

**Case No. 82078**

IN THE SUPREME COURT OF NEVADA

SFR INVESTMENTS POOL 1, LLC, A  
NEVADA LIMITED LIABILITY  
COMPANY,

Appellant,

vs.

NATIONSTAR MORTGAGE, LLC, A  
DELAWARE LIMITED LIABILITY  
COMPANY,

Respondent.

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**APPEAL**

from the Eighth Judicial District Court, Clark County  
The Honorable MARY KAY HOLTHUS, District Judge  
District Court Case No. A-13-684715-C

**JOINT APPENDIX VOLUME 11**

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Respectfully submitted by:

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1           A. That wasn't exactly what I answered, but  
2 close enough.

3           Q. Feel free to correct me.

4           A. Actually, I said the first deed of trust.

5                 So -- I'm sorry. So what was the  
6 procedure -- I'll let you ask the question. What was  
7 the question?

8           Q. Yes. What was the practice or procedure for  
9 responding to a bank that held a first deed of trust  
10 that wanted to pay the superpriority component of the  
11 HOA's lien?

12          A. Well, if a lender -- the statute  
13 changed -- let me step back.

14                 We were initially reluctant to provide payoff  
15 lien information to a lender because of the Fair Debt  
16 Collection Practices Act providing information to a  
17 third party without permission from the homeowner.

18                 That law changed, I don't remember what year  
19 it was. So I'm not sure if it's -- if that change in  
20 statute is relevant to this particular foreclosure or  
21 not. I don't recall, because the law changed. But  
22 eventually the law was changed, which allowed us to  
23 provide payoff information to lenders, lien payoff  
24 information.

25          Q. Okay. And what was NAS's practice for --

1     what would NAS do if a first deed of trust beneficiary  
2     or holder delivered a check to NAS for the -- what the  
3     first deed of trust holder claimed or thought was the  
4     superpriority component? How would NAS handle that?

5           A. If memory serves, every check that I received  
6     from a lender for the superpriority portion of it -- I  
7     believe that's what you said. Do I remember that  
8     correctly?

9           Q. (Counsel nodded head up and down.)

10          A. -- had conditions on it.

11          Q. Uh-huh.

12          A. That this satisfies A, B, and C, that you  
13     need to cancel the sale, or something to that effect,  
14     and we would reject that check because it was directed  
15     and it was not something that we could do; it was an  
16     inaccurate amount, and the terms of negotiating the  
17     check were problematic.

18          Q. Okay. Would that -- would the delivery of  
19     that check, with the bank's or the first -- the first  
20     deed of trust beneficiary's communication with NAS,  
21     all those things, was that communicated at the  
22     auctions that NAS conducted? So if for a property the  
23     bank had delivered a check and then NAS returned it,  
24     would that be explained or communicated at the  
25     auction?

1 A. No, not to my recollection.

2 Q. What about the recordkeeping that NAS had?  
3 We've seen in files here and there, there is a -- if  
4 NAS returns a check, it would -- there would be a  
5 transmittal form.

6 Other than that, is there any recordkeeping  
7 within NAS as to when the first deed of trust holders  
8 attempted to pay and what was done with those checks?

9 A. If we kept a copy of whatever it was, it  
10 would be in that file.

11 Q. Okay. Was it the regular practice to keep a  
12 copy or to not keep a copy?

13 A. We were getting literally 50, 60 of these a  
14 day. I don't remember the law firm that was giving  
15 them to us.

16 Q. Miles Bauer, B-a-u-e-r.

17 A. Yes.

18 Q. Were there any other firms that were giving  
19 you those kinds of letters?

20 A. I don't recall.

21 Q. Were there any lenders other than Bank of  
22 America?

23 A. I don't recall -- let me rephrase that. I  
24 believe there was some from Wells Fargo, I believe.

25 Q. Okay.



1 A. But I could be wrong.

2 Q. Okay. If we could turn back to page 331,  
3 paragraph 2 -- well, question 9, subpart B, subpart 3  
4 little i, subpart 2.

5 A. Got it.

6 Q. As I said, Mr. Pankratz I think spent a lot  
7 of time on this e-mail.

8 A. He had beautiful spacing on his paragraphs.  
9 I have to give him credit for that.

10 Q. I don't think he foresaw it being used in  
11 litigation three years later, but here we are.

12 On paragraph 4, the question that  
13 Mr. Pankratz asked was:

14 "Once the HOA owns the home, could the  
15 bank now initiate a foreclosure because the  
16 owner (the HOA now) isn't making the mortgage  
17 payments?"

18 And then there's what I think is a response  
19 that again I'm going to assume is yours. I understand  
20 you are not ready to say yes or no on that. But the  
21 response here is:

22 "The bank may commence foreclosure  
23 because the trustor, borrower, is not making  
24 payments. The trustor and the owner, the  
25 HOA, in this case, would not be the same

1                   entity."

2                   And that response kind of assumes, as you  
3                   have just testified, that NAS's view was that the HOA  
4                   sale would not wipe out the bank's first deed of  
5                   trust?

6                   A. It's consistent with that statement, yes.

7                   Q. Okay. If we could go to the very top of  
8                   page PLTF 232. There is a statement that I'm assuming  
9                   is yours. It says:

10                         "The HOA already has a bid in by virtue  
11                         of what it is owed. No check from the HOA is  
12                         needed."

13                   Do you see that?

14                   A. Yes.

15                   Q. Is that something that you would have  
16                   written?

17                   A. Yes.

18                   Q. What are the mechanics of an HOA -- of a  
19                   foreclosure sale where the HOA takes the title? How  
20                   does that differ from when there is a third-party  
21                   investor?

22                   A. I'm not really sure I understand the  
23                   question.

24                   Q. Let me be more specific.

25                   The HOA does not have to issue a check?

1 A. Correct.

2 Q. Why is that?

3 A. Because there's a credit already. They would  
4 only be writing a check to themselves, in essence is  
5 what they would be doing.

6 Q. Okay. And so in order to pay your fees and  
7 costs, since there's no proceeds from sale, would  
8 those come directly out of the HOA?

9 A. We would then bill the association  
10 immediately after the sale.

11 Q. Okay. And what if there are other amounts  
12 that need to be disbursed; would that come from the  
13 HOA as well?

14 A. Can you give me an example? I'm not sure...

15 Q. Yeah. Tax lien, for example, or some other  
16 lien that happens to be senior to the HOA.

17 A. We collect for what's owed to the homeowners'  
18 association. That's why we make no warranties as far  
19 as tax liens and so forth.

20 Q. Okay. If it's a third-party investor that  
21 buys, how are NAS's fees and costs paid mechanically?

22 A. So we have the sale. The opening bid is  
23 \$60,000 or whatever it is. Most of that is what's  
24 owed to the homeowners' association. NAS's fees and  
25 costs are included in there. We have the buyer that

1 shows up or bidder that shows up. He bids \$60,000 on  
2 it. We collect the cashier's check right then and  
3 there, and we within a couple of days create a new  
4 deed for this individual, and we disburse the money  
5 accordingly, so much to the homeowners' association,  
6 so much to NAS, so much to our vendors. And that's  
7 how it's disbursed, if that answers the question.

8 Q. Yes. Paragraph 10, there is a statement at  
9 the end of subpart b) to that, and the statement:

10 "The investor buys at his/her own risk  
11 with no warranties expressed or implied. The  
12 investor does his own homework to determine  
13 the attractiveness of the property."

14 From your -- what I would like to do now is,  
15 keeping that statement in mind, take a look at the  
16 trustee's deed in this case, which is on page PLTF  
17 2- -- there's a couple of versions of it, but the more  
18 legible one is the one on page PLTF 277.

19 And this is also an HOA -- a foreclosure deed  
20 that also uses the term "without warranty expressed or  
21 implied." Do you see that, the first paragraph?

22 A. Yes.

23 Q. So can you explain what this -- from NAS as  
24 the trustee, as the entity delivering this deed, what  
25 does that mean, "no warranty expressed or implied"?

1           A. It's the equivalent of a quitclaim deed. You  
2           are giving over whatever title exists. You are not  
3           making any claims with respect to existing liens.  
4           We're not making a claim that it's A-plus marketable  
5           title, for whatever reason. It's also standard in the  
6           industry that that language be in there.

7           Q. It's also in the statute. It says, "further,  
8           the agent states that," and then there's a series of  
9           recitals. I'm assuming you are familiar with these  
10          types of recitals.

11          A. I've seen them a few times.

12          Q. It says, starting in the middle:

13                       "Nevada Association Services has  
14                       complied with all requirements of law  
15                       including, but not limited to" --

16          I'm wondering if you can walk us through what  
17          process Nevada Association Services would or does at  
18          following orders to ensure that it has complied with  
19          all requirements of law.

20          A. So you are trying to -- you want to know what  
21          we do, or how do we make the assurance that we've  
22          done? I guess I'm not clear on what the question is.

23          Q. I think they are related. So you make this  
24          assurance?

25          A. Correct.

1 Q. And the question is, what do you do in order  
2 to make sure that this assurance is accurate?

3 A. We do what we're supposed to do.

4 Q. And what is that?

5 A. Okay. So I'll just briefly walk through the  
6 process. So we start off by sending out a notice -- a  
7 demand letter, if you will, a notice of delinquency to  
8 the homeowner. It's FDCPA, it's compliant with the  
9 FDCPA, Fair Debt Collection Practices Act.

10 If they don't respond to that letter or we  
11 don't get resolution, resolution can be a payment plan  
12 or a full check, then we'll go ahead and record a  
13 notice of delinquent assessment lien on the property.

14 Once we do the notice of delinquent  
15 assessment lien, we -- they have -- I'm trying to  
16 remember -- they have 30 days within which to respond,  
17 and at that point we are able to put the property into  
18 foreclosure.

19 They have the ability to respond. Twenty  
20 days into that 30 days we'll send them another notice  
21 saying, please pay us, we still haven't received  
22 payment.

23 If they don't respond to that letter, we'll  
24 record a notice of default. All the required mailings  
25 go out with the notice of default. We notify other

1       lienholders. We notify -- let me rephrase that.

2               We send notice to other lienholders. We send  
3       notice to lenders. We send notice to the owners of  
4       the property. That begins a 90-day statutory waiting  
5       period.

6               At the end of the 90 days, we can publish a  
7       notice of sale, which includes additional mailings,  
8       recording of the document, publishing the notice,  
9       posting the notice.

10              So that's sort of a snapshot --

11              Q. Okay.

12              A. -- of the process. It's not all-inclusive.

13              Q. Is that process, including the parts that you  
14       didn't mention, is that summarized in some type of  
15       policy and procedure document, a workflow chart,  
16       anything like that?

17              A. Well, it's laid out in the statute. We have  
18       additional processes that we'll go through to give  
19       them additional chance.

20              For example, we're not required -- the law, I  
21       think, has changed because we offer payment plans, but  
22       we weren't required to offer payment plans back then.

23              We sent out an additional notice really  
24       encouraging the homeowner to pay. Those additional  
25       notices were not required by statute.

1           Q.   Okay.   But what I'm getting at is, as to your  
2   employees, in order to know what step comes next in  
3   the process, do you have training materials or written  
4   flowcharts, something that gives one of your employees  
5   knowledge, here's where we are in the process, here's  
6   what the next step is?

7           A.   We don't have manuals like that.   We had  
8   training sessions which we would go through this.   I  
9   found that over the years to be a much more effective  
10   training.

11          Q.   Do you prepare written materials for those  
12   training sessions?

13          A.   Yes, way back when, yes.

14          Q.   Okay.   Do you still have those?

15          A.   Probably not.   I could certainly look for  
16   you, though.

17          Q.   Okay.

18          A.   I don't think so.

19          Q.   Then just getting back to the foreclosure  
20   deed, if I understand your testimony right, it's --  
21   feel free.   I'm going to rephrase some of what you  
22   said.   So feel free to correct me.

23          A.   Will do.

24          Q.   It sounds like you have a process here that  
25   you have confidence in, and at the end of this process



1     you have a foreclosure deed. And this process  
2     includes basically the following of the statute and  
3     you testified to additional steps NAS takes that are  
4     not required by the statute.

5             Is there a separate and independent review  
6     conducted at the time the foreclosure deed is executed  
7     to assure that all of those processes were dealt with  
8     and followed?

9             A. No, but there's an independent review done  
10    prior to the notice of sale being published.

11            Q. And what was that independent review at that  
12    time prior to the NOS, notice of sale?

13            A. The person preparing the notice of sale would  
14    go through the file to make sure everything looked  
15    consistent with what it should be.

16            Q. Okay. And what did that look-back entail?  
17    Basically comparing the ledgers from the HOA? Any  
18    other information?

19            A. Starting at the beginning of the file from  
20    day one.

21            Q. What were NAS's document retention practices  
22    for -- maybe I should ask that differently.

23                    Assuming that a bank, like a first deed of  
24    trust holder had sent the check or sent the letter or  
25    a law firm like Miles Bauer had sent the letter, those

1 sorts of things, would that information be available  
2 for the person that's reviewing it at the time of the  
3 notice of sale, would that person have access to that  
4 part of the file history?

5 A. They had access to the entire file and the  
6 history, so if that document was in the file, they had  
7 access to it.

8 Q. Okay. And that document, for example, the  
9 Miles Bauer letter, a copy of the check, whatever else  
10 may be there, was that supposed to be in each file?

11 A. It should have been, but again, when we  
12 started receiving dozens and dozens of these letters,  
13 we did have a blanket letter that went to Miles Bauer  
14 saying we're sending these back to you. So it may not  
15 have made it into the file for that particular  
16 account, just because we didn't have the -- it was  
17 becoming burdensome.

18 Q. I guess what I'm getting at is, sometimes we  
19 have -- you know, we ask -- in all these cases that  
20 are now being litigated, we ask for the NAS file. And  
21 so I'm assuming that there is some kind of way to  
22 search for that, whether it's by account number or  
23 homeowner name or some search field that gives us the  
24 file, and what I'm trying to understand is if there is  
25 somewhere in NAS's -- within the four corners of the

1 organization where a tender letter from Miles Bauer  
2 may exist but it didn't get to the file for the  
3 specific homeowner.

4 A. So I'm old school. We did most of our work  
5 hard copy; so it was in the file. There was no  
6 digital copy, necessarily, that was sitting in a  
7 digital file somewhere. So it would have been a hard  
8 document that was sitting in the file. Even the phone  
9 notes, for example, which I think you had a copy of,  
10 we would print them out of the computer, put them in  
11 the file, and those would be retained as required by  
12 law.

13 Q. Okay. I don't think I have much more for  
14 you.

15 You mentioned this look-back process that's  
16 done to check the file when the notice of sale is  
17 done. Who would do that? Is it the same person who  
18 signs the notice of sale?

19 A. Yes, yeah. The person preparing -- let me  
20 rephrase that.

21 I'm not sure if the person preparing the  
22 actual notice of sale was the one that signed it. In  
23 other words, the person preparing the notice of sale  
24 might not be the one that signs off on it, but the one  
25 that does sign off on it, whether or not they actually

1 prepared the notice of sale, is the one that reviewed  
2 the file.

3 MR. STERN: I don't have any other questions  
4 for you.

5 MR. JUAN: I do.

6

7 EXAMINATION

8

9 BY MR. JUAN:

10 Q. You were asked just a couple of minutes ago  
11 about a Miles Boyer letter.

12 A. Bauer.

13 Q. Bauer, excuse me.

14 If you did receive a Miles Bauer letter for  
15 this particular Unit 404 for its foreclosure file,  
16 would a copy be in the file?

17 A. Maybe; maybe not.

18 Q. If you responded back to that person, would a  
19 copy of that response letter be in the file?

20 A. Again, we were having boilerplated letters  
21 sent to Miles Bauer, so it may not have been file  
22 specific. So the answer is maybe; maybe not.

23 Q. If you received a check from the first deed  
24 of trust or a bank on Unit 404 for this file, would  
25 you have made a copy of it and put it as part of the

1 file?

2 A. I need clarification on what the check was.  
3 Was it a limited nine-month superpriority lien check  
4 that was restricted in how it could be applied, was it  
5 a check for the full amount. So I would sort of need  
6 more information in how I answer that question.

7 Q. Let me ask you this way:

8 In the files from NAS, there is no reference  
9 of any payments of any kind from the bank or first  
10 deed of trust. If there was some kind of payment or  
11 offer of payment from the first deed of trust or the  
12 bank, would it be somewhere in the file?

13 A. It would, unless, again, it was one of these  
14 Miles Bauer types of checks where it was one of dozens  
15 of them and they said this is for the superpriority  
16 lien and we looked and they didn't calculate it  
17 correctly. It may or may not be a part of the file.

18 Q. Understood.

19 You had talked about the foreclosure process.  
20 Do you remember a company, a separate company doing  
21 the actual foreclosure sale for this Unit 404?

22 A. Are you talking about crying the sale for us?

23 Q. Yes.

24 A. Yes.

25 Q. Do you know who that was?

1 A. I believe I remember who it was.

2 Q. Publishing Post?

3 A. Priority Posting and Publishing, perhaps.

4 Q. Yes. That company, what did you hire that  
5 company to do?

6 A. Well, we didn't -- I think we would have to  
7 define what the word "hire" means.

8 Q. Okay.

9 A. We didn't really hire them. We retained them  
10 to publish the notice of sales for us so I didn't have  
11 to hire someone to do publication work for the  
12 required newspapers.

13 They did the posting for us so I wouldn't  
14 have to hire somebody to go out and run around and  
15 tape things on doors, and they cried the sale for us.  
16 They would get paid out of the proceeds.

17 So they were a third-party vendor. I'm not  
18 really sure we hired them. They weren't on my payroll  
19 or anything like that.

20 Q. And this was back then in 2012, 2014, but now  
21 do you still hire an outside party to cry the sale?

22 A. I believe we're doing it all ourselves now.

23 MR. JUAN: Nothing more.

24 MR. STERN: No follow-ups.

25 THE REPORTER: Copy of the transcript?

1 MR. JUAN: Yes.

2 MR. STERN: Yes, please.

3 THE REPORTER: How do you like to receive it?

4 MR. JUAN: Just a condensed. You can just  
5 E-mail it to me.

6 (Off record.)

7 MR. STERN: You're going to get a copy of  
8 this in 30 days or so.

9 THE WITNESS: I'm familiar with it. If you  
10 want to go over it, you can, but it's not necessary,  
11 for me.

12 MR. STERN: I just want to know you are going  
13 to return it signed or not.

14 THE WITNESS: Well, I'll take a look at it,  
15 and if it looks fine, then I'll sign it and send it  
16 right back to you.

17 (End of proceedings at 2:05 p.m.)

18

19 \* \* \* \* \*

20

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1	DECLARATION OF DEPONENT			
2	PAGE	LINE	CHANGE	REASON
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19	I, DAVID STONE, deponent herein, do hereby			
20	certify and declare under penalty of perjury the			
21	within and foregoing transcription to be my deposition			
22	in said action; that I have read, corrected and do			
23	hereby affix my signature to said deposition.			
24	_____ DAVID STONE, Deponent			
25	Date: _____			



1 I, the undersigned, a Certified Shorthand  
2 Reporter of the States of Nevada and California,  
3 Registered Professional Reporter, and Certified  
4 Realtime Reporter, do hereby certify:

5 That the foregoing proceedings were taken  
6 before me at the time and place herein set forth; that  
7 any witnesses in the foregoing proceedings, prior to  
8 testifying, were duly sworn; that a record of the  
9 proceedings was made by me using machine shorthand  
10 which was thereafter transcribed under my direction;  
11 that the foregoing transcript is a true record of the  
12 testimony given.

13 Further, that before completion of the  
14 proceedings, review of the transcript was requested.

15 I further certify I am neither financially  
16 interested in the action nor a relative or employee  
17 of any attorney or party to this action.

18 IN WITNESS WHEREOF, I have this date  
19 subscribed my name.

20 Dated: 04-20-2016

21

22

23

24

25

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JANET C. TRIMMER, RPR, CRR  
NV CCR No. 864, CA CSR 4008

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CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA       )  
                                  ) :ss.  
COUNTY OF WASHOE    )

NOW COMES Beckie Richter, who after first being duly sworn deposes and says:

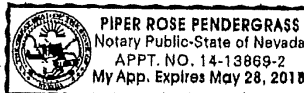
1. That the deponent is the Community Manager of the White Lake Ranch Association, Inc. ("WLRA") and in her capacity as Community Manager is a custodian of the records of WLRA.
2. That WLRA is a common-interest community in the State of Nevada.
3. That on the 17<sup>th</sup> day of the month of June of the year 2015, FirstService Residential was served at the Las Vegas office with a subpoena in connection with the above-entitled cause, calling for production of records of WLRA and that on the 18<sup>th</sup> day of the month of June of the year 2015, the affiant received an electronic copy.
4. That the deponent has examined the WLRA's records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete, save and except any communications by and between WLRA and its attorneys at Kern & Associates, Ltd.
5. That those records are kept by WLRA in the course of regularly conducted activity of WSCA.
6. That no documents exist and/or were requested for Request numbers 1e; 1f; 1g; 1h; 1i; 3; 5b; 5c; 6b; 7; 10; 12.
7. With respect to Request number 11, WLRA foreclosed on the subject property.

Executed on: 7/6/15  
(Date)

Beckie Richter  
(Signature of Custodian of Records)

SUBSCRIBED and SWORN to before me,  
this 6 day of July, 2015.

Piper Rose Pendergrass  
NOTARY PUBLIC



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement "Agreement" is entered into as of 4/10, 2014, between White Lake Ranch Association, a Nevada non-profit corporation ("Seller"), and SFR Investments Pool 1, a Limited Liability Company ("Buyer"). Buyer and Seller are collectively referred to herein as the "Parties".

### ARTICLE I

1.1 Purchase and Sale. Subject to the terms and conditions in this Agreement, on the Effective Date, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, without recourse, warranty or representation (except for those expressly stated in Article III below), all of the right, title and interest of Seller, whatever that may be, in and to the following real property (the "Properties"):

APN	Address	Sale Price
556-061-05	3969 Kettle Rock Drive	\$9,520.00
556-063-01	20942 White Rock	\$11,800.00

1.2 Purchase Price. The total purchase price for the Properties is \$21,320.00 ("Purchase Price"), and shall be delivered to Seller upon execution of this Agreement by certified funds.

### ARTICLE II

2.1 Taxes. Buyer is responsible for any and all taxes of any type relating to the Properties (including real property taxes) and this transaction (including real property transfer taxes) (collectively, "Taxes"). The term "Taxes" excludes Seller's income tax obligations relating to this transaction. The term "Taxes" includes any and all real property tax arrearages that may exist on the Properties, including any fines, levies, penalties, and interest as of the date of this Agreement and thereafter.

2.2 Property Condition. Buyer hereby acknowledges that: (i) Seller acquired the Properties by a homeowners association ("HOA") foreclosure auction; (ii) Seller has never resided in the Properties; and (iii) Seller has no knowledge of the history of the Properties prior to Seller's acquisition. Therefore, any disclosures Seller makes regarding the Properties are limited to Seller's visual inspection and Seller has no information regarding inaccessible areas or mechanical systems of the Properties. Buyer hereby acknowledges and confirms that Buyer has been provided with adequate opportunity to conduct due diligence regarding the Properties, including, but not limited to, title searches and property inspections.

2.3 Delivery of Documents. Within ten (10) days of the execution of this Agreement and Buyer's delivery of the Purchase Price as provided in Section 1.2, Seller shall deliver to Buyer or its agent the Quitclaim Deeds for the Properties executed by Seller, in recordable form

(but not yet recorded).

2.4 Buyer Responsible for Recordation. Buyer shall be responsible for recordation of the Deed of Sale with the appropriate county recorder within ten (10) days of delivery. Buyer shall be responsible for and pay the real property transfer taxes and recordation fees incurred in connection therewith.

2.5 HOA Assessments. Buyer hereby acknowledges that the Properties are subject to monthly or quarterly assessments, fees, and fines in accordance with the covenants, conditions and restrictions of one or more HOAs. Buyer shall be responsible for HOA assessments and compliance with all obligations of the Governing Documents (as defined by NRS 116.049) from and after the date of this Agreement.

### ARTICLE III

3.1 Buyer's Representations & Warranties. Buyer represents and warrants that:

- a. Buyer has the legal power, right and authority to enter into and sign this Agreement, and the individual executing this Agreement on behalf of the Buyer has the power and actual authority to do so;
- b. Buyer is a sophisticated entity with respect to the purchase of the Properties and is able to bear the economic risk associated with the purchase of the Properties;
- c. Buyer has sufficient knowledge and experiences so as to be aware of the risks and uncertainties inherent in this Agreement, and Seller has not given Buyer any investment advice, credit information or opinion on whether the purchase of the properties is prudent;
- d. Buyer has independently and without reliance upon Seller, and based on such information as Buyer has deemed appropriate, made its own analysis and decision to enter into this Agreement.
- e. Buyer acknowledges that the Properties may be subject to encumbrances that arose prior to Seller's ownership of the Properties, and Seller expressly makes no representation or warranty about the number, nature, or enforceability of any such prior encumbrances on the properties.
- f. Buyer hereby acknowledges that Seller previously entered into a Residential Lease/Rental Agreement with the current tenants and occupants of the Property identified as 20942 White Rock, a copy of which is attached as Exhibit "A". Seller assigns all rights in the Residential Lease/Rental Agreement and agrees to be bound by all of the terms of the current Residential Lease/Rental Agreement. If Buyer

requires any separate assignment, Seller shall provide the same within ten (10) days of Buyer's request.

3.2 Seller's Representations & Warranties. Seller represents and warrants that:

- a. Seller has the legal power, right and authority to enter into and sign this Agreement, and the individual executing this Agreement on behalf of the Seller has the power and actual authority to do so;
- b. Seller is the current owner of the Properties by virtue of a Quitclaim Deed following Seller's foreclosure of its Lien; and
- c. Seller has not assigned, pledged, encumbered, or transferred the Properties to any other person or entity.

ARTICLE IV

The Properties are sold "as is" and "with all faults," without any representation, warranty or recourse whatsoever as to condition, fitness for any particular purpose, merchantability, or any other matter or warranty, express or implied, relating to the Properties or any possible encumbrances on the Properties. Seller specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied (except as expressly set forth in this agreement) concerning the Properties, including but not limited to encumbrances on the Properties, due diligence, title matters, and transfer documentation. Buyer represents and warrants that it made an independent evaluation of the Properties and any files and information relating thereto and it has conducted such other investigations as it deems appropriate, including, without limitation, searches of title, court, applicable law, and other records. Buyer is entering this Agreement solely on the basis of its own investigations and its judgment as to the Properties and all other facts material to its purchase, including, but not limited to the legal matters, laws affecting and risks relating to the purchase of property subject to encumbrances, and any obligations and liabilities relating to the properties. Buyer further acknowledges that no employee or representative of Seller or any other person or entity has made any statements or representations other than those specifically contained in or acknowledged by this Agreement. Buyer hereby waives any right or cause of action it might have now or later against the Seller as a result of Seller's acquisition of the Properties. Buyer may settle any quiet title suit or counterclaim on the Properties on terms determined solely in its business judgment. Seller provides no indemnification to Buyer on any matter or claim.

ARTICLE V

5.1 Miscellaneous. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada. No provision of this Agreement may be amended except in writing executed by all parties. This Agreement shall be binding upon, and shall inure to the benefit of the undersigned parties and their respective successors. This

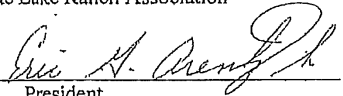
Agreement may not be transferred or assigned without the express prior written consent of Seller, and any attempted assignment without such consent shall be void. This Agreement will be construed fairly as to each party, regardless of who drafted it. If any provision hereof is held by a court of law to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining parts of this Agreement. This Agreement may be executed in one of more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement, the Quitclaim Deed, and any documents executed in the future as provided for by this Agreement constitute the entire agreement and understanding between the Parties and supersedes any and all prior agreements, understandings, statements, assurances, assumptions, premises, discussions or representations, oral or written, relating to the foregoing matters.

5.2 Notices. All notices of deliveries hereunder shall be in writing and shall be deemed given when personally delivered to the other Party, or when actually received by overnight mail or certified mail, return receipt requested, at the address of the party's registered agent, as listed with the Nevada Secretary of State.

5.3 Dispute Resolution. In the event of a failure to reasonably resolve any issues among any of the Parties (or their owners, assigns, or successors), the disputes of those parties will be heard in the Second Judicial District Court, Business Court.

**SELLER:**

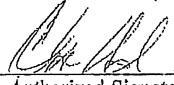
White Lake Ranch Association

By:  Date: 5/8/14  
President

Printed Name: Eric G. Arentz, Sr.

**BUYER:**

SFR Investments Pool 1, LLC

By:  Date: 4/10/14  
Authorized Signatory

Printed Name: CARR HARRIS

LAW OFFICES  
**MICHAEL H. SINGER, LTD.**  
4475 SOUTH PECOS ROAD  
LAS VEGAS, NEVADA 89121  
TELEPHONE (702) 454-2111  
FAX (702) 454-3333  
EMAIL: msinger@mhsingerlaw.com

March 18, 2016

**VIA ELECTRONIC SERVICE AND U.S. MAIL**

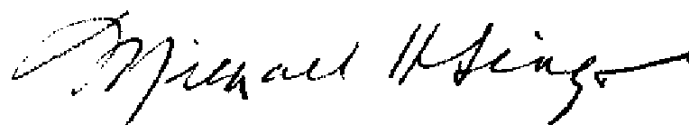
Melanie D. Morgan, Esq.  
Tenesa S. Scaturro, Esq.  
Akerman LLP  
1160 Town Center Dr., Ste. 330  
Las Vegas, NV 89144

Re: SFR Investments Pool 1, LLC v First Horizon Home Loans, et al.  
SFR Investments Pool 1, LLC v US Bank, N.A., et al.  
Deposition of Ronald Smith

Dear Counsel:

As you are aware, a Motion For Protective Order has been filed by SFR Investments Pool 1, LLC with the Discovery Commissioner. As you are also aware, Mr. Smith has filed a Joinder to said Motion. The hearing on this Motion is scheduled for April 13, 2016. The depositions of Mr. Smith have been scheduled for March 23, 2016 and April 12, 2016. As both of these dates are prior to the hearing on the Motion, this correspondence is being sent to put you on notice that Mr. Smith will not be appearing for the depositions as scheduled pending the outcome of the hearing.

Very truly yours,  
MICHAEL H. SINGER, LTD.

  
MICHAEL H. SINGER, ESQ.

MHS/dlh

cc: R. Smith (via email)



1 EIGHTH JUDICIAL DISTRICT COURT

2 CLARK COUNTY, NEVADA

3

4

5 SFR INVESTMENTS POOL 1, LLC, a )  
Nevada limited liability )  
6 company, )

7 Plaintiff, )  
)

8 vs. ) CASE NO. A-13-685826-C  
) DEPT. NO. XIX

9 FIRST HORIZON HOME LOANS, A )  
DIVISION OF FIRST TENNESSEE )  
10 BANK, N.A.; ROLEV 2, LLC; a )  
Nevada limited liability )  
11 company; MALIHEH REHZUHESH, an )  
individual; DOES I through X; )  
12 and ROE CORPORATIONS I through )  
X, inclusive, )

13 Defendants. )  
14 -----) . . .

**CONDENSED  
TRANSCRIPT**

15

16

17 DEPOSITION OF ROBERT W. DIAMOND

18 Taken on Wednesday, May 25, 2016

19 At 1:04 p.m.

20 At All-American Court Reporters

21 1160 North Town Center Drive, Suite 300

22 Las Vegas, Nevada

23

24

25 Reported by: CINDY K. JOHNSON, RPR, CCR NO. 706

1 NATIONSTAR MORTGAGE, LLC, )  
 2 )  
 3 Counter- and cross- )  
 4 claimant in Intervention.)  
 5 )  
 6 vs. )  
 7 )  
 8 SFR INVESTMENTS POOL 1, LLC; ROLEV )  
 9 2, LLC; and MALIHEH PEHZUHESH a/k/a )  
 10 MALIHEH REHZUHESH; RIO VISTA )  
 11 HOMEOWNERS ASSOCIATION; FRS )  
 12 PROPERTIES, LLC; DOE INDIVIDUALS )  
 13 I-X, inclusive, and ROE )  
 14 CORPORATIONS I-X, inclusive, )  
 15 )  
 16 Counter-defendants. )  
 17 )  
 18 )  
 19 )  
 20 )  
 21 )  
 22 )  
 23 )  
 24 )  
 25 )

///

///

1 DEPOSITION OF ROBERT W. DIAMOND, taken at  
 2 All-American Court Reporters, 1160 North Town Center  
 3 Drive, Suite 300, Las Vegas, Nevada, on Wednesday,  
 4 May 25, 2016, at 1:04 p.m., before Cindy K. Johnson,  
 5 Certified Court Reporter on behalf of All-American Court  
 6 Reporters.

## APPEARANCES:

For the Plaintiff FOR SFR INVESTMENT POOL 1, LLC:

7 KAREN L. HANKS, ESQ.  
 8 KIM GILBERT EBRON  
 9 7625 Dean Martin Drive  
 10 Suite 110  
 11 Las Vegas, Nevada 89139  
 12 (702)485-3300

For the Defendant U.S. BANK, N.A.:

13 MELANIE D. MORGAN, ESQ.  
 14 ARIEL E. STERN, ESQ.  
 15 AKERMAN LLP  
 16 1160 Town Center Drive  
 17 Suite 330  
 18 Las Vegas, Nevada 89144  
 19 (702)634-5000

Also present: KRISTEN MARTINI, ESQ.

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\* \* \* \* \*

## EXHIBITS

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\* \* \* \* \*

Whereupon --

(Mr. Stern not present.)

ROBERT W. DIAMOND,

having been first duly sworn to tell the truth, the  
 whole truth, and nothing but the truth, was examined and  
 testified as follows:

## EXAMINATION

BY MS. MORGAN:

Q. Can you please state and spell your name?

A. Robert William Diamond, like a diamond ring.

Q. What would you like to be called during this deposition?

A. Bob.

Q. Bob. All right.

Bob, my name is Melanie Morgan. I represent  
 First Horizon Home Loans and Nationstar Mortgage in  
 litigation involving an HOA foreclosure sale. And we  
 are here for your deposition that we subpoenaed.

What have you done to prepare for your  
 deposition?

(Discussion held off the record.)

THE WITNESS: I've done nothing.

BY MS. MORGAN:

Q. Okay.

A. No one told me to.

1 Q. All right. Have you ever been deposed before?

2 A. Yes.

3 Q. All right. Approximately how many times?

4 A. Once.

5 Q. Once. All right. Did it have to do with  
6 title to property or anything like that?

7 A. No.

8 Q. No. All right. So I'll go over some of the  
9 ground rules.

10 Basically, I'm here to see what you know. And  
11 to that end, you are under an obligation to tell the  
12 truth. And the same penalties of perjury apply, if you  
13 don't tell the truth, as though we were in a court of  
14 law. Do you understand that?

15 A. Yes.

16 Q. If you don't understand my question, let me  
17 know and I'll rephrase it. I'm not trying to trick you  
18 or anything. So if you need clarification, just let me  
19 know.

20 I may ask some questions that your counsel  
21 considers objectionable. If that happens, you can just  
22 stop talking. She'll put her objection on the record.  
23 And then you can go ahead and answer unless she  
24 instructs you not to for any reason.

25 We have the court reporter here, and she is

1 preparation for your deposition other than counsel?

2 A. No. I'm in a situation I may have to leave.

3 This emergency is going to happen. So I have my phone  
4 and I'm not being disrespectful, but it is either going  
5 to happen in a half hour. It could happen in an hour,  
6 maybe in an hour and a half, but it is going to happen.  
7 I just want to --

8 So I'm here. I'm here. All intentions are to  
9 go forward. I just want to put it on the table. And  
10 we'll just deal with it when that moment comes.

11 Q. Okay.

12 A. Thank you.

13 MS. MORGAN: Let's do this. Let's go off the  
14 record real quick.

15 (Discussion held off the record.)

16 MS. MORGAN: Okay. So after the short break  
17 we just took, we decided we're just going to go forward.  
18 And if we need to discuss something later, we can do  
19 that.

20 BY MS. MORGAN:

21 Q. All right. Did you speak with anyone in  
22 preparation for your deposition?

23 A. No.

24 Q. Okay. Did you review any documents?

25 A. No.

1 taking down everything we say. So for that reason, it's  
2 important that we don't speak on top of each other, that  
3 you describe things in terms of words. Like, don't tell  
4 me something was this long (demonstrating), because that  
5 doesn't come out on the record.

6 Do you understand that?

7 A. Yes. The best I can.

8 Q. Okay. All right. Also --

9 And you are doing a good job so far of saying  
10 "yes" and "no," instead of "uh-huh" or "huh-uh."

11 -- I may ask you some questions about things  
12 that happened a number of years ago. And you may not  
13 remember an exact answer. What I don't want you to do  
14 is guess at any of my questions. But I am entitled to  
15 your best estimate or your best recollection. But if  
16 it's just a pure guess, you know, I don't want you to  
17 have to guess at anything.

18 If you need to take a break at any time, let  
19 me know. And as long as there is not a question  
20 pending, we can take a break.

