, info@westholdingsgroup.com wrote:

Payment review is taking place to make sure its updated.

From: correspondence@westholdingsgroup.com
[<mailto:correspondence@westholdingsgroup.com>]
Sent: Friday, February 9, 2018 4:15 PM
To: [REDACTED]
Cc: info@westholdingsgroup.com
Subject: West H&A, LLC; Account Status

Good Afternoon [REDACTED]:

Per system review, your account is satisfactory and paid through the month of January 2018. Your account is currently due for this month's payment; February 2018 in the amount of \$866.14. The last payment logged into your account was on 01/14/2018. Paid via Bank of Bozeman check no. 2050, in the amount of \$887.06 and applied to your January 2018 payment.

Please advise if you have already sent your February 2018 payment of \$866.14, as it has not yet been logged into your account. If payment will be made after 02/15/2018, please include the \$30.00 late fee to total \$896.14. Request for clarification has been submitted to the Accounting Department as well.

Attached for your review is the Loan Transaction History for your account.

Thank you very much! Have a wonderful weekend.

Sincerely,

West Holdings and Acquisitions, LLC

11 NORTH YELLOWSTONE AVE
BOZEMAN, MT 59718

2058
93-544/929

Feb 14, 18
DATE

PAY TO
THE ORDER OF

West H + A LLC

\$ 867 ⁶⁶/₁₀₀

Eight hundred sixty seven ⁶⁶/₁₀₀ DOLLARS

Security Features
Microprint
Color in on back

BANK OF BOZEMAN

675 Harmon Street Blvd.
Bozeman, MT 59718
(406) 597-5626

FOR Mortgage # 8

2058

DDA Debits - 2/22/2018 - \$867.00

The security features listed below, as well as those not listed, exceed industry guidelines.
Microprint: The words "FEDERAL RESERVE NOTE" are repeated in a circular pattern around the front of the note.
Color: The colors of the note are vibrant and rich.
Security: The note is made of a strong, durable material.
FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

ENDORSE HERE
X

FOR DEPOSIT ONLY
WEST H + A LLC
231668762

CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

DDA Debits - 2/22/2018 - \$867.00

11 NORTH YELLOWSTONE AVE
BOZEMAN, MT 59718

2061
93-544/929

March 11/18
DATE

PAY TO THE ORDER OF Westholding + Acquisition \$ 867.00
Eight hundred sixty seven DOLLARS ☒ Security Features
Details on back

BANK OF BOZEMAN 675 Harmon Stream Blvd
Bozeman, MT 59718
(406) 587-5638

43260145 FOR payment 9

2061

DDA Debits - 4/2/2018 - \$867.00

MerchantCap 071001180 017570 03312018

ENDORSE HERE - For Deposit Only - LC
Printed Corporation Name
To the Account of 5572009 4/2/18
4/2/18

Signature of Officer / Title
[Signature]
Printed Name of Officer / Date
[Name] 4/2/18

☒ I, HEREBY CERTIFY THAT THE SIGNATURE OF THE OFFICER IS THE SIGNATURE OF THE OFFICER OF THE ENTITY.

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Security Features List of features as well as those listed, exceed industry guidelines

1. 3-D Security Features are built into the front of the note.
2. The 3-D Security Features are built into the front of the note.
3. The 3-D Security Features are built into the front of the note.
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9. The 3-D Security Features are built into the front of the note.
10. The 3-D Security Features are built into the front of the note.

DDA Debits - 4/2/2018 - \$867.00

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7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**
10

11 NATIONSTAR MORTGAGE LLC,

12 Plaintiff,

13 vs.

14 PATRICK JOSEPH SORIA, an
15 individual; WEST H&A, LLC, a
16 Delaware Limited Liability Company;
17 WARRANTED EFFECTUATION OF
18 SUBSTITUTE TRANSFEREE INC,
19 AKA W.E.S.T Inc., a Delaware
20 Corporation; WESTWOOD LEGAL, a
21 California Corporation; WESTWARD
22 LEGAL, a California Corporation;
23 BRIGHTON LEGAL GROUP, PC, a
24 dissolved California Corporation; BLG
25 PC NATIONAL BY BRIGHTON
26 LEGAL GROUP, INC., a Delaware
27 Corporation; DEUTSCHE MELLON
28 NATIONAL ASSET, LLC, a Wyoming
Limited Liability Company;
CHRISTIANA WILMINGTON
GLOBAL ASSET CORP., a Delaware
Corporation; HBSC US IN ITS
CAPACITY AS LEGAL TITLE
HOLDER INCORPORATED, a
Delaware Corporation; CAMDEN
LEGAL GROUP, PC, a dissolved
California Corporation; TAMYRA
WHITE, an individual; GEORGE
WESLEY JR. PIERCE, an individual;
GRICELA MENDOZA, an individual;
BERNARD GERMANI, an individual;
REBEKAH BROWN, an individual;

CASE NO. 2:18-cv-03041 DSF (RAOx)

**ORDER ENTERING
PRELIMINARY INJUNCTION
AGAINST DEFENDANTS AND
APPOINTING A PERMANENT
RECEIVER**

1 MICHAEL C. JACKSON, an
 2 individual; CYNTHIA LARA, an
 3 individual; F. MARTINEZ, an
 4 individual; JENNY DE LEON, an
 5 individual; ELBA CHAVEZ, an
 6 individual; RYAN ALEXANDER
 7 URQUIZU, an individual; ROGER
 8 FRANKLIN, an individual; AND
 9 WHATEVER NAME THEY MAY DO
 10 BUSINESS UNDER; and DOES 1
 11 through 10 inclusive,

12 Defendants.

13 On April 12, 2018, Plaintiff NATIONSTAR MORTGAGE LLC
 14 ("Nationstar") filed *ex parte* applications for entry of a temporary restraining order
 15 and a hearing for Order to Show Cause re why a preliminary injunction should not
 16 be issued immediately and for the appointment of a receiver and a hearing for an
 17 Order to Show Cause re: why a permanent receiver should not be appointed.

18 On April 23, 2018, this Court granted Nationstar's application for a temporary
 19 restraining order and enjoined certain acts of Defendants, as well as their officers,
 20 servants, agents, and/or attorneys, including any other not named parties wholly or
 21 partially owned, contracted with, successors of, and/or assigns of the Defendants.
 22 The Court also directed each of the Defendants to appear before this Court on May
 23 7, 2018, at 1:30 p.m. to show cause why this Court should not enter a preliminary
 24 injunction enjoining the violations of law alleged in Plaintiff's Complaint and
 25 imposing such additional relief as may be appropriate. Defendants were ordered to
 26 file any opposing pleadings, and serve same on Plaintiff's counsel, no later than five
 27 business days prior to the preliminary injunction hearing. Plaintiffs were ordered to
 28 file any responsive or supplemental pleading no later than one business day prior to
 the preliminary injunction hearing.

On April 23, 2018, this Court also granted Nationstar's application for
 appointment of a temporary receiver, and appointed Robb Evans & Associates LLC
 as temporary receiver over Receivership Defendants. The Court also directed each

1 of the Defendants to appear before this Court on May 7, 2018 at 1:30 p.m., to show
2 cause why this Court should not appoint a permanent receiver. Defendants were
3 ordered to file any opposing pleadings, and serve the same on counsel for Plaintiff,
4 no later than five business days prior to the appointment of the hearing. Plaintiffs
5 were ordered to file any responsive or supplemental pleading no later than one
6 business day prior to the hearing.

7 On May 1, 2018, this Court modified its order granting Nationstar's
8 applications for a temporary restraining order and for appointment of a temporary
9 receiver in order to expand the definition of "Receivership Defendants" to include,
10 *inter alia*, the assets of Defendant PATRICK JOSEPH SORIA.

11 **DEFINITIONS**

12 For purposes of this Order, the following definitions shall apply:

13 A. "Assets" means any legal, equitable, or beneficial interest in, right to, or
14 claim to any real or personal property, including, without limitation, funds, vehicles,
15 boats, certificates of title, accounts with any Financial Institution, chattels, choses in
16 action, chattel paper, claims, causes of action against other persons or entities,
17 goods, instruments, equipment, fixtures, general intangibles, leaseholds, mail or
18 other deliveries, inventory, checks, notes, accounts, credits, contracts, receivables,
19 shares of stock, membership interests in any limited liability company, partnership
20 interests, inheritances, options, contractual rights, interests in any trust, art,
21 collectibles, furnishings, jewelry, personal effects, and all cash or money, wherever
22 located.

23 B. "Defendants" means the Individual Defendants and the Receivership
24 Defendants.

25 C. "Documents" include, but are not limited to, books, records, accounts,
26 writings, drawings, graphs, charts, photographs, audio and video recordings,
27 computer records, computer files, databases and other data compilations,
28 electronically stored records, or any other records of any kind or nature.

