

1 Douglas M. Matthews
2 15029 Domart Ave.
3 Norwalk, CA 90650
4 Phone (562) 929-4567
5 Plaintiff In Pro Per

6 James A. Krage
7 5708 Candor Street
8 Lakewood, CA 90713
9 Phone (562)867-3230
10 Plaintiff In Pro Per

Received
Norwalk Superior Court
MAR 28 2011

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES SOUTHEAST DISTRICT – NORWALK COURTHOUSE
13 DOUGLAS M. MATTHEWS and
14 JAMES A. KRAGE,

15 Plaintiffs,

16 v.
17 NELSON HERMAN SANCHEZ,
18 DAVID SARINANA,
19 EST FIN SERVICES INC,
20 CENTURY 21 A BETTER SERVICES
21 REALTY,
22 ATTORNEY RICHARD SONTAG,
23 RUZICKA & WALLACE, LLP,
24 BRIDGFIELD MORTGAGE
25 CORPORATION fka RESMAE
26 MORTGAGE CORPORATION,
27 LENDER PROCESSING SERVICES, Inc,
28 BANK OF AMERICA, NATIONAL
ASSOCIATION AS SUCCESSOR BY
MERGER TO LASALLE BANK
NATIONAL ASSOCIATION, AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES I LLC, ASSET-BACKED
CERTIFICATES, SERIES 2005-HE9,
CAL-WESTERN RECONVEYANCE
CORPORATION,
LOS ANGELES COUNTY SHERIFF,
SERGEANT BRIAN BISHOP,
SHERIFF DEPUTY HERNANDEZ,
. and Does 1-100 Inclusive.

Defendants

CASE NO **VC058398**

REQUEST FOR JUDICIAL NOTICE TO
EXHIBITS;
EXHIBIT LIST AND EXHIBITS FOR

COMPLAINT: FOR VIOLATIONS OF
1. QUIET TITLE
2. FRAUDULENT MISREPRESENTATION
3. INJUNCTIVE RELIEF
4. IMPROPER FORECLOSURE
PROCEDURE
5. IMPROPER EVICTION PROCEDURE
6. TRESPASS
7. FAILURE TO ENFORCE THE LAW

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LIST OF EXHIBITS AND EXHIBITS

#	DATE	Recorder# Or Case#	Pgs	Description
1	4/22/2005		3	Note
2	4/27/2005	05-0981521	16	Deed of Trust (without Riders)
3	3/6/2006	06-0477968	3	Substitution of Trustee by MERS
4	2/23/2007	07-0394713	2	Notice of Default for MERS for wrong Deed of Trust
5	11/5/2009	09-1675215	1	Assignment of Deed of Trust by LPS
6	5/27/2010	10-0724357	5	Notice of Default
7	12/20/2010	10-1006295	3	Trustee's Deed Upon Sale
8	9/20/2010		4	Fax Response from Cal-Western
9	3/24/2011	11U00167	2	Unlawful Detainer Registry of Actions
10	1/13/2011	11U00167	10	Unlawful Detainer Complaint filed

15 1. The exhibits are numbered consecutively, beginning with Exhibit 1, and continuing in
16 sequence through the end of the Exhibit Pack

17 2. The Exhibits are presented to provide the court with many of the significant documents
18 that exist in relationship to the mortgage in question.

19 3. However, Plaintiffs disputes the accuracy of some of the exhibits that originated from
20 sources other than the Plaintiffs. Therefore, exhibits from sources other than the Plaintiffs are not
21 necessarily presented to prove the truth of the matters contained therein.

22 4. Defendant is requesting Judicial Notice to the attached Exhibits that are allowed to be
23 Judicially Noticed - per Evidence Code § 452 and Evidence Code § 453 - may be considered by
24 the court in ruling on the motion for judgment on the pleadings Sullivan v. County of Los Angeles
25 (1974) 12 Cal. 3d 710, 714 n.3, 117 Cal. Rptr. 241, 527 P.2d 865; Tiffany v. Sierra Sands Unified
26 School Dist. (1980) 103 Cal. App. 3d 218, 225, 162 Cal. Rptr. 669].

27
28 Cal. Evidence Code § 452. Judicial notice may be taken of the following matters to the extent that
they are not embraced within Section 451:

1 (g) Facts and propositions that are of such common knowledge within the territorial
2 jurisdiction of the court that they cannot reasonably be the subject of dispute.

3 Cal. Evidence Code § 453. The trial court shall take judicial notice of any matter specified in
4 Section 452 if a party requests it and:

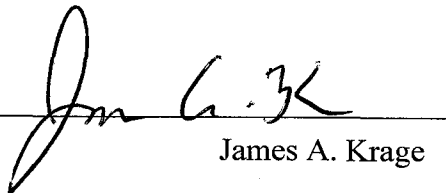
5 (a) Gives each adverse party sufficient notice of the request, through the pleadings or
6 otherwise, to enable such adverse party to prepare to meet the request; and

7 (b) Furnishes the court with sufficient information to enable it to take judicial notice of
8 the matter.

9 Exhibits 2, 3, 4, 5, 6 and 7 are documents recorded in the Los Angeles County Recorder's Office
10 Exhibit 8 was a Document faxed from Cal-Western Reconveyance to Plaintiffs.
11 Exhibit 1, the Note, was an attachment to Exhibit 8
12 Exhibits 9 and 10 are from the Bellflower Courthouse of the LA Superior Court.

13 Exhibit 11 the Pooling and Servicing Agreement from the Securities Exchange Commission
14 (www.SEC.gov) is 417pages (too voluminous to print). The Direct Link is
15 <http://www.sec.gov/Archives/edgar/data/1340367/000088237705002995/d379741.htm>

16 Dated: March 28, 2011

17 
18 _____
19 James A. Krage

20 
21 _____
22 Douglas M. Matthews

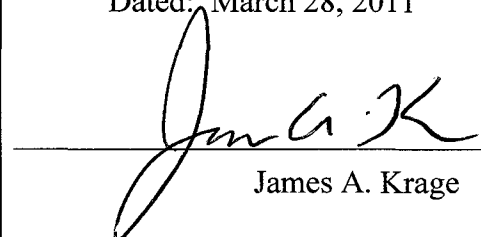
23 VERIFICATION

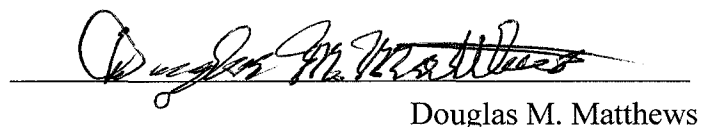
24 We, Douglas M. Matthews and James A. Krage, are the PLAINTIFFS in the above-entitled
25 action.