21 Usually, we depose the same people over and  
22 over in these cases. So I haven't had to do admonitions  
23 in a while. So I'm trying to think if there is anything  
24 I've missed. I think that's it for now.

25 All right. So did you speak with anyone in

1 Q. Did you review anything online in preparation  
2 for your deposition?

3 A. No.

4 Q. Do you have an understanding as to why you are  
5 being deposed in this case?

6 A. No.

7 Q. Do you know whether a judge has issued an  
8 order permitting your deposition in this case?

9 A. Yes. Obviously, I am aware of that.

10 Q. Okay.

11 A. Yes. Yes.

12 Q. And how did you become aware of that?

13 A. A gentleman came to my front door, and he gave  
14 me this piece of paper. So I --

15 I don't even know anything about this  
16 property, but anyways. . .

17 Q. Okay. Yeah. We'll get into all of that.

18 A. Yeah, exactly. Thank you.

19 Q. So is the piece of paper you're referring to  
20 the Amended Notice of Subpoena for Deposition of Robert  
21 W. Diamond?

22 A. That is what I have here and that is the same  
23 one.

24 MS. MORGAN: All right. We'll mark that as  
25 Exhibit A.

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1 (Exhibit A marked for identification.)  
2 MS. HANKS: For clarification, Melanie, are we  
3 consolidating the two or are we -- I know there was talk  
4 about doing that.  
5 MS. MORGAN: There was talk of that. It's my  
6 understanding that Ariel is going right after me, but  
7 he's going to come in very soon so we don't repeat.  
8 MS. HANKS: Oh, okay. I didn't know, because  
9 that --  
10 MS. MARTINI: Yeah.  
11 MS. HANKS: -- I know that she is here for the  
12 second case.  
13 MS. MARTINI: Yeah, I'm here for the second  
14 case.  
15 MS. MORGAN: Oh, okay. Well, I was never --  
16 THE WITNESS: So am I. Go figure.  
17 MS. MORGAN: Well, so I was never -- I don't  
18 think we ever agreed whether we were consolidating,  
19 but --  
20 MS. HANKS: I just wanted to --  
21 So she may --  
22 MS. MARTINI: I mean, I'm just here, if you  
23 don't mind me.  
24 MS. MORGAN: No.  
25 /////

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1 BY MS. MORGAN:  
2 Q. All right. Did you meet with any attorneys to  
3 prepare for your deposition today?  
4 A. I talked to my counsel.  
5 Q. Okay. And, obviously, I don't want to know  
6 the contents of any of those communications.  
7 So you spoke with Ms. Hanks?  
8 A. Yes.  
9 Q. All right.  
10 A. Right here.  
11 Q. Okay. Did you speak with any other attorneys  
12 about this deposition?  
13 A. No.  
14 Q. When did you find out Ms. Hanks would be  
15 representing you for this deposition?  
16 A. I'd just say three weeks ago, roughly.  
17 Q. Have you spoken with any other attorneys at  
18 Ms. Hank's firm -- Kim, Gilbert, Ebron -- other than  
19 Ms. Hanks?  
20 A. No.  
21 Q. At some point in time were you employed by SFR  
22 Investments Pool 1, LLC?  
23 A. Yes.  
24 Q. Have you ever signed any confidentiality  
25 agreement with respect to your employment at SFR

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1 Investment Pool 1, LLC?  
2 A. Can I ask a question?  
3 Q. Well, answer my first question, and then  
4 I'll -- and then -- usually not, but since you are new  
5 at this, I'll. . .  
6 A. Thank you very much.  
7 Q. Uh-huh.  
8 A. Okay. Repeat your question for me.  
9 Q. All right. Have you ever signed a  
10 confidentiality agreement pertaining to your employment  
11 at SFR Investments Pool 1, LLC?  
12 A. I don't recall. I don't know, because it has  
13 been so many years.  
14 Q. Okay.  
15 A. My turn?  
16 Q. Yeah, okay.  
17 A. Well, the reason is I'm confused. Do you have  
18 any proof that this is really me? I mean, I know my  
19 name, but this property, I -- can you show me proof that  
20 I actually was involved in this? I mean because you  
21 have to give me some proof.  
22 Q. Okay.  
23 A. So can you show me some proof of my signature,  
24 because maybe we'll save a lot of time if I'm not  
25 involved.

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1 Q. The proof that I have to put you at ease that  
2 we are permitted to depose you in this particular  
3 case is --  
4 A. Well, I wasn't challenging you. I was just  
5 challenging -- okay. Go ahead.  
6 Q. Yeah. We'll attach this as Exhibit B. This  
7 is the Discovery Commissioner's Report and  
8 Recommendation that was adopted by the district court  
9 judge. And I will represent to you that they are --  
10 they have been apprized of what property is at issue,  
11 the timing of the HOA sale in this particular case, and  
12 they have allowed us, by order, actually, to depose you.  
13 A. I'm not questioning being served and coming  
14 here and -- under deposition. My question is  
15 specifically this property.  
16 Q. No. I understand. And my --  
17 A. That's my question.  
18 Q. And here is my explanation for you.  
19 A. Okay.  
20 Q. By this court order I'm permitted to question  
21 you about your employment at SFR, and that encompasses  
22 more than just this property, so. . .  
23 A. Thank you for clarification.  
24 Q. No problem.  
25 A. All right.

<p style="text-align: right;">Page 14</p> <p>1 THE WITNESS: Do you want this back?</p> <p>2 (Discussion held off the record.)</p> <p>3 (Exhibit B marked for identification.)</p> <p>4 BY MS. MORGAN:</p> <p>5 Q. Okay. So I believe you said you don't</p> <p>6 remember whether you signed any confidentiality</p> <p>7 agreement; is that accurate?</p> <p>8 A. That's accurate.</p> <p>9 Q. Okay. Is it accurate that you won't be</p> <p>10 refusing to answer any questions based upon any</p> <p>11 confidentiality agreement you have with SFR Investments</p> <p>12 Pool 1, LLC?</p> <p>13 A. I will answer your questions to the best of my</p> <p>14 ability.</p> <p>15 Q. Thank you. There is a few SFR entities that I</p> <p>16 may be referring to during this deposition. And so that</p> <p>17 I don't have to keep saying "SFR Investments Pool 1,</p> <p>18 LLC" a hundred times, I'm just going to refer to that</p> <p>19 entity as "SFR." Is that okay with you?</p> <p>20 A. Thank you. Yes.</p> <p>21 Q. And if I refer to another one of the SFR</p> <p>22 entities, we can clarify it at that time.</p> <p>23 Are you currently employed?</p> <p>24 A. Yes.</p> <p>25 Q. Where are you employed?</p>	<p style="text-align: right;">Page 16</p> <p>1 Q. Have you ever been licensed as a real estate</p> <p>2 agent or broker in any other states?</p> <p>3 A. No.</p> <p>4 Q. Are you licensed as a broker?</p> <p>5 A. Just a real estate license. Realtor.</p> <p>6 Q. How long have you been employed at Platinum?</p> <p>7 A. Six years.</p> <p>8 Q. I'm going to ask you a few background</p> <p>9 questions. And, again, this is just part of discovery.</p> <p>10 You may not -- you may be wondering, why is she asking</p> <p>11 me these questions, but I can promise you that, if I ask</p> <p>12 anything out of line, your attorney will object. And</p> <p>13 just because I ask you a question in a deposition,</p> <p>14 doesn't mean the information will be admitted for</p> <p>15 purposes of evidence at a trial. I just want to let you</p> <p>16 know.</p> <p>17 What is the highest level of education you've</p> <p>18 received?</p> <p>19 A. A year and a half of college.</p> <p>20 Q. And where was that at?</p> <p>21 A. That would be in Santa Clara, California.</p> <p>22 (Mr. Stern entered.)</p> <p>23 BY MS. MORGAN:</p> <p>24 Q. Other than your real estate license, do you</p> <p>25 have any other professional licenses?</p>
<p style="text-align: right;">Page 15</p> <p>1 A. Platinum Real Estate.</p> <p>2 And here is all of your information for you.</p> <p>3 (Business card tendered.)</p> <p>4 BY MS. MORGAN:</p> <p>5 Q. Okay. Platinum Real Estate in Henderson?</p> <p>6 A. Correct.</p> <p>7 Q. What is your job title at Platinum Real Estate</p> <p>8 Professionals?</p> <p>9 A. I am the Realtor.</p> <p>10 Q. Are you a commercial or residential Realtor?</p> <p>11 A. I work on both.</p> <p>12 Q. If you had to split up your portfolio or your</p> <p>13 time, which would you say you spend more on?</p> <p>14 A. Both.</p> <p>15 Q. Really?</p> <p>16 A. Absolutely.</p> <p>17 Q. All right. And I assume you are a licensed</p> <p>18 real estate agent in the state of Nevada; is that</p> <p>19 accurate?</p> <p>20 A. Yes.</p> <p>21 Q. How long have you been licensed as a real</p> <p>22 estate agent in Nevada?</p> <p>23 A. Eight years.</p> <p>24 Q. So since approximately 2008?</p> <p>25 A. I would say that plus or minus a year or two.</p>	<p style="text-align: right;">Page 17</p> <p>1 A. Yes.</p> <p>2 Q. What other licenses do you have?</p> <p>3 A. Life insurance.</p> <p>4 Q. Is that license current?</p> <p>5 A. Yes.</p> <p>6 Q. Do you currently sell life insurance?</p> <p>7 A. No.</p> <p>8 Q. Do you have any other professional licenses?</p> <p>9 A. No.</p> <p>10 Q. Do you have any professional degrees? College</p> <p>11 degrees, anything like that?</p> <p>12 A. No.</p> <p>13 Q. Do you have any training in law?</p> <p>14 A. No.</p> <p>15 Q. All right. For purposes of your real estate</p> <p>16 license, do you have to attend any classes or seminars</p> <p>17 to keep that current?</p> <p>18 A. Yes.</p> <p>19 Q. How often do you have to attend those classes?</p> <p>20 A. Well, I have to have it done September 30th</p> <p>21 this year. So I will start on it pretty soon then.</p> <p>22 Q. All right.</p> <p>23 A. There you go.</p> <p>24 Q. And when you attend those classes, are</p> <p>25 there -- I'm sure at some times those classes touch on</p>

1 legal issues, or is that inaccurate?  
 2 A. No. There is law.  
 3 Q. Other than the legal issues that are discussed  
 4 in those types of training and continuing education  
 5 classes for your real estate license, have you received  
 6 any other training or education with respect to legal  
 7 matters?  
 8 A. No.  
 9 Q. All right. What about with respect to real  
 10 estate, did you receive a professional degree with  
 11 respect to real estate?  
 12 A. I -- yeah, I have a real estate license with  
 13 the State of Nevada.  
 14 Q. Okay. Any other licenses with respect to real  
 15 estate?  
 16 A. No. They only give out one.  
 17 Q. Okay. Well, I didn't know.  
 18 A. Okay.  
 19 Q. You never know until you ask.  
 20 A. I'm with you.  
 21 Q. All right. Are you married?  
 22 A. Yes.  
 23 Q. Okay. What is your wife's name?  
 24 A. E-l-i-a-n-e.  
 25 Q. All right. And do you have any grown children

1 A. Uh-huh.  
 2 Q. And how long did you work at SFR?  
 3 A. About four months. I would say five months.  
 4 It was like -- yeah. Yeah.  
 5 Q. How did you -- well, what was your job title  
 6 while you were there?  
 7 A. I didn't have one.  
 8 Q. If you had to describe what you did, how would  
 9 you describe your job duties?  
 10 A. Buyer.  
 11 Q. How did you learn about the position?  
 12 A. David Rosenberg asked me.  
 13 Q. Okay. Who is David Rosenberg?  
 14 A. He is an attorney in the state of Nevada.  
 15 Q. Did you know Mr. Rosenberg prior to the time  
 16 that he asked you about the position?  
 17 A. Yes.  
 18 Q. Okay. And what specifically -- if you recall,  
 19 what did he ask you?  
 20 A. If I would be interested in going to the  
 21 auction down on Fourth Street and buying the HOAs when  
 22 they came up. Properties.  
 23 Q. Okay.  
 24 A. Auctions.  
 25 Q. How long have you known Mr. Rosenberg?

1 in Nevada?  
 2 A. No.  
 3 Q. Okay. Do you have any grown children at all?  
 4 A. Yes.  
 5 Q. Okay. How many?  
 6 A. Two.  
 7 Q. Do either of your grown children or your wife  
 8 have -- are they employed in any area of law?  
 9 A. No.  
 10 Q. What about real estate?  
 11 A. No.  
 12 Q. Have you or your wife ever sat on an HOA  
 13 board?  
 14 A. No.  
 15 Q. What about anyone in your immediate family?  
 16 A. No.  
 17 Q. When did you become employed at SFR Pool 1,  
 18 LLC?  
 19 A. I want to say maybe 2012 or '11. I don't have  
 20 any dates.  
 21 Q. That is okay.  
 22 A. Approximately, yeah.  
 23 Q. Yeah. And this is one of those situations  
 24 where I'm not trying to make it a memory test, but just  
 25 your best estimate of when you recall. So 2011? 2012?

1 A. From today?  
 2 Q. Uh-huh.  
 3 A. Oh.  
 4 Q. Or from the time that he talked to you about  
 5 the position, whichever is easier for you to gauge.  
 6 A. I'd known him, I'd say, maybe about a year.  
 7 Somewhere in there.  
 8 MS. HANKS: I'm sorry. Did we clarify you are  
 9 asking --  
 10 MS. MORGAN: Right. I was about to clarify.  
 11 MS. HANKS: Okay. Because that's confusing.  
 12 BY MS. MORGAN:  
 13 Q. So a year prior to the time he first  
 14 approached you about the job?  
 15 A. Maybe six months. Something like that.  
 16 Q. All right. So it is accurate that you met  
 17 Mr. Rosenberg sometime around 2010?  
 18 A. Boy, that's -- that is too far.  
 19 Q. Maybe 2011?  
 20 A. I'm looking for dates, if you can help me. Is  
 21 there a date on when this property was purchased?  
 22 Q. Well, this particular property was purchased  
 23 in 2013, but --  
 24 A. Oh.  
 25 Q. -- I can tell you that other properties were

1 purchased in 2012.  
 2 A. It wasn't around in 2010.  
 3 Q. Yeah, I know.  
 4 A. Well, let's -- I learned something.  
 5 So let's pick this property. When was this  
 6 property or -- is that the same or the 2:00 o'clock  
 7 show?  
 8 Q. Yeah. Well --  
 9 MR. STERN: The 2:00 o'clock was purchased on  
 10 September 5, 2012.  
 11 THE WITNESS: Okay. There you go. It kind of  
 12 brings me back to where I'm thinking.  
 13 BY MS. MORGAN:  
 14 Q. Uh-huh.  
 15 A. Okay. Can you repeat the question now that  
 16 I'm -- thank you. For a better date.  
 17 Q. All right. I'm just trying to get an idea of  
 18 when you first met Mr. Rosenberg.  
 19 A. Probably about 2012. So I would -- yeah, I  
 20 guess maybe in there. October, November 2011.  
 21 Something like that.  
 22 Q. Okay. How did you meet him?  
 23 A. I filed bankruptcy and he was my trustee.  
 24 Q. Okay. Who was your attorney for your  
 25 bankruptcy? Do you remember?

1 A. I don't. A \$1,000 guy I picked out of Google.  
 2 I don't know.  
 3 Q. All right. Did you and Mr. Rosenberg -- was  
 4 it strictly a professional trustee, you know,  
 5 bankruptcy-debtor relationship? Or was there also a  
 6 social component to your relationship with  
 7 Mr. Rosenberg. Like, were you friends?  
 8 MS. HANKS: Objection, form.  
 9 Are you talking about before he filed the  
 10 bankruptcy?  
 11 BY MS. MORGAN:  
 12 Q. I'm talking about before you were hired on at  
 13 SFR.  
 14 MS. HANKS: Okay.  
 15 THE WITNESS: Right. Which would be five, six  
 16 months, whatever, past.  
 17 I think he's a nice person. I don't --  
 18 BY MS. MORGAN:  
 19 Q. Did you socialize outside of a work setting?  
 20 A. No.  
 21 Q. So how did he contact -- how did Mr. Rosenberg  
 22 contact you about this job with SFR?  
 23 A. He asked me one day, when I was in his office,  
 24 if I would be interested in buying at the auction on  
 25 Fourth Street HOA foreclosures.

1 Q. Were you employed at that time?  
 2 A. I'm a Realtor.  
 3 Q. Right. But were you employed anywhere at the  
 4 time that Mr. Rosenberg asked you if you were interested  
 5 at being employed at SFR?  
 6 A. I was still a Realtor, I mean. So I don't --  
 7 a Realtor is always working.  
 8 Q. Okay.  
 9 A. I am.  
 10 Q. Were you at Platinum at this time?  
 11 A. Uh-huh. Yeah. Yeah, that's it. Uh-huh.  
 12 Q. Okay. Did you stop working with Platinum when  
 13 you started working for SFR?  
 14 A. No.  
 15 Q. So you were able to do both concurrently?  
 16 A. Absolutely, yes. Yes.  
 17 Q. All right. So what else did Mr. Rosenberg  
 18 tell you about the position at SFR?  
 19 A. Would I like to buy at auction, when the HOAs  
 20 come up, and go down there and be a buyer. And he had  
 21 an investor and they would put money into the -- a bank  
 22 account, and Mr. Rosenberg said he was their attorney.  
 23 Q. Did he tell you who the investor was?  
 24 A. No.  
 25 Q. Did you ask who the investor was?

1 A. No.  
 2 Q. Okay. At any point in time, even as we sit  
 3 here today, going back to that meeting with  
 4 Mr. Rosenberg, have you ever asked Mr. Rosenberg who the  
 5 investor was?  
 6 A. No. Mr. Rosenberg told me, if I have any  
 7 legal questions, to come to him, and so he was my  
 8 contact and that was that.  
 9 Q. All right. Have you ever learned from a  
 10 source -- from any source who the investors are or who  
 11 the investor was that Mr. Rosenberg was referring to?  
 12 A. No. I have no reason to ask. It is none of  
 13 my business.  
 14 Q. Did Mr. Rosenberg tell you that he was the  
 15 attorney for SFR?  
 16 A. He says he was the attorney for the investor.  
 17 I don't know if he said "SFR." I don't know. I -- I  
 18 don't want --  
 19 Q. That is okay. And I don't want you to --  
 20 Yeah. I'm not trying to pin you in a corner  
 21 or anything.  
 22 A. Maybe he is. I don't know.  
 23 Q. I don't know either. That's why I'm asking  
 24 you. So -- okay. So you -- he said he was the attorney  
 25 for the investor.

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1 A. Yeah. I think he is the attorney for SFR,  
 2 yeah. I want to say, I mean -- seemed like it to me, if  
 3 that helps you.  
 4 Q. Okay.  
 5 A. Because I was answering to him and SFR exists.  
 6 But, you know, he is --  
 7 He is the attorney for the investor. I'm just  
 8 going to let that lay. If I want to assume something, I  
 9 don't want to say.  
 10 Q. Right. And I don't want you to speculate.  
 11 A. Right. So he was my contact. That's all I  
 12 made. And, "Legal issue? Come to me."  
 13 Here. Done. That's it. Easy enough. Thank  
 14 you for an easy job.  
 15 Q. All right. Had you ever attended an HOA  
 16 auction before? Before the time you met with  
 17 Mr. Rosenberg.  
 18 A. I have attended auctions on Fourth Street in  
 19 HOAs and real estate and commercial. It was all over  
 20 the board. So have I gone to an auction on Fourth  
 21 Street, yes.  
 22 Q. Okay.  
 23 A. Do they sale real estate and HOAs, yes. And  
 24 commercial. Okay.  
 25 Q. Okay. So you have attended auctions where HOA

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1 that?  
 2 A. Pay you \$5,000 a month. You'll get a 1099.  
 3 And I said, "Fine. I enjoy paying my taxes."  
 4 Q. All right. Did you enter into any written  
 5 agreement with SFR regarding your job?  
 6 A. No. I -- no. It's a handshake deal. That is  
 7 about it.  
 8 Q. All right. Is it your understanding that you  
 9 were employed by SFR or that you were an independent  
 10 contractor?  
 11 A. Independent contractor.  
 12 Q. And were you, in fact, paid \$5,000 a month to  
 13 attend the auctions?  
 14 A. Yes.  
 15 Q. At the time of that meeting with  
 16 Mr. Rosenberg, did you know that there was an entity  
 17 formed by the name of SFR Investment Pool 1, LLC?  
 18 A. Can you repeat the question?  
 19 Q. Uh-huh. At the time you met with  
 20 Mr. Rosenberg --  
 21 A. Uh-huh.  
 22 Q. -- it sounds like he, from what you are  
 23 telling me, just said, "Are you interested in purchasing  
 24 some properties at an auction?" Did you know at that  
 25 meeting that there was an entity called SFR Investments

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1 foreclosures have occurred?  
 2 A. Yes. There you go.  
 3 Q. Was anyone at the meeting with you and  
 4 Mr. Rosenberg where he asked you if you would be  
 5 interested in attending the auction?  
 6 MS. HANKS: Objection. Form.  
 7 BY MS. MORGAN:  
 8 Q. Anyone else besides you and Mr. Rosenberg.  
 9 A. Do I answer?  
 10 Q. You can go ahead and answer.  
 11 MS. HANKS: Oh, sorry. Yes.  
 12 We'll be clear. I'll tell you to stop  
 13 talking.  
 14 BY MS. MORGAN:  
 15 Q. Uh-huh.  
 16 A. No. No.  
 17 Q. Okay. All right. At that meeting did you  
 18 accept the job right then and there or how did it end?  
 19 MS. HANKS: Objection. Form.  
 20 You can still answer.  
 21 THE WITNESS: How much does it pay,  
 22 Mr. Rosenberg, to go down to the auction and, when they  
 23 come up, buy them?  
 24 BY MS. MORGAN:  
 25 Q. Okay. And what was Mr. Rosenberg's answer to

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1 Pool 1, LLC?  
 2 A. No.  
 3 Q. When did you find that out?  
 4 A. Maybe a couple of weeks go by or something,  
 5 then Mr. Rosenberg told me. Okay.  
 6 Q. When your were paid, were you paid with a  
 7 check?  
 8 A. Yes.  
 9 Q. And who was that check from?  
 10 A. SFR checking account.  
 11 Q. Okay. Do you recall whether it was  
 12 specifically SFR Investments Pool 1, LLC?  
 13 A. At that moment I'm going to say, yes, to my  
 14 knowledge. I'm just picturing the checks now, and I'm  
 15 going to say yes. To the best of my ability, yes.  
 16 Q. Okay. How would you receive the checks? Were  
 17 they mailed to you? Did you have to go pick them up?  
 18 A. I wrote them myself.  
 19 Q. So I'm assuming that SFR had bank accounts  
 20 here in town; is that accurate?  
 21 A. One that I'm aware of.  
 22 Q. And with what bank?  
 23 A. Wells Fargo.  
 24 Q. All right. So when it was time for you to get  
 25 paid, you would write yourself a check out of that



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1 account?  
 2 A. Yes.  
 3 Q. Do you know of any other people that had a  
 4 signing authority on that account?  
 5 A. Well, yes.  
 6 Q. Who else that you are aware of?  
 7 A. I don't know.  
 8 Q. You don't know?  
 9 A. No.  
 10 Q. All right. Well, how do you know there were  
 11 other people that had signing authority on the account?  
 12 A. Great question. I don't know. Well --  
 13 Yeah, I don't know.  
 14 Well, because Mr. Rosenberg said, "This guy is  
 15 going to call you about the banking." And this guy  
 16 calls me, and he says go down to Wells Fargo's location  
 17 and sign on his card so that I have authorization. And  
 18 the account was already there, so. . .  
 19 Q. Somebody set up the account?  
 20 A. Thank you.  
 21 Q. Okay.  
 22 A. That is kind of common sense, but there you  
 23 go.  
 24 Q. All right. So who was this other person?  
 25 A. I don't recall his name.

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1 Q. Okay. Does the name Ronald Smith ring a bell?  
 2 A. No. I mean, there is thousands of them,  
 3 but. . .  
 4 Q. Right. But in this context.  
 5 A. No, not to my relationships.  
 6 Q. Okay. What about the name David Camel?  
 7 A. No. Never heard of him.  
 8 Q. Okay. Do you recall whether this other person  
 9 was a man or a woman?  
 10 A. The man that called me?  
 11 Q. Oh, it was a man that called you?  
 12 A. Yeah. Yes, I got that.  
 13 Q. Okay. I apparently didn't, so. . .  
 14 A. It's okay.  
 15 Q. So we know it is a man and he called you on  
 16 the phone.  
 17 A. Yes.  
 18 Q. Okay. But you don't remember his name or  
 19 anything?  
 20 A. No. I mean, four years ago.  
 21 Q. I know.  
 22 A. It was a short conversation and --  
 23 Q. Do you recall whether this person was local to  
 24 Clark County?  
 25 A. I'll say yes.

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1 Q. All right. And then what was that phone call  
 2 about again?  
 3 A. Mr. Rosenberg said this gentleman's name --  
 4 that I forgot -- is going to call you and -- about the  
 5 banking. So a day or two later this gentleman calls me,  
 6 says go down to this specific branch. There is an  
 7 account there. You are going to sign on. And that is  
 8 what I did.  
 9 And order checks. And I did. And I went down  
 10 to the manager lady, whoever is there, and that was  
 11 about it. Yeah. Just order checks.  
 12 Q. When you were hired on at SFR as an  
 13 independent contractor, do you know whether there were  
 14 any other people acting as independent contractors for  
 15 SFR?  
 16 A. To my knowledge, I was the only buyer.  
 17 Q. Okay. Do you know whether there were any  
 18 other people that were independent contractors that were  
 19 anything other than a buyer for SFR?  
 20 A. To my knowledge, I was the only person.  
 21 Q. Okay. To your knowledge -- well, were there  
 22 any -- let me strike that.  
 23 Did SFR have any employees when you began your  
 24 work with them?  
 25 A. Not to my knowledge.

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1 Q. Do you know whether Mr. Rosenberg was employed  
 2 with SFR?  
 3 A. I have no idea. He told me the deals were  
 4 legal. Attorney.  
 5 He was the attorney for the investor. If I  
 6 had questions, ask him.  
 7 Q. Do you know whether Mr. Rosenberg ever  
 8 received payments out of SFR's account?  
 9 A. Oh, absolutely not, because I would have wrote  
 10 the check.  
 11 Q. Okay.  
 12 A. I had planned -- I controlled the checkbook.  
 13 Q. All right. And do you know how the money in  
 14 that account, where it came from?  
 15 A. No.  
 16 Q. Did you ever ask anyone where the money came  
 17 from?  
 18 A. No.  
 19 Q. What is the most amount of money you recall  
 20 the account having at any particular time when you were  
 21 working with SFR?  
 22 A. I would say maybe 100,000.  
 23 Q. Did you have access to -- I'm assuming you  
 24 did, but did you have access to the bank records, like  
 25 if you wanted to log in online and see the account

1 activity?  
 2 A. I had them mailed to me. I didn't go online,  
 3 I don't believe, then.  
 4 Q. Okay. That's fine.  
 5 A. Uh-huh.  
 6 Q. Was money deposited into the account in  
 7 regular increments or was it sporadic? How would that  
 8 work?  
 9 MS. HANKS: Objection. Form.  
 10 You can still answer.  
 11 THE WITNESS: I would ask whenever I needed  
 12 money. How much.  
 13 BY MS. MORGAN:  
 14 Q. Who would you ask?  
 15 A. This gentleman who called me to go down to the  
 16 bank and sign on and order checks. And he also said  
 17 that whatever you need for money to purchase, text me  
 18 and I'll wire the funds in there. And I said, "Okay."  
 19 Q. Whatever you need for funds, text me and I'll  
 20 wire the funds in there. That's what he said?  
 21 A. Pretty much, yeah, that is the whole action.  
 22 Yes.  
 23 Q. All right. Who was your cell phone carrier  
 24 during that period of time?  
 25 A. I don't recall. I --

1 with Mr. Rosenberg?  
 2 A. Whenever I wanted to.  
 3 Q. How often did you want to? Did you have  
 4 weekly lunch? I mean, give me an idea. How often would  
 5 you guys talk about business?  
 6 A. We never had lunch together.  
 7 Q. Okay. Would you get together and talk about  
 8 business? And by "business," I mean SFR.  
 9 A. If I needed legal support, I was to call him.  
 10 Q. Okay. And was there ever a time during your  
 11 employment at SFR that you needed legal support so you  
 12 did call him?  
 13 A. Yes.  
 14 Q. Do you recall the circumstances of the type of  
 15 legal support you needed?  
 16 A. I don't recall what the conversation was  
 17 about.  
 18 Q. All right. So other than Mr. Rosenberg, is  
 19 there anyone else you met with personally with respect  
 20 to your employment with SFR?  
 21 A. Yes.  
 22 Q. Okay. Who else?  
 23 A. When I decided to quit, I gave the files over  
 24 to -- the guy's name is Chris. I don't know his last  
 25 name.

1 Q. Is that something you could look back and find  
 2 out possibly?  
 3 A. I would say no.  
 4 Q. Okay. Does the name Howard Kim ring a bell?  
 5 A. Yes.  
 6 Q. And how are you familiar with that name?  
 7 A. I've seen him in the bankruptcy court. He is  
 8 a bankruptcy attorney.  
 9 Q. All right. Was Howard Kim the individual that  
 10 would call you and that you would call about the funds?  
 11 A. No. Absolutely, no.  
 12 Q. Do you know whether Howard Kim has any  
 13 involvement with SFR?  
 14 A. I do not know any.  
 15 Q. While you were working for SFR --  
 16 And I'll just use that -- I know you're an  
 17 independent contractor, but I'm just saying working for  
 18 SFR.  
 19 -- I know you met face-to-face with  
 20 Mr. Rosenberg at least once.  
 21 A. Yes.  
 22 Q. Did you meet with him at any other time other  
 23 than that one first time?  
 24 A. Yes.  
 25 Q. Okay. Approximately how often would you meet

1 Q. Does the last name Harden sound familiar?  
 2 A. I don't want to guess. Chris, I will. But  
 3 not on my oath.  
 4 Q. All right. So we know you met face-to-face  
 5 with David Rosenberg and a person named Chris.  
 6 A. Correct.  
 7 Q. Did you ever meet face-to-face with anyone  
 8 else regarding your job at SFR? And I'm not talking  
 9 about the people at the auction. I mean people  
 10 connected with SFR.  
 11 A. No.  
 12 Q. All right. And then, we know you spoke on the  
 13 phone to an unknown individual about the funds. Did you  
 14 speak with anyone else over the phone about SFR?  
 15 A. No.  
 16 Q. At the time that you were employed with SFR,  
 17 did you have an understanding as to how its -- as to  
 18 whether it had any parent entities?  
 19 A. No. I have no knowledge.  
 20 Q. Have you ever heard of an entity called SFR  
 21 Investments, LLC?  
 22 A. Well, isn't that what we're talking about?  
 23 Q. Close. We are talking about SFR Investments  
 24 Pool 1, LLC. So there is a separate entity called SFR  
 25 Investments, LLC.

1 A. Do you know which one that I bought -- because  
2 I'm getting confused and I don't want to be misled. Is  
3 this the one -- I know one of these I wasn't even  
4 involved in.  
5 I think the 2:00 o'clock one you have.  
6 MS. MARTINI: Right.  
7 THE WITNESS: What is the names? I have no  
8 documents, only what I was served here. What is the  
9 name of that company? Which SFR was that one?  
10 MR. STERN: That's Pool.  
11 THE WITNESS: The Pool 1, okay. Then, what --  
12 if that's being the first one, that's all I was involved  
13 with.  
14 BY MS. MORGAN:  
15 Q. Okay. Yeah, and that's all I'm trying -- I'm  
16 definitely not trying to trick you. And if Karen  
17 thought I was trying to mislead you in any way, she  
18 would not hesitate to put me in my place.  
19 MS. HANKS: I'm pretty feisty, but right now  
20 she is fine.  
21 MS. MORGAN: Right now.  
22 THE WITNESS: Seems like you are in a comfort  
23 zone.  
24 MS. HANKS: That's because she is not making  
25 me angry. Yet.

1 THE WITNESS: Okay.  
2 MR. STERN: That will change before we get  
3 done.  
4 THE WITNESS: Do I get more M&Ms when you get  
5 angry?  
6 MS. MORGAN: Sure.  
7 THE WITNESS: I'll get you a Snicker's bar.  
8 BY MS. MORGAN:  
9 Q. What about SFR Funding, LLC, have you ever  
10 heard of that entity?  
11 A. No. Only the first one. That's my answer.  
12 Q. Okay.  
13 A. I have no idea how many are out there.  
14 Q. Okay. All right. And just, you know, some of  
15 my questions, you know, you may say, "I just said I know  
16 the one," but just to make a clear record, I'm going to  
17 go ahead and ask.  
18 A. Okay.  
19 Q. Are you familiar with an entity called Xiemen  
20 Limited? It is X-i-e-m-a-n or e-n.  
21 A. No. Either one.  
22 Q. Okay. What about Xiemen, LP?  
23 A. Never heard of it. No.  
24 Q. Are you familiar with a man name John Gibson?  
25 A. No.

1 Q. Have you ever heard that name before in  
2 connection with what we are talking about here today?  
3 A. No.  
4 Q. Did you sign any contracts with SFR?  
5 A. What type of contracts are you referring to?  
6 Q. Well, first off, did you personally purchase  
7 any properties from SFR?  
8 A. Did I buy property from SFR?  
9 Q. Uh-huh.  
10 A. No.  
11 Q. Did Platinum purchase -- anyone at Platinum  
12 purchase any properties at SFR?  
13 A. No.  
14 Q. All right.  
15 A. I was working for SFR buying for them. That  
16 is it.  
17 Q. That is it?  
18 A. Thank you.  
19 Q. So do you recall signing any agreements or  
20 contracts with SFR?  
21 A. What type agreements or contract? Be  
22 specific.  
23 Q. Yeah. Any.  
24 A. I -- I don't -- no, I didn't have any  
25 contracts with Mr. Rosenberg. It was a handshake deal.

1 He is a man of his word and so am I.  
2 Q. Okay. Did Mr. Rosenberg tell you why he was  
3 interested specifically in purchasing at HOA  
4 foreclosures?  
5 MS. HANKS: Objection. Form.  
6 BY MS. MORGAN:  
7 Q. You can still answer.  
8 A. I don't recall. I -- I don't recall. I mean,  
9 it's -- I mean -- I mean, you are buying them based upon  
10 the law stating that you get them free and clear. I  
11 mean, did that come on the table? Yeah. Was I aware of  
12 that before Mr. Rosenberg? Absolutely. Yeah, I heard  
13 of that a lot.  
14 Q. All right. So before you even met with  
15 Mr. Rosenberg, what was your understanding of how a deed  
16 of trust would be affected after an HOA foreclosure  
17 sale?  
18 MS. HANKS: Objection. Form, calls for a  
19 legal conclusion.  
20 BY MS. MORGAN:  
21 Q. You can answer me because you told me you  
22 knew, so. . .  
23 A. Well, I don't know. I'm not a lawyer. But as  
24 general information, as a -- buying in auctions I  
25 have -- real estate, that they come out once in a while,

1 and there is a law stated somewhere, 1992, whatever --  
2 whatever it was so-called, that they have first right  
3 over a lien.

4 Q. All right. So in -- let's just say in 2009  
5 before you ever heard of SFR --

6 A. Uh-huh.

7 Q. -- is it accurate that it was your  
8 understanding that if you purchased a property at the  
9 HOA foreclosure sale, you took it free and clear of the  
10 first deed of trust?

11 A. Yes.

12 Q. Okay. And how did you -- okay. That's fine.  
13 How did you arrive at that understanding?

14 A. Some guys at the auction were talking about  
15 it.

16 Q. Okay.

17 A. I'd never done legal research personally.

18 Q. Uh-huh.

19 A. Because I thought it was too risky, but I  
20 never bought any. I didn't, you know.

21 Q. Okay. What about it was risky?

22 A. You know, maybe the banks might foreclose. I  
23 don't know, you know. But I -- when I go to auction for  
24 myself, I don't buy them. So it doesn't -- that is just  
25 how I think.

1 Q. Right.

2 A. I don't know the law. And that is all I can  
3 tell you.

4 Q. And I'm interested in learning why you think  
5 the way you think.

6 A. Okay.

7 Q. So tell me why it is too risky for you to get  
8 involved in.

9 A. What is the question?

10 Q. You testified that you didn't buy at HOA  
11 foreclosure auctions because you felt it to be too risky  
12 and that was the way you think.

13 A. Okay.

14 Q. So I'm wondering what about it made you think  
15 it was too risky.

16 A. Not knowing the law and not doing the  
17 research. So my thought is that the bank probably would  
18 foreclose. Or maybe not. I just had no interest --

19 Q. Okay.

20 A. -- into going down that road when there is  
21 other property that I liked that I could buy free and  
22 clear.

23 Q. What other properties could you buy free and  
24 clear?

25 A. Houses. Office buildings. Fourplexes. I

1 seen condominiums. Townhouses.