1 D. "Financial Institution" means any bank, savings and loan association,
2 credit union, finance company, credit card issuing company, commercial lending
3 company, credit card processing agent, agent providing electronic funds transfer
4 services and/or automated clearing house processing, payroll processing company,
5 insurance company, trust company, brokerage house, institutional trustee, broker-
6 dealer, escrow agent, title company, money market or mutual fund, title company,
7 commodity futures merchant, commodity trading company, precious metals dealer,
8 or depository of any kind, located or doing business in the United States or abroad.

9 E. "Individual Defendants" means Defendants PATRICK JOSEPH
10 SORIA ("Soria"); TAMYRA WHITE (a.k.a. TAMMY WHITE) ("White");
11 GEORGE WESLEY JR. PIERCE ("Pierce"); GRICELA MENDOZA ("Mendoza");
12 BERNARD GERMANI (a.k.a. BERNIE GERMANI) ("Germani"); REBEKAH
13 BROWN ("Brown"); MICHAEL C. JACKSON ("Jackson"); CYNTHIA LARA
14 ("Lara"); F. MARTINEZ ("Martinez"); JENNY DE LEON ("Leon"); ELBA
15 CHAVEZ ("Chavez"); and RYAN ALEXANDER URQUIZU ("Urquizu").

16 F. "Person" means any natural person, any entity formed, existing or
17 recognized under any body of law as a legal entity, and any unincorporated
18 association or other organization including, but not limited to, any proprietorship,
19 partnership, company, firm, corporation, joint venture, society, association, trust, or
20 government agency or unit, and any other group or combination acting as an entity.

21 G. "Plaintiff" means Plaintiff NATIONSTAR MORTGAGE LLC.

22 H. "Permanent Receiver" means Robb Evans & Associates LLC

23 I. "Receivership Assets" means Assets of any and every kind whatsoever
24 that are (1) owned, controlled, or held by or for the benefit of any of the
25 Receivership Defendants and/or Defendant Soria, in whole or in part, (2) in the
26 actual or constructive possession of any of the Receivership Defendants and/or
27 Defendant Soria, or other individual or entity acting in concert with any of the
28 Receivership Defendants and/or Defendant Soria, (3) held by an agent of any of the

1 Receivership Defendants and/or Defendant Soria, including as a retainer for the
 2 agent's provision of services, or (4) owned, controlled, or held by, or in the actual or
 3 constructive possession of, or otherwise held for the benefit of, any corporation,
 4 partnership, trust, or other entity directly or indirectly owned or controlled in whole
 5 or in part by any of the Receivership Defendants and/or Defendant Soria, including
 6 Assets that have been transferred to other Persons but as to which Assets such
 7 Persons do not have a legitimate claim.

8 J. "Receivership Defendants" means Defendants WEST H&A, LLC
 9 ("West H&A"); WARRANTED EFFECTUATION OF SUBSTITUTE
 10 TRANSFEREE INC, AKA W.E.S.T Inc. ("Warranted"); WESTWOOD LEGAL
 11 ("Westwood"); WESTWARD LEGAL ("Westward"); BRIGHTON LEGAL
 12 GROUP, PC (a.k.a. BRIGHTON LEGAL TITLE CO. and BLG PC NATIONAL)
 13 ("Brighton"); BLG PC NATIONAL BY BRIGHTON LEGAL GROUP, INC.
 14 ("BLG"); DEUTSCHE MELLON NATIONAL ASSET, LLC (a.k.a.
 15 INTEGRITITLE) ("Deutsche Mellon"); CHRISTIANA WILMINGTON GLOBAL
 16 ASSET CORP. ("Christiana Wilmington"); HBSC US IN ITS CAPACITY AS
 17 LEGAL TITLE HOLDER INCORPORATED ("HUCLTH"); CAMDEN LEGAL
 18 GROUP, PC (d.b.a. HOMEOWNER HELP INITIATIVE) ("Camden"), and any
 19 subsidiaries, affiliates, successors, and assigns of any of the foregoing, any entities
 20 owned or controlled by any of the foregoing, any entities owned or controlled by
 21 Defendant Soria, any fictitious business names created by or used by any of the
 22 foregoing, individually, collectively, or in any combination, and the Assets of
 23 Defendant Soria.

24 **FINDINGS OF FACT**

25 This Court, having considered Plaintiff's Complaint, the *ex parte* applications
 26 for a temporary restraining order [ECF No. 9] and an order appointing a temporary
 27 receiver [ECF No. 9-9] filed by Plaintiff; the *ex parte* application for an order
 28 modifying temporary restraining order and order appointing a temporary receiver

1 brought by Robb Evans & Associates LLC [ECF No. 29]; the report of temporary
2 receiver Robb Evans & Associates LLC [ECF No. 30]; the supplemental response of
3 Plaintiff to the orders to show cause; and all evidence in support thereof, finds that:

4 1. This Court has jurisdiction over the subject matter of this case, there is
5 good cause to believe it will have jurisdiction over all the parties hereto, and venue
6 in this district is proper.

7 2. There is good cause to believe that Defendants have engaged and are
8 likely to continue to engage in acts or practices that violate California Business &
9 Professions Code §17200 and that equity requires that such conduct cease. The
10 evidence shows an egregious, knowing fraud that victimizes financial institutions,
11 investors, and the public. There is no question that the recording of forged
12 documents followed by attempts to enforce rights purportedly given by the
13 documents satisfies several of the prongs of § 17200.

14 3. Plaintiff has established that immediate and irreparable harm will result
15 from Defendants' ongoing violations unless Defendants are preliminarily enjoined
16 by Order of this Court. Defendants have interfered, and continue to interfere with
17 the normal functioning of Plaintiff's business and the property system at large. The
18 resulting title issues could potentially cause problems well into the future.

19 4. Immediate and irreparable damage to the Court's ability to grant
20 effective final relief to Nationstar is likely to occur from the transfer, dissipation, or
21 concealment by Defendants of their assets or business records unless Defendants are
22 restrained by Order of this Court.

23 5. Defendants have failed to show cause why a Preliminary Injunction
24 should not issue. Weighing the equities and considering the Plaintiff's likelihood of
25 ultimate success on the merits and the likelihood of irreparable harm in the absence
26 of preliminary relief, the balance of hardships favors the Plaintiff, and a Preliminary
27 Injunction with an asset freeze and other equitable relief is in the public interest.

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1 6. Good cause exists for appointing a permanent receiver over the
2 Receivership Defendants for the preservation of assets and evidence, as well as to
3 limit harm to the public.

4 7. The public interest and the balance of the hardships strongly favors the
5 Plaintiff due to the fraudulent nature of the alleged scheme.

6 **PRELIMINARY INJUNCTION**

7 **THEREFORE, IT IS ORDERED:**

8 1. That Defendants and their successors, assigns, officers, servants,
9 agents, employees and/or attorneys, and those persons in active concert or
10 participation with any of the Defendants, including any other not named parties
11 wholly or partially owned, contracted with, successors of, and/or assigns of the
12 Defendants, are hereby preliminarily enjoined from either directly or indirectly
13 engaging in the following:

14 a) Conducting any and all operations of Receivership Defendants, or of
15 any and all other variations and business entities (known or unknown at this time).

16 b) From destroying or altering evidence, whether in physical or electronic
17 form, or any other potential evidence, and/or moving office locations.

18 c) From engaging in any negotiations, business transactions, recordings,
19 or further activities whatsoever related to the properties listed in Exhibit 1, or any
20 other real property mortgages/loans.

21 d) From engaging in communications whatsoever (oral, written, or
22 otherwise) with any borrowers on mortgage loans serviced and/or owned or invested
23 in by Plaintiff.