26 We declare that this is the Exhibit List for our Complaint.

27 We declare under penalty of perjury under the laws of the State of California that the
28 foregoing is true and correct.

Dated: March 28, 2011





Douglas M. Matthews

EXHIBIT # 01

Loan No. 1000673344

MIN: 100241010006733444

ADJUSTABLE RATE NOTE

(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THAT I MUST PAY.

April 22, 2005
[Date]

TUSTIN
[City]

CALIFORNIA
[State]

9735 HARVARD STREET, BELLFLOWER, CALIFORNIA 90706

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 276,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

RESMAE MORTGAGE CORPORATION

3350 EAST BIRCH STREET SUITE 102 BREA, CALIFORNIA 92821

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 11.145%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on June 01, 2005. I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on May 01, 2035 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
RESMAE MORTGAGE CORPORATION
P.O. Box 729
Brea, CA 92822

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

(B) Amount of Monthly Payments

I will make my monthly payments on the amount of U.S. \$ 2,663.52. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The initial interest rate I will pay may change on the first day of May 01, 2007. Thereafter, on that day every sixth (6th) month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the average of the London Interbank offered rates for six-month U.S. dollar deposits in the London market based on quotations at five major banks ("LIBOR"), as set forth in the "Money Rates" section of *The Wall Street Journal*, or if the "Money Rates" section ceases to be published or becomes unavailable for any reason, then as set forth in a comparable publication selected by the Lender. The most recent index available as of the date 45 days before each Change Date is called the "Current Index."

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Three Quarters percentage point(s) (6.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125 %).

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.145 % or less than 11.145 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than One percentage points (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 17.145 %, which is called the "Maximum Rate" or less than 11.145 % which is called the "Minimum Rate".

Loan No. 1000673344

MIN: 100241010006733444

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. 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 this Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the 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 dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note provides for changes in the interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If within Twenty-Four (24) months from the date of execution of the Security Instrument I make a full or partial Prepayment, and the total of such Prepayments in any 12-month period exceeds TWENTY PERCENT (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to SIX (6) months' advance interest on the amount by which the total of my Prepayments within that 12-month period exceeds TWENTY PERCENT (20%) of the original Principal amount of the loan.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceed 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.

7. 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 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

8. GIVING OF NOTICES

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

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

9. 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.

Loan No. 1000673344

MIN: 100241010006733444

10. 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.

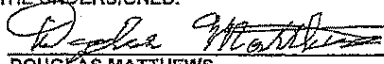
11. UNIFORM SECURED NOTE

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

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

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

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


 _____ (Seal)
 DOUGLAS MATTHEWS -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

(Sign Original Only)

EXHIBIT # 02

4/27/05

FIDELITY NATIONAL TITLE
MCLPC

05 0981521 ✓

Recording Requested By:
RESMAE MORTGAGE CORPORATION

Return To:

RESMAE MORTGAGE CORPORATION
3350 East Birch Street
Suite 102
Brea, CALIFORNIA 92821
Attn: Loan Vault
Prepared By:
Leah Davis 3350 East Birch
Street, Suite 102, Brea,
CALIFORNIA 92821

39104685-PL

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN100241010006733444

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 April 22, 2005 together with all Riders to this document.
- (B) "Borrower" is DOUGLAS MATTHEWS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

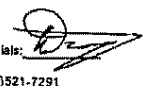
Borrower is the trustor under this Security Instrument.
(C) "Lender" is RESMAE MORTGAGE CORPORATION

Lender is a Corporation organized and existing under the laws of DELAWARE

1000673344

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

6A(CA) (0005).01
Page 1 of 15

Initials: 

VMP MORTGAGE FORMS - (800)521-7291

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Lender's address is 3350 EAST BIRCH STREET SUITE 102 BREA, CALIFORNIA 92821

(D) "Trustee" is FIDELITY NATIONAL TITLE COMPANY

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

(F) "Note" means the promissory note signed by Borrower and dated April 22, 2005

The Note states that Borrower owes Lender Two Hundred Seventy Six Thousand Five Hundred and 00/100 Dollars (U.S. \$ 276,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 01, 2035

(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]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

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

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

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

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

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

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

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

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Initials: *DM*

Form 3005 1/01

05 0981521

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4/27/05

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

County of LOS ANGELES
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED EXHIBIT A

Parcel ID Number: 7106-015-018
9735 HARVARD STREET
BELLFLOWER
("Property Address"):

which currently has the address of
[Street]
[City], California 90706 [Zip Code]

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

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

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Initials: 

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

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

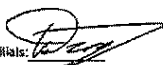
Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

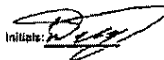
8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

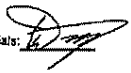
All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Initials: 

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

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

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

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

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

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

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

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

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

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

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

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

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Initials: 

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Public Record

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

Witnesses:

Edna Cruz

Douglas Matthews (Seal)
DOUGLAS MATTHEWS -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower


_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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Public Record

4/27/05

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State of California
County of *Orange*

} ss.

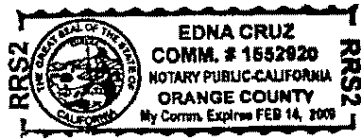
On *April 22, 2005*
DOUGLAS MATTHEWS

before me, *Edna Cruz, Notary Public* personally appeared

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

WITNESS my hand and official seal.

Edna Cruz (Seal)



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Initials: *[Signature]*

Form 3005 1/01

05 0981521

Public Record

4/27/05

Order No. 39104685

17

A
EXHIBIT "ONE"

Lots 39 and 40 in Block 17 of Tract No. 304, in the City of Bellflower, County of Los Angeles, State of California, as per map recorded in Book 22 Page(s) 124 of maps, in the office of the County Recorder of said county.

2

05 0981521

Public Record

EXHIBIT # 03

This page is part of your document - DO NOT DISCARD

06 0477968

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
03/06/06 AT 08:00am

TITLE(S) : _____



FEE

D.T.T.

FEE \$10	SS
DAF \$2	
C-20	2

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)

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

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

3/6/06

RECORDING REQUESTED BY:
"LSI TITLE, FNDS DIVISION"
AND WHEN RECORDED MAIL TO:

06 0477968

2

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004

6702453

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN NO.: XXXXXX2318
T.S. NO.: 1082048-02

SUBSTITUTION OF TRUSTEE

This Form Provided By Cal-Western Reconveyance Corporation

WHEREAS, DOUGLAS MATTHEWS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY was the original Trustor,

FIDELITY NATIONAL TITLE COMPANY
was the original Trustee,

and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR RESMAE MORTGAGE CORPORATION was the original Beneficiary

under that certain Deed of Trust dated April 22, 2005 and recorded on April 27, 2005 as Instrument No. 05 0981521, in book XX, page XX of Official Records of LOS ANGELES County, California, and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of present Trustee thereunder, in the manner in said Deed of Trust provided.