2 Q. Uh-huh.

3 A. Just like anywhere else in the country.

4 Foreclosures.

5 Q. Like a deed of trust foreclosure if the bank  
6 is foreclosing?

7 A. Well, yeah. That's what the auction is all  
8 about.

9 Q. Right.

10 A. Right. So all that the bank foreclosed, buy  
11 them, you know. Bring cash.

12 Q. So is it accurate that even before meeting  
13 Mr. Rosenberg it was your understanding that if you  
14 purchased a property at an HOA foreclosure sale, you  
15 would purchase it free and clear. But you had an  
16 understanding that the bank might come back someday, and  
17 that is what made it too risky?

18 A. I just didn't like it. That's my answer. I  
19 just didn't. I'd rather have a home over there I could  
20 buy free and clear, paint it and do whatever I want and  
21 sell it.

22 Q. Okay.

23 A. I'm not a lawyer. I don't understand the law  
24 in that particular facet. So I felt uncomfortable is  
25 why.

1 Q. I understand.

2 A. Thank you.

3 Q. And they -- prices for the HOA foreclosures,  
4 were they significantly less than the prices at  
5 foreclosure, like bank foreclosures?

6 MS. HANKS: What year?

7 BY MS. MORGAN:

8 Q. In 2000- -- let's talk about 2011.

9 A. Well, I was working 2012. I wasn't working --

10 Q. Okay. 2012 to --

11 A. I only worked there like four months. That is  
12 all I did that.

13 Q. Okay. So that four months you worked there --

14 A. Yeah. It was a very short window.

15 Q. -- were the prices that properties were going  
16 for at HOA sales significantly less than the prices  
17 properties were selling for at bank foreclosures?

18 A. Well, they are all different. But it's an  
19 auction. You never know what's going to happen.

20 I don't now how to answer that.

21 Q. Okay.

22 A. It depends on what you think is high. And it  
23 depends on what you think is low. It's an auction.

24 Q. Did you ever speak with Mr. Rosenberg as to  
25 the effect an HOA sale would have on a bank's deed of

<p style="text-align: right;">Page 46</p> <p>1 trust?</p> <p>2 A. I'm sorry. What is the question?</p> <p>3 Q. Did you ever speak with Mr. Rosenberg as to</p> <p>4 the effect an HOA foreclosure sale would have on a</p> <p>5 bank's deed of trust?</p> <p>6 A. No.</p> <p>7 MS. HANKS: You mean before he was hired by</p> <p>8 SFR?</p> <p>9 BY MS. MORGAN:</p> <p>10 Q. Yeah. At the initial meeting --</p> <p>11 A. No.</p> <p>12 Q. -- did you talk about it?</p> <p>13 A. No.</p> <p>14 Q. While you were employed at SFR, did you have</p> <p>15 any conversations with anyone about whether SFR was</p> <p>16 purchasing the properties subject to the bank's deed of</p> <p>17 trust?</p> <p>18 A. No.</p> <p>19 Q. What was your understanding of SFR's title to</p> <p>20 these properties when you were purchasing them at</p> <p>21 auctions?</p> <p>22 MS. HANKS: Objection. Form.</p> <p>23 BY MS. MORGAN:</p> <p>24 Q. The title SFR was receiving, what was your</p> <p>25 understanding of that title?</p>	<p style="text-align: right;">Page 48</p> <p>1 working at SFR that the properties that SFR was buying</p> <p>2 may end up in litigation?</p> <p>3 A. Did I know that? Is that your question?</p> <p>4 Q. Did you anticipate that?</p> <p>5 A. No.</p> <p>6 Q. You mentioned earlier that you were talking to</p> <p>7 guys at the auctions about, I believe you said -- and</p> <p>8 you can correct me if I'm wrong -- whether the HOA</p> <p>9 foreclosure extinguished the bank's interest. Do you</p> <p>10 recall who you spoke with?</p> <p>11 A. Absolutely not. Like 50 people there, you</p> <p>12 know.</p> <p>13 Q. Yeah. I didn't know, you know --</p> <p>14 A. It is okay.</p> <p>15 Q. -- if it's the same people that come over and</p> <p>16 over or . . .</p> <p>17 A. Some do. Maybe there are 60 people.</p> <p>18 Q. Uh-huh.</p> <p>19 A. You know, depends on how much money you got.</p> <p>20 Q. Do you recall any specific people that you</p> <p>21 spoke to about this? And by "this" --</p> <p>22 A. No.</p> <p>23 Q. -- I mean the effect of an HOA foreclosure</p> <p>24 sale.</p> <p>25 A. No, I do not know their names. I know the</p>
<p style="text-align: right;">Page 47</p> <p>1 A. Well, the -- once the attorneys, who were</p> <p>2 handling the -- the HOA, they did their foreclosure, and</p> <p>3 then you get the deed.</p> <p>4 Q. Right. And --</p> <p>5 A. That was it.</p> <p>6 Q. -- you got the foreclosure deed.</p> <p>7 A. Right.</p> <p>8 Q. And do you know whether that HOA foreclosure</p> <p>9 sale -- was it your understanding, when you were working</p> <p>10 at SFR, that the sale extinguished the bank's interest</p> <p>11 or extinguished the bank's deed of trust?</p> <p>12 A. What I thought? I -- yeah. Just -- yeah. My</p> <p>13 personal opinion?</p> <p>14 Q. Uh-huh.</p> <p>15 A. Seemed like it.</p> <p>16 Q. Okay. Well, I didn't --</p> <p>17 A. They took the money. An attorney handled it</p> <p>18 at an auction. Okay. Whatever. I really don't care.</p> <p>19 I'm just a buyer. I'm not an attorney. I'm not</p> <p>20 dissecting the law.</p> <p>21 He asked me to do something. It was easy.</p> <p>22 Q. Did you want to know the legal aspects of it</p> <p>23 or not really?</p> <p>24 A. I have no interest in HOA foreclosures.</p> <p>25 Q. Did you have an understanding when you were</p>	<p style="text-align: right;">Page 49</p> <p>1 Fourth Street auction there was about 80 people down</p> <p>2 there.</p> <p>3 Q. And at that auction are there also bank</p> <p>4 foreclosures happening?</p> <p>5 A. Yes.</p> <p>6 Q. Were all of the HOA foreclosures done in one</p> <p>7 bulk and then the bank's in another, or were they mixed</p> <p>8 up together?</p> <p>9 A. Mixed up.</p> <p>10 Q. Did you notice the same people over and over</p> <p>11 bidding at the HOA foreclosures?</p> <p>12 A. Some. I recognized some faces. Some were new</p> <p>13 faces.</p> <p>14 Q. Uh-huh.</p> <p>15 A. And I wasn't looking through the crowd. I'd</p> <p>16 just sit there -- 110 degrees on the asphalt -- and</p> <p>17 raise my hand to buy it or not.</p> <p>18 Q. All right. Do you know whether SFR planned to</p> <p>19 sell these properties or rent them?</p> <p>20 A. I have no idea.</p> <p>21 Q. Did you ever ask Mr. Rosenberg?</p> <p>22 A. I didn't really care. No, I did not. I was a</p> <p>23 buyer.</p> <p>24 Q. All right. So I'm starting to get this</p> <p>25 understanding that you simply wanted to go to the</p>

1 auction, bid on the property, pay the money, get your  
2 monthly paycheck and that is it.  
3 A. Thank you. You got it.  
4 Q. Okay.  
5 A. I don't care. It was an easy job.  
6 Q. Did you have any role in setting up the LLC,  
7 SFR Investments Pool 1, LLC?  
8 A. No.  
9 Q. Was it your job to find out -- well, let me  
10 back up. How would you -- how would you find out a  
11 particular property was for sale?  
12 A. There in the newspaper; ForeclosureRadar,  
13 computer software that I paid for; title companies sent  
14 them to me, which is all public knowledge of all  
15 foreclosures. Notices of defaults, notices of sales,  
16 title company would send them to me every day.  
17 Q. I may have asked you this earlier. How long  
18 have you been in real estate in some capacity?  
19 A. Thirty years.  
20 Q. Okay. So you have quite a bit of experience  
21 with real estate?  
22 A. I like to think I do.  
23 Q. This is going to be a hard question to answer,  
24 so I understand if you can't. But in your career --  
25 A. Don't ask it.

1 Q. Now, apart from you as an individual in your  
2 real estate career, how many real estate transactions  
3 would you say you have been involved in?  
4 A. As a licensed Realtor?  
5 Q. Yes, sir.  
6 A. Okay. Where I'm representing buyers or  
7 sellers?  
8 Q. Correct.  
9 A. I don't know. Maybe 80. Something in there.  
10 I don't know. I just closed escrow on one today. I'll  
11 tell you what I got there.  
12 Q. I would think it would be more than 80,  
13 though, in 30 years.  
14 A. Well, the question was as a licensed Realtor.  
15 Q. Okay.  
16 A. I've only had a license -- Realtor license for  
17 the last five or six years.  
18 Q. All right.  
19 A. That was the first question, I think.  
20 Q. Okay. So what was your real estate experience  
21 apart from being a licensed Realtor?  
22 A. An investor buying real estate personally.  
23 Q. All right. And when you were a real estate  
24 investor, was that in Nevada or other places too?  
25 A. Other places.

1 Q. In your career, how many properties would you  
2 estimate that you have bought and sold?  
3 A. 187.  
4 Q. Really?  
5 A. I'm under oath.  
6 Q. How do you keep track?  
7 A. I know my business.  
8 Q. Does that include the properties that you  
9 purchased on behalf of SFR?  
10 A. No. Those are -- you asking me whatever  
11 personal property Bob Diamond has bought?  
12 Q. Oh, I'm sorry. Okay. So you --  
13 A. That is the way I -- question is wrong.  
14 Q. Got it. So you personally have bought -- or  
15 purchased 187 properties?  
16 A. For myself.  
17 Q. Of those 187 properties, how many are  
18 residential?  
19 A. One.  
20 Q. So most of the properties you purchased are  
21 commercial or of vacant land or --  
22 A. Yeah. I mix them up.  
23 Q. I see. And those are investment properties,  
24 I'm assuming?  
25 A. Yes.

1 Q. Okay. Where else have you invested in real  
2 estate?  
3 A. Arizona, California and Nevada.  
4 Q. Before you were a licensed Realtor, did you  
5 have a particular real estate agent that you would use  
6 in Clark County?  
7 A. Bob Diamond.  
8 Q. Okay. But before you were licensed.  
9 A. I used myself.  
10 Q. Okay. Got it. Like a for-sale-by-owner type?  
11 A. If -- if there was something, you know, buy  
12 down at the auctions. If there was something that I did  
13 like and they had a Realtor -- have, whoever that  
14 Realtor is, go for it.  
15 Q. Okay.  
16 A. I had no favorites.  
17 Q. What percentage of your 187 properties that  
18 you personally purchased were purchased at foreclosure  
19 auctions?  
20 A. Maybe 20 percent.  
21 Q. Okay.  
22 A. And that -- no, I don't.  
23 Q. I'm not going to hold you to it. I'm just  
24 trying to get an idea.  
25 All right. So you would find out that a

1 particular property was up for auction, and would you  
2 undertake any investigation of the property before going  
3 to the auction?  
4 A. Well, who are you designing that question to?  
5 Q. SFR.  
6 A. Thank you.  
7 Okay. So now that I'm focused on what you are  
8 talking about, how did I evaluate a property to purchase  
9 for SFR?  
10 Q. Correct.  
11 A. Okay. Good. I go on the public tax records,  
12 take a look. I go onto Clark County recorder, see what  
13 is filed just looking at mechanic's liens or whatever,  
14 see what is all a part of that. Do a driveby. See if  
15 there is any conditions, if somebody is there in the  
16 house or not. If no one was there, I'd try to get in  
17 the house so I could look for what kind of damages.  
18 That is about it. That is about all you  
19 really do for a leased property.  
20 Q. All right. And would you report what you  
21 found by looking at the tax records, the recorder's  
22 records, the driveby?  
23 A. Uh-huh.  
24 Q. Would you report that to anyone?  
25 A. No. Just me.

1 bunch of liens recorded against the property?  
2 A. It did.  
3 Q. Okay. How so?  
4 A. Just gave me a history. How I felt, a gut  
5 feeling. So I'm just --  
6 It's how I do business. Just gut feeling and  
7 it felt good and it looked good.  
8 Q. All right. Because was it your understanding  
9 that the cleaner the title, meaning the less  
10 encumbrances recorded against the property, the less  
11 likely it was for someone else to come around in the  
12 future and try and claim an interest in the property?  
13 A. I don't know. I couldn't answer that question  
14 for you.  
15 Q. You don't know?  
16 A. That I don't know. I just looked. That was  
17 just standard procedure.  
18 Q. Okay. So if you were looking at two title  
19 histories and one had a deed of trust -- let's say a  
20 first and a second deed of trust recorded against it and  
21 one didn't, which would you prefer?  
22 A. I'd buy them both.  
23 Q. You wouldn't prefer one over the other?  
24 A. No.  
25 Q. Would you value them differently?

1 Q. Did anyone -- did you have to get authority  
2 from anyone before you bid on a property?  
3 A. No.  
4 Q. Okay. Tell me why you looked at the  
5 information from the county recorder?  
6 A. Because it tells you about mechanic's liens.  
7 It tells you about history. It gives me history.  
8 Q. Okay. Why did you care specifically about  
9 mechanic's liens?  
10 A. It's part of the -- it gives you history. I'm  
11 just saying there is a history of the bank. You know,  
12 who is the name. There is a history of who sold it, how  
13 much. There is a history of mechanic liens. It gives  
14 you the history of its life.  
15 Q. Right.  
16 A. I just did it because I thought it was a smart  
17 thing to do, like I've always done in other properties  
18 I've bought for myself. You just look into it.  
19 Q. All right. And do you look to see because you  
20 want to know how many other people might be out there  
21 claiming an interest in that particular property?  
22 A. No. No. Just -- just looking.  
23 Q. Uh-huh.  
24 A. That is all.  
25 Q. Did it matter to you whether there were a

1 A. No.  
2 Q. Okay. Why not?  
3 A. Didn't care.  
4 Q. What about mechanic's liens if one had -- was  
5 riddled with mechanic's liens and the other one had  
6 nothing?  
7 A. How many dollars in riddled are you looking  
8 at?  
9 Q. Let's say there is six mechanic's liens.  
10 A. And what is the total amount of money that's  
11 on those mechanic's liens, because that gives me my  
12 answer.  
13 Q. Right. Let's say it is a significant amount  
14 of money.  
15 A. How much is significant?  
16 Q. Let's say there is \$200,000 in mechanic's  
17 liens on a --  
18 A. I would research it if I really liked the  
19 property. I would look into that 200,000 to see what --  
20 what is it.  
21 Q. Okay.  
22 A. So there you go. It would make me rethink.  
23 Q. Right. But you want to know what you are  
24 buying, right?  
25 A. To the best of my ability, yes.

1 THE WITNESS: Do you have water?  
 2 MS. HANKS: Yeah.  
 3 (Discussion held off the record.)  
 4 BY MS. MORGAN:  
 5 Q. All right. So how would you decide -- well,  
 6 let me back up.  
 7 Before an auction, did you have -- for any  
 8 particular property, did you have a dollar amount in  
 9 mind that you knew you did not want to exceed at that  
 10 auction?  
 11 A. No.  
 12 Q. How did you know how much money to bring to  
 13 any particular auction?  
 14 A. Because in the printouts in the tax records,  
 15 ForeclosureRadar, various others out there, they tell  
 16 you how much money the bid is going to go for.  
 17 Q. They tell you the opening bid?  
 18 A. Yeah. Yeah.  
 19 Q. Okay. But at that time you don't know how  
 20 many bidders there are going to be at the auction,  
 21 right?  
 22 A. Well, I do know.  
 23 Q. How do you know?  
 24 A. There is always 60, 70 to 50 people. There is  
 25 always a lot.

1 Q. Right. But you didn't know how many people  
 2 were actually going to bid on the property.  
 3 A. That is correct.  
 4 Q. All right.  
 5 A. That is always -- one can ruin your day I  
 6 always say.  
 7 Q. Right.  
 8 A. One guy.  
 9 Q. So how would you decide how much money you  
 10 were going to bring to a particular auction?  
 11 A. I would evaluate, drive by, see what is in  
 12 there and if it was vacant. I would see if there is an  
 13 open window or sometimes -- you know, in some of these  
 14 vacant properties kids smash windows or whatever.  
 15 Whatever.  
 16 Q. Right. So let's say --  
 17 A. You don't know.  
 18 Q. So you say, "I'm not bidding over \$10,000 for  
 19 this property," but then someone else bids 12-, and you  
 20 really want it, and you want to go to 14-, you know,  
 21 would you bring money so that you could bid more than  
 22 what you -- what the opening bid was?  
 23 A. To buy at auctions, you have to be  
 24 disciplined.  
 25 Q. Uh-huh.

1 A. So at that moment I knew what I was going to  
 2 do and I'm disciplined.  
 3 Q. So you would not bring more money than you  
 4 were willing to spend?  
 5 A. Correct.  
 6 Q. And so you would know before the auction how  
 7 much money you were willing to spend for any particular  
 8 property?  
 9 A. That is my job.  
 10 Q. Right. And you would do that based upon your  
 11 evaluation that you described?  
 12 A. As much as -- as much evaluation I could find,  
 13 yes.  
 14 Q. All right. So you do your evaluation. You  
 15 decide how much money you are willing to pay. How do  
 16 you get the money?  
 17 A. Well, real easy. The guy that called me is  
 18 set up. You go to Wells Fargo, sign on the card, talk  
 19 to the manager. And they are all waiting for me. So I  
 20 sign and then order checks.  
 21 And then in that same first conversation, he  
 22 said, "Whatever you need, just text me." So we talked,  
 23 you know.  
 24 I said, "Okay. Fine." I says, "It's an  
 25 unknown," so --

1 Because you don't know. There may be one week  
 2 there is three HOAs and one week there may be 20 HOAs.  
 3 So you don't know.  
 4 "But I'm going to evaluate and I'll let you  
 5 know, you know, how close can I come," because --  
 6 Just because you could read there is going to  
 7 be ten HOAs on this Thursday. There may be only two out  
 8 of that, because usually a day before they'll cancel for  
 9 whatever reason, whether the attorney changed his mind,  
 10 I really don't know. But I know enough they come and  
 11 go.  
 12 So he said, "Okay." He says, "Just text me  
 13 what do you need and it's there."  
 14 And whatever I don't use, I just put it back  
 15 in the bank. I just return the cashier's check.  
 16 I go, "Here. Put it back in that account."  
 17 Q. So would a typical day where you attended an  
 18 auction, would you go to the bank first, go to the  
 19 auction and then go to the bank again if you had  
 20 something to return?  
 21 A. You have to have cash in hand at an auction.  
 22 Q. Right.  
 23 A. Exactly. You've got it.  
 24 Q. All right. Would you bring, like, checks in  
 25 incremental amounts, like, 5- or \$10,000 or how would



1 that work?  
 2 A. Yeah. You -- depends on how it is, you know.  
 3 Yeah. Yeah. I always try to bring loose cash extra. I  
 4 want to have lunch.  
 5 Q. Approximately how many auctions would you  
 6 attend a week while you were working for SFR?  
 7 A. I didn't count them.  
 8 Q. You know, just rough estimate.  
 9 A. It's kind of a -- oh, you know, I -- I'm  
 10 guessing now. Is that okay?  
 11 Q. No.  
 12 A. Well, then I won't guess.  
 13 Q. But I can get your best estimate. Yeah, if  
 14 you have a best estimate, that's fine.  
 15 A. Your question is how many auctions per week  
 16 did I go to?  
 17 Q. Right. Just on average.  
 18 A. Not high because it varies.  
 19 Q. Uh-huh.  
 20 A. Sometimes there is nothing for two weeks.  
 21 Q. I can ask it in an easier way.  
 22 A. No. That is okay. I'll just -- I'm going to  
 23 give you a number and we'll just do the best we can.  
 24 I'd say six a month.  
 25 Q. Okay. And you worked there for approximately

1 A. I would be aware of it.  
 2 Q. Right. I'm just trying to understand. Is  
 3 that how it would go sometimes, some days there would be  
 4 more than one property that --  
 5 A. Oh, absolutely. Absolutely.  
 6 Q. So you would --  
 7 A. It just mattered if I wanted it or not.  
 8 Q. Right.  
 9 A. Okay.  
 10 Q. So you would text that person at least once  
 11 every day that you went to an auction?  
 12 A. No, not necessarily.  
 13 Q. "No"?  
 14 A. Because let's say, to help you, that I was  
 15 going to spend \$60,000. Let's just say.  
 16 I'd text him the day before, you know. I'm  
 17 going after boom, boom, boom. I mean, he don't care.  
 18 I'm thinking to myself, okay, I going to go seven or  
 19 eight out of these ten I like. I need 60 grand.  
 20 Sixty grand come in. He'd text me back done.  
 21 Cool.  
 22 Then, let's say the next day and by the end of  
 23 the day at 3:30 I'm done and I only got three out of the  
 24 six. So now I take back, say, 40,000.  
 25 Q. Uh-huh.

1 four months?  
 2 A. I know December, yeah, I -- it was too much.  
 3 I gave the files -- I said, "Here." I gave them to  
 4 Chris.  
 5 So let me see. July -- let me see. Was it  
 6 July, August, September? Maybe August, September,  
 7 October, November. Something like that. August. I  
 8 would be comfortable in that range.  
 9 About four months. That is all I really -- or  
 10 five would be reaching. Somewhere in there.  
 11 Q. So somewhere between August 2012 --  
 12 A. Uh-huh.  
 13 Q. -- and December of 2012?  
 14 A. Yes.  
 15 Q. Okay. And I'm sorry, you just estimated it at  
 16 about six a week?  
 17 A. Six auctions a week?  
 18 Q. Uh-huh.  
 19 A. I'm thinking more like six to eight a month.  
 20 Q. Oh, six to eight a month?  
 21 A. Correct.  
 22 Q. Okay. And for every auction would you have to  
 23 text this individual, or would it be just -- because I'm  
 24 assuming, like, in one day there could be more than one  
 25 auction; is that accurate?

1 A. Well -- and I would text him. You know, I  
 2 just -- I know he is keeping his little count. And I  
 3 just say bought two or three, depositing 40,000. And I  
 4 just say, "This I paid 5,000, 8,000, 10,2-," whatever  
 5 the number was, just a rough accounting. And then that  
 6 would be it.  
 7 Now, I know how much money is in the bank. I  
 8 know that.  
 9 Q. Uh-huh.  
 10 A. So let's say Monday or Tuesday come, I need 20  
 11 grand. I got it. You see what I mean? I didn't try to  
 12 overload it. So I didn't have to ask. I only ask when  
 13 you need it.  
 14 Q. Right. I got it. And you don't remember that  
 15 guy's name at all?  
 16 A. Absolutely not. Who cares? I mean, I don't  
 17 care.  
 18 Q. I care.  
 19 A. I know. I know. I know. I gotcha on that  
 20 one.  
 21 Q. Well, was he programmed in your phone or was  
 22 it just a number?  
 23 A. Yeah. Oh, yeah. Yeah, of course, I had his  
 24 name and phone number. Of course, I did.  
 25 Q. Okay. I'm just -- I'm trying to understand

1 how you can text somebody so many times and not remember  
2 his name. That is what I'm trying to understand.  
3 A. Well, how many years ago was this?  
4 Q. I know.  
5 A. Five years ago easy.  
6 I mean, I don't. Maybe you have a better  
7 memory than me. Maybe you're younger.  
8 MR. STERN: Did you say "maybe"?  
9 THE WITNESS: Yeah, I did to see if you were  
10 listening.  
11 BY MS. MORGAN:  
12 Q. For the record -- I don't know.  
13 All right. I'm just trying to understand  
14 because --  
15 A. As a matter of fact --  
16 Q. -- it seems to be a mystery money man, and I'm  
17 trying to figure out who is it.  
18 A. No. No. I'll tell you what I did. I think  
19 the guy's name was like -- I don't know. Maybe Tony.  
20 Because I put, like, "Tony money." That is how I have  
21 it in my thing. Tony money, period. Boom.  
22 I look it up. Tony money. Boom.  
23 Now, it could have been "Ed money." It could  
24 have been "Frankie," "Johnny" or "Lewigee." All I'm  
25 saying is I had his first name with "money," and that is

1 company?  
2 A. No, I was never asked.  
3 Q. Okay.  
4 A. I don't know whether I wish I was asked. I  
5 don't know. Hum.  
6 Q. Before bidding on a property, would you take a  
7 look at the HOA CC&Rs?  
8 A. No. God, no. You have to buy them, \$300, and  
9 wait 10 to 12 days.  
10 Q. Well, some are recorded.  
11 A. The auction was over.  
12 Q. Yeah. They are recorded too.  
13 A. Oh, okay.  
14 Q. Did you keep any records regarding the  
15 auctions that you attended?  
16 A. Yes.  
17 Q. All right. And how did you keep those  
18 records?  
19 A. Real simple. Simple system. Just like this  
20 manila folder here. And I bought a property. I would  
21 have a tax printout. So I had a legal description and  
22 so on. And that was it. And the address and costs.  
23 There was a copy of the receipt all in one  
24 file. Done. And whatever notes I had. If someone was  
25 living there, not living there. If someone was living

1 all I needed. I was okay. I don't need the --  
2 This is easy. What is there to talk about?  
3 My thinking.  
4 Q. Uh-huh.  
5 A. It is done.  
6 Q. Was there a part of you that didn't want to  
7 get involved?  
8 A. Well, it's legal. It's all legal.  
9 Fun. It is going to auction. Fun.  
10 Q. I am just wondering, because you seem like you  
11 wanted to keep yourself very focused on what your  
12 specific job was and didn't want to deal with any of the  
13 other parts of it.  
14 A. I didn't know there were other parts. What  
15 are there?  
16 Q. Well, like, where the money comes from.  
17 A. What do I care?  
18 Q. What they plan to do with the properties.  
19 A. What did they do with the properties, you  
20 know, they are renting them out. What a shocker.  
21 Q. Uh-huh.  
22 A. I mean --  
23 Q. I'm just saying --  
24 A. That is what I'm saying. I don't -- it's --  
25 Q. Did you ever consider investing in the

1 there, their name and phone number. And that is what I  
2 did. And then stacked them up.  
3 Q. All right. And did you provide those records  
4 to anyone?  
5 A. Yes.  
6 Q. Okay. Who?  
7 A. Chris.  
8 Q. All right. Did you provide them to anyone or  
9 copies of them to anyone before you provided them to  
10 Chris?  
11 A. No. Why do I need them? No. Straight --  
12 that was it. Chris, thank you. I was done.  
13 Q. All right. Did you ever provide any monthly  
14 reports to Mr. Rosenberg?  
15 A. No.  
16 Q. Did you ever provide any -- and I don't want  
17 to just limit myself to monthly reports -- any  
18 information to Mr. Rosenberg or anyone else?  
19 A. No. Just when I had a legal question, I would  
20 go to Mr. Rosenberg. But this is easy for me. I  
21 didn't -- there was nothing to talk about.  
22 Q. Okay. Did you ever contact any of the HOA  
23 trustees directly before an HOA foreclosure sale?  
24 A. Did I contact an HOA trustee?  
25 Q. Uh-huh. Such as --

1 A. Which is an attorney. Is that what you meant?  
 2 Q. Sometimes they are attorneys. Alessi &  
 3 Koenig.  
 4 A. That is what I'm saying.  
 5 Q. Nevada Association Services.  
 6 A. N-A-R-S (sic) or something?  
 7 Q. Uh-huh.  
 8 A. Yeah. Those, to my knowledge, are trustee  
 9 attorneys.  
 10 Q. Oh, okay. We just call them HOA trustees, but  
 11 you can call them what you want.  
 12 Did you ever have any conversations with,  
 13 let's say, Nevada Association Services or Alessi &  
 14 Koenig or ACS before a foreclosure auction would take  
 15 place?  
 16 A. Well, yes. Yes. The answer is yes.  
 17 Q. Okay. Would they contact you or would you  
 18 contact them?  
 19 A. Well, it wasn't really -- I mean, they were in  
 20 there -- they had -- eventually, like, take Alessi &  
 21 Kong (sic) and NAS where they started having them in  
 22 their conference rooms --  
 23 Q. Uh-huh.  
 24 A. -- and you'd see the guy. "Hi, Tom." I mean,  
 25 I don't know how else to answer that.

1 And then you would have to go get the money  
 2 and then come back. And one of their assistants --  
 3 You are giving them money. And, you know,  
 4 "How are you doing?"  
 5 "Great."  
 6 Q. Yeah.  
 7 A. I don't know how else to. . .  
 8 Q. Are you talking about -- now, when you are  
 9 talking about a conference room, do you have a specific  
 10 place in mind, like Alessi & Koenig or Nevada  
 11 Association Services or --  
 12 A. Yes.  
 13 Q. Which one do you have in mind?  
 14 A. Both.  
 15 Q. Okay. So that would happen --  
 16 A. Three. There is three, you know, yeah.  
 17 Q. And you don't remember the other one?  
 18 A. Yeah. ACI or something.  
 19 Q. Yeah. Absolute?  
 20 A. Yeah, there you go. Absolute, yeah.  
 21 Maybe they moved. This is four years ago. I  
 22 mean, you're talking about when I was involved.  
 23 Q. Uh-huh.  
 24 A. Absolute had them in their conference room.  
 25 And Alessi had them on Fourth Street. And then, thank

1 goodness, I guess too many people complained or whatever  
 2 and they finally started doing them -- you know,  
 3 squeezing them in -- 40, 50, 60 people -- in their  
 4 conference room.  
 5 And then NAS used to have them down on Fourth  
 6 Street also. And then they would just have them outside  
 7 their front door on their little patio side there.  
 8 People would have smoke or whatever.  
 9 Q. Uh-huh. All right. And I believe you  
 10 mentioned that you would make your bid and then you  
 11 would go get the money and come back.  
 12 A. It varies where I'm at.  
 13 Q. Uh-huh.  
 14 A. Some places, yes. Some places, no. It all  
 15 varies. Fourth Street you had to have money in hand,  
 16 you know. So it all depends, you know.  
 17 Q. Okay. Do you remember any particular -- like,  
 18 ACS, NAS, Alessi & Koenig where they were more liberal  
 19 with allowing you to go get the money and then come  
 20 back?  
 21 MS. HANKS: Objection. Form.  
 22 Go ahead and answer.  
 23 THE WITNESS: It was a good form, though.  
 24 Yes. Alessi was okay with that, because there  
 25 was a Wells Fargo around the corner. So if you bought,

1 then you could run down there and come back. But he  
 2 only did that for maybe a month or so, because guess  
 3 what? Not everybody is honest. And then -- then it got  
 4 him in a pickle because he now had a real live auction  
 5 and all of those things. Then all of the sudden some  
 6 people didn't come back.  
 7 So there was that window that -- I don't  
 8 know -- people were trustworthy. And then --  
 9 BY MS. MORGAN:  
 10 Q. Yeah.  
 11 A. -- one guy -- because I remember. And it was  
 12 like, "Oh, no. No, we're not doing this."  
 13 And I was going, "Shit. I didn't know."  
 14 Well, this guy, you know, he walked and never  
 15 came back, and now he is stuck with a deal.  
 16 Q. Yeah. Was that at Alessi & Koenig?  
 17 A. Yeah, with him. Yeah.  
 18 But that is the only person that you could  
 19 actually, you know, go across the street and then come  
 20 back once you are done. So -- but, anyways.  
 21 Q. Do you recall when that happened, when the  
 22 person didn't come back, did they just re-auction the  
 23 property?  
 24 A. I don't know.  
 25 Q. You don't remember?

1 A. I see guys --  
 2 Q. Do you know Dave Alessi?  
 3 A. What does he look like? You got a picture of  
 4 him?  
 5 Q. He has kind of like gray-ish curly hair. He  
 6 looks Italian.  
 7 MR. STERN: He is on Facebook.  
 8 BY MS. MORGAN:  
 9 Q. Yeah.  
 10 A. No. I don't look at that.  
 11 Q. Okay. Well, if you knew him, you'd know him.  
 12 Probably wouldn't want to see --  
 13 A. No. There was Tom. Tom was a big guy. He  
 14 would do the auctions.  
 15 Then there was another guy, shorter guy. I  
 16 can't think of his name at the moment.  
 17 You probably do. I mean, they worked in the  
 18 same office or whatever.  
 19 Q. Okay. Do you know whether SFR marketed itself  
 20 to investors?  
 21 A. No, not to my knowledge.  
 22 Q. All right. Did you ever see any marketing  
 23 materials?  
 24 A. No, and I wasn't asked to pass any on.  
 25 Q. All right. Did you happen to keep any

1 A. No. No. I mean, maybe all of those people  
 2 came onboard after I was there. I don't know.  
 3 Q. Yeah.  
 4 A. I'm just saying it was just me. And then here  
 5 is Chris. I said "Good-bye. Here." I went on my way.  
 6 Q. All right. Did you ever see an operating  
 7 agreement for SFR?  
 8 A. What is that? Do you have one you can show  
 9 me?  
 10 Q. It is an agreement on how the LLC is going to  
 11 be managed and operated.  
 12 A. I was never a part of that.  
 13 Q. Okay.  
 14 A. I wasn't a partner or investor.  
 15 Q. Did you ever go to like an accountant's office  
 16 to pick up checks?  
 17 A. I wrote the checks.  
 18 Q. Okay. Did you ever go to an accountant's  
 19 office to drop off checks?  
 20 A. No.  
 21 Q. Do you recall ever going to an accountant's  
 22 office for any reason?  
 23 A. No.  
 24 Q. Did you ever attend any meetings of SFR's  
 25 members, like any LLC meetings?

1 electronic versions of the records that you kept?  
 2 A. No. This is it. I'm old.  
 3 Q. And they went to --  
 4 A. This is great.  
 5 Q. You said we're the same age, but . . .  
 6 A. No, I didn't say I was older.  
 7 Q. Oh, okay. I'm sorry.  
 8 A. I said I was younger.  
 9 Q. Or whatever.  
 10 A. This is my computer chip.  
 11 Q. Got it.  
 12 A. You know why? It's easy. It works. You put  
 13 them in filing racks and that was that.  
 14 Again, I was buyer. I was buying. Records  
 15 were complete. And "Here, Chris." Done.  
 16 Q. All right.  
 17 A. Thank you very much.  
 18 Q. Did SFR, while you worked there, have a  
 19 physical business location?  
 20 A. No. It had a P.O. Box. So I guess if you  
 21 want to call that a physical location.  
 22 Q. All right.  
 23 A. They set up a P.O. Box. Because I have the  
 24 bank statements that would go there.  
 25 Q. All right. Do you know who Adam Bailey is?

1 A. No.  
 2 Q. That's okay.  
 3 A. I'm a buyer. I'm just --  
 4 Q. I know. I have to ask my questions, though.  
 5 A. That is okay. The story doesn't change.  
 6 Q. All right. Have you ever attended any  
 7 seminars regarding HOA foreclosure sales specifically?  
 8 A. No.  
 9 Q. Did Mr. Rosenberg provide you with any written  
 10 materials regarding HOA foreclosures?  
 11 A. No.  
 12 Q. Have you ever spoken with any attorneys in  
 13 California about SFR?  
 14 A. About SFR?  
 15 Q. Uh-huh.  
 16 A. No. No. Why would I? No.  
 17 Q. Do you have -- based upon your experience at  
 18 SFR and your knowledge, do you have any knowledge as to  
 19 why there are so many corporate layers with SFR?  
 20 A. I didn't know there was any. You told me more  
 21 than I know.  
 22 Q. Do you know why there would be so many?  
 23 A. Again, I'm totally unaware if there is one or  
 24 there is 10,000. I don't know. I'm just a buyer.  
 25 Q. All right. Why did your employment at SFR

1 end?  
 2 A. Because it was too much for me.  
 3 Q. Okay. What do you mean by that?  
 4 A. Well, I'm still a Realtor and I'm doing a lot  
 5 of deals, and this took up a lot of time. And they  
 6 started to build and spend more time at the auctions,  
 7 and it was too much. Sick of it.  
 8 You know, I said, "Hey. I don't need the  
 9 money, you know. It was fun while it's lasted." And  
 10 told them to get -- you got to get somebody, because I'm  
 11 not doing this.  
 12 And so that is where Chris -- and they said,  
 13 "Okay." He says, "Go meet with Chris and give him all  
 14 of your files." Done. And I gave him the -- the -- I  
 15 guess the key to the mailbox and what else I handled --  
 16 well, that was about it.  
 17 Q. Okay. So you didn't have decision-making on  
 18 how many you attended. Like, you couldn't decide, "I'm  
 19 only attending four a week or four a month"?  
 20 A. I could decide whatever I want. I'm buying.  
 21 Q. Right.  
 22 A. And I did.  
 23 Q. So why didn't you just decide to keep it to  
 24 where it wasn't too much?  
 25 A. It just wasn't fun anymore. It is like

1 dating. It just wasn't fun anymore for me.  
 2 Q. Okay. So the volume of the auctions -- so did  
 3 the volumes of the auctions increase and it became too  
 4 much, or you just got sick of it?  
 5 A. Well, I don't say sick. It was fun, you know.  
 6 I did it. So what? It is who I am. It was fun. But  
 7 it was just too much time --  
 8 Q. Okay.  
 9 A. -- paperwork, going driving around. I'm doing  
 10 other real estate deals. I've got this going. You know  
 11 what? It's too much. It's okay. It was fun. It was  
 12 new.  
 13 Q. Sure.  
 14 A. Yeah. You know, I don't care why.  
 15 Q. Did the number of auctions increase from when  
 16 you began at SFR to when you stopped at SFR?  
 17 A. Well, I have no control over how many they  
 18 foreclose on.  
 19 Q. Right.  
 20 A. I don't know. It seemed like the same to me,  
 21 I would say. I mean, it was a huge -- you know, you are  
 22 back in that heyday. It's like bankruptcy. They are  
 23 rolling out hundreds of thousands and whatever -- I  
 24 mean, you know. Whatever --  
 25 Q. Well, how did you know how many you were

1 supposed to attend?  
 2 A. Whatever I wanted to attend.  
 3 Q. So if you wanted to attend one a month, you  
 4 could literally get paid \$5,000 for buying one property  
 5 a month?  
 6 A. Well, I think I would be cheating  
 7 Mr. Rosenberg and the whole thing. And, no, I'm not  
 8 that kind of guy.  
 9 Q. Right.  
 10 A. It just was getting too much. It was enough.  
 11 I'm done. And to do the right thing, you know what? I  
 12 don't want to go anymore, so hire somebody. And  
 13 eventually they did. And I said "Great." So there you  
 14 go. But, no, I'm not going to go to one for 5,000  
 15 bucks.  
 16 Q. Right.  
 17 A. Thank you.  
 18 Q. And I wouldn't suggest that you would. I'm  
 19 just trying to get an idea of the parameters and the  
 20 instructions, if any, that you were given.  
 21 A. I looked at all of them. If they were good,  
 22 I'd go. If I didn't like what the products were, I  
 23 didn't go.  
 24 Q. Did Mr. Rosenberg tell you how many he  
 25 expected you to bid on?