24 e) Misrepresenting, or assisting others in misrepresenting, expressly or by
25 implication, any material fact, including but not limited to:

26 (1) That Defendants conducted any foreclosure or other sale, or that
27 Defendants have any interest, lien, or right in any of the properties with
28

1 mortgage loans that have been or are serviced, owned, and/or invested
2 in by Plaintiff;

3 (2) That Defendants were, are, or will be the trustee, assignee,
4 successor, and/or any other entity or party to any Deed of Trust or
5 mortgage that has been or is serviced, owned, and/or invested in by
6 Plaintiff;

7 (3) That any recorded Document is evidence of any interest, right, or
8 lien by Defendants in any property with a Deed of Trust or mortgage
9 that has been or is serviced, owned, and/or invested in by Plaintiff;

10 (4) That Defendants have any interest, lien, or right in any of the
11 mortgage loans that have been or are serviced, owned, and/or invested
12 in by Plaintiff;

13 (5) That Defendants own or could grant any interest or right in any
14 of the properties with mortgage loans that have been or are serviced,
15 owned, and/or invested in by Plaintiff;

16 (6) That borrowers on mortgage loans that have been or are serviced,
17 owned, and/or invested in by Plaintiff should not make their mortgage
18 payments to the true/prior lender;

19 (7) That Plaintiff, or Trusts for which Plaintiff is Trustee, do not
20 have authority to foreclose on a mortgage;

21 (8) That borrowers on mortgage loans that have been or are serviced,
22 owned, and/or invested by Plaintiff should make their mortgage
23 payments and/or any other payments to Defendants, or any person or
24 entity acting on their behalf or at their direction;

25 (9) That borrowers on mortgage loans that have been or are serviced,
26 owned, and/or invested in by Plaintiff owe any payments to
27 Defendants, or any person or entity acting on their behalf or at their
28 direction;

1 (10) That Defendants were able to, did, or could improve or otherwise
2 affect any consumer's loan terms, or any extension or alteration of
3 credit;

4 (11) That Defendants were able to, did, or could refinance, cancel,
5 and/or refund (fully or partially) any borrower's loan;

6 (12) That Defendants were able to, did, or could offer, provide, and/or
7 recommend any legal advice, services, and/or products, or that
8 Defendants work on behalf of any attorneys or can provide any legal
9 representation;

10 (13) Any claim that any Defendant or Defendants are or were a note
11 holder, beneficiary, trustee, servicer, and/or hold the original note of
12 any mortgage or loan;

13 (14) That a borrower can avoid foreclosure; and

14 (15) That any Defendant is affiliated with, endorsed or approved by,
15 or otherwise connected to any lender, beneficiary, bank, servicer,
16 trustee, loan owner/investor, government entity, any federal
17 homeowner relief or financial stability program, public, non-profit, or
18 other non-commercial program, or any other program.

19 f) Any and all efforts to market, advertise, sell, or take any actions related
20 to any properties listed in Exhibit 1;

21 g) Any and all efforts to create and/or alter any Documents intended to
22 mimic any loan, financial, or other Documents related to any loan or mortgage
23 serviced, owned, and/or invested in by Plaintiff at any time;

24 h) Any and all efforts to execute, draft, revise, stamp, and/or alter any
25 Documents related to any loan or mortgage serviced, owned, and/or invested in by
26 Plaintiff;

27 i) Any and all efforts to draft, prepare, execute, or take any action related
28 to borrower complaints, borrower requests, alleged Qualified Written Requests, or

1 any other Documents related to any loan or mortgage serviced, owned, and/or
2 invested in by Plaintiff at any time;

3 j) Any and all efforts to falsify records and/or Documents in any manner;

4 k) Recording any Documents and/or instruments related to any loan or
5 mortgage serviced, owned, and/or invested in by Plaintiff at any time;

6 l) Advertising or assisting others in advertising credit terms other than
7 those terms that actually are or will be arranged or offered by a creditor or lender;

8 m) Utilize, spend, sell, liquidate, assign, transfer, convert, disburse, gift,
9 convey, encumber, pledge, conceal, and/or move any Asset, money, and/or bank
10 accounts maintained by any of the Defendants; and

11 n) Any and all efforts to create, establish, register, and/or promote any
12 new entities to perpetuate the fraudulent schemes as described further hereinabove .

13 **APPOINTMENT OF A PERMANENT RECEIVER**

14 **IT IS FURTHER ORDERED:**

15 1. That Robb Evans & Associates LLC is appointed Permanent Receiver
16 for the business activities and Assets of Receivership Defendants, as well as the
17 Assets of Defendant Soria, with the full power of an equity receiver. The Permanent
18 Receiver shall be the agent of this Court and solely the agent of this Court in acting
19 as Permanent Receiver under this Order. The Permanent Receiver shall be
20 accountable directly to this Court. The Permanent Receiver shall comply with all
21 laws and Local Rules of this Court governing federal equity receivers, including but
22 not limited to Local Rules 66-1 through 66-5.1 and Local Rule 66-8.

23 2. **IT IS FURTHER ORDERED** that the Permanent Receiver is directed
24 and authorized to accomplish the following:

25 A. Assume full control of the Receivership Defendants, by
26 removing, as the Temporary Receiver deems necessary or advisable, any director,
27 officer, independent contractor, employee, or agent of any of the Receivership
28

1 Defendants, including any named Defendant, from control of, management of, or
2 participation in, the affairs of the Receivership Defendants;

3 B. Take exclusive custody, control, and possession of all Assets and
4 Documents of, or in the possession, custody, or under the control of, the
5 Receivership Defendants and Defendant Soria, wherever situated. The Permanent
6 Receiver shall have full power to divert mail and to sue for, collect, receive, take
7 into possession, hold, and manage all Assets and Documents of the Receivership
8 Defendants and Defendant Soria and other Persons whose interests are now held by
9 or under the direction, possession, custody, or control of the Receivership
10 Defendants, provided, however, that the Permanent Receiver shall not attempt to
11 collect or receive any amount from a consumer if the Permanent Receiver believes
12 the consumer was a victim of the unlawful conduct alleged in the Complaint in this
13 matter;

14 C. Take all steps necessary to secure the business premises of the
15 Receivership Defendants. Such steps may include, but are not limited to, the
16 following as the Permanent Receiver deems necessary or advisable:

- 17 1. serving and filing this Order;
- 18 2. completing a written inventory of the all Receivership
19 Assets;
- 20 3. obtaining pertinent information from all employees and
21 other agents of the Receivership Defendants, including,
22 but not limited to, the name, home address, social security
23 number, job description, method of compensation, and all
24 accrued and unpaid commissions and compensation of
25 each such employee or agent, and all computer hardware
26 and software passwords;
- 27 4. videotaping and/or photographing all portions of the
28 location;

- 1 5. securing the location by changing the locks and
- 2 disconnecting any computer modems or other means of
- 3 access to the computer or other records maintained at that
- 4 location;
- 5 6. requiring any Persons present on the premises at the time
- 6 of this Order is served to leave the premises, to provide the
- 7 Permanent Receiver with proof of identification, or to
- 8 demonstrate to the satisfaction of the Permanent Receiver
- 9 that such Persons are not removing from the premises
- 10 Documents or Assets of the Receivership Defendants; and
- 11 7. requiring all employees, independent contractors, and
- 12 consultants of the Receivership Defendants to complete a
- 13 Questionnaire submitted by the Temporary Receiver;

14 D. Conserve, hold, and manage all Receivership Assets and perform

15 all acts necessary or advisable to preserve the value of those Assets, in order to

16 prevent any irreparable loss, damage, or injury to consumers or to creditors of the

17 Receivership Defendants, including, but not limited to, obtaining an accounting of

18 the Receivership Assets and preventing transfer, withdrawal, or misapplication of

19 the Receivership Assets;

20 E. Manage and administer the business of the Receivership

21 Defendants until further order of this Court by performing all incidental acts that the

22 Permanent Receiver deems to be advisable or necessary, which includes retaining,

23 hiring, or dismissing any employees, independent contractors, or agents;

24 F. Choose, engage, and employ attorneys, accountants, appraisers,

25 and other independent contractors and technical specialists, as the Permanent

26 Receiver deems advisable or necessary in the performance of duties and

27 responsibilities under the authority granted by this Order;

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1 G. Make payments and disbursements from the Receivership Assets
2 that are necessary or advisable for carrying out the directions of, or exercising the
3 authority granted by, this Order. The Permanent Receiver shall apply to the Court
4 for prior approval of any payments of any debt or obligation incurred by the
5 Receivership Defendants prior to the date of entry of this Order, except payments
6 that the Permanent Receiver deems necessary or advisable to secure Assets of the
7 Receivership Defendants, such as rental payments;

8 H. Determine and implement measures to ensure that the
9 Receivership Defendants comply with, and prevent violations of, this Order and all
10 other applicable laws, including, but not limited to, revising sales materials and
11 implementing monitoring procedures;

12 I. Institute, compromise, adjust, appear in, intervene in, or become
13 party to such actions or proceedings in state, federal, or foreign courts that the
14 Permanent Receiver deems necessary and advisable to preserve or recover the
15 Receivership Assets , or that the Permanent Receiver deems necessary and advisable
16 to carry out the Permanent Receiver's mandate under this Order;

17 J. Defend, compromise, adjust, or otherwise dispose of any or all
18 actions or proceedings instituted in the past or in the future against the Permanent
19 Receiver in its role as Permanent Receiver, or against the Receivership Defendants,
20 that the Permanent Receiver deems necessary and advisable to preserve the
21 Receivership Assets or that the Permanent Receiver deems necessary and advisable
22 to carry out the Permanent Receiver's mandate under this Order;