NOW, THEREFORE, the undersigned hereby substitutes

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET, P.O. BOX 22004
EL CAJON CA 92022-9004

as Trustee under said Deed of Trust.

3/6/06

3

SUBSTITUTION OF TRUSTEE

LOAN NO: 238

TS NO: 1082045-02

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: 3-3-06

Mortgage Electronic Registration Systems, Inc. (MERS)

Wendy V. Perry
Wendy V. Perry
Assistant Secretary of MERS

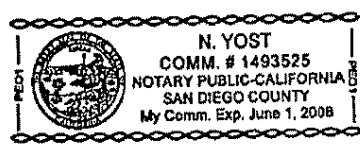
Yvonne Wheeler
Yvonne Wheeler
Assistant Secretary of MERS

STATE OF: California
COUNTY OF: San Diego

On 3-3-06 before me, N. Yost, a Notary Public in and for said state, personally appeared Wendy V. Perry and Yvonne Wheeler personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the document.

WITNESS my hand and official seal.

Signature N. Yost




Page 2 of 2

This area for official Notary Seal

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06 0477968

EXHIBIT # 04

EMC 

"LSI TITLE, FNDS DIVISION"

Recording Requested By
When Recorded Mail To

Cal-Western Reconveyance Corp.
P.O. Box 22004
525 East Main Street
El Cajon CA 92022-9004

THIS IS TO CERTIFY THAT THIS IS A FULL,
TRUE AND CORRECT COPY OF THE ORIGINAL
RECORDED IN THE OFFICE OF THE COUNTY
RECORDER ON: 2-23-07
AS DOCUMENT NO. _____
BY 070394713
FIDELITY NATIONAL DEFAULT SOLUTIONS

Trustee Sale No. 1099092-02

Space Above This Line For Recorder's Use

Loan No. XXXXXX9784 Ref: MATTHEWS, DOUGLAS

NOTICE OF DEFAULT

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice). This amount is \$12,789.20 as of February 21, 2007, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

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

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

C/O Cal-Western Reconveyance Corporation
P.O. Box 22004
525 East Main Street
El Cajon CA 92022-9004
(619)590-9200

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.



Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN:

CAL-WESTERN RECONVEYANCE CORPORATION is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary

under a deed of trust dated June 30, 2003 executed by

DOUGLAS M. MATTHEWS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY as trustor, to secure certain obligations in favor of

QUICK LOAN FUNDING
as beneficiary

recorded as document 03 2014771 on July 15, 2003 in book XX page XX official records in the office of County Recorder of LOS ANGELES County, California, describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

said obligations including a promissory note for the principal sum of \$348,000.00 that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Failure to pay the monthly payment due November 1, 2006 of principal, interest and impounds and subsequent installments due thereafter; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

That by reason thereof the present beneficiary under such Deed of Trust has deposited with said trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

T.S. 1099092-02

Dated: February 22, 2007

CAL-WESTERN RECONVEYANCE CORPORATION


Signature By 

EXHIBIT # 05

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY



APN # 7106-015-018

When recorded mail to:
EMC Mortgage Corporation
P O Box 660753
Dallas, TX 75266-0753

43012007

M&H# CA-09-13502

Space above this line for recorders use
Loan # XXXXXX2318
MERS # 100241010006733444

Assignment of Deed of Trust

For value received, the undersigned corporation hereby grants, assigns, and transfers to Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2005-HE9 all beneficial interest under that certain Deed of Trust dated 04/22/2005 executed by Douglas Matthews, A Married Man And His Sole And Separate Property as Trustor(s) to Fidelity National Title Company, as Trustee and recorded as Instrument No. 05 0981521 on 04/27/2005, in Book 22, Page 124 of Official Records, in the office of the County Recorder of Los Angeles County, CA commonly referred to as 9735 Harvard Street, Bellflower, CA 90706 and legally describing land therein as:
Lots 39 and 40 in Block 17 of Tract No. 304, in the City of Bellflower, County of Los Angeles, State of California, as per map recorded in Book 22 Page(s) 124 of maps, in the office of the County Recorder of said county.
together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust .

Dated: *10/23/2009*

Mortgage Electronic Registration Systems,
Inc as nominee for Resmae Mortgage
Corporation

[Signature]
Name: Greg Allen
Title: Vice President

State of *CA* }
County of *Decker* } ss

On *10/23/2009* (date) before me, **Mark Bischof** (insert name of Notary Public and Title) the undersigned Notary Public, personally appeared **Greg Allen** 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 the 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 *CA* that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature *[Signature]*
Name: **Mark Bischof**
Notary Commission Expiration *1-31-13*

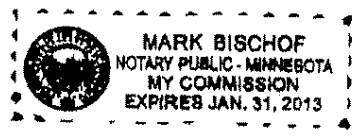


EXHIBIT # 06

**Recording Requested By
When Recorded Mail To**

Cal-Western Reconveyance Corp.
P.O. Box 22004
525 East Main Street
El Cajon CA 92022-9004

1282227-02 *NODXR*
Trustee Sale No. 1282227-02
APN: 7106-015-018

THIS IS TO CERTIFY THAT THIS IS A FULL,
TRUE AND CORRECT COPY OF THE ORIGINAL
RECORDED IN THE OFFICE OF THE COUNTY

RECORDING FEE: \$21.00

RECORDED ON: May 27, 2010

AS DOCUMENT NO: 10-0724357

BY: s/ Marco Marquez

LSI TITLE COMPANY (CA)
Space Above This Line For Recorder's Use

Loan No. XXXXXX2318 Ref: MATTHEWS, DOUGLAS
Property Address: 9735 HARVARD STREET, BELLFLOWER CA 90706

NOTICE OF DEFAULT

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice). This amount is \$127,715.23 as of May 26, 2010, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

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

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE
BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR
STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED***

**C/O CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004
(619)590-9200**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN:

CAL-WESTERN RECONVEYANCE CORPORATION is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a deed of trust dated April 22, 2005 executed by

DOUGLAS MATTHEWS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY as trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR RESMAE MORTGAGE CORPORATION** as beneficiary, recorded as document 05 0981521 on April 27, 2005 in book XX page XX official records in the office of County Recorder of **LOS ANGELES County, California**, describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST *CERTIFICATES, SERIES 2005-HE9,

said obligations including a promissory note for the principal sum of \$276,500.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Failure to pay the monthly payment due August 1, 2006 of principal and interest and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

That by reason thereof the present beneficiary under such Deed of Trust has deposited with said trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The mortgagee, beneficiary or authorized agent for the mortgagee or beneficiary pursuant to California Civil Code § 2923.5(b) declares that SB1137 does not apply.