1 A. No. No instructions. He is a busy guy. I  
 2 don't know. Just --  
 3 Q. Sounds, though, he trusted you. Is that --  
 4 A. Yeah.  
 5 Q. Is that a yes?  
 6 A. Yeah, he trusted me obviously.  
 7 Q. Okay.  
 8 A. And I did a great job.  
 9 Q. Okay. Do you know whether he approached  
 10 anyone else to do your job?  
 11 A. I have no idea. I didn't ask.  
 12 Q. Do you know why he approached you?  
 13 A. Yes.  
 14 Q. Okay. And why is that?  
 15 A. Because I had knowledge in real estate,  
 16 knowledge in auctions. And when he was asking, I said,  
 17 "Yeah. I've see them. They come around." I don't  
 18 know.  
 19 Q. And did he know that you had that knowledge  
 20 and experience because he learned that while acting as  
 21 the bankruptcy trustee in your bankruptcy?  
 22 A. Yes, he did.  
 23 Q. And that is how he found out that you had the  
 24 experience?  
 25 A. Yes. He read the credit reports.

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1 Q. Got it. Do you know who Barbara Rosenberg is?  
 2 A. Yes.  
 3 Q. Okay. Who is that?  
 4 A. To my knowledge, that is David Rosenberg's  
 5 mother. Unless they're adopted.  
 6 I don't know his mother's name, actually.  
 7 Q. How did you come about knowing that?  
 8 A. She called me.  
 9 Q. Okay. When did she call you?  
 10 A. She called me -- let me see. I was done with  
 11 SFR, let's see, December 2012. I got a call from her  
 12 maybe 2014, a couple of years -- when I was long gone.  
 13 Q. Okay. What was she calling you about?  
 14 A. Oh. She said that -- she introduced herself.  
 15 David's mother.  
 16 Okay. Great.  
 17 And, David says you do a lot of real estate.  
 18 You get it -- and all of that -- and I'm looking to buy  
 19 some property in Las Vegas because it's less expensive  
 20 and the market is growing. And I asked David and he  
 21 says talk to me.  
 22 And I'm a Realtor. I'm like, great. I got a  
 23 client. Super duper.  
 24 Q. Did it have anything to do with HOA  
 25 foreclosure?

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1 A. No. No.  
 2 Q. No?  
 3 A. Commercial property.  
 4 Q. Okay.  
 5 A. Different, you know. They deal apartments,  
 6 anything -- to foreclosures, you know, stuff like that.  
 7 Just an investor trying to buy property, you know.  
 8 Q. Okay.  
 9 A. What I call anybody buying.  
 10 Q. And did Barbara Rosenberg become a client of  
 11 yours?  
 12 A. We are all clients.  
 13 Q. Well, did she utilize --  
 14 A. Maybe you're a --  
 15 Q. -- your services to purchase property?  
 16 A. Yes. Yes.  
 17 MS. MORGAN: All right. I think that is all I  
 18 have. I'm going to pass you off to Ariel.  
 19 MR. STERN: I don't having any.  
 20 MS. MORGAN: You don't?  
 21 MR. STERN: Not on this case.  
 22 MS. MORGAN: Oh, okay.  
 23 MS. HANKS: Okay.  
 24 MR. STERN: Not on this case.  
 25 MS. HANKS: I was trying to clarify, not in

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1 this case. Okay.  
 2 MR. STERN: Although we can do both  
 3 depositions together.  
 4 MS. HANKS: Well, we can shut this transcript  
 5 down, probably.  
 6 Well, let's go off the record for a second.  
 7 (Discussion held off the record.)  
 8 EXAMINATION  
 9 BY MR. STERN:  
 10 Q. Good afternoon, Mr. Diamond. My name is Ariel  
 11 Stern. I'm counsel for, technically, U.S. Bank on the  
 12 other case that we are discussing here today. This case  
 13 is a case involving a sale that you participated in.  
 14 I'm going to ask you a few follow-up questions  
 15 from your testimony that you gave Ms. Morgan. Then  
 16 we'll get into the -- the sale and then we'll all go  
 17 home, or at least you will.  
 18 A. Okay.  
 19 Q. So --  
 20 A. Thank you.  
 21 Q. I understand that you testified earlier that  
 22 you've given deposition testimony once. Have you ever  
 23 given trial testimony -- testimony at a trial?  
 24 A. No. It was a divorce --  
 25 Q. Okay.

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1 A. -- 10, 15 years ago.  
 2 Q. Okay. I know you are a Realtor. And I was  
 3 told in the case by another Realtor that it's "Realtor"  
 4 not "Realtor" (pronouncing).  
 5 A. I know.  
 6 Q. Can you explain what a Realtor is?  
 7 A. Well, somebody that I would say is a conduit  
 8 to help a buyer or a seller find particular real estate  
 9 property in areas.  
 10 Q. How is all of this different at all from being  
 11 a real estate agent?  
 12 A. It's the same thing. Real estate agent,  
 13 Realtor, I mean. . .  
 14 Q. What about real estate broker?  
 15 A. A real estate broker --  
 16 Q. Uh-huh.  
 17 A. -- is different. There is a broker's license.  
 18 And those are people who want to own their own business.  
 19 I have no interest.  
 20 (Ms. Morgan exited.)  
 21 BY MR. STERN:  
 22 Q. Okay. So when you said -- when you refer to  
 23 yourself as a Realtor, that is the same as being a real  
 24 estate agent, but different from being a real estate  
 25 broker?

1 A. Correct. It is two different licenses. You  
 2 got to answer like 15 more questions.  
 3 And, again, I'm not interested in having too  
 4 many headaches.  
 5 Q. A broker's license is more difficult to get  
 6 then?  
 7 A. It's ten more questions.  
 8 Q. Okay. And I missed some of this. So I  
 9 apologize that there may be a little bit of overlap.  
 10 Can you give us in reverse chronological order  
 11 your employment history starting from what you do today?  
 12 A. I'm a Realtor today.  
 13 Q. Okay. Who do you work for?  
 14 A. Here. I'll give you all of the dope. I  
 15 brought it. Oh, it's right there in front of you.  
 16 Q. Platinum?  
 17 A. Yeah.  
 18 Q. Platinum real estate professional.  
 19 What is Platinum? Is that your company?  
 20 A. No. I'm not a broker or an owner. I'm a  
 21 Realtor that works under that broker -- under that  
 22 broker ownership.  
 23 Q. Okay. And what, for those of us who don't  
 24 know how the real estate business works, what does it  
 25 mean that you work under a broker-ship?

1 A. The broker owns the office or wherever they're  
 2 at. And I am a self-employed Realtor that works on real  
 3 estate. And the company does take a percentage of the  
 4 cut. And I don't have any of the headaches of having  
 5 employees or --  
 6 Q. Okay.  
 7 A. -- a secretary answering the phone. I mean,  
 8 that is -- I don't want that position.  
 9 Q. Okay. You're working under the Platinum  
 10 brokerage in 2012?  
 11 A. I think so.  
 12 Q. Okay. Did they take a percentage of the  
 13 monthly remuneration that you were getting from SFR?  
 14 A. No. They weren't part of it.  
 15 Q. Okay.  
 16 A. Again, that was a separate situation.  
 17 Q. Okay.  
 18 A. There wasn't a real estate transaction being  
 19 done. It was a consulting --  
 20 Q. Okay.  
 21 A. -- that was done.  
 22 Q. And I'll preface this by -- I'll just ask, how  
 23 is buying a property at a foreclosure not a real estate  
 24 transaction?  
 25 A. I'm sorry. Repeat?

1 Q. How is buying property -- real property at a  
 2 foreclosure not a real estate transaction?  
 3 (Ms. Morgan entered.)  
 4 THE WITNESS: There is no commissions  
 5 involved.  
 6 BY MR. STERN:  
 7 Q. Uh-huh.  
 8 A. It is an auction and there is no commissions  
 9 involved.  
 10 Q. Okay.  
 11 A. And I was under the capacity of SFR as a  
 12 consultant.  
 13 Q. I believe earlier you said you were an  
 14 independent contractor.  
 15 A. Right. Which --  
 16 Q. Same thing?  
 17 A. Same. Thank you. Right.  
 18 Q. So --  
 19 A. There was no -- see, as a Realtor -- just to  
 20 comply with the State of Nevada laws as a Realtor, you  
 21 have all of these listing contracts, purchase contracts,  
 22 all of these things that make a part of and then you  
 23 have an escrow -- and I'm sure you bought a home to  
 24 understand the journey is different.  
 25 You go buy in their auction, you're done.

1 Q. Okay. So before you work under the Platinum  
 2 brokerage, were you a Realtor under a different broker?  
 3 A. I was self-employed --  
 4 Q. Self-employed?  
 5 A. -- as an investor.  
 6 Q. Okay. So when you were -- when did you start  
 7 with Platinum?  
 8 A. I don't know. 2012. Something like that.  
 9 Q. Okay. And before you started with --  
 10 A. It is kind of when I got my license. That is  
 11 why. I kind of got my license there.  
 12 Q. Okay. And before that --  
 13 A. I was not a Realtor.  
 14 Q. Okay. Thank you. You anticipated part of my  
 15 question.  
 16 A. I saw it in your face. Help the guy out.  
 17 Q. Okay. So what -- but I understand that you  
 18 were in real estate for 30 years.  
 19 A. Right.  
 20 Q. Which -- approximately 25 years before you got  
 21 the agent's license?  
 22 A. Correct.  
 23 Q. Okay. So what were you doing in real estate  
 24 during those 25 years that did not require an agent's  
 25 license?

1 A. I was a buyer.  
 2 Q. Okay. What kind of property did you buy?  
 3 A. Land. Commercial. Apartments. Shopping  
 4 centers.  
 5 Q. Okay.  
 6 A. Whatever I felt was a good deal.  
 7 Q. And when you said that you were a buyer --  
 8 A. Correct.  
 9 Q. -- you personally?  
 10 A. Yes. No partners.  
 11 Q. Okay. And other -- during the 25 years or so  
 12 that you were a buyer, before you became an agent, did  
 13 you do any other work other than being a real estate  
 14 buyer?  
 15 A. Yes.  
 16 Q. What did you do?  
 17 A. I was born and raised in Chicago. 20 years.  
 18 Moved to California, the Bay area. Bought my first  
 19 investment at 21 in Sacramento. Rented it out. Got a  
 20 job with the Ready Mix company. And I was selling Ready  
 21 Mix Concrete. I was the sales manager until I was 35.  
 22 And I retired doing that because I was -- had real  
 23 estate income.  
 24 So there you go. And I was a newspaper boy  
 25 too.

1 Q. Okay. So when you were at Ready Mix -- you  
 2 left there at age 35?  
 3 A. Correct.  
 4 Q. And from that point forward you were a real  
 5 estate investor?  
 6 A. Since I bought my first property at 21, I was.  
 7 Q. Okay. So from the point you were 35 onward,  
 8 you were -- did you have any sources of income other  
 9 than being a real estate investor?  
 10 A. No. No. It was just more of it at that  
 11 point. I was collecting.  
 12 Q. Okay. So during that timeframe that you  
 13 described, when you were buying personally, how  
 14 frequently, if you can estimate, did you buy at  
 15 foreclosures?  
 16 A. Through my total span of buying properties --  
 17 she asked that -- I bought about 187 properties, to be  
 18 exact, and I said that it was about 20 percent, maybe  
 19 more, maybe less. You know, that I really wasn't  
 20 keeping count of.  
 21 Q. Okay. As a buyer is it important for you to  
 22 be able to estimate the value of the property you are  
 23 buying?  
 24 A. Correct.  
 25 Q. How do you do that?

1 A. Well, comps. And you look at is there a pool.  
 2 It depends on what you're talking. I mean, I really  
 3 didn't care, commercial or residential. Let's just say  
 4 in general: conditions, age, comps, rents. Is there  
 5 growth in the neighborhood? And all kinds of things I  
 6 would look at.  
 7 Q. Anything else you can think of?  
 8 A. Well, is -- is it rented? Is there an income?  
 9 Q. Okay. What about for a residential property?  
 10 A. Same aspect.  
 11 Q. And as you were looking for properties to buy  
 12 on behalf of SFR --  
 13 A. At the auction.  
 14 Q. Okay.  
 15 -- did you make any estimate of the value of  
 16 the property you were buying?  
 17 MS. HANKS: Objection. Form.  
 18 You can still answer.  
 19 THE WITNESS: No. No.  
 20 BY MR. STERN:  
 21 Q. Okay.  
 22 A. I didn't see the need. No.  
 23 Q. Okay. How would you arrive at a price -- a  
 24 purchase price?  
 25 A. Area. Location. Is it vacant? Can I get in?

1 Is there a window open so I could visualize how much for  
 2 repairs?  
 3 Q. Uh-huh.  
 4 A. Somebody in there. Somebody willing to pay  
 5 rent. Location. Then I run the tax records. Then I  
 6 would look up ForeclosureRadar. They usually give you  
 7 comps, anyways, on the value. Then, again --  
 8 No. I didn't really see change -- much that I  
 9 changed. That's why it was pretty easy to do. I've  
 10 been doing it my whole life.  
 11 Q. Okay. So the property that we're going to  
 12 discuss today, just so that you understand what I'm  
 13 talking about, I'm going to call this either the  
 14 Sherwood property -- because that's the name of the  
 15 family that was there at the time -- or the Capanna  
 16 Rosso Place property.  
 17 A. What is name of the street?  
 18 Q. Capanna Rosso or "Rosso" (pronouncing).  
 19 A. Is there a number or do I get to see it?  
 20 Q. 1157 -- excuse me, 11577 Capanna Rosso Place.  
 21 In fact, why don't we mark this as an exhibit.  
 22 (Exhibit C marked for identification.)  
 23 THE WITNESS: So this is what I actually  
 24 was -- physically for real signed the papers and gave  
 25 the money?



1 BY MR. STERN:  
 2 Q. Yes.  
 3 A. Okay. I just -- it was the other one I wasn't  
 4 even involved in, but. . .  
 5 Q. No. This one --  
 6 A. Just curious. That's all.  
 7 Q. This one was yours. And we'll get into some  
 8 more documents to discuss that. But --  
 9 A. Okay.  
 10 Q. -- this document gives you the --  
 11 A. Okay. Got it.  
 12 Q. Actually, can you tell us what this is? Do  
 13 you know what this is?  
 14 A. Let's take a look. It's addressed as a  
 15 trustee's deed upon sale.  
 16 Q. And so what is a trustee's deed upon sale?  
 17 A. Well, it looks like the grantee is SFR  
 18 Investments, that they bought this at the foreclosure.  
 19 Q. Uh-huh.  
 20 A. And the property address, Capanna Rosso. And  
 21 they purchased it for \$6,000. So now they are the new  
 22 owners on title through the auction of Alessi & Kong.  
 23 Q. Okay. So -- and then you'll see that the  
 24 trustor, and in parentheses, the former owner that was  
 25 foreclosed on this, George and Sharon Sherwood, at --

1 Q. Okay.  
 2 A. So that is why I said, "Okay. That seemed  
 3 good."  
 4 Q. Okay. Before you would go to a sale -- so  
 5 before you went to this sale.  
 6 A. Correct.  
 7 Q. -- were you prepared to pay any amount?  
 8 A. No.  
 9 Q. Okay. So what method did you use to cap the  
 10 amount you were willing to spend on a property like  
 11 this?  
 12 A. It -- just how I felt. Like I just said  
 13 earlier, I take a look --  
 14 Q. Uh-huh.  
 15 A. -- or run records. See -- the same  
 16 scenario -- and then see how I felt.  
 17 Q. Okay. So in this case --  
 18 A. What does the property look like? How is it  
 19 facing? You know, how much damage? I mean, the list  
 20 goes on of things you have to encounter, so --  
 21 Q. Okay. So I will represent to you, I will tell  
 22 you I don't actually have the document, but for this  
 23 question --  
 24 A. Sure.  
 25 Q. -- please make this assumption.

1 A. Okay. SFR Investments Pool 1, LLC.  
 2 Okay. Well, there it is. There's the correct  
 3 name.  
 4 Q. Based on their name, I sometimes will refer to  
 5 this as the "Sherwood property."  
 6 A. Okay. I don't know the Sherwoods, but,  
 7 anyways. Yes, sir.  
 8 Q. Yeah. I don't either, but I know that's their  
 9 name and I know they lived there. So that is why I call  
 10 it the Sherwood property.  
 11 A. Ryan. Okay. Ryan did the auction.  
 12 Q. So according to this trustee's deed, SFR paid  
 13 \$6,000 for this property, correct?  
 14 A. Yes.  
 15 Q. All right. So we will later show you some  
 16 documents about your personal involvement with the sale.  
 17 But for now just assume that you were the guy who bought  
 18 this property.  
 19 A. Okay.  
 20 Q. How would you have arrived -- how would you  
 21 have decided to pay \$6,000, as opposed to a different  
 22 amount?  
 23 A. Do you know what the opening bid was?  
 24 Q. No.  
 25 A. Maybe it was 6,000.

1 A. That's okay.  
 2 Q. That the deed of trust that was recorded  
 3 against this property had the face amount of \$885,000.  
 4 A. Okay. So 6,000 is a pretty fair deal.  
 5 Q. What do you mean by "fair"?  
 6 A. I mean that's just -- I was being funny.  
 7 Q. That reminds me of -- are you a fan of Mel  
 8 Brooks' movies?  
 9 A. Oh, yeah. Love the guy.  
 10 Q. Spacesballs' Pizza the Hutt says, "Fair to  
 11 payor, but not to payee" -- or, no. The other way  
 12 around. "Fair to payee, but not to payor, but you will  
 13 pay it or else."  
 14 You meant fair to SFR, right?  
 15 A. I'm doing my job. They said, "Get the best  
 16 price. I got the best price."  
 17 Q. Okay.  
 18 A. I don't know. I don't know. Maybe the bid  
 19 was at 1.  
 20 Q. Yeah.  
 21 A. Sounds like maybe I overbid.  
 22 Q. Yeah.  
 23 A. But I can't recall the moment and the day.  
 24 But, anyways, continue.  
 25 Q. Well, let's go with the face amount of the

1 deed of trust at \$885,000. Would that tell you that  
2 this is a property that is worth several hundred  
3 thousand dollars at least?  
4 MS. HANKS: Objection. Form.  
5 THE WITNESS: I can't recall. I would have to  
6 do the file on it and see what investigation.  
7 BY MR. STERN:  
8 Q. Okay.  
9 A. Do I think it is worth more than \$6,000, I'm  
10 going to say yes.  
11 Q. So why pay \$6,000 if you think it's worth  
12 more?  
13 A. Because it was. The value of the house was  
14 worth more than 6,000.  
15 Q. And so why would you have paid less than the  
16 value of the house?  
17 A. Why would I pay less than 6,000?  
18 Q. No. Why would you pay -- maybe I  
19 misunderstood. I thought you just said that the value  
20 of the house you are conceding is more than \$6,000?  
21 A. Yeah, 6,000. I would say the house was worth  
22 more than \$6,000. That's my statement.  
23 Q. Okay. So let's make an assumption here. I'm  
24 not holding you to this, but I just want to understand  
25 your thought process when you are evaluating a property

1 A. So that's what I paid and that's what I'm  
2 stuck with.  
3 Q. Okay.  
4 A. And the market has gone down. I don't know.  
5 Maybe the house is worth \$200- -- \$2,000 today. I don't  
6 know.  
7 Q. So just so I understand what you said, are you  
8 saying that you thought at the time that the market  
9 value was \$6,000?  
10 MS. MARTINI: Objection. Form.  
11 MS. HANKS: Join.  
12 THE WITNESS: Yeah. I paid 6,000. That is  
13 the value of the house in my mind.  
14 BY MR. STERN:  
15 Q. Okay. Do you have any experience as a -- not  
16 in your individual business --  
17 A. Sure.  
18 Q. -- but in the appraisal of real estate?  
19 A. No. I don't do appraisals. I'm not licensed  
20 for appraisals.  
21 Q. Okay. Do you understand how an appraisal  
22 works, though?  
23 A. They give you a value and whatever  
24 construction. Yeah. They have all kinds of different  
25 techniques.

1 here. Let's make an assumption that your gut is telling  
2 you that this house is worth 400,000. You drove by.  
3 You looked at it. It is in a nice location. All of the  
4 other things that you've said. And in your gut you  
5 think this house is worth \$400,000. For this sale would  
6 you have been willing to pay up to \$400,000 for that  
7 property?  
8 A. Was repairs needed?  
9 Q. Whatever needed to be done just for the  
10 assumption I'm giving you, it's reflect in that.  
11 A. The house is worth 400,000?  
12 Q. Yeah.  
13 A. And you are asking me would I pay 400,000  
14 cash, assuming the house is perfect?  
15 Q. Assuming the house is perfect or you have  
16 already factored in the repairs that may be needed into  
17 that value.  
18 A. Doesn't -- I don't know. I don't know. Maybe  
19 you could rent it out. I don't know. You know what? I  
20 can't answer the question.  
21 Q. Okay.  
22 A. I mean, to me, I paid what I felt was  
23 fair-market value, \$6,000, as much as 50, 60 other  
24 people there raising their hands.  
25 Q. Yeah.

1 Q. Okay. All right. So let's focus a little bit  
2 more on this purchase price. So as I understand it,  
3 before the auction you had done some investigation into  
4 this property.  
5 A. Correct.  
6 Q. Okay. That investigation included a site  
7 visit maybe?  
8 A. Yes. Yes.  
9 Q. Was it your practice to always do a site  
10 visit?  
11 A. Yes.  
12 Q. Okay. And I know Ms. Morgan asked you about  
13 this, but I don't quite remember. So I'm going to ask  
14 it again. What other information did you investigate  
15 prior to the auction?  
16 A. Well, it's called like property radar, I'll  
17 call it. You pay for that service.  
18 Q. Uh-huh.  
19 A. And it gives you detailed information, square  
20 footage and that. But that's not always, always  
21 perfect. So I go to the tax records, Clark County  
22 recorder's office. I try to collect as much public  
23 information as I can --  
24 Q. Uh-huh.  
25 A. -- to get -- you know, if I had an interest

1 and a gut feeling to buy it.  
2 Q. Now, did your, in this case, gut instinct and  
3 interest tell you that this property was worth \$6,000?  
4 MS. HANKS: Objection. Form.  
5 BY MR. STERN:  
6 Q. Do you understand my question?  
7 A. Yes. That is why I paid 6,000. I felt it was  
8 worth 6,000. Now --  
9 Q. Yeah.  
10 A. So that's why I bid it.  
11 Q. Okay.  
12 A. Anybody else could have bid higher, if they  
13 wanted, if they felt it was worth more.  
14 Auctioned. It is just the highest bidder that  
15 bought it.  
16 Q. Now, what was your understanding as to what  
17 you were buying when you bid \$6,000 on this property?  
18 A. I was purchasing for SFR the 11577 Capanna  
19 Rosso Place, Las Vegas, Nevada 89141. That is a piece  
20 of property and land.  
21 Q. Okay. Were you buying fee simple title?  
22 A. I was buying it through the auction and they  
23 give you a trustee's deed upon sale.  
24 Q. So how was that different, if at all, from fee  
25 simple title?

1 A. This is how Clark County works through the  
2 auctions. This is what's put out. Each county, state  
3 have different rules.  
4 Q. Okay. I'm going to come back to that. I  
5 think I know what you are telling me. But just so that  
6 I have a clean record, I'm going to ask you again.  
7 A. Sure.  
8 Q. Under these rules that you've just described  
9 by -- in Clark County, were you getting a trustee's deed  
10 upon sale or were you getting fee simple title?  
11 A. Got it.  
12 Q. Were you?  
13 A. I don't know. This is what I'm given.  
14 Q. Okay. Take a look at the second paragraph.  
15 You'll see that I highlighted a little bit there to help  
16 you there.  
17 A. How does that help me? You got it.  
18 Q. It helps you a little bit by seeing where to  
19 look. "Alessi & Koenig" --  
20 A. Got it.  
21 Q. -- "herein called the trustee, as the duly" --  
22 some language says -- I'm going to read it slowly here.  
23 A. All right.  
24 Q. "As the duly appointed trustee under that  
25 certain Notice of Delinquent Assessment Lien, recorded

1 April 9, 2010, as Instrument No. 0002881, in Clark  
2 County, does hereby grant, without warranty expressed or  
3 implied: to SFR Investment Pool 1, LLC, grantee, all its  
4 right, title and interest," and then there is some more  
5 language there, and my question is about what that  
6 means, "without warranty expressed or implied."  
7 Based on your experience with -- of 30 years  
8 in real estate, what does it mean to get a deed without  
9 warranty expressed or implied?  
10 MS. HANKS: Objection. Calls for legal  
11 conclusion.  
12 THE WITNESS: Yeah. I don't know. I couldn't  
13 tell you. Again, I'm not an attorney.  
14 BY MR. STERN:  
15 Q. Okay.  
16 A. And based upon -- this is what they give you  
17 once you buy at auctions.  
18 Q. Now, I just want to make clear one thing. I  
19 did not ask and will never ask for a legal conclusion.  
20 But I am asking if, based on your experience having done  
21 real estate professionally for 30 years, what it means  
22 for a buyer to take a deed without warranty expressed or  
23 implied?  
24 MS. HANKS: Same objection.  
25 THE WITNESS: I don't know.

1 BY MR. STERN:  
2 Q. You don't know that?  
3 A. I don't know. I'm not a lawyer.  
4 Q. So that doesn't have any meaning for you in a  
5 non-legal context?  
6 A. I was just a buyer. And once I paid the  
7 auction, these are the documents that were given out by  
8 Alessi & Kong who were handling the -- that's a trustee  
9 who are attorneys.  
10 Q. Yeah.  
11 A. So once they -- you give them the money  
12 through the process through the auction, then, in turn,  
13 they would give you these documents back, and I would  
14 take them and put them in the file --  
15 Q. Uh-huh.  
16 A. -- for each property. I wasn't analyzing.  
17 Q. Okay. I know you weren't analyzing at the  
18 time, but just to finish this line of questions. As you  
19 sit here today, does the phrase "without warranty  
20 expressed or implied" have any meaning to you as a real  
21 estate professional?  
22 A. No.  
23 Q. And did it have any meaning for you at that  
24 time?  
25 A. No.

1 Q. Okay. Was it acceptable to you to receive a  
2 trustee's deed upon sale that said it was done without  
3 warranty expressed or implied?  
4 A. I'm not a lawyer.  
5 Q. Uh-huh.  
6 A. And at the auction, I'm a buyer for SFR for  
7 those three, four months, and I went through the legal  
8 process that they handle because they are lawyers --  
9 Q. Uh-huh.  
10 A. -- and the trustees are Alessi & Kong, and  
11 they handled the auctions.  
12 And I just -- yeah, they did everything right,  
13 to the best of my knowledge. That is what I'd expect  
14 them to do.  
15 Gave them the cashier's check that was  
16 required of \$6,000. They drew up all of the documents.  
17 They did all of the recording. And then they handed out  
18 the trustee's deed upon sale and a receipt, you know.  
19 So --  
20 Q. Okay.  
21 A. -- if that attorney firm -- if you're telling  
22 me they didn't do that correctly, I don't know.  
23 Q. Are you aware that some trustee companies are  
24 not attorneys?  
25 A. No, I don't.

1 Q. You don't know that?  
2 A. I'm not in that -- that business.  
3 Q. Do you know who Ryan Kerbow is?  
4 A. Yeah. He is an attorney with Alessi & Kong  
5 and -- he is one of their attorneys --  
6 Q. Okay.  
7 A. -- at that time that I was there.  
8 Q. You ever meet them?  
9 A. Yes.  
10 Q. How many times?  
11 A. Well, he done auctions. So you had to meet  
12 him.  
13 Q. He was the guy who did the auction?  
14 A. Some.  
15 Q. Uh-huh.  
16 A. Tom would come in. He is from California,  
17 so -- yeah. It's just -- an attorney had to do it.  
18 That is all I know, that -- through their office.  
19 So, yes. Yes, I've met Ryan there and did --  
20 at auctions. Tom done auctions and --  
21 Q. Okay. So -- and in connection with this sale,  
22 did you discuss anything prior to the sale with Ryan  
23 about this property?  
24 A. Repeat your question.  
25 Q. Did you have any discussion with Tom --

1 A. Tom, not Ryan?  
2 Q. Well, I'm going to ask about both. So let's  
3 start with Tom.  
4 A. Okay.  
5 Q. Did you discuss anything with Tom regarding  
6 this property prior to the sale?  
7 A. Prior to the sale, no.  
8 Q. You didn't ask him any questions about the  
9 property, about the process?  
10 A. Okay. You have got two questions there. One  
11 you say about the property.  
12 Q. Yeah.  
13 A. I don't think he drove up to the property. I  
14 mean, that's my burden to decide if I'm going to spend  
15 the money to view the property, read the records. So --  
16 so if I asked him, no. No.  
17 Q. What about the sale process, did you have any  
18 discussion with Tom about the -- Alessi & Koenig's  
19 process with respect to this property?  
20 A. None. There is nothing to talk about.  
21 Q. Okay. Same questions with Ryan -- with  
22 respect to Ryan this time. Did you discuss anything  
23 with Ryan regarding this property prior to the sale?  
24 A. No.  
25 Q. And what about any discussion with Ryan

1 regarding Alessi & Koenig's process with respect to this  
2 property prior to this sale?  
3 A. None. No. It is just a simple process. Give  
4 him money and they give you deeds. So --  
5 Q. Okay.  
6 A. -- it's cut and dry.  
7 Q. What was your understanding of why SFR wanted  
8 to buy all of these properties, properties that you  
9 bought for them?  
10 A. I don't know.  
11 Q. Never discussed that with anybody?  
12 A. No. I didn't care.  
13 Q. Okay.  
14 A. It is none of my business.  
15 Q. So sticking with this property, we get a  
16 trustee's deed -- or Alessi & Koenig issues a trustee's  
17 deed that transfers title of the property to you, SFR,  
18 correct?  
19 A. Yeah. They did the recordings.  
20 Q. Who is "they"?  
21 A. Alessi.  
22 Q. Okay.  
23 A. So they did everything. You give them the  
24 money. They record it and you come back in a couple of  
25 days. You come back and you collect your receipts. You

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1 collect your deeds. And I put them in the little  
2 folder. And done with that case and move on to the next  
3 one.  
4 Q. Okay. So after your -- after the sale is done  
5 and after the deed comes into your folder, what happens  
6 to the physical property? What does SFR do with it  
7 after that point?  
8 A. I didn't do anything. It just sat there.  
9 Q. Okay. SFR didn't refurbish it? repair it?  
10 market it?  
11 A. I'm the only guy working there.  
12 Q. Uh-huh.  
13 A. I'm a buyer. That's all I did.  
14 Q. Okay. So let me be more explicit in my  
15 question. To your knowledge, did anybody else, other  
16 than you on behalf of SFR, do anything on this property?  
17 A. While I was working there?  
18 Q. Uh-huh.  
19 A. No.  
20 Q. Okay. So you were the only employee, correct?  
21 A. I wasn't an employee.  
22 Q. Independent contractor.  
23 A. I was independent contractor, to my knowledge.  
24 I didn't ask. This is my job. You are buyer. Collect  
25 them and that is that.

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1 Q. Okay.  
2 A. So easy enough. It is all legitimate. It's  
3 all clean. Clean deed. Perfect.  
4 Q. Did you discuss with David Rosenberg -- I know  
5 you said you didn't ask, but just more generally, did  
6 you ever converse? Did you ever get any communication  
7 from David Rosenberg regarding the effect of this  
8 foreclosure, an HOA foreclosure on a mortgage that was  
9 already on the record?  
10 MS. HANKS: And I'm going to object to not  
11 answer that because it will be attorney-client privilege  
12 at that point.  
13 MR. STERN: What was the basis of the  
14 privilege?  
15 THE WITNESS: That David Rosenberg is an  
16 attorney. It's his understanding that that's what his  
17 role was with SFR. He was told he was the attorney, he  
18 should call for any legal advice.  
19 BY MR. STERN:  
20 Q. Did you discuss with anybody acting on behalf  
21 of SFR whether -- or what effect an HOA sale could have  
22 on a mortgage that was already on record?  
23 MS. HANKS: And I'll just instruct you not to  
24 answer to the extent that the only conversation you  
25 would have had would have been with David. If you

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1 talked with someone else besides David or any other  
2 person you thought was an attorney, you can answer that  
3 question.  
4 THE WITNESS: My turn?  
5 MR. STERN: Your turn.  
6 MS. HANKS: Yes.  
7 BY MR. STERN:  
8 Q. Your turn.  
9 A. My only contact was David Rosenberg if I had  
10 an issue. To answer your question, no, I didn't ask  
11 questions, because I really didn't care. I was busy.  
12 Q. Okay. And just so that we have a complete  
13 statement of the objection here, I believe I am allowed  
14 to ask you if you had a conversation with David  
15 Rosenberg about the topic. I'm not allowed to ask --  
16 well, hang on. I'm allowed to ask --  
17 A. Karen.  
18 Q. Your attorney can instruct you not to  
19 answer --  
20 A. Karen.  
21 Q. -- if I'm asking for the actual  
22 communications. But I can ask you whether you had a  
23 conversation regarding that subject matter.  
24 A. And what is the subject matter?  
25 Q. The effect of the HOA sale on the mortgage

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1 that's already on the property.  
2 MS. HANKS: And I'm going to instruct him not  
3 to answer because I disagree. I think, when you try to  
4 qualify what the conversation might have been about, you  
5 are essentially asking -- you are essentially  
6 sidestepping it and saying, did you talk about this?  
7 And when he says yes, it kind of alluded to what you  
8 think that the conversation was about.  
9 So that is where I'm objecting. And that is  
10 why I said, if he talked to anyone besides David or  
11 anyone else he thought was an attorney, he can answer  
12 that question, because you said "anybody else." But I  
13 disagree. I think, when you kind of qualify what you  
14 might have talked about or the context or kind of the  
15 subject matter, you are kind of getting to that.  
16 MR. STERN: So you are really not able, under  
17 your view, to test the privilege the way you could in a  
18 privilege log. For example, in a privilege log you  
19 can -- you're required to -- we are talking about  
20 documents, for example. Just no different than  
21 conversation, you are required to identify who was on  
22 the conversation and what the subject matter was so that  
23 we can test the privilege. It's no different here. I  
24 can ask him if he conversed with David Rosenberg about  
25 this subject. Now, I can't ask him what the discussion

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1 was, but the existence of the conversation is subject to  
2 disclosure.

3 MS. HANKS: And I guess my take on that is  
4 most of the time in a privilege log the subject is  
5 usually very generic. It is not as specific as what you  
6 are talking about, and so I think that gets a little too  
7 detailed. You are asking --

8 If you want to say, did you have any  
9 conversations about the HOA foreclosure process or  
10 anything more general, then I think I'm okay. That is  
11 what I usually see on a privilege log.

12 But you are very specific. You talk about the  
13 effect of the deed on extinguishment. You were very  
14 specific. No one puts that kind specificity in a  
15 privilege log where it talks about subject matter.

16 MR. STERN: Well, I think the subject matter  
17 has to be described with sufficient particularity so  
18 that we can test the privilege. I didn't ask him the  
19 content of the communication, but -- so I disagree. But  
20 subject to that, we're not going to resolve that today.

21 MS. HANKS: Right. So I'll just --  
22 BY MR. STERN:

23 Q. The follow-up question is a little more  
24 generic to see if I can satisfy plaintiff's objection,  
25 which is, did you not ask him the content of the

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1 Q. So for this property, you told me the property  
2 would then kind of just sit there after it was delivered  
3 to SFR.