23 K. Continue and conduct the business of the Receivership
24 Defendants in such manner, to such extent, and for such duration as the Permanent
25 Receiver may in good faith deem to be necessary or appropriate to operate the
26 business profitably and lawfully, if at all; provided, however, that the continuation
27 and conduct of the business shall be conditioned upon the Permanent Receiver's
28

1 good faith determination that the business can be lawfully operated at a profit using
2 the Assets of the Receivership Defendants;

3 L. Take depositions and issue subpoenas to obtain Documents and
4 records pertaining to the receivership estate and compliance with this Order.
5 Subpoenas may be served by agents or attorneys of the Permanent Receiver and by
6 agents of any process server retained by the Permanent Receiver;

7 M. Open one or more bank accounts as designated depositories for
8 funds of the Receivership Defendants. The Permanent Receiver shall deposit all
9 funds of the Receivership Defendants in such a designated account and shall make
10 all payments and disbursements from the receivership estate from such account(s);

11 N. Maintain accurate records of all receipts and expenditures that it
12 makes as Permanent Receiver;

13 O. Cooperate with reasonable requests for information or assistance
14 from any state or federal law enforcement agency;

15 P. Maintain the chain of custody of all of Defendants' records in
16 their possession; and

17 Q. The Permanent Receiver shall allow the Defendants and their
18 representatives reasonable access to the premises of the Receivership Defendants.
19 The purpose of this access shall be to inspect, inventory, and copy any and all
20 Documents and other property owned or in the possession of the Receivership
21 Defendants, provided that those Documents and property are not removed from the
22 premises. The Permanent Receiver shall have the discretion to determine the time,
23 manner, and reasonable conditions of such access.

24 3. **IT IS FURTHER ORDERED** that Defendants and their successors,
25 assigns, officers, directors, agents, servants, employees, attorneys, and all other
26 persons directly or indirectly, in whole or in part, under their control, and all other
27 persons in active concert or participation with them who receive actual notice of this
28

1 Order by personal service, facsimile, email, or otherwise, whether acting directly or
2 through any corporation, subsidiary, division, or other entity, shall:

3 A. Allow the Plaintiff and the Permanent Receiver, and their
4 respective representatives, agents, attorneys, investigators, paralegals, contractors,
5 or assistants immediate access to:

6 1. All of the Defendants' business premises, including but not
7 limited to:

- 8 a) 433 N. Camden Drive, Sixth Floor #7,
9 Beverly Hills, CA 90210;
- 10 b) 10940 Wilshire Blvd., Suite 1600,
11 Los Angeles, CA 90024;
- 12 c) 2500 Broadway Avenue, Suite F-125, Building F,
13 Santa Monica, CA 90404;
- 14 d) 10880 Wilshire Blvd., #1101,
15 Los Angeles, CA 90024;
- 16 e) 9663 Santa Monica Blvd., #1459,
17 Beverly Hills, CA 90210;
- 18 f) 433 N. Camden Drive, 4th Floor,
19 Beverly Hills, CA 90210;
- 20 g) 9850 Wilshire Boulevard, Suite 1007, Beverly Hills,
21 CA 90210;
- 22 h) Any storage facilities; and.
- 23 i) Such other business locations that are wholly or
24 partially owned, rented, leased, or under the temporary or
25 permanent control of any Defendants;
- 26
- 27
- 28

1 2. Any other non-Residential¹ premises where the
2 Defendants conduct business, sales operations, or customer service operations;

3 3. Any non-Residential premises where Documents related to
4 Defendants' businesses are stored or maintained, including but not limited to a
5 storage unit;

6 4. Any non-Residential premises where Assets belonging to
7 any Defendant are stored or maintained;

8 5. Any premises, whether Residential or otherwise, where the
9 Permanent Receiver has good cause to believe that Defendants, or any of them, are:

10 i. conducting business, sales operations, or customer
11 service operations;

12 ii. storing or maintaining Documents related to any
13 Defendant's business;

14 iii. storing or maintaining Assets belonging to any of
15 the Defendants; and

16 6. Any Documents located at any of the locations described
17 in this Section.

18 B. Immediately identify to the Permanent Receiver:

19 1. All of Defendants' business premises and storage facilities;

20 2. Any non-residential premises where any Defendant
21 conducts business, sales operations, or customer service operations;

22 3. Any non-residential premises where Documents related to
23 the business, sales operations, or customer service operations of any Defendant are
24 hosted, stored, or otherwise maintained, including but not limited to the name and
25 location of any electronic data hosts;

26 ¹ For the purposes of this Order, "Residential" or "Residence" means property
27 designed to be primarily used as a personal home where at least one person was
28 actually residing on the date of this Order.

1 4. Any non-residential premises where Assets belonging to
2 any Defendant are stored or maintained; and

3 5. All known locations, forwarding addresses, and contact
4 information for any non-residential business premises used by Receivership
5 Defendants, or any of them.

6 4. **IT IS FURTHER ORDERED** that:

7 A. Defendants, and their successors, assigns, officers, agents,
8 directors, servants, employees, salespersons, independent contractors, attorneys, and
9 corporations, and all other persons or entities in active concert or participation with
10 them, who receive actual notice of this Order by personal service or otherwise,
11 whether acting directly or through any trust, corporation, subsidiary, division, or
12 other device, or any of them, shall fully cooperate with and assist the Permanent
13 Receiver. Such cooperation and assistance shall include, but not be limited to:

14 1. Providing any information to the Permanent Receiver that
15 the Permanent Receiver deems necessary to exercising the authority and discharging
16 the responsibilities of the Permanent Receiver under this Order, including but not
17 limited to allowing the Permanent Receiver to inspect Documents and Assets and to
18 partition office space;

19 2. Providing any username or password and executing any
20 Documents required to access any computer or electronic files in any medium,
21 including but not limited to electronically stored information stored, hosted or
22 otherwise maintained by an electronic data host; and

23 3. Advising all persons who owe money to the Receivership
24 Defendants and Defendant Soria that all debts should be paid directly to the
25 Permanent Receiver.

26 B. Defendants and their successors, assigns, officers, directors,
27 agents, servants, employees, attorneys, and all other persons or entities directly, in
28 whole or in part, under their control, and all other persons in active concert or

1 participation with who receive actual notice of this Order by personal service or
2 otherwise, shall not interfere in any manner, directly or indirectly with the custody,
3 possession, management, or control by the Permanent Receiver of Assets and
4 Documents, and are hereby enjoined from directly or indirectly:

5 1. Transacting any of the business of the Receivership
6 Defendants;

7 2. Destroying, secreting, erasing, mutilating, defacing,
8 concealing, altering, transferring or otherwise disposing of, in any manner, directly
9 or indirectly, any Document or equipment of the Receivership Defendants and
10 Defendant Soria, including but not limited to contracts, agreements, consumer files,
11 consumer lists, consumer addresses and telephone numbers, correspondence,
12 advertisements, brochures, sales material, sales presentations, Documents
13 evidencing or referring to Defendants' services, training materials, scripts, data,
14 computer tapes, disks, or other computerized records, books, written or printed
15 records, handwritten notes, telephone logs, "verification" or "compliance" tapes or
16 other audio or video tape recordings, receipt books, invoices, postal receipts,
17 ledgers, personal and business canceled checks and check registers, bank statements,
18 appointed books, copies of federal, state or local business or personal income or
19 property tax returns, photographs, mobile devices, electronic storage media,
20 accessories, and any other Documents, records or equipment of any kind that relate
21 to the business practices or business or personal finances of the Receivership
22 Defendants or any other entity directly or indirectly under the control of the
23 Receivership Defendants;

24 3. Transferring, receiving, altering, selling, encumbering,
25 pledging, assigning, liquidating, or otherwise disposing of any Assets owned,
26 controlled, or in the possession or custody of, or in which an interest is held or
27 claimed by, the Receivership Defendants, Defendant Soria, or the Permanent
28 Receiver;

1 4. Excusing debts owed to the Receivership Defendants or
2 Defendant Soria;

3 5. Failing to notify the Permanent Receiver of any Asset,
4 including accounts, of the Receivership Defendants, Defendant Soria, or any of
5 them, held in any name other than the name of the Receivership Defendants or
6 Defendant Soria, or by any person or entity other than the Receivership Defendants
7 or Defendant Soria, or failing to provide any assistance or information requested by
8 the Permanent Receiver in connection with obtaining possession, custody, or control
9 of such Assets;

10 6. Failing to create and maintain books, records, and
11 accounts which, in reasonable detail, accurately, fairly, and completely reflect the
12 incomes, Assets, disbursements, transactions and use of monies by the Defendants
13 or any other entity directly or indirectly under the control of the Defendants;

14 7. Doing any act or refraining from any act whatsoever to
15 interfere with the Permanent Receiver's taking custody, control, possession, or
16 managing of the Assets or Documents subject to this Receivership; or to harass or
17 to interfere with the Permanent Receiver in any way; or to interfere in any manner
18 with the exclusive jurisdiction of this Court over the Assets or Documents of the
19 Receivership Defendants and Defendant Soria; or to refuse to cooperate with the
20 Permanent Receiver or the Permanent Receiver's duly authorized agents in the
21 exercise of their duties or authority under any Order of this Court; and

22 8. Filing, or causing to be filed, any petition on behalf of the
23 Receivership Defendants for relief under the United States Bankruptcy Code, 11
24 U.S.C. § 101 *et seq.*, without prior permission from this Court.