T.S. 1282227-02

Dated: May 26, 2010

CAL-WESTERN RECONVEYANCE CORPORATION

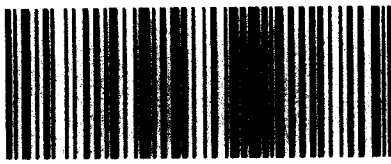
Signature By



Marco Marquez

LSI TITLE COMPANY, AS AGENT

P. O. Box 23159
San Diego, CA 92193-3159



7104 1994 1410 5090 1501

IMPORTANT INFORMATION
ENCLOSED

June 09, 2010

Trustee Sale No. 1282227-02 & CE 1585634-01 CWR
DOUGLAS MATTHEWS
16809 BELLFLOWER BLVD 19
BELLFLOWER CA 90706

Pursuant to the requirements contained in section 2924b of the Civil Code of the State of California, we enclose a copy of a Notice of Default and Election to Sell under Deed of Trust in an envelope and with postage prepaid.

You will please observe that said Notice of Default and Election to Sell under Deed of Trust was recorded on May 27, 2010 and that this notice was mailed within the required statutory time limit.

This letter is an attempt to collect a debt and any information obtained from you will be used for that purpose.

Unless you notify us at the address on the attached notice within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, we will assume this debt is valid. If you notice that you dispute this debt, we will obtain a verification of the debt from the lender and mail you a copy.

If you make a request to us in writing within 30 days after receiving this notice, we will provide you with the name and address of the original creditor.

If you are in any branch of the U.S. Reserve Armed Forces and have been called to active duty, please forward a copy of your orders to our office.

Thank you.

CAL-WESTERN RECONVEYANCE CORPORATION

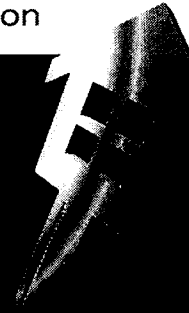
Enclosure

nodmtca

Rev. 10/30/01

Cal-Western Reconveyance Corporation
525 East Main Street, El Cajon, California 92020 • P.O. Box 22004, El Cajon, California 92022-9004
TEL: (619) 590-9200 • FAX: (619) 590-9299 • Website: www.cwrc.com

A note to Homeowners



Facing foreclosure? Scammers are targeting people having trouble paying their mortgages. Some claim to be able to “rescue” homeowners from foreclosures, while others promise loan modifications – for a fee. The **Federal Trade Commission**, the nation’s consumer protection agency, wants you to know how to avoid scams that could make your housing situation go from bad to worse.

Don't Get Hit by a Pitch.

“We can stop your foreclosure!”

“97% success rate!”

“Guaranteed to save your home!”

These kinds of claims are the tell-tale signs of a foreclosure rip-off. Steer clear of anyone who offers an easy out.

Don't Pay for a Promise.

Don't pay any business, organization, or person who promises to prevent foreclosure or get you a new mortgage. These so-called “foreclosure rescue companies” claim they can help save your home, but they're out to make a quick buck. Some may request hefty fees in advance – and then stop returning your calls. Others may string you along before disclosing their charges. Cut off all dealings if someone insists on a fee.

Send Payments Directly.

Some scammers offer to handle financial arrangements for you, but then just pocket your payment. Send your mortgage payments **ONLY** to your mortgage servicer.

Don't Pay for a Second Opinion.

Have you applied for a loan modification and been turned down? Never pay for a “second opinion.”

Imitations = Frustrations.

Some con artists use names, phone numbers, and websites to make it look like they're part of the government. If you want to contact a government agency, type the web address directly into your browser and look up any address you aren't sure about. Use phone numbers listed on agency websites or in other reliable sources, like the Blue Pages in your phone directory. Don't click on links or open any attachments in unexpected emails.

Talk to a HUD-Certified Counseling Agency – For Free.

If you're having trouble paying your mortgage or you've already gotten a delinquency notice, free help is a phone call away. Call **1-888-995-HOPE** for free personalized advice from housing counseling agencies certified by the U.S. Department of Housing and Urban Development (HUD). This national hotline – open 24/7 – is operated by the Homeownership Preservation Foundation, a nonprofit member of the HOPE NOW Alliance of mortgage industry members and HUD-certified counseling agencies. For free guidance online, visit www.hopenow.com. For free information on the President's plan to help homeowners, visit www.makinghomeaffordable.gov.



Call

1-888-995-HOPE

for free personalized guidance from housing counseling agencies certified by the U.S. Department of Housing and Urban Development. The Homeowner's HOPE™ Hotline – open 24/7 – is operated by the Homeownership Preservation Foundation, a nonprofit member of the HOPE NOW Alliance of mortgage industry members and HUD-certified counseling agencies. Or visit

www.hopenow.com

For free information on the President's plan to help homeowners, visit

www.makinghomeaffordable.gov

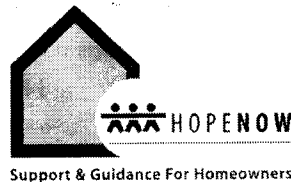


EXHIBIT # 07

This page is part of your document - DO NOT DISCARD



20101880063



Pages:
0003

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

12/20/10 AT 08:00AM

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



LEADSHEET



201012200170008

00003466390



003052668

SEQ:
14

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

✓

WHEN RECORDED MAIL TO.