4 A. Correct.

5 Q. Okay. Would SFR do anything to try and earn  
6 an income from that property?

7 A. I don't know. The moment -- the involvement I  
8 had, nothing was done --

9 Q. Okay.

10 A. -- to my knowledge. This was a short four  
11 months for me. I handed all of the files over to Chris,  
12 and what he did with them, I don't know. I didn't ask  
13 him. I don't care.

14 Q. Why didn't you care?

15 A. Just I don't care. Just another deal.

16 Q. Okay. Now, you told Ms. Morgan awhile ago  
17 that you believed that the HOA sale would discharge the  
18 lien of -- or a preexisting mortgage on the property.  
19 Do you remember that?

20 A. Yeah, I do.

21 Q. I didn't fully understand your explanation for  
22 why you thought that.

23 A. You know what? I don't -- I didn't read the  
24 law.

25 Q. Uh-huh.

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1 communication, but did you ever have a conversation with  
2 David Rosenberg regarding the mortgages that are on the  
3 record of the properties that you are buying?

4 A. I don't recall any type of -- I don't recall.  
5 Yeah.

6 Q. Did you have a conversation regarding the  
7 mortgages that are on the properties you were buying for  
8 SFR with anybody else?

9 A. No.

10 Q. You didn't have that with "Tony Moneybags" or  
11 whatever it is that you called him, "Tony Money"?

12 A. No. He was just the money guy.

13 Q. Okay. While you were there, who managed SFR?  
14 Who was the boss?

15 A. I don't know. I don't think I needed a boss.  
16 I'm just a buyer.

17 Q. Okay. I wasn't asking if you needed a boss  
18 or -- who was it?

19 A. I don't know. I was -- I'm the buyer. Dave  
20 is the attorney. And he said, "If you got any  
21 questions, here. Here is this other guy." Whatever his  
22 name is "Philippe," whatever, the money guy, and that  
23 was it.

24 Q. Okay. What is --

25 A. Very easy.

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1 A. But I heard, talking to people down at the  
2 auction -- a couple of people over the years prior to  
3 even SFR, because these HOAs would still come up --  
4 Q. Uh-huh.

5 A. -- you know. And like, wow, you know, I heard  
6 you buy them. It wipes out the loan -- or it doesn't  
7 wipe it out. It supersedes -- it's a higher -- it's a  
8 first position.

9 Okay. Go try and buy it and see what happens.

10 I don't know. I never bought it. And I  
11 haven't -- you know, so I don't know what else to tell  
12 you.

13 Q. I know.

14 A. I really didn't care.

15 Q. What did the people at SFR think about that?

16 A. You mean Mr. Rosenberg?

17 Q. Anybody at SFR.

18 A. Well, Mr. Rosenberg is the only person I know  
19 there.

20 Q. So what did he think about that?

21 MS. HANKS: Objection. Don't answer.

22 THE WITNESS: Think about what?

23 MS. HANKS: That would be attorney-client  
24 communication.

25 /////

1 BY MR. STERN:  
 2 Q. I'm not asking for you to reveal any  
 3 communication you had with him.  
 4 A. Okay. So what is the question?  
 5 Q. Do you know what Mr. Rosenberg thought about  
 6 the super-priority component, the effect on the bank's  
 7 lien?  
 8 A. No, I don't.  
 9 Q. So as I understand it -- you were talking a  
 10 little fast there -- some people at these auctions would  
 11 say there is a priority. Other people would say maybe  
 12 not?  
 13 A. I don't know. I didn't quiz them. I just  
 14 general --  
 15 Q. Did you use the phrase, "Go buy it and see  
 16 what happens"? I'm trying to figure out what you meant  
 17 by that.  
 18 A. This is before SFR.  
 19 Q. Okay.  
 20 A. HOAs has been going on for 20 years.  
 21 Q. Uh-huh.  
 22 A. So I don't remember exact comments.  
 23 Q. Uh-huh.  
 24 A. I'm generalizing my comment. That's all.  
 25 Years before I ever met Mr. Rosenberg they

1 A. Alessi. They did auctions. I bought at  
 2 auctions before. You walk out. You get a trustee deed  
 3 upon sale. Okay.  
 4 Q. Okay.  
 5 A. So -- so -- okay.  
 6 Q. Was it your --  
 7 A. I'm fine with it.  
 8 Q. Was it your intent -- I'm just trying to  
 9 understand what you mean by that. Are you saying that  
 10 if Alessi & Koenig did it right, your understanding at  
 11 that time was that it would deliver titles free of the  
 12 mortgage?  
 13 A. No. I wasn't thinking about that at all.  
 14 Q. Okay.  
 15 A. I'm just doing a job.  
 16 Q. Yeah.  
 17 A. Will I go out and buy these HOAs, sure. I'm  
 18 done. I gave the money to the attorney who is a trustee  
 19 handling it. I'm assuming it was all done correctly.  
 20 Q. Uh-huh.  
 21 A. I don't know all of the facts. I'm not  
 22 analyzing it. And they gave me a receipt. They give me  
 23 a deed of sale. I put it in the file.  
 24 Done. Just that.  
 25 Q. Okay. So is it fair to say that, if you

1 have been around.  
 2 Q. Okay. Prior to the time that you met  
 3 Mr. Rosenberg, did you know what effect an HOA sale had  
 4 on a preexisting mortgage based on personal experience?  
 5 A. No, I don't know. I don't. No clue.  
 6 Q. Okay. When you bought the property pursuant  
 7 to -- as reflected by the trustee's deed, was it your  
 8 belief then that you bought the property free and clear  
 9 of any mortgage that may have been on record?  
 10 A. I don't know. That's not my thought. I just  
 11 was -- thought at \$6,000, that's what I'll buy. I'm  
 12 just a buyer. I'm not an attorney. I'm not analyzing.  
 13 Like I said, seemed like it okay.  
 14 Q. Okay. So -- so --  
 15 A. Fair price.  
 16 Q. So you didn't know whether you were buying the  
 17 property free of the lien or not -- of the mortgage or  
 18 not?  
 19 A. Correct.  
 20 Q. Okay. And despite not knowing the effect of  
 21 the sale on the mortgage, you were okay buying the  
 22 property?  
 23 A. Well, again, this seems to be legally done by  
 24 attorneys.  
 25 Q. Uh-huh.

1 didn't know the effect of the sale on the bank's  
 2 mortgage, that that effect was not calculated or was not  
 3 factored into the \$6,000 you paid?  
 4 MS. HANKS: Objection. Form.  
 5 BY MR. STERN:  
 6 Q. Do you understand the question?  
 7 A. Do I think the 6,000 is what -- it went to the  
 8 HOA?  
 9 Q. Yeah. My question is -- well, maybe I'll  
 10 rephrase it a little bit.  
 11 The \$6,000 that was paid --  
 12 A. Right.  
 13 Q. -- did the -- let me phrase it this way. Did  
 14 the issue of whether that trustee's deed delivered title  
 15 clear of the prior recorded mortgage, that that issue  
 16 had influence at all, the \$6,000 that was paid, as  
 17 opposed to another amount?  
 18 MS. MARTINI: Objection. Form.  
 19 MS. HANKS: Objection. Form.  
 20 BY MR. STERN:  
 21 Q. You can answer.  
 22 A. I still don't understand the question. You  
 23 know, that's -- the HOA had that number that needed to  
 24 be paid. And they auctioned off -- to my understanding,  
 25 they did it under their legal rights to do it. That is

1 all. So I said, "Okay. I think it is worth \$6,000."  
 2 Q. Okay.  
 3 A. That is it.  
 4 Q. When you said -- when you said, "I think it is  
 5 worth \$6,000" --  
 6 A. Right. That is what I paid. That's why I say  
 7 that, because it's in writing.  
 8 Q. Okay. I understand that.  
 9 When you made that decision, when you decided  
 10 \$6,000 is what this is worth, was one of the factors  
 11 that you considered whether or not -- this is the one  
 12 issue that you considered -- whether or not you were  
 13 buying a property free of the mortgage that was on  
 14 record? Did that cross your mind?  
 15 A. No.  
 16 Q. Was that part of what you calculated?  
 17 A. That's not in my thoughts.  
 18 Q. Okay. You mentioned the HOA's rights here.  
 19 You told Ms. Morgan you didn't review CC&Rs before the  
 20 sale.  
 21 A. Correct.  
 22 MR. STERN: Okay.  
 23 (Exhibit D marked for identification.)  
 24 MS. MARTINI: Is this D?  
 25 MR. STERN: Yes, this is Exhibit D.

1 Q. Okay. I'm sorry. Say that again?  
 2 A. You have to pay for them.  
 3 Q. Right. Right. Right. Right.  
 4 A. It's about \$200 and takes ten days. And by  
 5 that time, the auction is gone or maybe they are not  
 6 even going to auction it off.  
 7 Q. Right.  
 8 A. But anyways.  
 9 Q. I understand you had a reason --  
 10 A. Right.  
 11 Q. -- but whatever that reason might be, this is  
 12 not something you checked?  
 13 A. Correct.  
 14 Q. All right. So I'm going to give you a  
 15 hypothetical question.  
 16 Assume for this question that you had, in  
 17 fact, checked it and seen this provision in the CC&Rs.  
 18 Would you still have purchased this property for SFR?  
 19 A. I don't know.  
 20 Q. Was it possible that you would?  
 21 A. I don't know is my answer.  
 22 Q. Is this something that you discussed with  
 23 anybody at SFR?  
 24 A. About what?  
 25 Q. Whether you would purchase a property with

1 BY MR. STERN:  
 2 Q. I'll tell you, this is one page of the  
 3 association's CC&Rs.  
 4 A. Okay.  
 5 Q. Just to save trees, we decided to do it this  
 6 way, rather than to give you a 174 pages of it.  
 7 A. Okay.  
 8 Q. So I would like to turn your attention to  
 9 paragraph 9.8.  
 10 A. Okay.  
 11 Q. It says "Mortgagee Protection." And it reads  
 12 in pertinent part -- I'm just going to read the first  
 13 sentence -- "Notwithstanding all other provisions  
 14 hereof, no lien created under this Article 9, nor the  
 15 enforcement of any provision of this declaration shall  
 16 defeat or render invalid the rights of the beneficiary  
 17 under any recorded first deed of trust encumbering a  
 18 unit made in good faith and for value," and then there  
 19 is a lot more language that I'm not going to read.  
 20 So since you didn't review CC&Rs beforehand, I  
 21 understand that this is not something you would have  
 22 checked before buying this property.  
 23 A. Correct.  
 24 Q. All right.  
 25 A. You have to buy them.

1 this type of provision in the declaration of the CC&Rs.  
 2 MS. HANKS: I'll just instruct you not to  
 3 answer to the extent you discussed anything with David  
 4 Rosenberg. Anybody that is not an attorney, you can  
 5 answer.  
 6 BY MR. STERN:  
 7 Q. Same response on the objection. I can ask you  
 8 if you discussed it without actually asking what the  
 9 discussion was.  
 10 A. Okay. I discussed this with nobody, because I  
 11 was unaware of it.  
 12 Q. Okay.  
 13 A. So if that helps you.  
 14 Q. Okay. And you can't tell us today whether you  
 15 would have bought the property had you been aware of it?  
 16 A. Correct.  
 17 Q. Okay. Were you aware that -- were you aware,  
 18 sir, that -- and this is in 2012 when you were with SFR  
 19 as an independent contractor -- that the mortgage holder  
 20 may try and pay the HOA's lien prior to the sale? Were  
 21 you aware that that was a possibility?  
 22 A. The mortgage -- the bank?  
 23 Q. Uh-huh. Right.  
 24 A. I don't know. That doesn't look like they  
 25 did. I mean, I don't know if they do or not. I don't



1 know.  
 2 Q. Okay.  
 3 A. I'm not into HOA stuff. I'm just a buyer. I  
 4 don't --  
 5 Q. Was --  
 6 A. I don't know the legal stuff.  
 7 Q. Okay. I'm not asking here about the legal  
 8 effect, but I'm just asking --  
 9 A. I have no clue. I have no idea what banks do  
 10 or they don't do.  
 11 Q. Okay.  
 12 A. I don't know.  
 13 Q. Okay. Okay. I'm going to ask another  
 14 question to make an assumption.  
 15 If you had known that the mortgage holder on  
 16 this property had tried to pay the super-priority  
 17 component prior to the sale, would that have influenced  
 18 your decision on whether or not to buy at this  
 19 foreclosure?  
 20 A. I don't understand the question, because, if  
 21 they are going to pay the HOA, they would have given the  
 22 money to Alessi and done that; and if they had done  
 23 that, then Alessi then would not have put it out to  
 24 auction to 50 other people or 60, so. . .  
 25 Q. While I think that is a very commonsensical

1 There's a legal attorney. Great.  
 2 Q. All right. So --  
 3 A. Then they should have done it. But if they  
 4 didn't do it, I don't know the consequences. It's not  
 5 my job.  
 6 Q. Okay. And I understand that. I'm going to  
 7 give you some assumptions for this question.  
 8 A. Okay.  
 9 Q. As we say in law school, don't argue against  
 10 the assumption.  
 11 So for this assumption, the assumption is that  
 12 the mortgage holder delivered or otherwise in some other  
 13 manner attempted to pay not the holding, but just the  
 14 super-priority component of the lien prior to the sale  
 15 and that you knew that beforehand. Okay.  
 16 So do you understand my assumption?  
 17 A. It's huge, but go for it.  
 18 Q. It could be the size of the Earth. I don't  
 19 care.  
 20 A. Yeah, it is. That's why it's totally  
 21 assumption.  
 22 Q. Okay. But assuming that assumption, would  
 23 that have influenced your decision to buy this property?  
 24 MS. MARTINI: Objection. Form.  
 25 MS. HANKS: Same.

1 statement you've just made --  
 2 A. Well, it's all I know.  
 3 Q. -- it's actually not accurate.  
 4 A. There you go.  
 5 Q. That's why we're here.  
 6 A. That's why I'm a buyer. I'm not a lawyer.  
 7 Q. And that's why Ms. Hanks and I have 250  
 8 litigations.  
 9 A. Okay. I -- you know, how do you know?  
 10 Q. So let me give you a little more --  
 11 MS. HANKS: Right. I kind of disagree to  
 12 that's why we have that litigation, but --  
 13 MR. STERN: What's that?  
 14 MS. HANKS: I said I kind of disagree that's  
 15 why we have the litigation.  
 16 THE WITNESS: But's -- it's okay.  
 17 MS. HANKS: I think he is saying that, if they  
 18 paid the lien, there would be no --  
 19 THE WITNESS: Yeah.  
 20 MS. HANKS: -- foreclosures.  
 21 BY MR. STERN:  
 22 Q. Oh, yes. Yes.  
 23 A. If there is truth to what you are saying. And  
 24 I'm not saying that you're not telling the truth. But  
 25 is there truth?

1 THE WITNESS: Same.  
 2 BY MR. STERN:  
 3 Q. All right. So what's my answer?  
 4 A. What is the answer? Well, so now you want to  
 5 start "let's just do hypothetical questions", make it  
 6 up? I have -- how could I answer that? How do I know  
 7 if the bank really did? You just said you are just  
 8 going to make up a story.  
 9 Q. Uh-huh.  
 10 A. That is what I hear. How would I have  
 11 knowledge that the bank is going --  
 12 You're saying the bank contacted Bob Diamond,  
 13 said, "Listen, we are going to give up some money. So  
 14 now that you have knowledge, Bob, would you do the  
 15 deal?" I have no knowledge.  
 16 Q. All right. So let's say that the bank --  
 17 A. How are you supposed to answer hypothetical  
 18 wishes. It make no sense to me.  
 19 Q. Okay. Well, I'm trying --  
 20 A. So I don't know how to answer that.  
 21 Q. Well, let me see if I can help you a little  
 22 bit. What I'm trying to understand is what your  
 23 purchase philosophy was.  
 24 A. I've told you five times and I'll tell you  
 25 again.

1 Q. Well, let me finish the question. So maybe  
2 you don't have to tell me a sixth time. Maybe you'll  
3 tell me something new.

4 What I'm trying to understand is, what SFR's  
5 preference, what SFR's policy was if it had knowledge  
6 that the bank had tried to pay its component of the lien  
7 prior to the sale.

8 Now, maybe there was none. Maybe there was no  
9 policy. You can just tell me that. But my question is  
10 trying to get to that. I'm trying to understand what  
11 your policy, what your preference, what your procedure,  
12 whatever you want to call it was for buying a property  
13 if you knew that the bank had made an attempt to satisfy  
14 its component of the lien. That's what I'm getting at.

15 Do you understand that?

16 MS. MARTINI: Objection. Form.

17 MS. HANKS: Yeah. I'm just going to raise the  
18 objection that he is not here as a 30(b)(6) witness for  
19 SFR Investments Pool 1, LLC.

20 MR. STERN: Yeah. That doesn't matter. He  
21 was the buyer. He bought these properties. Either he  
22 had a policy or he didn't.

23 MS. HANKS: Let me put my objection on. Your  
24 question was convoluted because you went from one -- you  
25 first started with SFR's policy and then you switched to

1 BY MR. STERN:

2 Q. Okay. So let's get back to the question here.  
3 Acknowledging the question -- I'm going to break it up  
4 into two parts.

5 What was Dob Diamond -- not SFR. What would  
6 Bob Diamond have done prior to the sale if you had known  
7 that the bank, the holder of the mortgage, had tried to  
8 pay its portion of the lien prior to the sale?

9 A. I don't know what I would do because it's a  
10 hypothetical question.

11 Q. Okay.

12 A. And that's a -- I would have no knowledge.

13 Q. Okay.

14 A. That's okay. I answered your question, sir.

15 Q. Okay. So what is the same -- same question,  
16 but not Bob Diamond. Now I'm asking what -- when Bob  
17 Diamond was buying properties for SFR, what would SFR  
18 want done if SFR had known that --

19 A. Who is SFR?

20 Q. You don't know who SFR is?

21 A. Well, if I'm the buyer, I'm the buyer. That  
22 is it. David Rosenberg is the legal attorney. So you  
23 are talking about David Rosenberg, the attorney, what he  
24 would do, because I've already answered your question.  
25 Q. Okay.

1 what Bob Diamond's policy or practice was. So I am only  
2 interjecting my objection to the extent that this is not  
3 the 30(b)(6) for SFR Pool 1. So he's not here to talk  
4 about maybe practices and policies of SFR Pool 1.

5 But if you are asking him about his personal  
6 kind of criteria and what he did before going to a sale,  
7 which I think you already asked, I'm okay with that, but  
8 your question was compound.

9 So that's why.

10 MR. STERN: Okay. Well, I'm happy --  
11 There was another objection.

12 MS. MARTINI: It was the same.

13 MR. STERN: I'm happy to break it up, but I do  
14 think that he, as the agent for SFR, can speak for SFR  
15 even if he is not a 30(b)(6) witness.

16 MS. HANKS: And I object to that.

17 MR. STERN: Yeah.

18 MS. HANKS: That's what I'm saying. I just  
19 want to make sure it's clear on the record that I'm not  
20 consenting or, you know, doing an admission that he is  
21 binding the SFR Pool 1, LLC --

22 MR. STERN: Okay.

23 MS. HANKS: -- with this testimony. You  
24 wanted to call him as a percipient witness, and that is  
25 what he's here for.

1 A. And what Bob Diamond the buyer is, I mean that  
2 is it, and then you got the guy over here that wired the  
3 money.

4 Q. I don't understand what you are saying. Are  
5 you saying that you bought this property personally?

6 A. No. I didn't say that at all.

7 Q. So what are you saying?

8 A. Because you're --

9 Q. You just said, "I'm the buyer. Who is SFR?"  
10 That doesn't make any sense. Are you buying this for  
11 yourself?

12 A. No, not at all.

13 Q. Are you on that deed?

14 A. No, of course not.

15 Q. So what are you talking about? We are talking  
16 about SFR.

17 MS. HANKS: I'm just going to object. He is  
18 not here as a 30(b)(6) witness for SFR Pool 1, LLC. You  
19 have already deposed SFR Pool 1. He is here as a  
20 percipient witness on behalf of attending the sale.  
21 That is all. So he can answer to the best of his  
22 recollection. I'm just going to lodge the objection.

23 BY MR. STERN:

24 Q. Mr. Diamond, I'm really not trying to be  
25 difficult.

1 A. I understand.  
 2 Q. I apologize if I'm coming across that way.  
 3 But maybe I can ask it this way.  
 4 Did anybody at SFR, whether it was  
 5 Mr. Rosenberg wearing his attorney hat, Mr. Rosenberg  
 6 wearing a businessman's hat, whether it was Tony Money  
 7 or anybody else, anybody else from SFR communicate to  
 8 you any preference as to whether you should buy a  
 9 property if they knew or if you knew that the bank had  
 10 tried to pay the lien before the sale --  
 11 MS. HANKS: And I'll object.  
 12 BY MR. STERN:  
 13 Q. -- its component of the lien before the sale?  
 14 MS. HANKS: And I'll instruct you not to  
 15 answer to the extent you had any conversations with  
 16 David Rosenberg. You can only answer to the extent you  
 17 had conversations with non-attorneys. It's privileged.  
 18 THE WITNESS: So that guy, no.  
 19 BY MR. STERN:  
 20 Q. I'm sorry?  
 21 A. Well, the other guy that wired the money.  
 22 Q. Uh-huh.  
 23 A. Because now we are narrowed down to him. No.  
 24 Q. He never expressed any --  
 25 A. No.

1 Q. All right.  
 2 A. In this hypothetical question.  
 3 Q. Yeah. Well, do you think it's impossible to  
 4 answer a hypothetical question? You don't think that  
 5 can be done?  
 6 A. Is that a question?  
 7 Q. Yeah.  
 8 A. I guess you could.  
 9 Q. I mean, let's say I were to ask you this.  
 10 Let's say -- let's assume that we could see your car in  
 11 the parking lot and somebody was trying to break into  
 12 it. What would you do? Or would you tell me, "No, I  
 13 can't answer that question. It is hypothetical"?  
 14 MS. MARTINI: Objection.  
 15 MS. HANKS: Yeah. I think you are getting  
 16 argumentative, Ariel.  
 17 BY MR. STERN:  
 18 Q. Do you understand the point I'm trying to  
 19 make?  
 20 MS. HANKS: I think he is saying he can't  
 21 answer the hypothetical you're giving because it's never  
 22 happened to him. He has never had that experience. So  
 23 it is too hard for him to answer with that particular  
 24 hypothetical.  
 25 MR. STERN: I don't -- I think -- well, he

1 didn't say that.  
 2 MS. HANKS: I think that's what he's trying to  
 3 say.  
 4 MR. STERN: Then he can say that.  
 5 THE WITNESS: That's what I'm trying to say.  
 6 It's -- it's -- you are out there.  
 7 BY MR. STERN:  
 8 Q. Okay.  
 9 A. Anyways, I've answered it and the answer is  
 10 no.  
 11 Q. Okay.  
 12 A. Thank you.  
 13 Q. Let's look at another exhibit here. I going  
 14 to provide these all concurrently. So these will be --  
 15 You know what we can do? We can just do one  
 16 exhibit. That way you can save stickies.  
 17 THE WITNESS: Can I take a bathroom break?  
 18 MR. STERN: Yeah.  
 19 (A brief recess ensued.)  
 20 (Ms. Morgan not present.)  
 21 (Exhibit E marked for identification.)  
 22 BY MR. STERN:  
 23 Q. You have in front of you what we've marked as  
 24 Exhibit E. Take a look at Exhibit E. We are done with  
 25 these. So you can give that back to the court reporter.

1 A. D? This is D?  
 2 Q. E.  
 3 A. Oh. You want E now.  
 4 Q. Yeah. Yeah, you know, you can set the others  
 5 aside.  
 6 A. Here I'll give you all of these. I don't want  
 7 them.  
 8 We are on E now? Is that where we are at?  
 9 Q. We are on E.  
 10 A. Okay. So --  
 11 MS. MARTINI: Can you read the Bates number  
 12 for E, please?  
 13 MR. STERN: It's SFR46, -47 and -49.  
 14 BY MR. STERN:  
 15 Q. Okay. Do you know what these documents are?  
 16 A. It says Notice of Delinquent Assessment on the  
 17 Lien. It looks like a Southern Highlands Community  
 18 Association file, though, and they hired an HOA -- which  
 19 is Alessi.  
 20 Okay. That says. It says there on the top.  
 21 Then it says the Notice of Default and Election to Sell,  
 22 Homeowners. All right. And it says it is a notice of a  
 23 trustee's sale produced by their attorney, Alessi.  
 24 (Ms. Morgan entered.)  
 25 /////

1 BY MR. STERN:  
2 Q. Okay. Are these documents that you would have  
3 reviewed prior to buying the property at issue in the  
4 case?  
5 A. Nope.  
6 Q. Why wouldn't you have reviewed these  
7 documents? Why wasn't that part of that process?  
8 A. Because I don't know how to get them. These  
9 are in Alessi's office. He is the attorney.  
10 Q. Okay. So you would -- so, for example, a  
11 notice of sale tells you where the -- when and where the  
12 sale is taking place.  
13 You would get that information from a  
14 different source?  
15 A. That would be correct.  
16 Q. And remind me a second on what that source  
17 was?  
18 A. Newspapers. Title. ForeclosureRadar.  
19 Various types of public records. And they just tell you  
20 the date and a time and whatever APN number.  
21 MR. STERN: Okay. F.  
22 (Exhibit F marked for identification.)  
23 BY MR. STERN:  
24 Q. Okay. So now this is Exhibit F, which is an  
25 e-mail from Branko. Do you know how to pronounce his

1 Q. Okay. Did you actually have to have that at  
2 the auction?  
3 A. Correct.  
4 Q. And what was the reason for that? Why did you  
5 need to do that?  
6 A. All auctions are like that.  
7 Q. Okay. All right. So let's take a look at  
8 this e-mail. There is a subject line that says sale of  
9 9-5-2012 and then there is a stamp that says "PAID  
10 September 19, 2012."  
11 A. Uh-huh.  
12 Q. And then it lists a number of properties.  
13 A. Uh-huh.  
14 Q. Can you explain to us what this e-mail is  
15 communicating and why these dates are listed as they  
16 are?  
17 A. Sure. No. It's real easy. You give them  
18 money.  
19 Q. Uh-huh.  
20 A. So, obviously, September 6th is saying -- that  
21 was the auction. Okay?  
22 Q. Uh-huh.  
23 A. You with me?  
24 Q. Yep.  
25 A. He does all of the recordings.

1 name?  
2 A. Branko, I guess.  
3 Q. His last name. Jefik? Something tells me  
4 that's not how it's pronounced.  
5 A. Your guess is as good as mine.  
6 Q. So do you know who he is?  
7 A. Yes.  
8 Q. Okay.  
9 A. I do. With a name like that, there is only  
10 one guy I know.  
11 Q. Okay. So who is he?  
12 A. He was the guy that worked for Alessi. And  
13 when I would bring back the money after the -- for the  
14 auction -- again, I don't know if it was prior, back or  
15 forth, but it doesn't matter. He is the guy you would  
16 give the money to. And then he would give you -- which  
17 I would call this to be a receipt.  
18 Q. Okay.  
19 A. So there you go.  
20 Q. Okay. Now, you told us a minute -- at this  
21 point, not an minute ago, probably an hour and a half  
22 ago, when you were still talking to Ms. Morgan that -- I  
23 want to make sure -- that you had to have cash on hand  
24 at the auction. Do you remember that?  
25 A. Cashier's checks.

1 Q. Uh-huh.  
2 A. Not the same day.  
3 Q. Uh-huh.  
4 A. It takes time. So when I come back, I want --  
5 you know, everything is in order.  
6 Q. Yeah.  
7 A. So it maybe was a Wednesday or Thursday.  
8 Okay? So I got there Tuesday or Wednesday, I mean, you  
9 know. Maybe there was another auction on the 19th.  
10 Q. Yeah.  
11 A. I say, You know what? I'll just pick them all  
12 up. I'll be in your office anyways.  
13 Q. Yeah.  
14 A. All I was doing is I know he has got the  
15 paperwork. I know it is all -- I'm assuming it's  
16 correct, you know.  
17 Q. So mechanically speaking, how does -- when do  
18 you hand over the check? It is not at the auction  
19 itself?  
20 A. Yes. Yes. There is -- there was a time,  
21 which I explained to her --  
22 And I don't know. Maybe it was ran for a  
23 month where you could just run down the street to the  
24 bank and come back when everything done. Then --  
25 And it kind of makes it easy for them. You

1 got to understand their position. If you are sitting  
2 there with \$50 grand, you bought three deals, 10,000  
3 each, you know, it is -- it's a lot. But auctions just  
4 don't do it.

5 I mean, it's easier. Now I know exactly what  
6 I got to pay. Here is a cashier's check. Perfect.  
7 Perfect. Perfect. Everybody is happy. It fits. There  
8 is no change. They don't have to cut checks, and, you  
9 know, that just -- anyways.

10 Q. Yeah, okay.

11 A. That is how it works.

12 Q. Okay. So there was a time that -- where it  
13 ran for about a month where you could pay one check for  
14 various properties after the auction?

15 A. Well, no.

16 Q. Is that how I'm understanding this?

17 A. They want to do their paperwork correct.

18 Q. All right.

19 A. So I bring back -- okay. In this case, we got  
20 one -- how many deals we got? You counted them. I  
21 don't know. 10? 15? I would have ten cashier's  
22 checks. You see my point? They were all perfect.

23 Q. You would not have one cashier's check in one  
24 sum altogether?

25 A. No, because you have to cut it up. Someone's

1 A. Okay.

2 Q. Number one is, over here --

3 I'll just look at that. It's easiest.

4 -- it lists you personally as the purchaser.

5 A. Right. The buyer. Yeah, that's right.

6 Q. Okay. Why you and not SFR?

7 A. Because at the Wells Fargo I just -- you know,  
8 they just put a name in there because I'm getting a  
9 cashier's check.

10 Q. Yeah.

11 A. That is how they do it. It is just a memo.  
12 It is meaningless. If you really want to follow a  
13 trail, go back to the deeds and the facts are right  
14 there, which I know you have already, so. . .

15 Q. Okay. So who got this check? Would you have  
16 gone --

17 A. Yes. I did it.

18 Q. So you would have gone down to Wells Fargo --

19 A. Correct.

20 Q. -- and you write a check?

21 A. Got it.

22 Q. And then you would have given your name and  
23 that is why --

24 A. Of course.

25 Q. That is why you are on there?

1 got to divvy it up. They got to go into their own  
2 funds.

3 It just doesn't make sense. It's easier to  
4 say, "Here is 15 checks. Thank you. Get all of your  
5 paper ready. I'll be back in a week or so," whatever  
6 time you need, and come back and pick up all the files.  
7 And I'm paid in full, out the door.

8 Q. So now I'm genuinely confused because --

9 A. But there's always different circumstances.

10 Q. Yeah.

11 A. So let's see what happens.  
12 (Exhibit G marked for identification.)

13 BY MR. STERN:

14 Q. So we have here Exhibit G, which is a global  
15 check that I think is the -- I didn't do the math, but I  
16 think is, if you were to add all of the purchase prices  
17 for an exhibit --

18 A. Here it is, okay. It was a lump sum. There  
19 you go.

20 Q. Okay. So it was, in fact, a lump sum?

21 A. This one was. This particular case it was.

22 There you go, yeah. And here is your bank you  
23 are looking for. There you go. We got everything.

24 Q. All right. So I've got two questions for you  
25 on this one.

1 A. Yes. Yes. Yes.

2 Q. Okay. So you left SFR -- your involvement  
3 with SFR terminated after about five months, correct?

4 A. Four.

5 Q. Four months, all right. So from that point  
6 forward, have you had any communication or involvement  
7 with SFR?

8 A. None.

9 Q. Okay. When was the next time you heard from  
10 anybody at SFR after you stopped working for them?

11 A. What is your question?

12 Q. After you stopped working for SFR, once you  
13 went your way and Chris Harden came in --

14 A. Uh-huh.

15 Q. -- when was the next time that you talked or  
16 heard from anybody at SFR?

17 A. I think I ran into Chris at the gas station or  
18 something. I mean, you know --

19 Q. Yeah.

20 A. -- months later. Just, hi. I mean, I knew  
21 the guy. You knew his face. I don't know his last  
22 name, but. . .

23 Q. Okay. Have you discussed this case with  
24 anybody at SFR?

25 A. No.

1 Q. The case we are here for today?  
 2 A. No. Just Karen.  
 3 Q. Okay. What did you do to prepare yourself for  
 4 this deposition today -- these two depositions today?  
 5 A. Nothing. I don't -- I mean, I --  
 6 Q. You didn't review any documents?  
 7 A. I had breakfast.  
 8 No, I had no documents. Just the only  
 9 documents that I have is what I brought.  
 10 Q. Okay.  
 11 A. And these are the documents. If you want to  
 12 make them exhibits, that's fine with me.  
 13 So there is everything.  
 14 Q. Just for the record, you're identifying the  
 15 subpoenas that we served on you?  
 16 A. Correct. You want them for exhibits? I don't  
 17 care.  
 18 Q. I don't think we need them.  
 19 Okay. So I'm not asking you for communication  
 20 with counsel, but I am asking you whether you had  
 21 communication with counsel in -- as part of your  
 22 preparation for today. I'm not asking what you said.  
 23 But I'm particularly asking did you meet with them? Did  
 24 you talk with them?  
 25 A. Yes. I met with Karen.

1 Q. Okay. When?  
 2 A. Yesterday.  
 3 Q. Okay. And other than that meeting, did you do  
 4 anything else to prepare for the dep- -- for today's  
 5 deposition?  
 6 A. No. I just wanted to know what this was  
 7 about.  
 8 Q. Okay.  
 9 A. That's -- I was kind of curious. I want to  
 10 have a meeting. What is this all about?  
 11 Q. Okay. And did you have any communication with  
 12 anybody about this -- these depositions other than with  
 13 Karen?  
 14 A. No. That's it.  
 15 Q. Okay. Were you involved in recruiting or  
 16 hiring Chris Harden?  
 17 A. No. No.  
 18 Q. Do you know who hired him?  
 19 A. I do not know. All I know is I got a call  
 20 from him, Chris. He says, "Hey," you know, "I'm going  
 21 to take this over." I go, "Great. Where do you want to  
 22 meet? Let's go. I'll give you all of your files." And  
 23 adios.  
 24 Q. Did somebody introduce him to you or did he  
 25 just show up one day or call you?

1 A. He called me.  
 2 Q. He called you, okay.  
 3 Do you know who Chris Harden's boss is?  
 4 A. I have no idea. I don't.  
 5 Q. Do you know if Chris Harden gets money from  
 6 Tony Money or from somebody else?  
 7 A. I do not know. You have to ask Chris these  
 8 questions. I do not know.  
 9 Q. Okay.  
 10 A. I have no relationship with Chris. I handed  
 11 him the files and that was the end of it and good luck.  
 12 Q. Okay. Are you aware of a process that Alessi  
 13 & Koenig had called a "secondary sale"?  
 14 A. No. I don't know what a secondary sale is.  
 15 Q. Okay. Did you ever participate or know about  
 16 Alessi selling a property at foreclosure at a time other  
 17 than what was noticed in the notice of sale?  
 18 A. No.  
 19 Q. Okay.  
 20 A. All SFR's sales were brought through the  
 21 auction through the -- to my knowledge, when I was  
 22 involved.  
 23 Q. Yeah.  
 24 A. That's me.  
 25 Q. Okay. Generally speaking, when you were

1 attending auctions to buy for SFR, how many other  
 2 bidders would -- generally speaking, would there be at  
 3 a --  
 4 A. Fifty? 60? 30?  
 5 Q. Did you keep records of that?  
 6 A. Of what?  
 7 Q. Of how many bidders there were.  
 8 A. No. I'm not trying to be funny. I just --  
 9 All it takes is one guy to ruin a day for you.  
 10 Q. Do you know David Kellum?  
 11 A. I never heard of him.  
 12 Q. Okay.  
 13 A. You went through a bunch of names already.  
 14 Q. Yeah. That is not a name on the --  
 15 A. But it's okay.  
 16 MR. STERN: I don't have any more questions.  
 17 MS. HANKS: Do you have any questions?  
 18 MS. MARTINI: No, I don't.  
 19 MS. HANKS: I don't have any questions.  
 20 THE WITNESS: Well, I do.  
 21 COURT REPORTER: Who do I need transcripts  
 22 for? You need one?  
 23 MS. HANKS: Yeah. We'll need one.  
 24 MS. MARTINI: I'll need one.  
 25 THE WITNESS: And who are you with?