25 5. **IT IS FURTHER ORDERED** that immediately upon service of this
26 Order upon them or upon their otherwise obtaining actual knowledge of this Order,
27 or within a period permitted by the Permanent Receiver, Defendants and any other
28 Person or entity, including but not limited to Financial Institutions and electronic

1 data hosts, shall transfer or deliver access to, possession, custody, and control of the
2 following to the Permanent Receiver:

3 A. All Receivership Assets ;

4 B. All Documents of the Receivership Defendants and Defendant
5 Soria, including but not limited to, books and records of accounts, all financial and
6 accounting records, balance sheets, income statements, bank records (including
7 monthly statements, canceled checks, records of wire transfers, records of ACH
8 transactions, and check registers), client or customer lists, title Documents and other
9 papers;

10 C. All Assets belonging to members of the public now held by the
11 Receivership Defendants or Defendant Soria;

12 D. All keys, computer and other passwords, user names, entry
13 codes, combinations to locks required to open or gain or secure access to any Assets
14 or Documents of the Receivership Defendants and Defendant Soria, wherever
15 located, including, but not limited to, access to their business premises, means of
16 communication, accounts, computer systems, or other property; and

17 E. Information identifying the accounts, employees, properties, or
18 other Assets or obligations of the Receivership Defendants and Defendant Soria.

19 In the event any person or entity fails to deliver or transfer immediately any
20 Asset or otherwise fails to comply with any provision of this Section, the Permanent
21 Receiver may file *ex parte* with the Court an Affidavit of Non-Compliance
22 regarding the failure. Upon filing of the affidavit, the Court may authorize, without
23 additional process or demand, Writs of Possession or Sequestration or other
24 equitable writs requested by the Permanent Receiver. The writs shall authorize and
25 direct the United States Marshal or any sheriff or deputy sheriff of any county to
26 seize the Asset, Document, or other thing and to deliver it to the Permanent
27 Receiver.

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1 6. **IT IS FURTHER ORDERED** that the Permanent Receiver and all
2 personnel hired by the Permanent Receiver as herein authorized, including counsel
3 to the Permanent Receiver and accountants, are entitled to reasonable compensation
4 for the performance of duties pursuant to this Order, and for the cost of actual out-
5 of-pocket expenses incurred by them, from the Assets now held by or in the
6 possession or control of, or which may be received by, the Permanent Receiver,
7 Receivership Defendants or Soria. The Permanent Receiver shall file with the Court
8 and serve on the parties periodic requests for the payment of such reasonable
9 compensation, with the first such request filed no more than sixty (60) days after the
10 date of this Order. The Permanent Receiver shall not increase the hourly rates used
11 as the bases for such fee applications without prior approval of the Court. In the
12 event that the Assets are insufficient to satisfy the reasonable fees and costs incurred
13 by the Permanent Receiver and its counsel in the course of performing its duties
14 under this Order or the Court's prior Temporary Restraining Order, the Permanent
15 Receiver shall recover the balance of the fees and costs from the Plaintiff and any
16 other entity or person later added as a plaintiff to this action, with all such plaintiffs
17 being jointly and severally liable for such fees and costs.

18 7. **IT IS FURTHER ORDERED** that the Permanent Receiver shall
19 report to this Court within 60 days of the entry of this Order: (1) the steps taken by
20 the Permanent Receiver to implement the terms of this Order; (2) the value of all
21 liquidated and unliquidated Assets of the Receivership Defendants; (3) the sum of
22 all liabilities of the Receivership Defendants; (4) the steps the Permanent Receiver
23 intends to take in the future to: (a) prevent any diminution in the value of Assets of
24 the Receivership Defendants, (b) pursue receivership Assets from third parties, and
25 (c) adjust the liabilities of the Receivership Defendants, if appropriate; (5) the
26 Permanent Receiver's assessment of whether the business can be operated in
27 compliance with this Order; and (6) any other matters which the Permanent
28 Receiver believes should be brought to the Court's attention. Provided, however, if

1 any of the required information would hinder the Permanent Receiver's ability to
2 pursue receivership Assets, the portions of the Permanent Receiver's report
3 containing such information may be filed under seal and not served on the parties.

4 8. **IT IS FURTHER ORDERED** that no further bond shall be required
5 in connection with the appointment of the Permanent Receiver. Except for an act of
6 gross negligence, the Temporary Receiver and the professionals shall not be liable
7 for any loss or damage incurred by any of the Defendants, their officers, agents,
8 servants, employees, and attorneys or any other person, by reason of any act
9 performed or omitted to be performed by the Permanent Receiver and the
10 professionals in connection with the discharge of its duties and responsibilities,
11 including but not limited to their withdrawal from the case.

12 **STAY OF PROCEEDINGS**

13 1. **IT IS FURTHER ORDERED** that, except by leave of Court, during
14 the pendency of the receivership, all clients, creditors, claimants, lessors and all
15 other Persons seeking relief of any kind, in law or in equity, from the Receivership
16 Defendants, and all Persons acting on behalf of any such client, creditor, claimant,
17 lessor or other Person, including sheriffs, marshals, servants, agents, employees, and
18 attorneys are stayed from:

19 A. Commencing any suit or proceeding against or affecting the
20 Receivership Defendants or any part of the Receivership Assets, except that such
21 actions may be filed to toll any statute of limitations;

22 B. Using self-help or executing or issuing or causing the execution
23 or issuance of any court attachment, subpoena, replevin, execution, or other process
24 for the purpose of impounding or taking possession of or interfering with or creating
25 or enforcing a lien upon any portion of the Receivership Assets, including without
26 limitation, any property owned by or in the possession of Receivership Defendants
27 or the Receivership, wherever situated;

1 C. Attempting to modify, cancel, terminate, call, extinguish, revoke
2 or accelerate the obligations of any lease, loan, mortgage, indebtedness, security
3 agreement or other agreement with Receivership Defendants, or any entity
4 controlled by Receivership Defendants, or otherwise affecting Receivership Assets;
5 or

6 D. Doing any act to interfere with the taking control, possession,
7 management, or sale by the Permanent Receiver of any portion of the Receivership
8 Assets, or to in any way interfere with or harass the Permanent Receiver, or to
9 interfere in any manner with the exclusive jurisdiction of the Court over the
10 Receivership Assets.

11 2. *Provided, however*, this provision shall not be construed to restrict:

12 A. The commencement or continuation of a criminal action or
13 proceeding;

14 B. The commencement or continuation of an action or proceeding
15 by a governmental unit to enforce such governmental unit's police or regulatory
16 power;

17 C. The enforcement of a judgment, other than a monetary judgment,
18 obtained in an action or proceeding by a governmental unit to enforce such
19 governmental unit's police or regulatory power;

20 D. Any Financial Institution, including Plaintiff, from instituting or
21 maintaining any action against the Defendants, or any of them, in which the
22 Financial Institution is seeking non-monetary forms of relief, including, but not
23 limited to, declaratory relief or cancellation of instruments.

24 3. **IT IS FURTHER ORDERED** that Defendants shall serve a copy of
25 this order on all parties to each action and on each court in which an action against
26 Defendants, or any of them, is pending or which is filed subsequent to the date of
27 this order. Defendants are further ordered to notify all parties to each action to
28 contact the Permanent Receiver with any questions regarding this order.

4. **IT IS FURTHER ORDERED** that Receivership Defendants shall not negotiate, or enter into, any settlement of any civil action brought against Receivership Defendants without the express, written consent of the Permanent Receiver.