JP MORGAN CHASE FKA EMC MORTGAGE CORP
7255 BAYMEADOWS WY
JACKSONVILLE FL 32256



TRA # 002267
Trust No. 1282227-02
Loan No XXXXXX2318



Space Above This Line For Recorder

MAIL TAX STATEMENT TO:

Same as above

Documentary Transfer Tax \$**0.00**
 Grantee was/~~was not~~ the foreclosing beneficiary.
consideration \$**197,799.50**
unpaid debt \$**434,371.30**
non exempt amount \$
___ Computed on the consideration or value of
property conveyed.
___ Computed on the consideration of value less
liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent *Alwin Almazan*
AP# 7106-015-018

TRUSTEE'S DEED UPON SALE

100311271

CAL-WESTERN RECONVEYANCE CORPORATION (herein called trustee)
does hereby grant and convey, but without covenant or warranty, express or implied to
**BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE
BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR
STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2005-
HE9** (herein called Grantee) the real property in the county of **LOS ANGELES**, State of California described as
follows:

**LOTS 39 AND 40 IN BLOCK 17 OF TRACT NO. 304, IN THE CITY OF BELLFLOWER, COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGE(S) 124 OF
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

The street address and other common designation, if any, of the real property described above is purported to be
**9735 HARVARD STREET
BELLFLOWER CA 90706**

This conveyance is made pursuant to the authority and powers vested in said Trustee, as Trustee, or Successor
Trustee, or Substituted Trustee, under that certain Deed of Trust executed by
DOUGLAS MATTHEWS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY as Trustor,
recorded **April 27, 2005**, as Document No **05 0981521**, in Book **XX**, page **XX**, of Official Records in the Office
of the Recorder of **LOS ANGELES** County, California; and pursuant to the Notice of Default recorded **May 27,**
2010, as Document No. **10-0724357** in Book **XX**, page **XX** of Official Records of said County, Trustee having
complied with all applicable statutory requirements of the State of California and performed all duties required
by said Deed of Trust, including, among other things, as applicable, the mailing of copies of notices or the
publication of a copy of the notice of default or the personal delivery of the copy of the notice of default or the
posting of copies of the notice of sale or the publication of a copy thereof

TDUSCA DOC

This instrument is being recorded as an
"ACCOMMODATION ONLY, with no
representation as to its effect upon title"

14

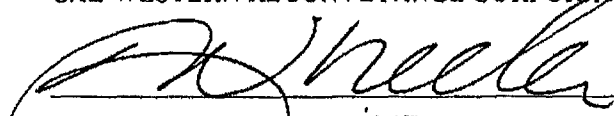
3

TRA # 002267
Trust No. 1282227-02
Loan No. XXXXXX2318

At the place fixed in the Notice of Trustee's Sale, said Trustee did sell said property above described at public auction on December 13, 2010 to said Grantee, being the highest bidder therefore, for \$197,799.50 cash, lawful money of the United States, in satisfaction pro tanto of the indebtedness then secured by said Deed of Trust.

CAL-WESTERN RECONVEYANCE CORPORATION

Dated: December 13, 2010



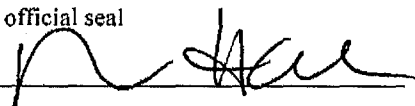
Yvonne J. Wheeler, A.V.P.

State of California)
County of San Diego)

On **DEC 15 2010** before me, Rosalyn Hall,
a Notary Public, personally appeared Yvonne J. Wheeler, 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

(Seal)

Signature 

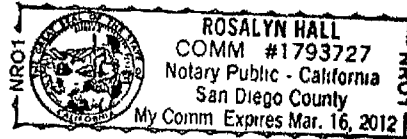


EXHIBIT # 08



FAX

To: Letter re Douglas Matthews (TS **Pages:** 37
No. 1282227-02)

From: Marian McGavran **Date:** Sep 21, 2010

● **Comments:**

THE INFORMATION CONTAINED IN THIS COMMUNICATION IS CONFIDENTIAL, MAY BE ATTORNEY-CLIENT PRIVILEGED, MAY CONSTITUTE INSIDE INFORMATION, AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. UNAUTHORIZED USE, DISCLOSURE OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND MAY BE UNLAWFUL. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS ABOVE VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

Dear Mr. Krage,

Enclosed please find a response letter from Michelle Mierzwa, Corporate Counsel for Cal-Western Reconveyance Corp., to your letter dated July 3, 2010 regarding borrower Douglas Matthews.

Please advise if you require any additional clarification.

Regards,

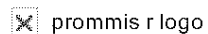
Marian K. McGavran

Paralegal

Cal-Western Reconveyance Corporation, *A Prommis Solutions Company*

☎ (619) 590-9200 x 4002

STRENGTH | **D**ISCIPLINE | **P**ERSEVERANCE

 prommis r logo

FEDERAL LAW REQUIRES US TO NOTIFY YOU THAT THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ALL INCLUDED INFORMATION IS PROPRIETARY AND CONFIDENTIAL

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

Marian.McGavran@prommis.com



**CAL-WESTERN
RECONVEYANCE
CORPORATION**

A Prommis Solutions Company

September 21, 2010

VIA FACSIMILE ONLY
(206) 333-1790

James Krage
AmericanLoanAudits.com
10418 Ives Street
Bellflower, CA 90706

Re: Borrower: Douglas Matthews
T.S. No.: 1282227-02
Loan No.: 0010922318
Property Address: 9735 Harvard Street, Bellflower, CA 90706

Dear Mr. Krage:

I write to you in response to correspondence received by Cal-Western Reconveyance Corporation ("CWR"), dated July 3, 2010. Your correspondence includes what you purport to be a *Qualified Written Request* ("QWR"), within which you have requested information related to the above-referenced loan number ("Loan"), which is currently subject to nonjudicial foreclosure proceedings.

As a preliminary matter, CWR is the substituted foreclosure trustee under the Deed of Trust for the Loan. As you should be aware, a trustee under a Deed of Trust is typically not the beneficiary, lender, or loan servicer and in fact CWR is not the beneficiary, lender, or servicer of the Loan. A copy of the recorded Substitution of Trustee is enclosed for your reference. Based on the information provided to CWR by the beneficiary and its loan servicer, your client is in default on his obligations under the Loan because he failed to make the monthly payment that became due on August 1, 2006, and subsequent installments due thereafter. Consequently, the Loan was referred for non-judicial foreclosure.

As you should be aware, the majority of your inquiries, specifically your demands to produce accounting and loan origination documentation, are applicable only to the lender or servicer of the Loan. As the foreclosure trustee, CWR maintains no liability under TILA and is not legally obligated under RESPA to respond to your inquiries. Moreover, since CWR was not involved in your client's Loan origination, CWR does not have access to the majority of information you are requesting.