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1 MS. MARTINI: The HOA, Southern Highlands.  
 2 THE WITNESS: Oh, Southern Highlands.  
 3 MS. MARTINI: Yeah.  
 4 THE WITNESS: Oh, okay.  
 5 MR. STERN: And so I think --  
 6 THE WITNESS: I was curious.  
 7 MR. STERN: So that we have this on the  
 8 record, we are agreeing that this transcript that we  
 9 just took today, starting at 1:00 o'clock, we are going  
 10 to use the same transcript -- identical transcript with  
 11 the same exhibits for two -- for the two cases that were  
 12 deposited today or that were set for today.  
 13 One case is Case No. A-13-685826 and -- what  
 14 was the other case? -- A-12-673671.  
 15 So the same transcript with the same exhibits  
 16 will have the -- those captions for those two cases and  
 17 two transcripts will be generated.  
 18 MS. HANKS: Right. Can we go off the record  
 19 for a second and clarify that?  
 20 (Discussion held off the record.)  
 21 MR. STERN: Exhibits A, B and C (sic) in the  
 22 Tulchin case, which is the first one --  
 23 MS. HANKS: The one o'clock one.  
 24 MS. MORGAN: -826.  
 25 MR. STERN: So we are going to -- we are going

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1 CERTIFICATE OF DEPONENT  
 2 PAGE LINE CHANGE REASON

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\*\*\*\*\*

20 I, ROBERT W. DIAMOND, deponent herein, do  
 21 hereby certify and declare under penalty of perjury the  
 22 within and foregoing transcription to be my deposition  
 23 in said action; that I have read, corrected and do  
 24 hereby affix my signature to said deposition this  
 25 \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
 ROBERT W. DIAMOND

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1 to do all of the exhibits on the deposition taken in  
 2 Case A-12-673671, and just Exhibits A through C in the  
 3 deposition to the Sherwood case, A-13-685826.  
 4 MS. MORGAN: Yep.  
 5 (The deposition concluded at 4:03 p.m.)  
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1 CERTIFICATE OF COURT REPORTER

2  
 3 I, Cindy Johnson, a duly certified court  
 4 reporter in and for the State of Nevada do hereby  
 5 certify: That I reported the deposition of ROBERT W.  
 6 DIAMOND, commencing on Wednesday, May 25, 2016, at 1:04  
 7 p.m., Case No. A-13-685826-C.

8 That prior to being deposed, the witness was  
 9 duly sworn by me to testify to the truth. That I  
 10 thereafter transcribed my said shorthand notes into  
 11 typewriting and that the typewritten transcript is a  
 12 complete, true and accurate transcription of my said  
 13 shorthand notes. Transcript review pursuant to NRC  
 14 30(e) was requested.

15 I further certify that I am not a relative  
 16 or employee of counsel or any of the parties, nor a  
 17 relative or employee of the parties involved in said  
 18 action, nor a person financially interested in the  
 19 action.

20 IN WITNESS WHEREOF, I have set my hand in my  
 21 office in the state of Nevada, this 28th day of May  
 22 2016.  
 23

\_\_\_\_\_  
 Cindy K. Johnson, RPR, CCR No. 706

# EXHIBIT C

# EXHIBIT C



AKERMAN LLP

1160 TOWN CENTER DRIVE, SUITE 330  
LAS VEGAS, NEVADA 89144  
TEL.: (702) 634-5000 – FAX: (702) 380-8572

MELANIE D. MORGAN, ESQ.  
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*Attorneys for Countrywide Home Loans, Inc. and  
Nationstar Mortgage, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

IGNACIO GUTIERREZ, an individual,  
Plaintiff,  
v.

SFR INVESTMENTS POOL 1, LLC; NEVADA  
ASSOCIATION SERVICES, INC., HORIZON  
HEIGHTS HOMEOWNERS ASSOCIATION, KB  
HOME MORTGAGE COMPANY, a foreign  
corporation, DOE Individuals I through X; ROE  
Corporations and Organizations I through X,

Defendants.

SFR INVESTMENTS POOL 1, LLC, Nevada  
limited liability company,

Counter-Claimant and Third Party Plaintiff,

v.

IGNACIO GUTIERREZ, an individual;  
NATIONSTAR MORTGAGE, LLC, a Delaware  
limited liability company; COUNTRYWIDE  
HOME LOANS, INC., a foreign corporation;  
DOES I-X; AND ROES 1-10, inclusive,

Counter-Defendant and Third Party Defendants

Case No.: A-13-684715-C  
Dept.: XVII

**FOURTH SUPPLEMENT TO INITIAL  
DISCLOSURE OF DOCUMENTS AND  
WITNESSES**

Nationstar Mortgage LLC hereby makes the following Fourth Supplement to Initial  
Disclosures of documents and witnesses pursuant to NRCP 16.1. (**All newly identified information  
is in bold herein**).

1    **I.    LIST OF WITNESSES**

2            The following persons are known or reasonably believed to have knowledge of facts relevant  
3 to the allegations of any pleading filed by any party to this action, including persons having  
4 knowledge of rebuttal or impeachment evidence:

- 5            1.        Corporate Representative for Nationstar Mortgage, LLC  
6                      c/o AKERMAN LLP  
7                      1160 Town Center Drive, Suite 330  
8                      Las Vegas, Nevada 89144  
9                      Telephone:    (702) 634-5000

10           This witness will testify regarding relevant facts and information relating to the third-party  
11 defendants' lien on the subject property and Freddie Mac's ownership.

- 12           2.        Corporate Representative for Bank of America, NA  
13                      c/o AKERMAN LLP  
14                      1160 Town Center Drive, Suite 330  
15                      Las Vegas, Nevada 89144  
16                      Telephone:    (702) 634-5000

17           This witness will testify regarding relevant facts and information relating to the third-party  
18 defendants' lien on the subject property

- 19           3.        Kathrine Appell, and/or other Corporate Representative for  
20                      Horizon Heights HOA  
21                      c/o THE LAW OFFICES OF DAVID M. JONES  
22                      7455 Arroyo Crossing Parkway, Suite 200  
23                      Las Vegas, NV 89113

24           This witness is expected to testify regarding relevant facts and information relating to the  
25 non-judicial foreclosure sale relevant to this litigation.

- 26           4.        Susan Moses, Christopher Yergensen, David Stone and/or other Corporate  
27                      Representative for Nevada Association Services, Inc.  
28                      6224 W. Desert Inn Road, Suite A  
29                      Las Vegas, Nevada 89146  
30                      Telephone:    (702) 804-8885

31           This witness is expected to testify regarding relevant facts and information relating to the  
32 non-judicial foreclosure sale relevant to this litigation.

- 33           5.        Elissa Hollander  
34                      c/o Nevada Association Services, Inc.  
35                      6224 W. Desert Inn Road, Suite A  
36                      Las Vegas, Nevada 89146  
37                      Telephone:    (702) 804-8885

1 This witness is expected to testify regarding relevant facts and information relating to the  
2 non-judicial foreclosure sale relevant to this litigation.

3 6. Autumn Fesel  
4 c/o Nevada Association Services, Inc.  
5 6224 W. Desert Inn Road, Suite A  
6 Las Vegas, Nevada 89146  
7 Telephone: (702) 804-8885

8 This witness is expected to testify regarding relevant facts and information relating to the  
9 non-judicial foreclosure sale relevant to this litigation

10 7. Ignacio Gutierrez  
11 P. Sterling Kerr, Esq.  
12 LAW OFFICES OF P. STERLING KERR  
13 2450 St. Rose Parkway, Suite 120  
14 Henderson, NV 89074

15 This witness is expected to testify regarding the allegations asserted in the complaint/third  
16 party complaint.

17 8. Paulina Kelso, Christopher Hardin, and/or other Corporate Representative  
18 for SFR Investments Pool 1, LLC  
19 c/o Kim Gilbert Ebron  
20 7625 Dean Martin Drive, Suite 110  
21 Las Vegas, NV 89139

22 This witness is expected to testify regarding the allegations asserted in the complaint/third  
23 party complaint.

24 9. Custodian of Records for FirstService Residential  
25 c/o CSC Services of Nevada, Inc.  
26 2215-B Renaissance Drive  
27 Las Vegas, Nevada 89119

28 This witness is expected to testify concerning the Purchase and Sale Agreement between  
White Lake Ranch Association, Inc. and SFR Investments Pool 1, LLC.

10. Custodian of Records or other representative for  
White Lake Ranch Association, Inc.  
c/o FirstService Residential Nevada, LLC  
8290 Arville Street  
Las Vegas, Nevada 89139

This witness is expected to testify concerning the Purchase and Sale Agreement between  
White Lake Ranch Association, Inc. and SFR Investments Pool 1, LLC.

**11. Robert Diamond**  
**1468 Dragon Rock Drive**  
**Henderson, Nevada 89052**

**Mr. Diamond is expected to testify regarding relevant facts and information relating to the HOA's non-judicial foreclosure sale relevant to this litigation, as well as his relationship and involvement with SFR Investments Pool 1, LLC.**

Discovery is ongoing, and Nationstar reserves the right to supplement this disclosure as more persons with knowledge of information relevant to this litigation become known.

**II. DOCUMENTS**

Nationstar discloses the following documents. Any redacted portions of these documents contain information such as dates of birth, banking information, and social security number.

<b>BATES NUMBER</b>	<b>DOCUMENT</b>
NSM00001-NSM00002	Notice of Completion
NSM00003-NSM00012	Grant Bargain Sale Deed
NSM00013-NSM00035	Deed of Trust
NSM00036-NSM00043	Deed of Trust
NSM00044-NSM00047	Grant Bargain Sale Deed
NSM00048	Assignment
NSM00049	Assignment
NSM00050-NSM00051	Assignment of Deed of Trust
NSM00052	Notice of Lien (HOA)
NSM00053-NSM00054	Notice of Default (HOA)
NSM00055	Assignment of Deed of Trust
NSM00056	Substitution of Trustee
NSM00057-NSM00082	Deed of Trust
NSM00083	Deed of Trust
NSM00084-NSM00093	Deed of Trust
NSM00094-NSM00095	Notice of Foreclosure Sale
NSM00096-NSM00098	Foreclosure Deed

<b>BATES NUMBER</b>	<b>DOCUMENT</b>
NSM00099- NSM00101	Notice of Lis Pendens
NAS000001 – NAS000173	Documents produced responsive to subpoena duces tecum. served upon by Nevada Association Services, Inc.
LUBAWY 000001- LUBAWY 000027	Expert Report of Matthew Lubawy, Valbridge Property Advisors  Lubawy & Associates, Inc. previously produced by Third-Party Defendants Nationstar Mortgage, LLC and Bank of America, N.A.'s in their Disclosure of Expert Witness dated May 14, 2015.
HORIZON 000001- HORIZON 000404	Documents produced responsive to Subpoena Duces Tecum served upon Horizon Heights Homeowners Association on July 22, 2015.
NSM00102- NSM00153	Funding Report
NSM00154- NSM00175	Current sections of the Freddie Mac Single Family Seller/Service Guide
NSM00176- NSM00214	Sections of the Freddie Mac Single Family Seller/Service Guide in effect at the time of the HOA foreclosure sale
NSM00215- NSM00215	TOS Summary Report
NSM00216- NSM00216	Securities and Pool Information
NSM00217- NSM00221	Mortgage Payment History Report
NSM00222- NSM00223	MIDAS Report
NSM00224- NSM00225	Letter from Nevada Association Services, Inc. dated November 19, 2010
NSM00226- NSM00226	Affidavit of Custodian of Records of Nevada Association Services, Inc. in Rick Salomon vs. Tam A. Dao, Case No. A-13-675213-C
NSM00227- NSM00372	Portion of Bench Trial Transcript in TRP Fund IV, LLC v. Bank of America, N.A., Case No. A-14-695770-C
NSM00373- NSM00427	Deposition of David Stone in Bank of America, N.A. v. One Queensridge Place Homeowner's Association, Inc., Case No. 2:13-CV-01221-GMN-NJK
NSM00428- NSM00428	Certificate of Custodian of Records of White Lake Ranch Association
NSM00429- NSM00432	Purchase and Sale Agreement between White Lake Ranch Association and SFR Investments Pool 1, LLC
NSM00433- NSM00433	Letter from Michael H. Singer, Ltd. to Akerman LLP dated March 18, 2016
NSM00434- NSM00472	Deposition of Robert W. Diamond in SFR Investments Pool 1, LLC v. First Horizon Home Loans, a division of First Tennessee Bank, N.A., Case No. A-13-685826-C
<b>NSM00473- NSM00474</b>	<b>MERS online min summary</b>
<b>NSM00475</b>	<b>Nationstar servicer screenshot</b>
<b>NSM00476- NSM00495</b>	<b>First American Commitment for Title Insurance</b>
<b>NSM00496- NSM00505</b>	<b>Correspondence</b>
<b>NSM00506- NSM00509</b>	<b>Adjustable Rate Note</b>

1 Nationstar reserves the right to rely on any document produced by any other party to this  
2 litigation, and to supplement their disclosures as further documents become available through  
3 discovery.

4  
5 **III. COMPUTATION OF DAMAGES**

6 Nationstar's damages are the unpaid balance of the loan. Nationstar specifically reserves the  
7 right to supplement this disclosure to add relevant information, if subsequent information and  
8 investigation so warrant. Nationstar also claims attorneys' fees as damages.

9 **IV. INSURANCE AGREEMENTS**

10 Nationstar is not aware of any insurance agreements at this time, and specifically reserves the  
11 right to supplement this disclosure to add relevant information, if subsequent information and  
12 investigation so warrant.

13 DATED this 19th day of September, 2017.

14 **AKERMAN LLP**

15 /s/Tenesa S. Scaturro

16 MELANIE D. MORGAN, ESQ.

17 Nevada Bar No. 8215

TENESA S. SCATURRO, ESQ.

18 Nevada Bar No. 12488

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

19 *Attorneys for Nationstar Mortgage, LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 19<sup>th</sup> day of September, 2017 I caused to be served a true and correct copy of foregoing **FOURTH SUPPLEMENT TO INITIAL DISCLOSURE OF DOCUMENTS AND WITNESSES**, in the following manner:

**(ELECTRONIC SERVICE)** Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

P. Sterling Kerr, Esq.  
LAW OFFICES OF P. STERLING KERR  
2450 St. Rose Parkway, Suite 120  
Henderson, NV 89074

*Attorneys for Plaintiff and Counter Defendant*

Richard J. Vilkin, Esq.  
LAW OFFICES OF RICHARD J. VILKIN, P.C.  
1286 Crimson Sage Ave.  
Henderson, NV 89012

*Attorneys for Defendant and Counterclaimant  
Nevada Association Services, Inc.*

Howard C. Kim, Esq.  
Diana S. Cline, Esq.  
HOWARD KIM & ASSOCIATES  
400 N. Stephanie Street, Suite 160  
Henderson, NV 89014

*Attorneys for Defendant and Counterclaimant  
Nevada Association Services, Inc.*

**(UNITED STATES MAIL)** By depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed below at their last-known mailing addresses, on the date above written:

Anthony L. Ashby, Esq.  
THE LAW OFFICES OF DAVID M. JONES  
7455 Arroyo Crossing Parkway, Suite 200  
Las Vegas, NV 89113

*Attorney for Defendant Horizon Heights HOA*

/s/Jill Sallade  
An employee of AKERMAN LLP

**The Mortgage Industry's Utility**www.mersonl  
1003972**Min Summary**

Member is not associated with MIN

**Summary**

1000721-1140028613-0		<b>Inactive</b>	
668 MOONLIGHT STROLL STREET		MOM	
HENDERSON, NV 89015-3305		First Lien	
Reg Date	08/02/2005		
County/Place	Clark County	Owner Occupied	Yes
Primary Borrower	GUTIERREZ, IGNACIO		
Note Amount	\$271,638.00	Note Date	07/06/2005
Servicer	9999999 - Non-MERS Member		
Investor	<u>1000106</u> - Federal Home Loan Mortgage Corporation		
Subservicer	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		





**The Mortgage Industry's Utility**

**www.mersonl  
1003972**

```

Loan#: 3363 Asum: N Inv: 472 FHLMC SCH/ACT GANESHA 000000 Lien: 1
IGNACIO GUTIERREZ Loan Type/Sub: 03 Conv/Unins / 00 Next Due: 4/01/10
+ Rate: UnPaidBal: Pmt:
668 MOONLIGHT STROLL STRE #Pmts Delq: 00090 Dlq Amt P&I:
HENDERSON NV 89015 Msg: #1: #2: #3: LPR: 1/30/12 Stat: R
Phone 1: H W Phone 2: H W
FCBA Code: PFP: W/Ext: SCRA: N Behavioral Score: 000 W/Ext:
Potential Del: Eligibility Code: 0 Complaint Risk: Credit Score:
Instructions:
BRAND: NSM BORROWERS 001
* Entered By Target Class ----- First Comment -----
= 09/12/17 MIS 00/00/00 CL FREDDIE MAC DEFAULT REPORTING COMPLETED
- 09/08/17 MIS 00/00/00 CL PROPERTY INSPECTION ORDERED (STANDARD ID
- 08/16/17 KPAT1036 08/16/17 CL FORECLOSURE TITLE AUDIT PASS
- 08/15/17 ** 00/00/00 CL PROPERTY INSPECTION COMPLETED
- 08/10/17 MIS 00/00/00 CL PROPERTY INSPECTION ORDERED (STANDARD ID
- 08/09/17 MIS 00/00/00 CL FREDDIE MAC DEFAULT REPORTING COMPLETED
- 08/08/17 LS1300R2 08/07/17 CL ANNUAL PRIVACY NOTICE SENT - STAND ALONE
- 07/15/17 ** 00/00/00 CL PROPERTY INSPECTION COMPLETED
- 07/15/17 ** 00/00/00 CL PROPERTY INSPECTION COMPLETED
* I=Inquiry, U=Update, C=Clear (Highlighted lines show the Uncleared items) +
Page Up/Dn F1=Detail Comm. F2=Excl Cleared F4=List F5=Exec Comm
F7=Next Loan F8=Prv Loan F9=Loan Info F10=Add F11=Dsp Master
F12=Return F13=Door F14=All Classes F15=Delq Hist

```



**First American**

First American Title Company of Nevada  
180 Cassia Way, #502  
Henderson, NV 89014  
Phn - (702) 568-7464  
Fax - (702) 568-6756  
www.fatcolv.com

**Reference :**  
**Our Order No :** 110-2189567  
**Escrow Officer:** .Crystal Craig  
ccraig@firstam.com

## COMMITMENT FOR TITLE INSURANCE

July 18, 2005

**First American Title Company of Nevada**

### INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

### TABLE OF CONTENTS

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Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amount and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B - 2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

**If you have any questions about the Commitment,  
please contact the issuing office.**

NSM00476  
JA\_2496

**SCHEDULE A**

1. Commitment Date: 07/07/2005 at 7:30 A.M.
2. Policy or Policies to be issued: Amount
  - PLP Owners Policy \$ 339,548.00  
  
Proposed Insured:  
  
Ignacio A. Gutierrez
  - ALTA Lenders Policy \$ 271,638.00  
  
Proposed Insured:  
  
KB Home Mortgage Company
3. (A) The estate or interest in the land described in this Commitment is:  
  
Fee as to Parcel I  
Easement as to Parcel II  
  
(B) Title to said estate or interest at the date hereof is vested in:  
  
KB Home Nevada Inc., a Nevada Corporation
4. The land referred to in this Commitment is situated in the City of Henderson, County of Clark, State of Nevada, and is described as follows:  
  
See Exhibit "A" attached hereto and by reference made a part hereof.

**SCHEDULE B**  
**SECTION ONE**  
**REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Release(s) or Reconveyance(s) of Item(s): N/A
- (F) Other:

**SCHEDULE B**  
**SECTION TWO**  
**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

- 1. Water rights, claims or title to water, whether or not shown by the public records.
- 2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.

3. Those taxes for the fiscal year July 1, 2005 through June 30, 2006 , including any secured personal property taxes collected by the County Treasurer.

APN 179-31-714-046

1st installment	\$	215.42
2nd installment	\$	215.41
3rd installment	\$	215.41
4th installment	\$	215.41

Total	\$	861.65
-------	----	--------

**NOTE:**

Said taxes become a lien on July 1, 2005, each installment will become due and payable on the following dates:

1st installment is due on the 3rd Monday of August, 2005.

2nd installment is due on the 1st Monday of October, 2005.

3rd installment is due on the 1st Monday of January, 2006.

4th installment is due on the 1st Monday of March, 2006.

Each installment will become delinquent ten (10) days after due.

4. Special assessments for improvement purposes:

City of Henderson improvement district no. T-15

Reference no.: 179-31-714-046 / 7802

Set at \$ 7,008.11

Payable each year on or before: 6/1 & 12/1

Status: This parcel is being billed and collected by AMG; in Southern Nevada contact (702) 796-0082; in Northern Nevada contact (775) 322-7788.

5. Reservations, provisions and easements, as contained in Patent from the United States of America, recorded April 14, 1960, in Book 239 of Official Records, as Instrument No. 194400 .
6. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded June 30, 2003 in Book No. 20030630 as Instrument No. 02850 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.
- **The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon Horizon Heights Community Association, a nonprofit corporation.**
  - A document declaring modifications thereof recorded November 5, 2004 in Book No. 20041105 as Instrument No. 01807 and re-recorded February 25, 2005 in Book 20050225 as Document No. 00591 of Official Records.
  - A Declaration of Annexation to said covenants, conditions and restrictions was recorded \_\_\_\_\_, in Book \_\_\_\_\_ as Instrument No. \_\_\_\_\_ of Official Records.

**NOTE:** PRIOR TO THE CLOSE OF ESCROW SAID ANNEXATION MUST BE RECORDED.

7. A document entitled "Alternative Procedure Agreement", recorded February 13, 2004, in Book 20040213 as Instrument No. 00531 of Official Records.

8. Easements as shown and/or dedicated upon the final map of Horizon Heights Phase II, on file in Book 119 of plats, Page 62 , of Official Records.
9. Covenants, conditions, and restrictions in a Deed recorded \_\_\_\_, in Book \_\_\_\_ as Instrument No. \_\_\_\_ of Official Records.

**NOTE:** SAID DEED MUST BE RECORDED AT THE CLOSE OF ESCROW.

**NOTE:** This Report is preparatory to the issuance of an ALTA Policy of Title Insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA Policy with Endorsements 100 and 116 attached.

There is located on the land a single family residence known as 668 Moonlight Stroll Street, Henderson, NV

Current Assessor's Parcel No.179-31-714-046

(Note this number may be different from the Assessor's Parcel Number being used to pay current fiscal year taxes)

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Company of Nevada expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



## INFORMATION SHEET

**Current owner:** KB Home Nevada Inc.

**Property reference:** 668 Moonlight Stroll Street, Henderson, NV

**Legal description:**

See attached Exhibit A

**Assessor's Parcel Number:** 179-31-714-046

**RECORDED DOCUMENTS:** Pursuant to NRS 247.110; The local county recorder shall charge and collect, in addition to any fee that a county recorder is otherwise authorized to charge and collect, an additional fee of \$25 for recording any document that does not meet the standards set forth therein.

**WIRING INSTRUCTIONS**

First American Title Company of Nevada

First American Trust, FSB

Santa Ana, CA 92701

Account No.: [REDACTED]

Routing No.: 122241255

Please reference the following:

Ignacio A. Gutierrez / Escrow No.: 110-2189567-KB2 / Attention: Crystal Craig

**ALL WIRES WILL BE RETURNED IF ESCROW NUMBER  
AND NAME ARE NOT INCLUDED**

EXHIBIT "A"

The land referred to in this Commitment is situated in the City of Henderson, County of Clark, State of Nevada and is described as follows:

PARCEL I:

LOT 166 OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA.

AND A FOUR (4) FOOT USE EASEMENT AS SHOWN AND DELINEATED ON SAID MAP, OVER AND ACROSS LOT 167 FOR THE BENEFIT OF SAID LAND.

PARCEL II:

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON ELEMENTS EASEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

## GENERAL INDEX INFORMATION SHEET

To: KB Home Nevada Inc.

Regarding escrow number: 110-2189567

Legal Description:

PARCEL I:

LOT 166 OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA.

AND A FOUR (4) FOOT USE EASEMENT AS SHOWN AND DELINEATED ON SAID MAP, OVER AND ACROSS LOT 167 FOR THE BENEFIT OF SAID LAND.

PARCEL II:

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON ELEMENTS EASEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

Buyers' name(s):

Ignacio A. Gutierrez

Date index run through: July 07, 2005

The following matters were picked up at the time that the buyers' names were run in the General Index: *None*

Copies of said items are attached hereto, and a statement of information will be sent to said buyers.

Sincerely,

Julie Skinner  
Subdivision Title Officer

NSM00484  
JA\_2504



# First American

## PRIVACY POLICY

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

First Amended

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY

***First American Title Company of Nevada***

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.


The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

***First American Title Insurance Company***

BY  PRESIDENT

ATTEST  SECRETARY



**First American**

First American Title Company of Nevada  
180 Cassia Way, #502  
Henderson, NV 89014  
Phn - (702) 568-7464  
Fax - (702) 568-6756  
www.fatcolv.com

**Reference :**  
**Our Order No :** 110-2189567  
**Escrow Officer:** Crystal Craig  
ccraig@firstam.com

## COMMITMENT FOR TITLE INSURANCE

01/28/2005

**First American Title Company of Nevada**

### INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

### TABLE OF CONTENTS

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Schedule A	
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3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B - 2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**  
If you have any questions about the Commitment,  
please contact the issuing office.

*Please Keep  
in File*

NSM00487  
JA\_2507

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY

***First American Title Company of Nevada***

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

***First American Title Insurance Company***

BY  PRESIDENT

ATTEST  SECRETARY

**SCHEDULE A**

1. Commitment Date: 1/5/05 at 7:30 A.M.

2. Policy or Policies to be issued:	Amount
<ul style="list-style-type: none"><li>• PLP Owners Policy</li></ul>	\$ 317,870.00
Proposed Insured:	
Ignacio A. Gutierrez	
<ul style="list-style-type: none"><li>• ALTA Lenders Policy</li></ul>	\$ 317,870.00
Proposed Insured:	
KB Home Mortgage Company	

3. (A) The estate or interest in the land described in this Commitment is:

Fee as to Parcel I  
Easement as to Parcel II

(B) Title to said estate or interest at the date hereof is vested in:

KB Home Nevada Inc., a Nevada Corporation

4. The land referred to in this Commitment is situated in the City of Henderson, County of Clark, State of Nevada, and is described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof.



**SCHEDULE B**  
**SECTION ONE**  
**REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Release(s) or Reconveyance(s) of Item(s): N/A
- (F) Other:

**SCHEDULE B**  
**SECTION TWO**  
**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

- 1. Water rights, claims or title to water, whether or not shown by the public records.
- 2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
- 3. Reservations, provisions and easements, as contained in Patent from the United States of America, recorded April 14, 1960, in Book 239 of Official Records, as Instrument No. 194400 .
- 4. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded June 30, 2003 in Book No. 20030630 as Instrument No. 02850 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(C), of United States Codes.

- The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon Horizon Heights Community Association, a nonprofit corporation.
- A Declaration of Annexation to said covenants, conditions and restrictions was recorded \_\_\_\_, in Book \_\_\_\_ as Instrument No. \_\_\_\_ of Official Records.

**NOTE:** PRIOR TO THE CLOSE OF ESCROW SAID ANNEXATION MUST BE RECORDED.

5. A document entitled "Alternative Procedure Agreement", recorded February 13, 2004, in Book 20040213 as Instrument No. 00531 of Official Records.
6. A City of Henderson Improvement District assessment, as disclosed by the final assessment roll Local Improvement District No. T-15, recorded April 26, 2004, in Book 20040426 as Instrument No. 0002777 of Official Records.
7. Easements as shown and/or dedicated upon the final map of Horizon Heights Phase II, on file in Book 119 of plats, Page 62, of Official Records.
8. Covenants, conditions, and restrictions in a Deed recorded \_\_\_\_, in Book \_\_\_\_ as Instrument No. \_\_\_\_ of Official Records.

**NOTE:** SAID DEED MUST BE RECORDED AT THE CLOSE OF ESCROW.

**NOTE:** Taxes for the fiscal year July 1, 2004 through June 30, 2005, including any secured personal property taxes collected therewith.  
APN 179-31-710-115  
Total tax: \$9,692.90 (Paid)

**NOTE:** Taxes for the fiscal year July 1, 2004 through June 30, 2005, including any secured personal property taxes collected therewith.  
APN 179-31-710-116  
Total tax: \$10,386.65 (Paid)

**NOTE:** This Report is preparatory to the issuance of an ALTA Policy of Title Insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA Policy with Endorsements 100 and 116 attached.

There is located on the land a single family residence known as 668 Moonlight Stroll Street, Henderson, NV

Current Assessor's Parcel No. 179-31-714-046

(Note this number may be different from the Assessor's Parcel Number being used to pay current fiscal year taxes)

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Company of Nevada expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

## CONDITIONS

### 1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

## INFORMATION SHEET

**Current owner:** KB Home Nevada Inc.

**Property reference:** 668 Moonlight Stroll Street, Henderson, NV

**Legal description:**

See attached Exhibit A

**Assessor's Parcel Number:** 179-31-714-046

**RECORDED DOCUMENTS:** Pursuant to NRS 247.110; The local county recorder shall charge and collect, in addition to any fee that a county recorder is otherwise authorized to charge and collect, an additional fee of \$25 for recording any document that does not meet the standards set forth therein.

### **WIRING INSTRUCTIONS**

First American Title Company of Nevada

First American Trust, FSB

Santa Ana, CA 92701

Account No.: [REDACTED]

Routing No.: 122241255

Please reference the following:

Ignacio A. Gutierrez / Escrow No.: 110-2189567-KB2 / Attention: Crystal Craig

**ALL WIRES WILL BE RETURNED IF ESCROW NUMBER  
AND NAME ARE NOT INCLUDED**

EXHIBIT "A"

The land referred to in this Commitment is situated in the City of Henderson, County of Clark, State of Nevada and is described as follows:

PARCEL I:

LOT 166 OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA.

AND A FOUR (4) FOOT USE EASEMENT AS SHOWN AND DELINEATED ON SAID MAP, OVER AND ACROSS LOT 167 FOR THE BENEFIT OF SAID LAND.

PARCEL II:

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON ELEMENTS EASEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

GENERAL INDEX INFORMATION SHEET

To: KB Home Nevada Inc.

Regarding escrow number: 110-2189567

Legal Description:

PARCEL I:

LOT 166 OF HORIZON HEIGHTS PHASE II (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 119 OF PLATS, PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA.

AND A FOUR (4) FOOT USE EASEMENT AS SHOWN AND DELINEATED ON SAID MAP, OVER AND ACROSS LOT 167 FOR THE BENEFIT OF SAID LAND.

PARCEL II:

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON ELEMENTS EASEMENTS AS SHOWN AND DELINEATED ON SAID MAP.

Buyers' name(s):

Ignacio A. Gutierrez

Date index run through: January 05, 2005

The following matters were picked up at the time that the buyers' names were run in the General Index: None

Copies of said items are attached hereto, and a statement of information will be sent to said buyers.

Sincerely,

Julie Skinner  
Subdivision Title Officer

NSM00495  
JA\_2515



www.MyNationstarMtg.com

July 27, 2012

63912 0000468 001  
IGNACIO A GUTIERREZ  
668 MOONLIGHT STROLL ST  
HENDERSON NV 89002-0505

Re: New Nationstar Loan Number [REDACTED] 3363

Dear Ignacio A Gutierrez,

Welcome to Nationstar Mortgage! Effective 07/15/12 Nationstar Mortgage is now the servicer for your mortgage account. We're excited about the opportunity to serve you. You can count on Nationstar Mortgage to meet your needs whether you're looking to make a payment or refinance your loan. We offer many exciting features including 24-hour account access through our Internet website at [www.MyNationstarMtg.com](http://www.MyNationstarMtg.com), various payment options, and a toll free line 1-877-782-7612 with automated account information.

To ensure accuracy, please verify the following loan information:

Name: Ignacio A Gutierrez  
Property Address: 668 Moonlight Stroll Street  
Henderson Nv 89015  
Mailing Address: 668 Moonlight Stroll St  
Henderson Nv 89002-0505

Home Phone Number: [REDACTED]  
Work Phone Number: 000-000-0000

If you find any of the information listed above to be incorrect, please contact us immediately at 1-877-782-7612.

At Nationstar Mortgage, your business and total satisfaction are important to us. Any time you have questions regarding your account, do not hesitate to contact us at 1-877-782-7612, 8:00 a.m. to 5:00 p.m. central time Monday thru Friday or mail your questions to:

Nationstar Mortgage LLC  
Attn: Bankruptcy Department  
350 Highland Drive  
Lewisville, Texas 75067

692-4014-0807F

We look forward to a long and lasting relationship with you.

Sincerely,

Nationstar Mortgage

*Please be advised that the information contained in this letter is being sent for informational purposes, and should not be considered as an attempt to collect a debt.*



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NSMTAQB

INTERNET REPRINT

NSM00496  
JA\_2516



July 27, 2012

63912 0000468

IGNACIO A GUTIERREZ  
668 MOONLIGHT STROLL ST  
HENDERSON NV 89002-0505

New Nationstar Loan Number: [REDACTED] 3363

**NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS**

Dear Ignacio A Gutierrez:

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from BANK OF AMERICA to Nationstar Mortgage LLC, effective 07/15/12.

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires Nationstar Mortgage send you this notice no later than 15 days after the effective date of the transfer.

Your new servicer is Nationstar Mortgage LLC.

Nationstar Mortgage's business address is:

Nationstar Mortgage LLC  
350 Highland Drive  
Lewisville, Texas 75067  
[www.MyNationstarMTG.com](http://www.MyNationstarMTG.com)

Nationstar Mortgage's toll free number is 1-877-782-7612. If you have any questions relating to the transfer of servicing to Nationstar Mortgage, call 1-877-782-7612 between 8 a.m. and 8 p.m. on the following days Monday - Thursday, 8 a.m. and 5 p.m. on Friday, or visit us anytime at [www.MyNationstarMTG.com](http://www.MyNationstarMTG.com).

The date that Nationstar Mortgage will start accepting payments from you is 07/15/12. You can pay online via the Nationstar Mortgage website at [www.MyNationstarMTG.com](http://www.MyNationstarMTG.com), or you can send all payments due on or after that date to:

Nationstar Mortgage LLC  
PO Box 650783  
Dallas, Texas 75265

Your mortgage life insurance, disability insurance and/or other optional products will not continue. If you wish to retain optional products, you will need to contact your current optional product/service provider.

Enclosed is your Welcome Letter which includes a payment coupon with detailed loan information.

**You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):**

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgement within 5 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

Nationstar Mortgage LLC  
Attention Research Department  
350 Highland Drive  
Lewisville, Texas 75067  
[www.MyNationstarMTG.com](http://www.MyNationstarMTG.com)

Not later than 30 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

**Important Loan Transfer "Home Affordable Modification Program" Information**

**Home Affordable Modification Program:** If you are currently participating in (or being considered for) a loan modification program, we will be transferring all your documentation to the new servicer. Until the transfer date, you should continue to make your payments (e.g., trial payments if attempting to qualify for a modification under the Home Affordable Modification Program) to BANK OF AMERICA. After transfer, you should make all payments to Nationstar until such time that you are provided additional direction. Decisions regarding qualification will be made by Nationstar. All information regarding other loss mitigation activities (forbearance agreements, short sales, refinances and deed-in-lieu of foreclosure) will be forwarded to Nationstar for processing. Please be advised that this transfer may extend the time needed for a final decision.

Sincerely,  
Nationstar Mortgage LLC









## NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

[illegible][illegible]

**YOUR SERVICER PRIOR TO JULY 16, 2012:**

Ç±«®present servicer ~ Bank of America, N.A.ð° \$±« , ª» º² § -«-»-±² - ®¿¿²¹ ± ¿ » ®¿²·º)®±º  
-»®¹/²¹ ¹®³ §±«®®-»²¹-»®¹/®®º°¿-»½'' Bank of America, N.A. Ý-±³ ®¿¹)®¹½ ¿  
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**YOUR NEW SERVICER ON AND AFTER JULY 16, 2012:**

Ç±«®new servicer ©""¾ Nationstar Mortgage LLCòì, » ¾«-²»- ç¹¼«®- ®±®Nationstar Mortgage LLC -æ èð Ø¹, 'ç²¼Ü«® » Ò©:-ª""» ì È ééðééò

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**INFORMATION CONCERNING YOUR LOAN PAYMENTS:**

**Bank of America, N.A.**

**Nationstar Mortgage LLC**

**INFORMATION ABOUT OPTIONAL INSURANCE PRODUCTS:**

[illegible][illegible]



**Bank of America****Home Loans**

P. O. Box 941633  
Simi Valley, CA 93094-1633

IGNACIO A GUTIERREZ  
668 MOONLIGHT STROLL ST  
HENDERSON NV 89002-0505

**Account No.:** [REDACTED] 2285**IMPORTANT MESSAGE ABOUT YOUR LOAN**

We want to let you know that effective July 1, 2011, the servicing of home loans by our subsidiary-BAC Home Loans Servicing, LP, will transfer to our parent company-Bank of America, N.A. Based upon our records as of April 24, 2011, your home loan account noted above is affected by this servicing transfer.

**WHAT THIS MEANS FOR YOU**

- If you pay by check on or after July 1, 2011, please make checks payable to "Bank of America, N.A."
- Effective July 1, 2011, your monthly statements will show "Bank of America, N.A." as your loan servicer.
- We will notify property insurance carriers of this servicing transfer; however, we recommend you review the next policy renewal notice you receive after July 1, 2011, to verify that the "Mortgagee" for your policy has been updated to reflect "Bank of America, N.A." If your policy has not been updated, please contact your insurance carrier to ensure the update is made.
- Your account number will remain the same.
- The terms and conditions for your loan will not change.
- If you make automated/ACH payments or you make payments through Bank of America's or another financial institution's online banking service, continue to make payments as you do today. No actions are required on your part to accommodate this transfer.
- The customer service toll-free numbers, fax numbers and mailing addresses will remain the same.
- Online Banking access to your account will remain the same.
- Your privacy elections will not change.