Dated: 5/7/18

The Honorable Dale S. Fischer
United States District Judge

EXHIBIT “1”

Exhibit 1

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
1	1074 Vallejo Circle Costa Mesa, CA	Assignment of Deed of Trust [Doc. No. 2017000282629]	Signed by "Michael C. Jackson, Brookamerica Mortgage Corporation its Successors and Assigns by its Nominated Substitute Trustee-in-Fact, Warranted Effectuation of Substitute Transferee, Inc. " Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N
		Substitution of Trustee [Doc. No. 2017000282856]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 2017000284556]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee"	
2	1127 5th Street Manhattan Beach, CA	Assignment of Deed of Trust [Doc. No. 20170621945]	Signed by "Michael C. Jackson, Member of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Countrywide Home Loans Inc. and its Successors" Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	Y
		Substitution of Trustee [Doc. No. 20170645318]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	

	PROPERTY ADDRESS	VOID INSTRUMENT S	DETAILS	CANCELLATION YES/NO?
	1127 5th Street Manhattan Beach, CA (Cont.)	Trustee's Deed Upon Sale [Doc. No. 20170651302]	Signed by "Michael C. Jackson, Authorized Signer of Warranted Effectuation of Substitute Transferee, Inc., as Trustee"	
3	15902 Blue Bonnet Drive Parker, CO	Master Form Deed of Trust [Doc. No. 2017025645]		Y
		Assignment of Mortgage/Deed of Trust [Doc. No. 2017026953]	Signed by "Patrick Soria, Member of West H&A LLC, Successor by Indorsement to the Mortgage Store (through indorsement of American General)"	
		Deed of Reconveyance [Doc. No. 2017045597]	Signed by "Michael Jackson, Signer of Warranted Effectuation of Substitute Transferee Inc., Master Trustee"	
		Substitution of Trustee [Doc. No. 2017044882]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Deed of Removal of Trustees and Appointment of Substitute Trustees [Doc. No. 2017025652]	Signed by "Patrick Soria, Member of WEST, Solely as Nominated Substitute Trustee for Lender and Lender's Successors"	
		Deed of Trust [Doc. No. 2017033165]		
		Master Note [Doc. No. 2017033166]		

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
4	17806 Mountain Ranch Road Granada Hills, CA	Assignment of Deed of Trust [Doc. No. 20170657563]	Signed by "Michael C. Jackson, Authorized Signer of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Countrywide Home Loans Inc. and its Successors" Signed by "Ryan Alexander Urquizu, Member of Assignee, West H&A LLC"	N
		Substitution of Trustee [Doc. No. 20170677009]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 20170677010]	Signed by "Michael C. Jackson, Authorized Signer of Warranted Effectuation of Substitute Transferee, Inc., as Trustee"	
5	18771 Flagstaff Lane Huntington Beach, CA	Assignment of Deed of Trust [Doc. No. 2017000282260]	Signed by "Michael C. Jackson, Member of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Aegis Wholesale Corp, its Successors and Assigns" Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N
		Substitution of Trustee [Doc. No. 2017000282854]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
	18771 Flagstaff Lane Huntington Beach, CA (Cont.)	Trustee's Deed Upon Sale [Doc. No. 2017000284453]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee"	
6	2110 West Hall Avenue Santa Ana, CA	Assignment of Deed of Trust [Doc. No. 2017000282631]	Signed by "Michael C. Jackson, Countrywide Home Loans, Inc., a New York Corporation, its Successors and Assigns by its Nominated Substitute Trustee-in- Fact, Warranted Effectuation of Substitute Transferee, Inc."	N
		Substitution of Trustee [Doc. No. 2017000283064]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 2017000284554]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	
7	8400 De Longpre Avenue Unit 310 West Hollywood, CA	Assignment of Deed of Trust [Doc. No. 20170680818]	Signed by "Michael C. Jackson, Member of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Universal Savings Bank FA, its Successors and Assigns"	N
			Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
8	7200 Majestic Manor Colleyville, TX	Assignment of Deed of Trust [Doc. No. D217264666]	Signed by "Bernie Germani, Home Town Mortgage, Inc., a Minnesota Corporation, its Successors and Assigns, by its Nominated Substitute Trustee-in-Fact, BLG PC National" Signed by "Tamyra White, Deutsche Mellon National Asset, LLC, a Limited Liability Company Organized and Existing Under the Laws of Wyoming, its Successor and Assigns"	Y
		Substitution of Trustee [Doc. No. D217273182]	Signed by "Tamyra White, Member of Beneficiary, Deutsche Mellon National Asset, LLC"	
		Trustee's Deed Upon Sale [Doc. No. D217274414]	Signed by "Bernie Germani, Authorized Signer of BLG PC National, as Trustee Aforesaid"	
		Warranty Deed [Doc. No. D218011279]	Signed by "Roger Franklin, U.S. Bank National Association, as Indenture Trustee, Successor in Interest to Bank of America, National Association, as Trustee, Successor by Merger to LaSalle Bank National Association, as Indenture Trustee, for Lehman ABS Corporation Mortgage Pass-Through Certificates, Series 2004-1, by Integrity, its Authorized Agent-in-Fact"	

	PROPERTY ADDRESS	VOID INSTRUMENT S	DETAILS	CANCELLATION YES/NO?
	7200 Majestic Manor Colleyville, TX (Cont.)	Warranty Deed [not recorded]	Signed by "Patrick Soria, Deutsche Mellon National Asset, LLC, a Limited Liability Company Organized and Existing Under the Laws of Wyoming, its Successors and Assigns"	
9	23722 Via Calzada Mission Viejo, CA	Assignment of Deed of Trust [Doc. No. 2017000282630]	Signed by "Michael C. Jackson, Countrywide Home Loans, Inc., a New York Corporation, its Successors and Assigns by its Nominated Substitute Trustee-in- Fact, Warranted Effectuation of Substitute Transferee, Inc." Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N
		Substitution of Trustee [Doc. No. 2017000282857]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 2017000284555]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	
10	4155 Mt. Vernon Drive Los Angeles, CA	Assignment of Mortgage [Doc. No. 20170331526]	Signed by "Patrick Soria"	N
		Assignment of Mortgage [Doc. No. 20170339279]	Signed by "Patrick Soria, Member of West H&A LLC, Successor by Indorsement to Lender"	
		Substitution of Trustee [Doc. No. 20170533619]	Signed by "Patrick Soria, Member of West H&A LLC"	

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
	4155 Mt. Vernon Drive Los Angeles, CA (Cont.)	Trustee's Deed Upon Sale [Doc. No. 20170635524]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	
		Grant Deed [Doc. No. 20170676706]	Signed by "Patrick Soria, Member of West H&A LLC"	
		Grant Deed [Doc. No. 20170707404]	Signed by "Helen Youn, Member for SNC Holdings, Inc., COO"	
11	4731 Minstrel Drive Palmdale, CA	Assignment of Deed of Trust [Doc. No. 20170694098]	Signed by "Michael C. Jackson, Member of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Countrywide KB Home Loans, a Countrywide Mortgage Ventures LLC, a Limited Liability Corporation, its Successors and Assigns" Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N
12	20212 Via Medici Los Angeles, CA	Assignment of Deed of Trust [Doc. No. 20170645329]	Signed by "Michael C. Jackson, COO of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Bank of America, N.A., a National Association, and their Successors and Assigns" Signed by "Ryan Alexander Urquizu, Member of Assignee, West H&A LLC"	N

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
	20212 Via Medici Los Angeles, CA (Cont.)	Substitution of Trustee [Doc. No. 20170657178]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 20170657560]	Signed by "Michael C. Jackson, Authorized Signer of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	
13	1101 Los Carneros Avenue Napa, CA	Assignment of Deed of Trust [Doc. No. 2017-0015018]	Signed by "Michael C. Jackson, Member of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Countrywide Bank NA, its Successors and Assigns" Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	Y
		Substitution of Trustee [Doc. No. 2017-0015325]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 2017-0015649]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
14	16959 Summeroak Court Fountain Valley, CA	Assignment of Deed of Trust [Doc. No. 2017000282627]	Signed by "Michael C. Jackson, Americas Wholesale Lender, a New York Corporation, its Successors and Assigns by its Nominated Substitute Trustee-in-Fact, Warranted Effectuation of Substitute Transferee, Inc." Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N
		Substitution of Trustee [Doc. No. 2017000283068]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 2017000284558]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	
15	1936 Cornelia Drive Eustis, FL	Assignment of Mortgage [Doc. No. 2017087131]	Signed by "Gricela Mendoza, Quicken Loans Inc., a Michigan Corporation, its Successors and Assigns, by its Nominated Substitute Trustee-in-Fact, Brighton Legal Tile Co."	Y
		Mortgage Deed of Trust [Doc. No. 2017104087]		

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
16	29861 Quail Run Drive Agoura Hills, CA	Assignment of Deed of Trust [Doc. No. 20170917751]	Signed by "Gricela Mendoza, Guild Mortgage Company, a California Corporation, Its Successors and Assigns, by Its Nominated Substitute Trustee-In-Fact, Brighton Legal Title Co."	N
		Substitution of Trustee [Doc. No. 20171017706]	Signed by "Cynthia Lara, Member of Beneficiary: Deutsche Mellon National Asset, LLC"	
		Trustee's Deed Upon Sale [Doc. No. 20171048158]	Signed by "Gricela Mendoza, Authorized Signer of BLG National, as Trustee Aforesaid"	
17	355 Hunters Crossing Way Bowling Green, KY	Assignment of Mortgage/Deed of Trust [Doc. No. M2707 PG921]	Signed by "Patrick Soria, Member of West H&A LLC"	N