However, as an accommodation to you and in order to validate the debt, enclosed please find a copy of the Adjustable Rate Note ("Note"), Deed of Trust, Assignment of Deed of Trust ("Assignment"), and MERS Servicer ID screen printout for the Loan, for which CWR is the substituted foreclosure trustee. The enclosed documents indicate that the original creditor was Resmae Mortgage Corporation ("Resmae"), with Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Resmae. Pursuant to the information contained in the enclosed



**CAL-WESTERN
RECONVEYANCE
CORPORATION**

A Prommis Solutions Company

Assignment, Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for Certificateholders of Bear Stearns Asset Backed Securities I LLC, Asset-Backed Certificates, Series 2005-HE9 ("Bank of America") is the current beneficiary. EMC Mortgage Corporation ("EMC")¹ is the current servicer of the Loan and Bank of America, N.A. is the current investor, pursuant to information contained in the enclosed printout of the MERS Servicer ID screen². The Note provides an original mailing address for payments to Resmae of P.O. Box 729, Brea, CA 92822. The Deed of Trust provides an original mailing address for Resmae of 3350 East Birch Street, Ste. 102, Brea, CA 92821. The Deed of Trust also provides an original mailing address for MERS of P.O. Box 2026, Flint, MI 48501-2026, with a telephone number of (888) 679-MERS. The Assignment provides a mailing address for Bank of America of EMC Mortgage Corporation, P.O. Box 660753, Dallas, TX 75266-0753. However, it is possible that these mailing or payment addresses might have changed since the loan was originated in April 2005.

Please be advised that as the substituted foreclosure trustee, CWR has no obligation to verify Note holder identifications under the comprehensive statutory scheme governing non-judicial foreclosures contained in California Civil Code § 2924 et seq. CWR is also not legally obligated to provide you or your client with the original Note, nor does CWR have access to it. However, as an accommodation to you, a copy of the Note is enclosed. It is the understanding of CWR that either Bank of America or EMC is currently in possession of the original Note or has information regarding its location, although you will need to confirm this with Bank of America and/or EMC.

In conclusion, CWR simply lacks the authority to take any action in connection with your correspondence and will take no further action in regard thereto. Although CWR has forwarded your correspondence to Bank of America and EMC, we suggest that you contact either Bank of America or EMC directly regarding any further questions you might have. Please note that unless prohibited by applicable state or federal law, all collection and foreclosure activity regarding the Loan will proceed as instructed by Bank of America and/or EMC.

If you have any additional questions regarding this matter as it relates to CWR, you can contact me at the number below.

Very truly yours,

Michelle Mierzwa
Corporate Counsel
Cal-Western Reconveyance Corporation

¹ EMC Mortgage Corporation is now known as JP Morgan Chase, FKA EMC Mortgage Corporation.

² If you would like to conduct your own search on the MERS webpage for servicer information, please visit www.MERSinc.org, click on "MERS ServicerID" and search by your MIN (MERS Identification Number), which can be found in either the upper left or right quadrant of the first page of your Deed of Trust.

EXHIBIT # 09

THE SUPERIOR COURT OF SOUTHEAST DISTRICT
BELLFLOWER COURTHOUSE
CIVIL - REGISTER OF ACTIONS
RUN DATE AND TIME: 03/24/2011 - 08.56.55

CASE # 11C00167 BANK OF AMERICA VS MATTHEWS, DOUGLAS

=====

TYPE OF CASE: CIVIL CASE NATURE: U.D.- RESIDENTIAL PRINCIPAL: PROOF ATTY FEE: Y

PLAINTIFF(S) DEFENDANT(S)

===== ORIGINAL COMPLAINT =====

01A BANK OF AMERICA NATIONAL ASSOCIATION
AS SUCCESSOR BY MERGER TO LASALLE BANK
NATIONAL ASSOCIATION AS TRUSTEE FOR
CERTIFICATEHOLDERS OF

01A MATTHEWS, DOUGLAS

PRO PER: N ATTORNEY BAR #: 269540-16
DESS RICHARDSON
RUZICKA & WALLACE LP
16520 BAKE PKWY SUITE 280
IRVINE CA 92618 (949)759-1080

PRO PER: Y ATTORNEY BAR #:
MATTHEWS, DOUGLAS
9735 HARVARD STREET
BELLFLOWER CA 90706

02A BEAR STEARNS ASSET BACKED SECURITIES
I LLC ASSET BACKED CERTIFICATES SERIES
2005-HE9

02A GARNER, C. RONALD SUED AS DOE 01

PRO PER: N ATTORNEY BAR #: 269540-16
DESS RICHARDSON
RUZICKA & WALLACE LP
16520 BAKE PKWY SUITE 280
IRVINE CA 92618 (949)759-1080

PRO PER: Y ATTORNEY BAR #:
GARNER, C. RONALD SUED AS DOE 01
9739 HARVARD STREET
BELLFLOWER CA 90706 (714)599-2348

03A KRAGE, JAMES SUED HEREIN AS DOE 2

PRO PER: Y ATTORNEY BAR #:
KRAGE, JAMES SUED HEREIN AS DOE 2
9735 HARVARD STREET
BELLFLOWER CA 90706 (562)867-3230

D	DATE	CODE	ACTION	FEE
	01/13/11	1327	UNLAWFUL DETAINER COMPLAINT FILED. RN PD.	\$ 240.00
	01/13/11	1074	SUMMONS ISSUED.	
	01/13/11	1071	SUMMONS FILED.	
	01/13/11	1283	NOTICE OF UNLAWFUL DETAINER FILING MAILED TO RESPECTIVE PARTIES/COUNSEL. CLERK'S CERTIFICATE OF SERVICE FILED.	

01/21/11 1258 PREJUDGMENT CLAIM OF RIGHT TO POSSESSION FILED BY CLAIMANT \$ 225.00
 GARNER, C. RONALD SUED AS DOE 01 PRO PER . . RECEIPT
 # FEE WAIVER . CLERK'S CERTIFICATE OF SERVICE FILED AND
 MAILED TO RESPECTIVE PARTIES/COUNSEL ON 01/21/11

01/21/11 1006 ANSWER FILED OF GARNER, C. RONALD SUED AS DOE 01 PRO \$ 000.00
 PER . RECEIPT # FEE WAIVER .

01/21/11 1010 REQUEST TO WAIVE COURT FEES FILED BY GARNER, C. RONALD
 SUED AS DOE 01 .

01/21/11 1442 ORDER GRANTING REQUEST TO WAIVE COURT FEES SIGNED AND
 FILED AS TO GARNER, C. RONALD SUED AS DOE 01 .

03/08/11 1250 NOTICE OF STATUS CONFERENCE AND ORDER FILED AND MAILED TO
 RESPECTIVE PARTIES/COUNSEL. MATTER SET FOR HEARING ON
 04/14/11 AT 01:30P M, IN DEPT. 001 . CERTIFICATE OF
 MAILING FILED.

03/23/11 1258 PREJUDGMENT CLAIM OF RIGHT TO POSSESSION FILED BY CLAIMANT \$ 225.00
 KRAGE, JAMES SUED HEREIN AS DOE 2 PRO PER . .
 RECEIPT # FEE WAIVER . CLERK'S CERTIFICATE OF SERVICE
 FILED AND MAILED TO RESPECTIVE PARTIES/COUNSEL ON
 03/23/11

03/23/11 4013 CLERK'S CERTIFICATE OF SERVICE BY MAIL FILED .