**For customers discussing, applying for, or involved in any Loan Modification, Repayment Plan, Short Sale, Deed in Lieu of Foreclosure, or Foreclosure**

This servicing transfer will not impact any current discussions, applications, approved arrangements or proceedings in these areas. However, if you are currently in a repayment plan, trial modification or permanent modification, check payments made on or after July 1, 2011, should be payable to "Bank of America, N.A."

PLEASE SEE REVERSE SIDE

**Legal Notice(s)\***

As a result of this servicing transfer, we have enclosed the legal notice(s) listed just below. No action is required on your part in response to the notice(s), but we recommend you retain the notice(s) for your records:

- Real Estate Settlement Procedures Act (RESPA) Servicing Transfer Notice
- Notice to borrowers who are debtors in a current bankruptcy proceeding or approved bankruptcy plan

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**THANK YOU**

We appreciate the opportunity to serve your home loan needs. If you have any questions or need assistance regarding this servicing transfer, please call us at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.

Please Note: This letter is being sent to the address and borrower(s) listed above. If there are other borrowers on this account who receive mail at a different address than above, please share this information with them. If you have other home loan accounts affected by this servicing transfer, you will receive a separate communication for each account.

\* If an attorney represents you in connection with your Bank of America home loan, please provide your attorney a copy of this letter and any enclosed legal notice(s).

**NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS**

You are hereby notified that the servicing of your mortgage loan and the right to collect payments in connection with your loan will be/was transferred from BAC Home Loans Servicing, LP to Bank of America, N.A., effective July 1, 2011.

The transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan. Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. However, in this case, all necessary information is combined in this one notice.

**YOUR SERVICER PRIOR TO JULY 1, 2011:**

Your servicer prior to July 1, 2011: BAC Home Loans Servicing, LP. If you have any questions relating to the transfer of servicing from this servicer, please call Bank of America Customer Service toll-free at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday. Your call may be monitored or recorded to ensure quality service.

**YOUR SERVICER ON AND AFTER JULY 1, 2011:**

Your new servicer on and after July 1, 2011: Bank of America, N.A. The business address for Bank of America, N.A. for purposes of your mortgage loan is: 450 American Street, Simi Valley, CA 93065-6285. Below is the information on how to contact and make payments to Bank of America, N.A.

**Toll-free Number**

The toll-free telephone number of Bank of America, N.A. is 1.877.488.7812. If you have any questions relating to the transfer of servicing to your new servicer, please call Bank of America Customer Service at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday. Please have your account number ready whenever you call. Your call may be monitored or recorded to ensure quality service.

**Address for Correspondence (other than payments)**

The address to send written correspondence to Bank of America, N.A. (other than payments) is:

Bank of America, N.A.  
Customer Service Correspondence  
CA6-919-01-41  
P.O. Box 5170  
Simi Valley, CA 93062-5170

Please include your loan number on all written correspondence you send to Bank of America, N.A.

**Address for Mailed Payments**

This transfer does not change the mailing address to send your payments. Please continue to send your payments to Bank of America, N.A. at the mailing address indicated on your monthly statements and/or coupons. Please write your loan number on all checks, cashier checks and other payments sent to Bank of America, N.A.

**INFORMATION CONCERNING YOUR PAYMENTS AND OPTIONAL INSURANCE:**

The date that BAC Home Loans Servicing, LP no longer accepts payments from you is June 30, 2011. The date that Bank of America, N.A. begins accepting payments from you is July 1, 2011. Send all payments due on or after that date to Bank of America, N.A.

Optional insurance, such as life and disability insurance coverage, will continue without interruption. If, for some reason, your current coverage cannot be continued by Bank of America, N.A., you will be given separate notice and offered other alternatives without interruption in your coverage.

**ADDITIONAL RIGHTS UNDER THE REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)**

We want to make you aware of certain rights you have under RESPA. A summary is provided on the back of this notice.

**SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION**

**ABOUT YOUR RIGHTS UNDER RESPA**

You should be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgement within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding Bank of America, N.A.'s servicing of your loan, it must be sent to the following address:

Bank of America, N.A.  
Customer Service Correspondence  
CA6-919-01-41  
P.O. Box 5170  
Simi Valley, CA 93062-5170

No later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business-Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of the Section. You should seek legal advice if you believe your rights have been violated.

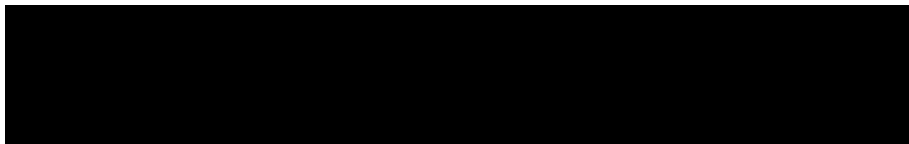
**SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION**



MIN: [REDACTED]

Loan Number: [REDACTED] 8613

**InterestOnly ADJUSTABLE RATE NOTE**  
(One-Year **LIBOR** Index (As Published in *The Wall Street Journal*) - Rate Caps)

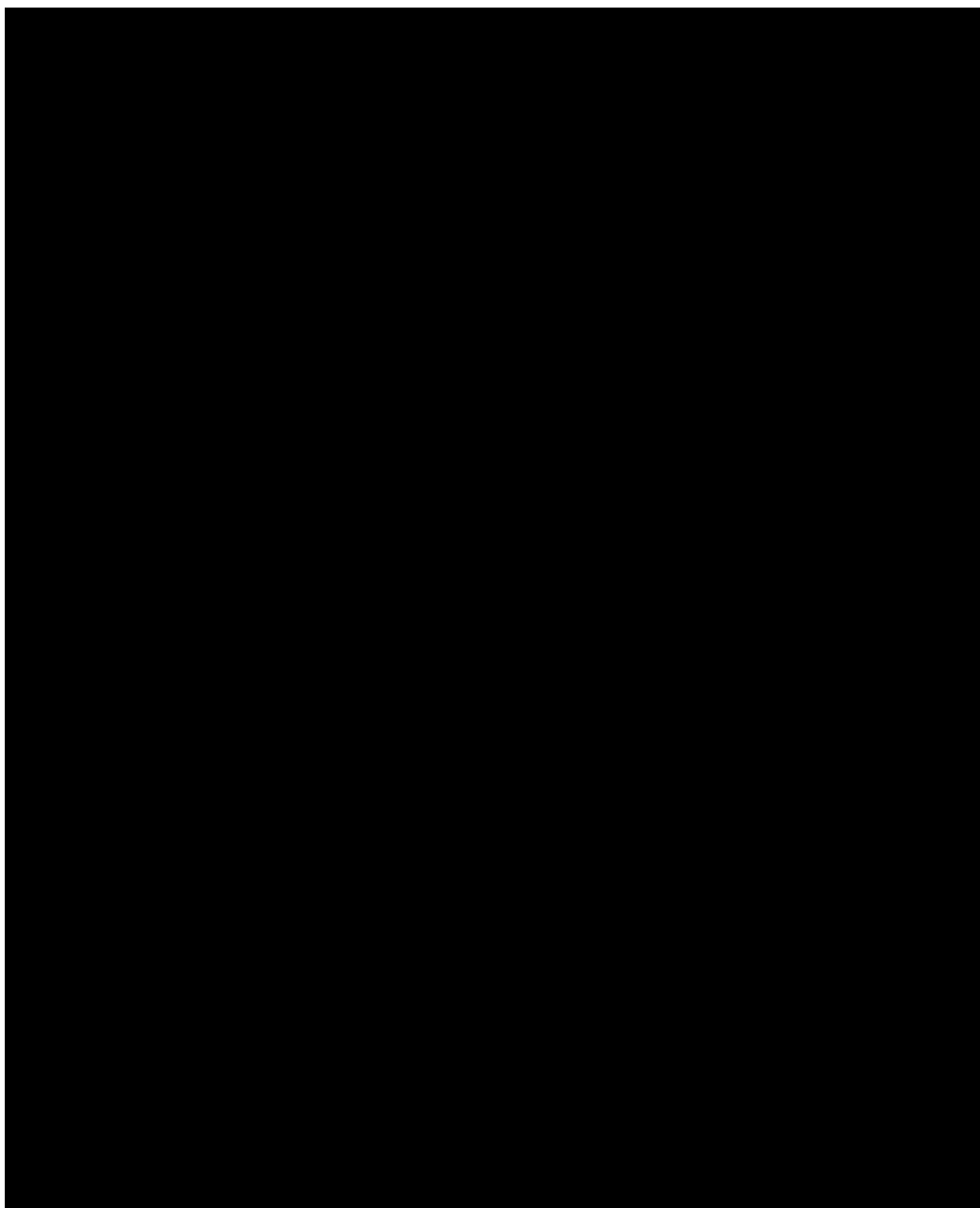


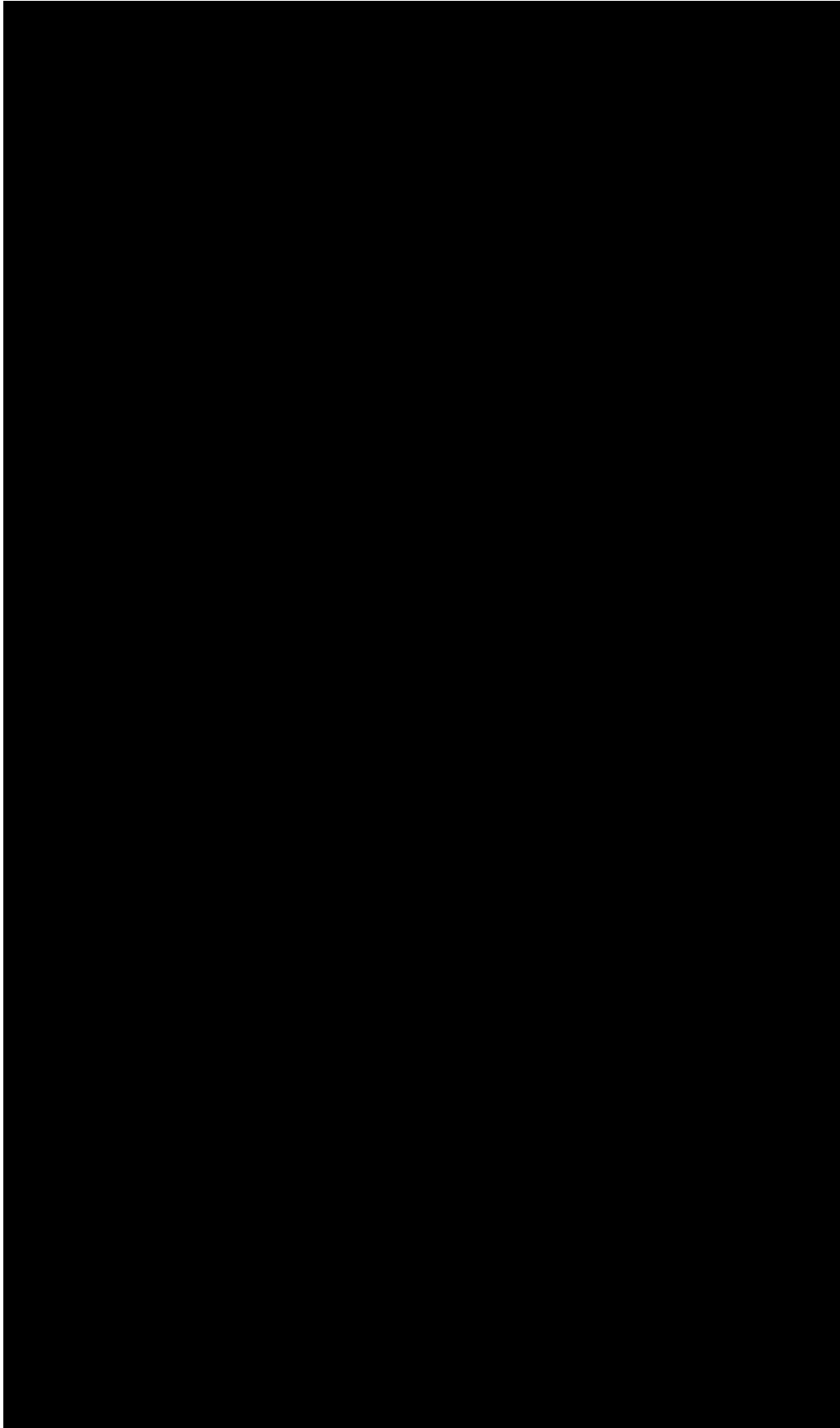
JULY 6, 2005  
[Date]

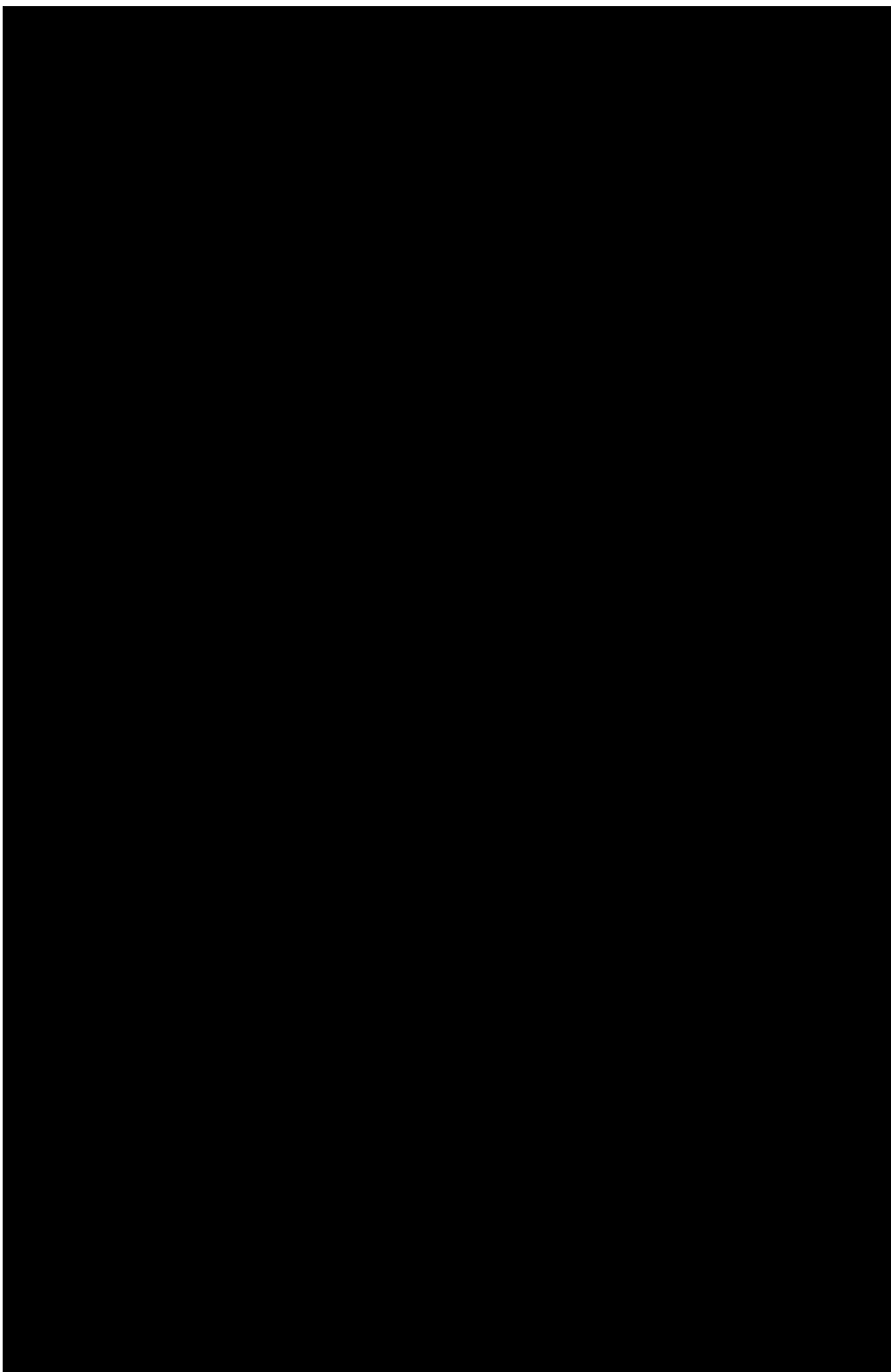
LAS VEGAS  
[City]

NEVADA  
[State]

668 MOONLIGHT STROLL STREET, HENDERSON, NEVADA 89015  
[Property Address]



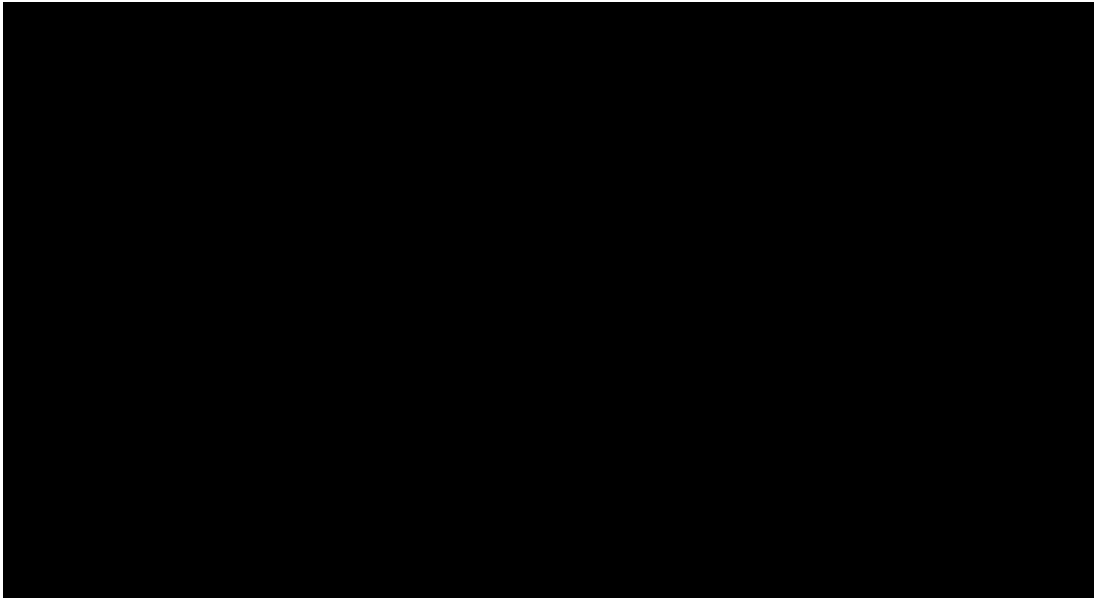




Conv  
● MULTISTATE InterestOnly ADJUSTABLE RATE NOTE - ONE YEAR LIBOR INDEX  
FE-4265 (0311)

Page 3 of 4

Initials 



PAY TO THE ORDER OF  
COUNTRYWIDE HOME LOANS INC.  
WITHOUT RECOURSE  
COUNTRYWIDE DOCUMENT CUSTODY SERVICES,  
A DIVISION OF TREASURY BANK, NA  
BY *Laurie Meder*  
LAURIE MEDER  
VICE PRESIDENT

PAY TO THE ORDER OF  
\_\_\_\_\_  
WITHOUT RECOURSE  
COUNTRYWIDE HOME LOANS, INC.  
BY *David A. Spector*  
David A. Spector  
Managing Director

# EXHIBIT D

# EXHIBIT D

AKERMAN LLP

1160 TOWN CENTER DRIVE, SUITE 330  
LAS VEGAS, NEVADA 89144  
TEL.: (702) 634-5000 – FAX: (702) 380-8572

MELANIE D. MORGAN, ESQ.  
Nevada Bar No. 8215  
TENESA S. SCATURRO, ESQ.  
Nevada Bar No. 12488  
AKERMAN LLP  
1160 Town Center Drive, Suite 330  
Las Vegas, Nevada 89144  
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Facsimile: (702) 380-8572  
Email: melanie.morgan@akerman.com  
Email: tenesa.scaturro@akerman.com

*Attorneys for Countrywide Home Loans, Inc. and  
Nationstar Mortgage, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

IGNACIO GUTIERREZ, an individual,  
Plaintiff,  
v.

SFR INVESTMENTS POOL 1, LLC; NEVADA  
ASSOCIATION SERVICES, INC., HORIZON  
HEIGHTS HOMEOWNERS ASSOCIATION, KB  
HOME MORTGAGE COMPANY, a foreign  
corporation, DOE Individuals I through X; ROE  
Corporations and Organizations I through X,

Defendants.

SFR INVESTMENTS POOL 1, LLC, Nevada  
limited liability company,

Counter-Claimant and Third Party Plaintiff,

v.

IGNACIO GUTIERREZ, an individual;  
NATIONSTAR MORTGAGE, LLC, a Delaware  
limited liability company; COUNTRYWIDE  
HOME LOANS, INC., a foreign corporation;  
DOES I-X; AND ROES 1-10, inclusive,

Counter-Defendant and Third Party Defendants

Case No.: A-13-684715-C  
Dept.: XVII

**SIXTH SUPPLEMENT TO INITIAL  
DISCLOSURE OF DOCUMENTS AND  
WITNESSES**

Nationstar Mortgage LLC hereby makes the following Sixth Supplement to Initial  
Disclosures of documents and witnesses pursuant to NRCP 16.1. (**All newly identified information  
is in bold herein**).

1    **I.    LIST OF WITNESSES**

2            The following persons are known or reasonably believed to have knowledge of facts relevant  
3 to the allegations of any pleading filed by any party to this action, including persons having  
4 knowledge of rebuttal or impeachment evidence:

- 5            1.        Corporate Representative for Nationstar Mortgage, LLC  
6                      c/o AKERMAN LLP  
7                      1160 Town Center Drive, Suite 330  
8                      Las Vegas, Nevada 89144  
9                      Telephone:    (702) 634-5000

10           This witness will testify regarding relevant facts and information relating to the third-party  
11 defendants' lien on the subject property and Freddie Mac's ownership.

- 12           2.        Corporate Representative for Bank of America, NA  
13                      c/o AKERMAN LLP  
14                      1160 Town Center Drive, Suite 330  
15                      Las Vegas, Nevada 89144  
16                      Telephone:    (702) 634-5000

17           This witness will testify regarding relevant facts and information relating to the third-party  
18 defendants' lien on the subject property

- 19           3.        Kathrine Appell, and/or other Corporate Representative for  
20                      Horizon Heights HOA  
21                      c/o THE LAW OFFICES OF DAVID M. JONES  
22                      7455 Arroyo Crossing Parkway, Suite 200  
23                      Las Vegas, NV 89113

24           This witness is expected to testify regarding relevant facts and information relating to the  
25 non-judicial foreclosure sale relevant to this litigation.

- 26           4.        Susan Moses, Christopher Yergensen, David Stone and/or other Corporate  
27                      Representative for Nevada Association Services, Inc.  
28                      6224 W. Desert Inn Road, Suite A  
29                      Las Vegas, Nevada 89146  
30                      Telephone:    (702) 804-8885

31           This witness is expected to testify regarding relevant facts and information relating to the  
32 non-judicial foreclosure sale relevant to this litigation.

- 33           5.        Elissa Hollander  
34                      c/o Nevada Association Services, Inc.  
35                      6224 W. Desert Inn Road, Suite A  
36                      Las Vegas, Nevada 89146  
37                      Telephone:    (702) 804-8885

1 This witness is expected to testify regarding relevant facts and information relating to the  
2 non-judicial foreclosure sale relevant to this litigation.

- 3 6. Autumn Fesel  
4 c/o Nevada Association Services, Inc.  
5 6224 W. Desert Inn Road, Suite A  
6 Las Vegas, Nevada 89146  
7 Telephone: (702) 804-8885

8 This witness is expected to testify regarding relevant facts and information relating to the  
9 non-judicial foreclosure sale relevant to this litigation

- 10 7. Ignacio Gutierrez  
11 P. Sterling Kerr, Esq.  
12 LAW OFFICES OF P. STERLING KERR  
13 2450 St. Rose Parkway, Suite 120  
14 Henderson, NV 89074

15 This witness is expected to testify regarding the allegations asserted in the complaint/third  
16 party complaint.

- 17 8. Paulina Kelso, Christopher Hardin, and/or other Corporate Representative  
18 for SFR Investments Pool 1, LLC  
19 c/o Kim Gilbert Ebron  
20 7625 Dean Martin Drive, Suite 110  
21 Las Vegas, NV 89139

22 This witness is expected to testify regarding the allegations asserted in the complaint/third  
23 party complaint.

- 24 9. Custodian of Records for FirstService Residential  
25 c/o CSC Services of Nevada, Inc.  
26 2215-B Renaissance Drive  
27 Las Vegas, Nevada 89119

28 This witness is expected to testify concerning the Purchase and Sale Agreement between  
White Lake Ranch Association, Inc. and SFR Investments Pool 1, LLC.

10. Custodian of Records or other representative for  
White Lake Ranch Association, Inc.  
c/o FirstService Residential Nevada, LLC  
8290 Arville Street  
Las Vegas, Nevada 89139

This witness is expected to testify concerning the Purchase and Sale Agreement between  
White Lake Ranch Association, Inc. and SFR Investments Pool 1, LLC.



- 1  
2 11. Robert Diamond  
3 1468 Dragon Rock Drive  
4 Henderson, Nevada 89052

5 Mr. Diamond is expected to testify regarding relevant facts and information relating to the  
6 HOA's non-judicial foreclosure sale relevant to this litigation, as well as his relationship and  
7 involvement with SFR Investments Pool 1, LLC.

- 8 12. Corporate Representative for Federal Home Loan Mortgage Corporation  
9 (Freddie Mac)  
10 8200 Jones Branch Drive  
11 McLean, VA 22102-3110

12 This witness is expected to testify concerning his/her knowledge of the facts and  
13 circumstances arising in connection with this lawsuit. In particular, Freddie Mac is expected  
14 to testify as to its ownership of the subject loan and Nationstar's servicing of the loan.

15 Discovery is ongoing, and Nationstar reserves the right to supplement this disclosure as more  
16 persons with knowledge of information relevant to this litigation become known.

17 **II. DOCUMENTS**

18 Nationstar discloses the following documents. Any redacted portions of these documents  
19 contain information such as dates of birth, banking information, and social security number.

| <b><u>BATES NUMBER</u></b> | <b><u>DOCUMENT</u></b>      |
|----------------------------|-----------------------------|
| NSM00001-<br>NSM00002      | Notice of Completion        |
| NSM00003-<br>NSM00012      | Grant Bargain Sale Deed     |
| NSM00013-<br>NSM00035      | Deed of Trust               |
| NSM00036-<br>NSM00043      | Deed of Trust               |
| NSM00044-<br>NSM00047      | Grant Bargain Sale Deed     |
| NSM00048                   | Assignment                  |
| NSM00049                   | Assignment                  |
| NSM00050-<br>NSM00051      | Assignment of Deed of Trust |
| NSM00052                   | Notice of Lien (HOA)        |
| NSM00053-<br>NSM00054      | Notice of Default (HOA)     |
| NSM00055                   | Assignment of Deed of Trust |

| <b>BATES NUMBER</b>               | <b>DOCUMENT</b>  |
|-----------------------------------|--|
| NSM00056                          | Substitution of Trustee  |
| NSM00057-<br>NSM00082             | Deed of Trust  |
| NSM00083                          | Deed of Trust  |
| NSM00084-<br>NSM00093             | Deed of Trust  |
| NSM00094-<br>NSM00095             | Notice of Foreclosure Sale   |
| NSM00096-<br>NSM00098             | Foreclosure Deed   |
| NSM00099-<br>NSM00101             | Notice of Lis Pendens  |
| NAS000001 –<br>NAS000173          | Documents produced responsive to subpoena duces tecum. served upon by Nevada Association Services, Inc.  |
| LUBAWY 000001-<br>LUBAWY 000027   | Expert Report of Matthew Lubawy, Valbridge Property Advisors  Lubawy & Associates, Inc. previously produced by Third-Party Defendants Nationstar Mortgage, LLC and Bank of America, N.A.'s in their Disclosure of Expert Witness dated May 14, 2015. |
| HORIZON 000001-<br>HORIZON 000404 | Documents produced responsive to Subpoena Duces Tecum served upon Horizon Heights Homeowners Association on July 22, 2015.   |
| NSM00102-<br>NSM00153             | Funding Report   |
| NSM00154-<br>NSM00175             | Current sections of the Freddie Mac Single Family Seller/Servicing Guide   |
| NSM00176-<br>NSM00214             | Sections of the Freddie Mac Single Family Seller/Servicing Guide in effect at the time of the HOA foreclosure sale   |
| NSM00215-<br>NSM00215             | TOS Summary Report   |
| NSM00216-<br>NSM00216             | Securities and Pool Information  |
| NSM00217-<br>NSM00221             | Mortgage Payment History Report  |
| NSM00222-<br>NSM00223             | MIDAS Report   |
| NSM00224-<br>NSM00225             | Letter from Nevada Association Services, Inc. dated November 19, 2010  |
| NSM00226-<br>NSM00226             | Affidavit of Custodian of Records of Nevada Association Services, Inc. in Rick Salomon vs. Tam A. Dao, Case No. A-13-675213-C  |
| NSM00227-<br>NSM00372             | Portion of Bench Trial Transcript in TRP Fund IV, LLC v. Bank of America, N.A., Case No. A-14-695770-C   |
| NSM00373-<br>NSM00427             | Deposition of David Stone in Bank of America, N.A. v. One Queensridge Place Homeowner's Association, Inc., Case No. 2:13-CV-01221-GMN-NJK  |
| NSM00428-<br>NSM00428             | Certificate of Custodian of Records of White Lake Ranch Association  |
| NSM00429-<br>NSM00432             | Purchase and Sale Agreement between White Lake Ranch Association and SFR Investments Pool 1, LLC   |
| NSM00433-<br>NSM00433             | Letter from Michael H. Singer, Ltd. to Akerman LLP dated March 18, 2016  |
| NSM00434-<br>NSM00472             | Deposition of Robert W. Diamond in SFR Investments Pool 1, LLC v. First Horizon Home Loans, a division of First Tennessee Bank, N.A., Case No. A-13-685826-C   |

| <b><u>BATES NUMBER</u></b> | <b><u>DOCUMENT</u></b>   |
|----------------------------|--|
| NSM00473-<br>NSM00474      | MERS online min summary  |
| NSM00475                   | Nationstar servicer screenshot                                   |
| NSM00476-<br>NSM00495      | First American Commitment for Title Insurance                    |
| NSM00496-<br>NSM00505      | Correspondence   |
| NSM00506-<br>NSM00509      | Adjustable Rate Note   |
|                            | Payoff statement (to be produced upon entry of protective order) |

Nationstar reserves the right to rely on any document produced by any other party to this litigation, and to supplement their disclosures as further documents become available through discovery.

### **III. COMPUTATION OF DAMAGES**

Nationstar's damages are the unpaid balance of the loan, which is currently in excess of \$217,000. Nationstar specifically reserves the right to supplement this disclosure to add relevant information, if subsequent information and investigation so warrant. Nationstar also claims attorneys' fees as damages.

### **IV. INSURANCE AGREEMENTS**

Nationstar is not aware of any insurance agreements at this time, and specifically reserves the right to supplement this disclosure to add relevant information, if subsequent information and investigation so warrant.

DATED this 29th day of November, 2017.

**AKERMAN LLP**

/s/Tenesa S. Scaturro

MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

TENESA S. SCATURRO, ESQ.

Nevada Bar No. 12488

1160 Town Center Drive, Suite 330  
Las Vegas, Nevada 89144

*Attorneys for Nationstar Mortgage, LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 29<sup>th</sup> day of November, 2017 I caused to be served a true and correct copy of foregoing **SIXTH SUPPLEMENT TO INITIAL DISCLOSURE OF DOCUMENTS AND WITNESSES**, in the following manner:

**(ELECTRONIC SERVICE)** Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

P. Sterling Kerr, Esq.  
LAW OFFICES OF P. STERLING KERR  
2450 St. Rose Parkway, Suite 120  
Henderson, NV 89074

*Attorneys for Plaintiff and Counter Defendant*

Richard J. Vilkin, Esq.  
LAW OFFICES OF RICHARD J. VILKIN, P.C.  
1286 Crimson Sage Ave.  
Henderson, NV 89012

*Attorneys for Defendant and Counterclaimant  
Nevada Association Services, Inc.*

Howard C. Kim, Esq.  
Diana S. Cline, Esq.  
HOWARD KIM & ASSOCIATES  
400 N. Stephanie Street, Suite 160  
Henderson, NV 89014

*Attorneys for Defendant and Counterclaimant  
Nevada Association Services, Inc.*

**(UNITED STATES MAIL)** By depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed below at their last-known mailing addresses, on the date above written:

Anthony L. Ashby, Esq.  
THE LAW OFFICES OF DAVID M. JONES  
7455 Arroyo Crossing Parkway, Suite 200  
Las Vegas, NV 89113

*Attorney for Defendant Horizon Heights HOA*

/s/Jill Sallade

An employee of AKERMAN LLP

# EXHIBIT E

# EXHIBIT E

**SUBPOENA/SUBPOENA DUCES TECUM  
TO PERSON UNDER FOREIGN SUBPOENA**

File No Cm 2020-263

Commonwealth of Virginia VA CODE §§ 8.01-412.8—8.01-412.15; Rule 4:9

Fairfax

Circuit Court

4110 Chain Bridge Road; Fairfax, Virginia 22030

ADDRESS OF COURT

Ignacio Gutierrez

v./In re: SFR Investments Pool 1, LLC, et al.

**TO THE PERSON AUTHORIZED BY LAW TO SERVE THIS PROCESS:**

You are commanded to summon

Federal Home Loan Mortgage Corporation a/k/a Freddie Mac

NAME

8200 Jones Branch Drive

STREET ADDRESS

McLean, Virginia 22102-3107

CITY

STATE

ZIP

**TO THE PERSON SUMMONED:** You are commanded to

☒ attend and give testimony at a deposition

☐ produce the books, documents, records, electronically stored information, and tangible things designated and described below

FILED  
CIVIL INTAKE  
2020 JUN -4 P 1:00  
JOHN T. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

at \_\_\_\_\_ at \_\_\_\_\_ ;  
LOCATION DATE AND TIME

and to permit inspection and copying by the requesting party or someone acting in his or her behalf of the designated items in your possession, custody or control

☐ permit inspection of the premises

at the following location

Planet Depos, LLC; 8270 Greensboro Drive, Suite 110; McLean, Virginia 22102-4908

LOCATION

on Monday, 07/13/20 at 12:00 PM EDT

DATE AND TIME

This subpoena is issued upon the request of the party named below

SFR Investments Pool 1, LLC c/o Kim Gilbert Ebron

NAME OF REQUESTING PARTY

7625 Dean Martin Drive, Suite 110

STREET ADDRESS

Las Vegas, Nevada 89139-5974 (702) 485-3300

CITY

STATE

ZIP

TELEPHONE NUMBER

1

The requesting party has submitted to this Clerk's Office the foreign subpoena, copy attached, the terms of which are incorporated herein, and the written statement required by Virginia Code § 8.01-412.10.

The names, addresses and telephone numbers of all counsel of record in the proceeding to which the subpoena relates and of parties not represented by counsel are provided ☒ below ☐ on attached list.

June 5<sup>th</sup>, 2020  
DATE ISSUED

CM 1020-263  
**JOHN T. FREY, CLERK**

by Christine M. Dillon  
CLERK  
DEPUTY CLERK

Diana S. Ebron, Esq. of Kim Gilbert Ebron

NAME OF ATTORNEY FOR REQUESTING PARTY

7625 Dean Martin Drive, Suite 110

OFFICE ADDRESS

Las Vegas, Nevada 89139-5974

OFFICE ADDRESS

10580

BAR NUMBER

(702) 485-3300

Nevada

LICENSING STATE

TELEPHONE NUMBER OF ATTORNEY

(702) 485-3301

FACSIMILE NUMBER OF ATTORNEY

Darren T. Brenner, Esq. of Akerman LLP

NAME

1635 Village Center Circle, Suite 200

STREET ADDRESS

Las Vegas, Nevada 89134-6375

STREET ADDRESS

8386

BAR NUMBER

(702) 634-5000

Nevada

LICENSING STATE

TELEPHONE NUMBER

(702) 380-8572

FACSIMILE NUMBER

Richard J. Vilkin, Esq. of Colman Law Group

NAME

3960 Howard Hughes Parkway, Suite 507B

STREET ADDRESS

Las Vegas, Nevada 89169-5972

STREET ADDRESS

8301

BAR NUMBER

(702) 990-3596

Nevada

LICENSING STATE

TELEPHONE NUMBER

FACSIMILE NUMBER

Preston Sterling Kerr, Esq.