	PROPERTY ADDRESS	VOID INSTRUMENT S	DETAILS	CANCELLATION YES/NO?
18	915 Cottontail Lane Anaheim, CA	Assignment of Deed of Trust [Doc. No. 2017000282634]	Signed by "Michael C. Jackson, Homecoming Financial LLC (F/K/A Homecomings Financial Network, Inc.), its Successors and Assigns by its Nominated Substitute Trustee-in-Fact, Warranted Effectuation of Substitute Transferee, Inc." Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N
		Substitution of Trustee [Doc. No. 2017000283067]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 2017000284454]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	
19	21 Skyridge Newport Coast, CA	Substitution of Trustee [Doc. No. 2017000535248]	Signed by "Patrick Soria, Authorized Signer for West H&A LLC, Current Beneficiary"	Y
		Trustee's Deed Upon Sale [Doc. No. 2017000535642]	Signed by "Bernie Germani, Authorized Signer of BLG PC National, as Trustee Aforesaid"	

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
20	1525 Bergman Court Brea, CA	Assignment of Deed of Trust [Doc. No. 2017000282628]	Signed by "Michael C. Jackson, Firstline Mortgage Inc., a California Corporation, its Successors and Assigns by its Nominated Substitute Trustee-in-Fact, Warranted Effectuation of Substitute Transferee, Inc." Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N
		Substitution of Trustee [Doc. No. 2017000282855]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 2017000284557]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	
21	1021 Hilda Street Anaheim, CA	Assignment of Deed of Trust [Doc. No. 2017000259493]	Signed by "Michael C. Jackson, Member of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Countrywide Home Loans Inc, and its Successors and Assigns" Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N
		Substitution of Trustee [Doc. No. 2017000261322]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
	1021 Hilda Street Anaheim, CA (Cont.)	Trustee's Deed Upon Sale [Doc. No. 2017000261463]	Signed by "Michael C. Jackson, Authorized Signer of Warranted Effectuation of Substitute Transferee, Inc., as Trustee"	
		Grant Deed [Doc. No. 2017000274631]	Signed by "Patrick Soria, Member for West H&A LLC"	
22	690 Congress Street Costa Mesa, CA	Assignment of Deed of Trust [Doc. No. 2017000282632]	Signed by "Michael C. Jackson, Centex Home Equity Company, its Successors and Assigns by its Nominated Substitute Trustee-in- Fact, Warranted Effectuation of Substitute Transferee, Inc. "	N
		Substitution of Trustee [Doc. No. 2017000283065]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 2017000284456]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
23	2411 Loyd Drive Corvallis, MT	Assignment of Deed of Trust [Doc. No. 716029]	Signed by "Bernie Germani, America's Wholesale Lender, a New York Corporation, its Successors and Assigns, by its Nominated Substitute Trustee-in-Fact, BLG PC National"	Y
		Substitution of Trustee [Doc. No. 716941]	Signed by "Tamyra White, Deutsche Mellon National Asset, LLC, a Limited Liability Company Organized and Existing Under the Laws of Wyoming, its Successors and Assigns"	
		Deed of Reconveyance [Doc. No. 716973]	Signed by "Rebekah Brown, BLG PC National, Nominated Substitute Trustee for Beneficiary"	
24	4718 Cedros Avenue Sherman Oaks, CA	Assignment of Deed of Trust [Doc. No. 20170618859]	Signed by "Michael C. Jackson, Member of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Countrywide Bank NA, and their Successors"	N
		Substitution of Trustee [Doc. No. 20170645317]	Signed by "Ryan Alexander Urquizu, Member of Assignee, West H&A LLC"	

	PROPERTY ADDRESS	VOID INSTRUMENT S	DETAILS	CANCELLATION YES/NO?
	4718 Cedros Avenue Sherman Oaks, CA (Cont.)	Trustee's Deed Upon Sale [Doc. No. 20170651164]	Signed by "Michael C. Jackson, Authorized Signer of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	
		Rescission of Trustee's Deed Upon Sale [Doc. No. 20170670799]	Signed by "Michael C. Jackson, Member of Warranted Effectuation of Substitute Transferee, Inc., as Trustee"	
25	2028 West Dahl Lane Santa Ana, CA	Assignment of Deed of Trust [Doc. No. 2017000259494]	Signed by "Michael C. Jackson, Member of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Mandalay Bay Mortgage LLC, and its Successors and Assigns" Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N
		Substitution of Trustee [Doc. No. 2017000261321]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 2017000261465]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	
		Grant Deed [Doc. No. 2017000274633]	Signed by "Patrick Soria, Member for West H&A LLC"	

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
26	30 Celestine Circle Ladera Ranch, CA	Assignment of Deed of Trust [Doc. No. 2017000535249]	Signed by "Bernie Germani, America's Wholesale Lender, a New York Corporation, its Successors and Assigns, by its Nominated Substitute Trustee-in- Fact, BLG PC National" Signed by "Tamyra White, Deutsche Mellon National Asset, LLC, a Limited Liability Company Organized and Existing Under the Laws of Wyoming, its Successors and Assigns"	Y
27	8655 Appian Way Los Angeles, CA	Assignment of Deed of Trust [Doc. No. 20171102735]	Signed by "Gricela Mendoza, California Empire Bancorp, a California Corporation, its Successors and Assigns, by its Nominated Substitute Trustee-in- Fact, BLG PC National" Signed by "Tamyra White, Deutsche Mellon National Asset, LLC, a Limited Liability Company, Organized and Existing Under the Laws of Wyoming, Their Successors and Assigns"	Y

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
28	20163 Via Cellini Northridge, CA	Assignment of Deed of Trust [Doc. No. 20171437515]	Signed by "Bernie Germani, America's Wholesale Lender, a New York Corporation, its Successors and Assigns, by its Nominated Substitute Trustee-in-Fact, BLG PC National" Signed by "Tamyra White, Deutsche Mellon National Asset, LLC, a Limited Liability Company organized and existing under the laws of Wyoming, its Successors and Assigns"	Y
29	11536 Fabiano Street Las Vegas, NV	Assignment of Mortgage/Deed of Trust [Doc. No. 20170510-0000120]	Signed by "Patrick Soria, Member for West H&A LLC"	Y
		Substitution of Trustee and Full Reconveyance [Doc. No. 20170518-0000259]	Signed by "Patrick Soria, Member of West H&A LLC" Signed by "Michael C. Jackson, Member of W.E.S.T., Inc."	

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
30	30014 Via Victoria Rancho Palos Verdes, CA	Assignment of Deed of Trust [Doc. No. 20180048174]	Signed by "Bernie Germani, Greenpoint Mortgage Funding, Inc., a New York Corporation, its Successors and Assigns, by its Nominated Substitute Trustee-in- Fact, BLG PC National" Signed by "Tamyra White, Deutsche Mellon National Asset, LLC, a Limited Liability Company Organized and Existing Under the Laws of Wyoming, it Successors and Assigns"	Y
31	980 Erin Lane Eatonville, WA	Assignment of Deed of Trust [Doc. No. 201706150350]	Signed by "Michael C. Jackson, Authorized Signer of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Decision One Mortgage Company LLC and their Successors" Signed by "Ryan Alexander Urquizu, Member of Assignee, West H&A LLC"	Y
		Deed of Trust [Doc. No. 201707130026]		