03/23/11 1010 REQUEST TO WAIVE COURT FEES FILED BY KRAGE, JAMES SUED
 HEREIN AS DOE 2 .

03/23/11 1442 ORDER GRANTING REQUEST TO WAIVE COURT FEES SIGNED AND
 FILED AS TO KRAGE, JAMES SUED HEREIN AS DOE 2 .

03/23/11 1031 DEMURRER TO COMPLAINT AND P & A'S IN SUPPORT THEREOF FILED \$ 40.00
 BY MATTHEWS, DOUGLAS . MATTER NOTICED FOR HEARING ON
 04/26/11 AT 01:30P M IN DEPT. 001 . RECEIPT # FEE
 WAIVER

03/23/11 1010 REQUEST TO WAIVE COURT FEES FILED BY MATTHEWS, DOUGLAS

03/23/11 1229 REQUEST AND ORDER TO WAIVE COURT FEES AS TO MATTHEWS,
 DOUGLAS FILED AND FORWARDED TO DEPARTMENT 001 FOR
 CONSIDERATION.

03/23/11 4112 NEXT ACTION DUE 03/29/11 AT 08:00A M, IN DEPT. CLK .
 TO FILE ANSWER

*=AMENDED; D=DELETED

03/24/2011



I certify that this is a true and correct copy of the
 original Reg. of Actions on file in this office consisting
 of 002 pages. JOHN A. CLARKE, Executive Officer/Clerk of the
 Superior Court of California, County of Los Angeles.

Date: 3/24/11 By: H. Francisco Ung Deputy
 H. FRANCISCO UNG

EXHIBIT # 10

11 JAN 13 PM 2:23
CLERK OF THE COURT
DEPUTY

1 Earl R. Wallace, Esq. (State Bar Number 174247)
Richard Sontag, Esq., Of Counsel (State Bar Number 108652)
2 Dess Richardson, Esq. (State Bar Number 269540)
RUZICKA & WALLACE, LLP
3 16520 Bake Parkway, Suite 280
Irvine, CA 92618
4 Telephone: (949) 759-1080
Facsimile: (949) 759-6813
5

6 Attorneys for Plaintiff, BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY
MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
7 CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-
BACKED CERTIFICATES, SERIES 2005-HE9
8

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF LOS ANGELES, BELLFLOWER COURTHOUSE -LIMITED CIVIL

11 Case No.: **11C00167**

11 BANK OF AMERICA, NATIONAL)
ASSOCIATION AS SUCCESSOR BY)
12 MERGER TO LASALLE BANK NATIONAL)
ASSOCIATION, AS TRUSTEE FOR)
13 CERTIFICATEHOLDERS OF BEAR)
STEARNS ASSET BACKED SECURITIES I)
14 LLC, ASSET-BACKED CERTIFICATES,)
SERIES 2005-HE9,)

Case No.: **11C00167**
LIMITED CIVIL CASE
COMPLAINT FOR UNLAWFUL DETAINER
AMOUNT DEMANDED DOES NOT
EXCEED \$10,000

15 Plaintiff,

(Foreclosure)

16 vs.

Action based on Code of Civil Procedure
Section 1161a

17 DOUGLAS MATTHEWS; and DOES 1 to 20,
18 inclusive,

19 Defendants.

CIT/CASE: 11C00167 LEA/DEF#:
RECEIPT #: LC525951034
DATE PAID: 01/13/11 02:49:16 PM
PAYMENT: \$240.00 0310
RECEIVED:
CHECK: 240.00
CASH:
CHANGE:
CARD:

22 Plaintiff alleges:

- 23 1. This court is the proper court for this action because:
24 a. Each Defendant resides and/or conducts business in the area served by this Court;
25 b. The real property which is the subject of this action **9735 HARVARD STREET,**
26 **BELLFLOWER, CA 90706** (hereinafter, the "Property"), is located in the area served by this
27 Court; and
28 c. The amount of damages claimed in this action does not exceed \$10,000.00.

1 2. Plaintiff is informed and believes and thereon alleges that the Defendant(s), and
2 each of them, are, and at all times herein mentioned, were residents of the County of LOS
3 ANGELES, State of California, and reside within the jurisdictional boundaries of this Court.

4 3. The true names and capacities of Does 1 through 20, inclusive, are presently
5 unknown to Plaintiff, who therefore sues such Defendant(s) under such fictitious names pursuant
6 to Section 474 of the Code of Civil Procedure. Plaintiff is informed and believes, and on such
7 information and belief, alleges that each such "Doe" Defendant is in possession of the Property,
8 without the permission or consent of Plaintiff, and Plaintiff will amend this complaint to state the
9 true names and capacities of said Defendant(s) when the same have been ascertained.

10 4. Plaintiff is informed and believes, and thereon alleges that the Defendant(s) and
11 each of them, are, and at all times mentioned herein were, the agent, servant and employee of
12 each of the other Defendant(s), and in doing the things herein alleged, were acting within the
13 course and scope of said agency and employment.

14 5. Plaintiff is the owner of and entitled to immediate possession of the Property.

15 6. The Property was sold in accordance with Section 2924 of the Civil Code, under
16 power of sale contained in a deed of trust executed by the Defendant(s) herein, and title under
17 the sale has been duly perfected in Plaintiff by the recording of a Trustee's Deed Upon Sale in
18 the Official Records, County of LOS ANGELES.

19 7. On December 29, 2010, in the manner required by law, Plaintiff caused to be
20 served upon Defendant(s), and each of them, a written notice ("Notice") to quit and deliver up
21 possession of the Property to Plaintiff within three (3) days after service of the Notice. A true and
22 correct copy of the Notice and Proof of Service thereof are attached to this complaint collectively
23 as Exhibit "A", and incorporated herein by this reference.

24 8. More than three (3) days have elapsed since the service of the Notice, but
25 Defendant(s), and each of them, have failed and refused to deliver up possession of said
26 premises to Plaintiff.

27 9. Defendant(s), and each of them, remain in possession of the Property without
28 Plaintiff's permission or consent.

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VERIFICATION

I am one of the attorneys for the Plaintiff in this action. The Plaintiff is absent from the County of Orange, California, in which I have my office in that Plaintiff's headquarters are not located in this county, or the Plaintiff is otherwise unable to verify this pleading as of the date set forth hereinbelow, and I make this verification for an on behalf of Plaintiff for that reason. I have read the foregoing Complaint for Unlawful Detainer and am familiar with its contents. I am informed and believe that the matters contained within it are true and on that ground allege that the matters stated are true.

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

Executed on January 11, 2011 at Irvine, California.

RUZICKA & WALLACE, LLP
A California limited liability partnership


By:  _____
Attorneys for Plaintiff, **BANK OF AMERICA,
NATIONAL ASSOCIATION AS SUCCESSOR BY
MERGER TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR
CERTIFICATEHOLDERS OF BEAR STEARNS
ASSET BACKED SECURITIES I LLC, ASSET-
BACKED CERTIFICATES, SERIES 2005-HE9**

EXHIBIT A

NOTICE TO VACATE

TO: DOUGLAS MATTHEWS and all tenants, subtenants, and others in possession

ADDRESS: 9735 HARVARD STREET
BELLFLOWER, CA 90706

The above-referenced real property ("Property") was sold at a foreclosure sale in accordance with section 2924 of the California Civil Code under a power of sale contained in a deed of trust securing said Property. The new owner seeks to recover possession of the Property in good faith to market and sell the Property.

Within **three (3) days** after service of this notice, you are hereby required to vacate and deliver possession of the Property now held and occupied by you to the undersigned unless you are a tenant or subtenant.

If you are a tenant or subtenant, then you must vacate the Property within **ninety (90) days** after service of this notice unless you are tenant who entered into a bona fide lease prior to the notice of foreclosure in which case you must vacate the Property at the end of the remaining current term set forth in the bona fide lease, or ninety (90) days after service of this notice, whichever occurs later.

Under the federal Protecting Tenants at Foreclosure Act of 2009, a lease is considered bona fide only if all of the following conditions exist: (1) you are not the mortgagor or the child, spouse, or parent of the mortgagor; (2) your lease was the result of an arms-length transaction, and (3) the lease requires the receipt of rent that is (i) not substantially less than fair market rent for the Property, or (ii) the unit's rent is reduced or subsidized due to a federal, state or local subsidy. The date of a notice of foreclosure is deemed to be the date on which complete title to a property is transferred to a successor entity or person as a result of an order of a court or pursuant to provisions in a mortgage, deed of trust, or security deed.

If you claim to be a tenant or subtenant, within three days after service of this notice, please notify the undersigned in writing of your tenancy and provide the undersigned with the following information: (a) a copy of your lease or rental agreement, or if you do not have a written lease or rental agreement, please provide a written explanation of the terms of the agreement under which you occupy the Property, including without limitation, the date you entered into the agreement, the names of all parties who entered into the agreement, the term of the agreement, the amount of monthly rent, the utilities paid by the landlord (if any), the amount of your security deposit (if any), and whether you receive assistance under the U.S. Department of Housing and Urban Development's (HUD) Section 8 Housing Program; (b) proof of your last rental payment and any security deposit; (c) a list of any conditions at the Property that require repair and (d) whether you are the child, spouse, or parent of the mortgagor.

If you are a tenant who rented the Property before the foreclosure sale, you have a right to request that the new owner or its authorized agent make an initial inspection of the Property to determine its condition before you vacate, and you have the right to be present during the inspection. The purpose of the inspection is to allow you an opportunity to remedy identified deficiencies or damage to the Property, if any, caused by you. If you wish to have such an inspection, please contact the undersigned as soon as possible. If you request an inspection, you will be given 48 hours advance notice of the inspection, but you may waive in writing the required 48 hours notice and have the inspection done sooner.

This notice constitutes a notice to quit pursuant to California Code of Civil Procedure sections 1161a and 1161b. This notice also constitutes a notice of termination of tenancy/non-renewal of lease or rental agreement as to any tenancies that survived the foreclosure sale.

RUZICKA & WALLACE, LLP
A California limited liability partnership

DATED: 12/28/2010



By: Earl Wallace, Esq.

Attorneys for the new owner: BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2005-HE9

16520 Bake Parkway, Suite 280
Irvine, CA 92618
Telephone: (949) 748-3619
Facsimile: (949) 759-6813

PROOF OF SERVICE

CLIENT: **EFFICIENT**

INV #: 48307 CLIENT INV #1: 106733

PLAINTIFF: BANK OF AMERICA

PERSON(S) SERVED: **DOUGLAS MATTHEWS
AND ALL OTHERS IN POSSESSION**

ADDRESS:
**9735 HARVARD STREET
BELLFLOWER CA 90706**

DOCUMENT(S) SERVED:
3/90 DAY NOTICE TO VACATE

I, the undersigned, being at least 18 years of age, declare, under penalty of perjury, (under the laws of the State of California) that I served a copy of the above document(s) in the manner indicated below.

DATE: 12/29/10

CONSTRUCTIVE SERVICE - POST AND MAIL

On the date and time specified above, I posted a copy of the document(s) for each named occupant(s) in a conspicuous place there being no person of suitable age and discretion to be found at any of the named occupant(s) known place of residence or business.

I do not know any other place of business/residence of any occupant(s) named.

SERVICE OF MAIL

On the date specified above, I caused a copy of the document(s) to be mailed to each of the named via First Class, United States Mail, postage prepaid, in a sealed envelope to the address listed above.

DATE: 12/30/10 DENISE

FEE: \$0.00



DAVID CUNNINGHAM

California Registered Process Server; County of ORANGE
Registration # 1895

JENSEN LEGAL SERVICES, INC. 505 N. Tustin Ave., Suite 248 Santa Ana, CA

PLAINTIFF (Name): BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER DEFENDANT (Name): DOUGLAS MATTHEWS; and DOES 1 to 20, inclusive	CASE NUMBER:
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NOTICE: If you fail to file this claim, you will be evicted without further hearing.

11. (Response required within five days after you file this form) I understand that I will have five days (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.

12. **Rental agreement.** I have (check all that apply to you):
- a. an oral rental agreement with the landlord.
 - b. a written rental agreement with the landlord.
 - c. an oral rental agreement with a person other than the landlord.
 - d. a written rental agreement with a person other than the landlord.
 - e. other (explain):

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

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

..... (TYPE OR PRINT NAME) ▶ _____ (SIGNATURE OF CLAIMANT)

NOTICE: If you file this claim of right to possession, the unlawful detainer (eviction) action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

- NOTICE TO OCCUPANTS -

YOU MUST ACT AT ONCE if all the following are true:

1. You are NOT named in the accompanying Summons and Complaint.
2. You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed. (The date is the court filing date on the accompanying Summons and Complaint.)
3. You still occupy the premises.

(Where to file this form) You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the reverse of this form) at the court where the unlawful detainer (eviction) complaint was filed.

(What will happen if you do not file this form) If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. If you do not file this claim, you will be evicted without a hearing.