	PROPERTY ADDRESS	VOID INSTRUMENT S	DETAILS	CANCELLATION YES/NO?
32	2513 West Fulcrum Place Anaheim, CA	Assignment of Deed of Trust [Doc. No. 2017000259495]	Signed by "Michael C. Jackson, Member of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for Nationpoint, a Div. of FFFCM an Op Sub of MLB&T Co, FSB, and its Successors and Assigns" Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N
		Substitution of Trustee [Doc. No. 2017000261320]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 2017000261464]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	
		Grant Deed [Doc. No. 2017000274632]	Signed by "Patrick Soria, Member for West H&A LLC"	
33	29861 Sienna Parkway Mission Viejo, CA	Assignment of Deed of Trust [Doc. No. 2017000276367]	Signed by "Michael C. Jackson, Member of Warranted Effectuation of Substitute Transferee, Inc. aka W.E.S.T., Inc. Nominated Substitute Trustee for First Magnus Financial Corporation, an Arizona Corporation, its Successors and Assigns" Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
	29861 Sienna Parkway Mission Viejo, CA (Cont.)	Assignment of Deed of Trust [Doc. No. 2017000282633]	Signed by "Michael C. Jackson, First Magnus Financial Corporation, an Arizona Corporation, its Successors and Assigns by its Nominated Substitute Trustee-in-Fact, Warranted Effectuation of Substitute Transferee, Inc." Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	
		Substitution of Trustee [Doc. No. 2017000283066]	Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	
		Trustee's Deed Upon Sale [Doc. No. 2017000284455]	Signed by "Michael C. Jackson, CEO of Warranted Effectuation of Substitute Transferee, Inc., as Trustee Aforesaid"	
34	3429 Oak Glen Dr. Los Angeles, CA	Assignment of Deed of Trust [Doc. No. 20170930286]	Signed by "Gricela Mendoza, Countrywide Bank, N.A., a National Association, it's Successors and Assigns, by its Nominated Substitute Trustee-in-Fact, Brighton Legal Title Co."	N
		Substitution of Trustee [Doc. No. 20171209303]	Signed by "Tamyra White, Member of Beneficiary, Deutsche Mellon National Asset, LLC"	
		Trustee's Deed Upon Sale [Doc. No. 20171437543]	Signed by "Bernie Germani, Authorized Signer of BLG PC National, as Trustee Aforesaid"	

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
35	1428 San Altos Place Lemon Grove, CA	Assignment of Deed of Trust [Doc. No. 2017-0357973]	Signed by "Gricela Mendoza, Countrywide Home Loans Inc., a New York Corporation, Its Successors and Assigns, by Its Nominated Substitute Trustee-In-Fact, Brighton Legal Title Co." Signed by "Tamyra White, Member of Assignee, Deutsche Mellon National Asset, LLC"	Y
36	121 Alcantar Circle Sacramento, CA	Assignment of Mortgage/Deed of Trust [Doc. No. 201705080859] Deed of Trust [Doc. No. 201706271064]	Signed by "Patrick Soria, Member of West H&A LLC"	N
37	174 Oak Meadow Drive Athens, GA	Assignment of Mortgage/Deed of Trust [Bk. 04579 - Pg. 0547-0549] Cancellation of Foreclosure Sale [Bk. 04591 - Pg. 0497] Security Deed of Trust [Bk. 4602 - Pg. 0058-0074]	Signed by "Patrick Soria, Member of West H&A LLC" Signed by "Michael C. Jackson, Unofficial Witness" Signed by "Patrick Soria, Member of Current Beneficiary: West H&A LLC"	Y

	PROPERTY ADDRESS	VOID INSTRUMENTS	DETAILS	CANCELLATION YES/NO?
38	157 N. Catalina Street Los Angeles, CA	Assignment of Deed of Trust [Doc. No. 20170765186]	Signed by "Michael C. Jackson, Fremont Investment and Loan, a California Corporation, its Successor and Assigns by its Nominated Substitute Trustee-in-Fact, Warranted Effectuation of Substitute Transferee Inc." Signed by "Patrick Soria, Member of Assignee, West H&A LLC"	N

RECORDING REQUESTED BY:
Federal National Mortgage Association

AND WHEN RECORDED MAIL TO:
The Ryan Firm
30 Corporate Park, Suite 310
Irvine, CA 92626

2637402

Page: 1 of 4 02/06/2019 01:10:51 PM Fee: \$38.00
Eric Semerad - Gallatin County, MT MISC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AFFIDAVIT OF ERRONEOUS RECORDINGS AND NOTICE OF RESCISSION OF
RECORDED DOCUMENTS**

THIS AFFIDAVIT OF ERRONEOUS RECORDINGS AND RESCISSION OF DOCUMENTS ("Rescission") is made by Brick Kane, the Authorized Deputy to the Receiver of Robb Evans & Associates LLC ("Affiant"), the court-appointed permanent receiver of, among others, West H&A LLC, a Delaware limited liability company; Warranted Effectuation of Substitute Transferee Inc., AKA W.E.S.T. Inc., a Delaware Corporation; Westwood Legal, a California Corporation; Westward Legal, a California Corporation; Brighton Legal Group, PC, a dissolved California Corporation; BLG PC National BY Brighton Legal Group, Inc., a Delaware Corporation; Deutsche Mellon National Asset, LLC a Wyoming Limited Liability Company; Christiana Wilmington Global Asset Corp., a Delaware Corporation; HBSC US in its capacity as Legal Title Holder Incorporated, a Delaware Corporation; Camden Legal Group, PC, a dissolved California Corporation whose address is 433 N. Camden Dr., 6th Floor, Beverly Hills, CA 90210 (the "Receivership Defendants"), pursuant to the Receivership Order entered on May 7, 2018, in United States District Court for the Central District of California, Western Division, Case No. 2:18-cv-03041 DSF (RAOx).

WHEREAS, Affiant is the Authorized Deputy to the Receiver of Robb Evans & Associates LLC, the court-appointed permanent receiver of the Receivership Defendants pursuant to the Receivership Order entered on May 7, 2018, in United States District Court for the Central District of California, Western Division, Case No. 2:18-cv-03041 DSF (RAOx).

WHEREAS, Affiant, as the Authorized Deputy to the Receiver of Robb Evans & Associates LLC, has the authority to execute this document pursuant to the Receivership Order entered on May 7, 2018, in United States District Court for the Central District of California, Western Division, Case No. 2:18-cv-03041 DSF (RAOx).

WHEREAS, on March 19, 2013, a Deed of Trust was executed by [REDACTED] as the "Borrower," designating Quicken Loans Inc. as the "Lender," and Mortgage Electronic Registration Systems, Inc. as the "Beneficiary," regarding the real property located at 11 N. Yellowstone, Bozeman, MT 59718 (the "Property"), which has the legal description provided in Exhibit A (which is incorporated herein by reference). This Deed of Trust was recorded on March 26, 2013, as Instrument Number 2444587, in the Official Records of the County of Gallatin, Montana.

WHEREAS, one or more of the Receivership Defendants fraudulently caused the following documents to be recorded in the chain of title to the Property in the Official Records of the County of Gallatin, Montana:

1. "Mortgage Deed of Trust" recorded on June 22, 2017, as Instrument Number 2583495, in the Official Records of the County of Gallatin, Montana.
2. "Assignment of Deed of Trust" recorded on October 4, 2017, as Instrument Number 2594751, in the Official Records of the County of Gallatin, Montana.

These documents are collectively referred to herein as the "Fraudulent Documents."

WHEREAS, each of the Fraudulent Documents was fraudulently recorded in the Official Records of the County of Gallatin, Montana.

WHEREAS, each of the Fraudulent Documents was recorded with the intent to, and may, affect the chain of title to the Property, as described in Exhibit A.

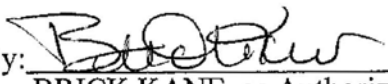
WHEREAS, Affiant desires to correct the chain of title to the Property in the Official Records of the County of Gallatin, Montana, to reflect that the Fraudulent Documents were fraudulently recorded by the Receivership Defendants and should be stricken from such records.

NOW, THEREFORE, Affiant, by his execution of this Affidavit, hereby declares as follows:

1. Each of the Fraudulent Documents was fraudulently recorded in the chain of title to the Property in the County of Gallatin, Montana, and Affiant hereby rescinds and cancels each of the Fraudulent Documents described above as if they had never been drafted, executed, and/or recorded.
2. Upon the recording of this Affidavit and Notice of Rescission in the Official Records of the County of Gallatin, Montana, the Fraudulent Documents shall be considered stricken from the Official Records of the County of Gallatin, Montana, and shall be null and void and of no force and effect. As a result, this Notice will return priority and existence of all title and lien holders to the status quo as if the Fraudulent Documents had never been drafted, executed, and/or recorded.
3. This document is being recorded to cancel, rescind and withdraw the Fraudulent Documents from the Official Records of the County of Gallatin, Montana.

DATED: 1/28/19

ROBB EVANS & ASSOCIATES LLC, AS
COURT APPOINTED RECEIVER OVER
WEST H&A LLC, ET AL.

By: 
BRICK KANE, as Authorized Deputy
to the Receiver

ACKNOWLEDGMENT

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.

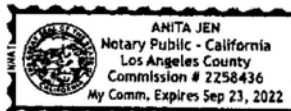
State of California
County of Los Angeles

On 1/28/2019 before me, Anita Jen, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): RGG20876

Land Situated in the City of Bozeman in the County of Gallatin in the State of MT

LOT 5 IN BLOCK 20 OF VALLEY UNIT SUBDIVISION, PHASE I, A RECORDED SUBDIVISION IN THE CITY OF BOZEMAN, COUNTY OF GALLATIN, STATE OF MONTANA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER, GALLATIN COUNTY, MONTANA.

Commonly known as: 11 N Yellowstone Avenue , Bozeman, MT 59718