NAME

2450 Saint Rose Parkway, Suite 120

STREET ADDRESS

Henderson, Nevada 89074-7770

STREET ADDRESS

3978

BAR NUMBER

(702) 451-2055

Nevada

LICENSING STATE

TELEPHONE NUMBER

FACSIMILE NUMBER

**RETURN OF SERVICE** (see page three of this form)



Cm702-263

☐ This SUBPOENA/SUBPOENA DUCES TECUM TO PERSON UNDER FOREIGN SUBPOENA is being served by a private process server who must provide proof of service in accordance with Va. Code § 8.01-325.

**TO the person authorized to serve this process:** Upon execution, the return of this process shall be made to the Clerk of Court.

|  |                          |
|--|--------------------------|
| NAME: <u>Federal Home Loan Mortgage Corporation aka Freddie MAC</u>  |                          |
| ADDRESS: <u>8200 Jones Branch Drive</u><br><u>McLean, Virginia 22102</u>   |                          |
| <input type="checkbox"/> PERSONAL SERVICE  | Tel. _____<br>No. _____  |
| Being unable to make personal service, a copy was delivered in the following manner:   |                          |
| <input type="checkbox"/> Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above:<br><br>_____ |                          |
| <input type="checkbox"/> Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)   |                          |
| <input type="checkbox"/> not found   | _____, Sheriff           |
| DATE _____   | by _____, Deputy Sheriff |

JOHN T. FREY, CLERK  
FAIRFAX COUNTY CIRCUIT COURT  
4110 CHAIN BRIDGE ROAD  
FAIRFAX, VIRGINIA 22030



FILED  
CIVIL INTAKE  
2020 JUN -4 P 1:00  
JOHN T. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

**DSUB**

DIANA S. EBRON, ESQ.  
Nevada Bar No. 10580  
E-Mail: diana@kgelegal.com  
JACQUELINE A. GILBERT, ESQ.  
Nevada Bar No. 10593  
E-Mail: jackie@kgelegal.com  
KAREN L. HANKS, ESQ.  
Nevada Bar No. 9578  
E-Mail: karen@kgelegal.com  
KIM GILBERT EBRON  
7625 Dean Martin Drive, Suite 110  
Las Vegas, Nevada 89139-5974  
Telephone: (702) 485-3300  
Facsimile: (702) 485-3301  
*Attorney for Defendant/Counterclaimant/Third-Party Plaintiff,  
SFR Investments Pool 1, LLC*

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

**IN AND FOR THE COUNTY OF CLARK**

IGNACIO GUTIERREZ, an individual,  
  
Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC;  
NEVADA ASSOCIATION SERVICES, INC.;  
HORIZON HEIGHTS HOMEOWNERS  
ASSOCIATION; KB HOME MORTGAGE  
COMPANY, a foreign corporation; DOE  
Individuals I through X; ROE Corporations  
and Organizations I through X,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a  
Nevada limited liability company,

Counterclaimant/  
Third-Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;  
NATIONSTAR MORTGAGE, LLC, a  
Delaware limited liability company;  
COUNTRYWIDE HOME LOANS, INC., a  
foreign corporation; DOES I-X; and ROES 1-  
10, inclusive,

Case No.: A-13-684715-C  
Dept. No.: XVIII

**SUBPOENA FOR RULE 30(b)(6)  
DEPOSITION OF FEDERAL HOME  
LOAN MORTGAGE CORPORATION  
A/K/A FREDDIE MAC**

**Date: Monday, July 13, 2020  
Time: 12:00 PM EDT**

**KIM GILBERT EBRON**  
7625 DEAN MARTIN DRIVE, SUITE 110  
LAS VEGAS, NEVADA 89139  
(702) 485-3300 FAX (702) 485-3301

Counter-Defendant/  
Third-Party Defendants.

NEVADA ASSOCIATION SERVICES, INC.,

Counterclaimant,

vs.

IGNACIO GUTIERREZ,

Counter-Defendant.

**SUBPOENA FOR RULE 30(b)(6) DEPOSITION OF  
FEDERAL HOME LOAN MORTGAGE CORPORATION A/K/A FREDDIE MAC**

**THE STATE OF NEVADA TO:**

Name: **Federal Home Loan Mortgage Corporation a/k/a Freddie Mac**  
Address: 8200 Jones Branch Drive  
McLean, Virginia 22102-3107  
Telephone: (703) 903-2000

**YOU ARE HEREBY COMMANDED**, that all and singular, business and excuses set aside, to appear for a deposition on **Monday, July 13, 2020, at 12:00 PM EDT, in the offices of Planet Depos, LLC; 8270 Greensboro Drive, Suite 110; McLean, Virginia 22102-4908<sup>1</sup>.**

Pursuant to Nevada Rule of Civil Procedure 30(b)(6), Federal Home Loan Mortgage Corporation a/k/a Freddie Mac ("Freddie Mac") is required to designate one or more of its officers, directors, managing agents, commissioners, employers, or other persons most knowledgeable who consent to testify on its behalf with respect to the topics set forth in **Exhibit A**, attached hereto.

The deposition will be taken before a certified court reporter, notary public, or other officer duly authorized by law to administer oaths at the place where the deposition is to be held, and will be conducted pursuant to the provisions of the Nevada Rules of Civil Procedure for the purpose of discovery, use as evidence at any trial or hearing, and any other purposes allowed by law. The deposition will be recorded by stenographic means, and may also be recorded by

<sup>1</sup> Please contact counsel for SFR Investments Pool 1, LLC ("SFR") to arrange for another date/time within the discovery period, if necessary. Counsel for SFR is amenable to conducting this deposition via video-conferencing if facilities are provided by Freddie Mac. Please contact SFR's counsel to provide locations for video-conferencing, if desired.

**KIM GILBERT EBRON**  
7625 DEAN MARTIN DRIVE, SUITE 110  
LAS VEGAS, NEVADA 89139  
(702) 485-3300 FAX (702) 485-3301

1 sound-and-visual videography.

2 If you fail to appear, you will be deemed guilty of contempt of Court and liable to pay all  
3 losses and damages caused by your failure to appear. Please see the attached **Exhibit B** for  
4 information regarding your rights and responsibilities relating to this Subpoena.

5  
6 DATED this 2nd day of June, 2020.

7 **KIM GILBERT EBRON**

8  
9 By: /s/ Diana S. Ebron

10 DIANA S. EBRON, ESQ.  
11 Nevada Bar No. 10580  
12 E-Mail: diana@kgelegal.com  
13 JACQUELINE A. GILBERT, ESQ.  
14 Nevada Bar No. 10593  
15 E-Mail: jackie@kgelegal.com  
16 KAREN L. HANKS, ESQ.  
17 Nevada Bar No. 9578  
18 E-Mail: karen@kgelegal.com  
19 KIM GILBERT EBRON  
20 7625 Dean Martin Drive, Suite 110  
21 Las Vegas, Nevada 89139-5974  
22 Telephone: (702) 485-3300  
23 Facsimile: (702) 485-3301  
24 *Attorney for Defendant/Counterclaimant/  
25 Third-Party Plaintiff,  
26 SFR Investments Pool 1, LLC*  
27  
28



This is a Deluxe echeck. The PAY TO THE ORDER OF line designates the Payee. For questions, call Deluxe Payment Exchange customer support at 877-333-6964.

Wells Fargo Bank Na  
(Nevada)

Fifty and 00/100

Federal Home Loan Mortgage Corp.

\$50.00

Void after 90 days

Date 06/11/2020

**373**

Las Vegas, NV 89170  
P.O. Box 72065  
72065

Official eCheck

Cut along this line

**Need help?** Visit [eChecks.com](http://eChecks.com) or call 877-333-6964

**Does your financial institution have questions about this check?**

- This check was printed from an authorized check record. It is not a Check 21 Image Replacement Document.
- To confirm this check was issued by the account holder and details (pay to, amount, routing/account number) remain unmodified, the item's authenticity can be verified using the Deluxe Inc. Check Verification service at <https://echecks.com/verify>.

**Questions?** Visit [eChecks.com](http://eChecks.com) or call 877-333-6964

Are you a business? To save time, money, and resources, make payments using Deluxe Payment Exchange. Call 877-333-6964 to get started today!

**Issued date:** 06/11/2020

**Check number:** VV373

**From:** LPS

**Amount:** \$50.00

**Payable to:** Federal Home Loan Mortgag...

**Delivery email:** [CONTACT@LPSNV.COM](mailto:CONTACT@LPSNV.COM)

**Memo:** WF #2004718

**Documents:** Yes - see Remittance below

deluxe. PAYMENT EXCHANGE

JA 2545

**SUBPOENA/SUBPOENA DUCES TECUM  
TO PERSON UNDER FOREIGN SUBPOENA**

File No.

*Cm 2020-2603*

Commonwealth of Virginia VA CODE §§ 8.01-412.8—8.01-412.15; Rule 4:9

Fairfax

Circuit Court

4110 Chain Bridge Road; Fairfax, Virginia 22030

ADDRESS OF COURT

Ignacio Gutierrez

v./In re: SFR Investments Pool 1, LLC, et al.

**TO THE PERSON AUTHORIZED BY LAW TO SERVE THIS PROCESS:**

You are commanded to summon

Federal Home Loan Mortgage Corporation a/k/a Freddie Mac

NAME

8200 Jones Branch Drive

STREET ADDRESS

McLean, Virginia 22102-3107

CITY

STATE

ZIP

**TO THE PERSON SUMMONED:** You are commanded to

☐ attend and give testimony at a deposition

☒ produce the books, documents, records, electronically stored information, and tangible things designated and described below

all items listed in Exhibit A, attached hereto, to be produced at your office located

FILED  
CIVIL INTAKE  
2020 JUN -14 P 1:00  
JOHN P. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

at 8200 Jones Branch Drive; McLean, Virginia 22102-3107

at

LOCATION

Wed., 07/08/20 at 12:00 PM EDT

at

DATE AND TIME

and to permit inspection and copying by the requesting party or someone acting in his or her behalf of the designated items in your possession, custody or control

☐ permit inspection of the premises

at the following location

LOCATION

on

DATE AND TIME

This subpoena is issued upon the request of the party named below

SFR Investments Pool 1, LLC c/o Kim Gilbert Ebron

NAME OF REQUESTING PARTY

7625 Dean Martin Drive, Suite 110

STREET ADDRESS

Las Vegas, Nevada 89139-5974 (702) 485-3300

CITY

STATE

ZIP

TELEPHONE NUMBER



Cm 1020-263

The requesting party has submitted to this Clerk's Office the foreign subpoena, copy attached, the terms of which are incorporated herein, and the written statement required by Virginia Code § 8.01-412.10.

The names, addresses and telephone numbers of all counsel of record in the proceeding to which the subpoena relates and of parties not represented by counsel are provided ☒ below ☐ on attached list.

*June 9th, 2020*  
DATE ISSUED

**JOHN T. FREY, CLERK**

by *Christine M. Dillon*  
CLERK  
DEPUTY CLERK

Diana S. Ebron, Esq. of Kim Gilbert Ebron

NAME OF ATTORNEY FOR REQUESTING PARTY

7625 Dean Martin Drive, Suite 110

OFFICE ADDRESS

Las Vegas, Nevada 89139-5974

OFFICE ADDRESS

10580

BAR NUMBER

(702) 485-3300

TELEPHONE NUMBER OF ATTORNEY

(702) 485-3301

FACSIMILE NUMBER OF ATTORNEY

Nevada

LICENSING STATE

Darren T. Brenner, Esq. of Akerman LLP

NAME

1635 Village Center Circle, Suite 200

STREET ADDRESS

Las Vegas, Nevada 89134-6375

STREET ADDRESS

8386

BAR NUMBER

(702) 634-5000

TELEPHONE NUMBER

(702) 380-8572

FACSIMILE NUMBER

Nevada

LICENSING STATE

Richard J. Vilkin, Esq. of Colman Law Group

NAME

3960 Howard Hughes Parkway, Suite 507B

STREET ADDRESS

Las Vegas, Nevada 89169-5972

STREET ADDRESS

8301

BAR NUMBER

(702) 990-3596

TELEPHONE NUMBER

FACSIMILE NUMBER

Nevada

LICENSING STATE

Preston Sterling Kerr, Esq.

NAME

2450 Saint Rose Parkway, Suite 120

STREET ADDRESS

Henderson, Nevada 89074-7770

STREET ADDRESS

3978

BAR NUMBER

(702) 451-2055

TELEPHONE NUMBER

FACSIMILE NUMBER

Nevada

LICENSING STATE

**RETURN OF SERVICE** (see page three of this form)

Cm 1020-263

- ☐ This SUBPOENA/SUBPOENA DUCES TECUM TO PERSON UNDER FOREIGN SUBPOENA is being served by a private process server who must provide proof of service in accordance with Va. Code § 8.01-325.

**TO the person authorized to serve this process:** Upon execution, the return of this process shall be made to the Clerk of Court.

|   |                          |
|---|--------------------------|
| NAME: Federal Home Loan Mortgage Corporation  |                          |
| ADDRESS: A/K/A Freddie MAC<br>8200 Jones Branch Drive   |                          |
| <input type="checkbox"/> PERSONAL SERVICE   | Tel. No. MClean VA 22102 |
| Being unable to make personal service, a copy was delivered in the following manner:  |                          |
| <input type="checkbox"/> Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above: |                          |
| <input type="checkbox"/> Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)  |                          |
| <input type="checkbox"/> not found  | _____, Sheriff           |
| DATE _____  | by _____, Deputy Sheriff |

JOHN T. FREY, CLERK  
FAIRFAX COUNTY CIRCUIT COURT  
4110 CHAIN BRIDGE ROAD  
FAIRFAX, VIRGINIA 22030

**KIMGILBERT EBRON**  
7625 DEAN MARTIN DRIVE, SUITE 110  
LAS VEGAS, NEVADA 89139  
(702) 485-3300 FAX (702) 485-3301

**SUBP**

DIANA S. EBRON, ESQ.  
Nevada Bar No. 10580  
E-Mail: diana@kgelegal.com  
JACQUELINE A. GILBERT, ESQ.  
Nevada Bar No. 10593  
E-Mail: jackie@kgelegal.com  
KAREN L. HANKS, ESQ.  
Nevada Bar No. 9578  
E-Mail: karen@kgelegal.com  
KIM GILBERT EBRON  
7625 Dean Martin Drive, Suite 110  
Las Vegas, Nevada 89139-5974  
Telephone: (702) 485-3300  
Facsimile: (702) 485-3301  
*Attorney for Defendant/Counterclaimant/Third-Party Plaintiff,*  
*SFR Investments Pool 1, LLC*

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

**IN AND FOR THE COUNTY OF CLARK**

IGNACIO GUTIERREZ, an individual,  
  
Plaintiff,

Case No.: A-13-684715-C  
Dept. No.: XVIII

vs.

**SUBPOENA DUCES TECUM TO  
FEDERAL HOME LOAN MORTGAGE  
CORPORATION A/K/A FREDDIE MAC**

SFR INVESTMENTS POOL 1, LLC;  
NEVADA ASSOCIATION SERVICES, INC.;  
HORIZON HEIGHTS HOMEOWNERS  
ASSOCIATION; KB HOME MORTGAGE  
COMPANY, a foreign corporation; DOE  
Individuals I through X; ROE Corporations  
and Organizations I through X,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a  
Nevada limited liability company,

Counterclaimant/  
Third-Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;  
NATIONSTAR MORTGAGE, LLC, a  
Delaware limited liability company;  
COUNTRYWIDE HOME LOANS, INC., a  
foreign corporation; DOES I-X; and ROES 1-  
10, inclusive,



Counter-Defendant/  
Third-Party Defendants.

NEVADA ASSOCIATION SERVICES, INC.,

Counterclaimant,

vs.

IGNACIO GUTIERREZ,

Counter-Defendant.

**SUBPOENA DUCES TECUM TO FEDERAL HOME LOAN MORTGAGE  
CORPORATION A/K/A FREDDIE MAC**

**THE STATE OF NEVADA TO:**

Name: **Federal Home Loan Mortgage Corporation a/k/a Freddie Mac**  
Address: 8200 Jones Branch Drive  
McLean, Virginia 22102-3107  
Telephone: (703) 903-2000

**YOU ARE HEREBY COMMANDED**, that all and singular, business and excuses set aside, to produce any and all documents in your possession, custody, or control, including your work file relating to the dealings detailed in **Exhibit A**, enclosed herewith. Please mail these documents to Diana S. Ebron, Esq. of Kim Gilbert Ebron, located at 7625 Dean Martin Drive, Suite 110; Las Vegas, Nevada 89139-5974, by **Wednesday, July 8, 2020**.

**YOU ARE FURTHER ORDERED** to authenticate the business records produced, pursuant to NRS 52.260, and to provide with your production a completed Certificate of Custodian of Records in substantially the form attached as **Exhibit C**.

**CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not exceeding \$500.00 and imprisonment not exceeding twenty-five (25) days, NRS 22.100. Additionally, a witness disobeying a subpoena shall forfeit to the aggrieved party \$100.00 and all damages sustained as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195, 50.205, and 22.100(3).

///

///

**KIM GILBERT EBRON**  
7625 DEAN MARTIN DRIVE, SUITE 110  
LAS VEGAS, NEVADA 89139  
(702) 485-3300 FAX (702) 485-3301

1 Please see the attached **Exhibit B** for information regarding your rights and  
2 responsibilities relating to this Subpoena.

3  
4 DATED this 2nd day of June, 2020.

5 **KIM GILBERT EBRON**

6  
7 By: /s/ Diana S. Ebron

8 DIANA S. EBRON, ESQ.

9 Nevada Bar No. 10580

10 E-Mail: diana@kgelegal.com

11 JACQUELINE A. GILBERT, ESQ.

12 Nevada Bar No. 10593

13 E-Mail: jackie@kgelegal.com

14 KAREN L. HANKS, ESQ.

15 Nevada Bar No. 9578

16 E-Mail: karen@kgelegal.com

17 KIM GILBERT EBRON

18 7625 Dean Martin Drive, Suite 110

19 Las Vegas, Nevada 89139-5974

20 Telephone: (702) 485-3300

21 Facsimile: (702) 485-3301

22 *Attorney for Defendant/Counterclaimant/  
23 Third-Party Plaintiff,*

24 *SFR Investments Pool 1, LLC*  
25  
26  
27  
28

**EXHIBIT A**

**ITEMS TO BE PRODUCED**

YOU ARE COMMANDED to produce, at the time, date, and place set forth in the Subpoena Duces Tecum, copies of any and all information in your possession, custody, or control, or that of your attorneys, employees, agents, adjusters, investigators, or other representative(s), or is otherwise available to your, in the form of documents and electronically stored information, or permit for inspection, testing, or sampling of the material that cannot be copied relating to:

**668 Moonlight Stroll Street  
Henderson, Nevada 89002-0505  
APN: 179-31-714-036  
(the subject "Property")**

The above documentation should include, but is not limited to:

1. Any and all documents reviewed, referenced, or relied upon by the witness(es) to prepare for the topics listed in the deposition subpoena/notice.

All items produced in response to this Subpoena Duces Tecum shall be accompanied by a completed Affidavit of Custodian of Records, attached hereto as **Exhibit C**.



**EXHIBIT B**

**NEVADA RULES OF CIVIL PROCEDURE**

**Rule 45. Subpoena**

**(c) Protection of Persons Subject to Subpoena.**

(1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court that issued the subpoena must enforce this duty and may impose an appropriate sanction - which may include lost earnings and reasonable attorney fees - on a party or attorney who fails to comply.

(2) **Command to Produce Materials or Permit Inspection.**

(A) **Appearance Not Required.**

(i) A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(ii) If documents, electronically stored information, or tangible things are produced to the party that issued the subpoena without an appearance at the place of production, that party must, unless otherwise stipulated by the parties or ordered by the court, promptly copy or electronically reproduce the documents or information, photograph any tangible items not subject to copying, and serve these items on every other party. The party that issued the subpoena may also serve a statement of the reasonable cost of copying, reproducing, or photographing, which a party receiving the copies, reproductions, or photographs must promptly pay. If a party disputes the cost, then the court, on motion, must determine the reasonable cost of copying the documents or information, or photographing the tangible items.

(B) **Objections.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, or a person claiming a proprietary interest in the subpoenaed documents, information, tangible things, or premises to be inspected, may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises - or to producing electronically stored information in the form or forms requested. The person making the objection must serve it before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made:

(i) the party serving the subpoena is not entitled to inspect, copy, test, or sample the materials or tangible things or to inspect the premises except by order of the court that issued the subpoena;

(ii) on notice to the parties, the objecting person, and the person commanded to produce or permit inspection, the party serving the subpoena may move the court that issued the subpoena for an order compelling production or inspection; and

(iii) if the court enters an order compelling production or inspection, the order must protect the person commanded to produce or permit inspection from significant expense resulting from compliance.

(3) **Quashing or Modifying a Subpoena.**

(A) **When Required.** On timely motion, the court that issued a subpoena must quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance;

(ii) requires a person to travel to a place more than 100 miles from the place where that person resides, is employed, or regularly transacts business in person, unless the person is commanded to attend trial within Nevada;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to an undue burden.

(B) **When Permitted.** On timely motion, the court that issued a subpoena may quash or modify the subpoena if it requires disclosing:



(i) a trade secret or other confidential research, development, or commercial information; or

(ii) an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) **Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order an appearance or production under specified conditions if the party serving the subpoena:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) **Duties in Responding to a Subpoena.**

(1) **Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) **Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) **Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) **Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

(D) **Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) **Claiming Privilege or Protection.**

(A) **Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) **Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) **Contempt; Costs.** Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court that issued the subpoena. In connection with a motion for a protective order brought under Rule 26(c), a motion to compel brought under Rule 45(c)(2)(B), or a motion to quash or modify the subpoena brought under Rule 45(c)(3), the court may consider the provisions of Rule 37(a)(5) in awarding the prevailing person reasonable expenses incurred in making or opposing the motion.

KIMGILBERT EBRON  
7625 DEAN MARTIN DRIVE, SUITE 110  
LAS VEGAS, NEVADA 89139  
(702) 485-3300 FAX (702) 485-3301

EXHIBIT C

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF VIRGINIA     )  
                                  ) ss:  
COUNTY OF FAIRFAX    )

COMES NOW, Affiant, who after being duly sworn, deposes and says:

1. That Affiant is the Custodian of Records for Federal Home Loan Mortgage Corporation a/k/a Freddie Mac, and in such capacity, is the Custodian of Records of the documents produced.

2. That Affiant was served with a Subpoena Duces Tecum in the matter of *Ignacio Gutierrez v. SFR Investments Pool 1, LLC, et al.* (Case No. A-13-684715-C) calling for the production of records regarding the real property located at 668 Moonlight Stroll Street; Henderson, Nevada 89002-0505; APN: 179-31-714-036, as listed in **Exhibit A**.

3. That the Custodian of Records has examined the originals of those records and has made or caused to be made a true and correct copy of those records and that the reproduction of them attached hereto is true and complete.

4. That the originals of those records supplied are and were maintained and duly relied upon in the normal course and scope of the business.

5. Affiant declares under penalty of perjury that the foregoing is true and correct.

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**KIM GILBERT EBRON**  
7625 DEAN MARTIN DRIVE, SUITE 110  
LAS VEGAS, NEVADA 89139  
(702) 485-3300 FAX (702) 485-3301

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**IF NO RECORDS, INITIAL NO. 1 BELOW AND SIGN:**

1. \_\_\_\_\_ I hereby declare under penalty of perjury that a thorough search of our records has been conducted and to the best of my knowledge there are no records for the above referenced real property.

SUBSCRIBED AND SWORN before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Affiant, Custodian of Records [*Print Name*]

\_\_\_\_\_  
Notary Public, in and for said  
County and State.

\_\_\_\_\_  
Affiant, Custodian of Records [*Signature*]

0000374 33212707421 740380733711

Verify check at <https://echecks.com/verify>

MEMO WF #2004719

Wells Fargo Bank Na (Nevada)

Fifty and 00/100

Dollars

\$ 50.00

PAID TO THE ORDER OF Federal Home Loan Mortgage Corp.

Date 06/11/2020

Void after 90 days

VV374

This is a Deluxe eCheck. The PAY TO THE ORDER OF line designates the Payee. For questions, call Deluxe Payment Exchange customer support at 877-333-6964.

LPS P.O. Box 72065 Las Vegas, NV 89170

Official eCheck

## Check appears upside down intentionally

### How to use this check

Cut along this line



Need help? Visit [eChecks.com](https://echecks.com) or call 877-333-6964

| Step 1<br>Print the check  | Step 2<br>Validate it printed correctly  | Step 3<br>Deposit like normal  |
|--|--|--|
| <ul style="list-style-type: none"> <li>✓ Any printer works</li> <li>✓ Black or color ink</li> <li>✓ Basic white paper</li> </ul> | <ul style="list-style-type: none"> <li>✓ <b>Correct if bank numbers are:</b> <ul style="list-style-type: none"> <li>Centered in white space</li> <li>Parallel to edge of the page</li> <li>Clearly printed in dark black ink</li> </ul> </li> <li>✗ <b>Reprint if bank numbers are:</b> <ul style="list-style-type: none"> <li>Cut off, skewed, or off-center</li> <li>Smudged or wrinkled</li> <li>Too light to read</li> </ul> </li> </ul> | <ol style="list-style-type: none"> <li>1. <b>Cut on the dotted line above</b></li> <li>2. <b>Endorse the back</b></li> <li>3. <b>Deposit like normal:</b> <ul style="list-style-type: none"> <li>In-person at a bank or credit union</li> <li>Using an ATM</li> <li>Via smartphone mobile deposit</li> <li>With an office check scanner</li> </ul> </li> </ol> |

**Does your financial institution have questions about this check?**

- This check was printed from an authorized check record. It is not a Check 21 Image Replacement Document.
- To confirm this check was issued by the account holder and details (pay to, amount, routing/account number) remain unmodified, the item's authenticity can be verified using the Deluxe Inc. Check Verification service at <https://echecks.com/verify>.

**Questions?** Visit [eChecks.com](https://echecks.com) or call 877-333-6964

## For your records

Issued date: 06/11/2020

Check number: VV374

From: LPS

Amount: \$50.00

Payable to: Federal Home Loan Mortgag...

Delivery email: CONTACT@LPSNV.COM

Memo: WF #2004719

Documents: Yes - see Remittance below

Are you a business? To save time, money, and resources, make payments using Deluxe Payment Exchange. Call 877-333-6964 to get started today!

**deluxe.** PAYMENT EXCHANGE

JA\_2557



# EXHIBIT F

# EXHIBIT F

**COMMONWEALTH OF VIRGINIA  
Fairfax County Circuit Court  
CM-2020-263**

**NON-PARTY FEDERAL HOME LOAN MORTGAGE CORPORATION'S  
OBJECTIONS AND RESPONSES TO SFR INVESTMENTS POOL 1, LLC, ET AL.'S  
SUBPOENA FOR RULE 30(b)(6) DEPOSITION**

TO: SFR Investments Pool 1, LLC, et al., through their attorney of record, The Law Office of Kim Gilbert Ebron (Attn: Diana S. Ebron, Esq.), 7625 Dean Martin Drive, Suite 110, Las Vegas, Nevada 89139

In response to the Subpoena for Rule 30(b)(6) Deposition of Federal Home Loan Mortgage Corporation A/K/A Freddie Mac issued by the Fairfax County Circuit Court on June 9, 2020 (the "Subpoena") and served upon non-party Federal Home Loan Mortgage Corporation ("Freddie Mac") in connection with the litigation in the District Court for Clark County, Case No. A-13-684715-C (the "Litigation"), Freddie Mac hereby serves these Objections to the Subpoena and the deposition topics contained therein (the "Topics") as follows:

Freddie Mac's General Objections to the Subpoena are set forth below. These objections are incorporated by reference in each of Freddie Mac's objections as if set forth separately therein. The assertion of additional specific objections to a particular Topic or the repetition of a General Objection shall not be construed as waiving any applicable objection with respect to that or any other Topic. Freddie Mac reserves the right to assert additional objections or to supplement the objections set forth herein.

**GENERAL OBJECTIONS**

1. Freddie Mac objects to the Subpoena and the Topics to the extent they seek to impose obligations upon Freddie Mac that exceed the requirements of the Virginia Rules of Civil Procedure, the local rules of the Circuit Court for Fairfax County, Virginia, and any applicable orders regarding discovery entered by the District of Nevada for Clark County (the "Court") in the Litigation.

2. Freddie Mac objects to the Subpoena and the Topics as overly broad, unduly burdensome, irrelevant, and not proportional to the needs of the Litigation to the extent they seek information beyond what is required by the Virginia Rules of Civil Procedure, the local rules of the Circuit Court for Fairfax County, Virginia, and any applicable orders regarding discovery entered by the Court in the Litigation.

3. Freddie Mac objects to the Subpoena on the grounds and to the extent it requires Freddie Mac to provide information equally available to and/or already in the possession of the parties to the Litigation, including, without limitation, information provided to any of the parties to the Litigation in connection with prior litigations, and information that the parties to the Litigation can obtain from public sources or from other parties in the Litigation.

4. Freddie Mac objects to the Subpoena's time scope as overly broad, unduly burdensome, irrelevant, not reasonably limited in temporal scope, and not proportional to the needs of the Litigation, considering Freddie Mac's status as a non-party and the importance of the requested discovery in resolving the issues in the Litigation, and because the burden and expense of responding to the Requests for the time period specified outweighs the likely benefit of such response.

5. Freddie Mac objects to the Subpoena and the Topics to the extent they assume facts that have not yet been established.

6. Freddie Mac objects to the Subpoena and the Topics as overly broad and unduly burdensome in that they are not proportional to the needs of the Litigation, considering Freddie Mac's status as a non-party and the limited significance of the requested discovery in resolving the issues in the Litigation, and because the burden or expense of responding to the Subpoena as written outweighs the likely benefit of such response.

7. Freddie Mac reserves the right to supplement these objections and raise any additional objections deemed necessary and appropriate.

**SPECIFIC OBJECTIONS TO THE SUBPOENA TOPICS**

**TOPIC NO. 1**

1. **Statements made in the Declaration of Dean Meyer dated November 10, 2017, attached as Exhibit B to Nationstar Mortgage, LLC's Renewed Motion for Summary Judgment filed on November 15, 2017, and attached documents.**

**SPECIFIC OBJECTIONS TO TOPIC NO. 1**

In addition to Freddie Mac's General Objections, which are specifically incorporated here, Freddie Mac objects to Topic No. 1 on the grounds and to the extent that it requires Freddie Mac to provide information equally available and already in the possession of the parties to the Litigation. All statements made in the Declaration of Dean Meyer are already contained within the Declaration and exhibits attached thereto.

**TOPIC NO. 2**

2. **Contract(s) between the beneficiaries of the Deed of Trust and Freddie Mac related to the loan underlying the Deed of Trust at the time of the Association foreclosure sale.**

**SPECIFIC OBJECTIONS TO TOPIC NO. 2**

In addition to Freddie Mac's General Objections, which are specifically incorporated here, Freddie Mac objects to Topic No. 2 as overly broad as it seeks information not relevant to any party's claims or defenses and not proportional to the needs of the Litigation, considering Freddie Mac's status as a non-party and limited significance of the requested discovery in resolving the issues in the Litigation. The Ninth Circuit and Nevada Supreme Court have held that the Freddie

Mac business records attached to Freddie Mac's declaration, supported by a declaration from a Freddie Mac employee, are sufficient to establish Freddie Mac's ownership of a particular loan and the relationship with its servicer, without the need for further or duplicative evidence. *Federal Housing Finance Agency v. SFR Investments Pool 1, LLC*, 893 F.3d 1136, 1149-50 (9th Cir. 2018); *Daisy Trust v. Wells Fargo Bank, N.A.*, 445 P.3d 846, 849-51 (Nev. 2019). In light of this precedent, any further evidence would be duplicative and its production would not be proportional to the needs of this case.

### **TOPIC NO. 3**

3. **Any custodial agreement between Freddie Mac and a document custodian related to the original promissory note underlying the Deed of Trust.**

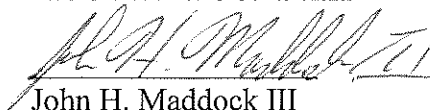
### **SPECIFIC OBJECTIONS TO TOPIC NO. 3**

In addition to Freddie Mac's General Objections, which are specifically incorporated here, Freddie Mac objects to Topic No. 3 as overly broad as it seeks information not relevant to any party's claims or defenses and not proportional to the needs of the Litigation, considering Freddie Mac's status as a non-party and limited significance of the requested discovery in resolving the issues in the Litigation. The Ninth Circuit and Nevada Supreme Court have held that the Freddie Mac business records attached to Freddie Mac's declaration, supported by a declaration from a Freddie Mac employee, are sufficient to establish Freddie Mac's ownership of a particular loan and the relationship with its servicer, without the need for further or duplicative evidence. *Federal Housing Finance Agency v. SFR Investments Pool 1, LLC*, 893 F.3d 1136, 1149-50 (9th Cir. 2018); *Daisy Trust v. Wells Fargo Bank, N.A.*, 445 P.3d 846, 849-51 (Nev. 2019). In light of this precedent, any further evidence would be duplicative and its production would not be proportional to the needs of this case.

Dated: July 8, 2020

Respectfully submitted,

MCGUIREWOODS LLP



John H. Maddock III  
MCGUIREWOODS LLP  
Gateway Plaza  
800 East Canal Street  
Richmond, Virginia 23219  
(T) 804 775 1000  
(F) 804 775 1061

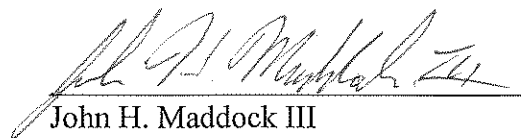
-and-

Doan Phan  
MCGUIREWOODS LLP  
1750 Tysons Blvd. Suite 1800  
Tysons, Virginia 22102  
(T) 703 712 5117  
(F) 703 712 5237

*Counsel for Non-Party Federal Home Loan  
Mortgage Corporation*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 8<sup>th</sup> day of July, 2020, I served the foregoing *Non-Party Federal Home Loan Mortgage Corporation's Objections to SFR Investments Pool 1, LLC, et al.'s Subpoena for 30(b)(6) Deposition* on counsel for SFR Investments Pool 1, LLC, et al. via federal express.



John H. Maddock III

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COMMONWEALTH OF VIRGINIA  
Fairfax County Circuit Court  
CM-2020-263

**NON-PARTY FEDERAL HOME LOAN MORTGAGE CORPORATION'S OBJECTIONS  
AND RESPONSES TO SFR INVESTMENTS POOL 1, LLC, ET AL.'S SUBPOENA DUCES  
TECUM**

TO: SFR Investments Pool 1, LLC, et al., through their attorney of record, The Law Office of Kim Gilbert Ebron (Attn: Diana S. Ebron, Esq.), 7625 Dean Martin Drive, Suite 110, Las Vegas, Nevada 89139

In response to the Subpoena/Subpoena Duces Tecum to Person under Foreign Subpoena, issued by the Fairfax County Circuit Court on June 9, 2020, pursuant to VA CODE §§ 8.01-412.8—8.01-412.15 (the "Subpoena Duces Tecum"), non-party Federal Home Loan Mortgage Corporation ("Freddie Mac") hereby serves these Objections and Responses to SFR Investments Pool 1, LLC, et al. ("SFR Investments") Subpoena Duces Tecum and the request for documents contained therein (the "Requests").

Freddie Mac's General Objections are set forth below. These objections are incorporated by reference in each of Freddie Mac's objections as if set forth separately therein. The assertion of additional specific objections to a particular Request or the repetition of a General Objection shall not be construed as waiving any applicable objection with respect to that or any other Request. Freddie Mac reserves the right to assert additional objections or to supplement the objections set forth herein.

**GENERAL OBJECTIONS**

1. Freddie Mac objects to the Requests to the extent they seek to impose obligations upon Freddie Mac that exceed the requirements of the Virginia Rules of Civil Procedure, the local rules of the Circuit Court for Fairfax County, Virginia, and any applicable orders regarding discovery entered by the District of Nevada of Clark County (the "Court") in Case No. A-13-

1 684715-C (the "Litigation").

2         2. Freddie Mac objects to the Subpoena Duces Tecum as overly broad, unduly  
3 burdensome, irrelevant, and not proportional to the needs of the Litigation to the extent it seeks  
4 information beyond what is required by the Virginia Rules of Civil Procedure, the local rules of the  
5 Circuit Court for Fairfax County, Virginia, and any applicable orders regarding discovery entered by  
6 the Court in the Litigation.  
7

8         3. Freddie Mac objects to the Subpoena Duces Tecum and the Requests to the extent  
9 they seek information that is protected from disclosure by the attorney-client privilege, the attorney  
10 work product doctrine, the right of privacy recognized by the United States Constitution, or any  
11 other applicable privilege, immunity, or confidentiality restriction, or that is otherwise exempt from  
12 discovery. Such information will not be knowingly disclosed. The inadvertent disclosure or  
13 production of any such information is not intended to be and will not constitute a waiver of any  
14 privilege or right by Freddie Mac or any agreement to produce such privileged or protected  
15 information, and Freddie Mac reserves the right to demand the return of any such privileged or  
16 projected information and all copies thereof.  
17

18         4. Freddie Mac objects to the Subpoena Duces Tecum and the Requests to the extent  
19 that they require Freddie Mac to provide documents or information that Freddie Mac is not permitted  
20 to disclose under the terms of any applicable confidentiality or non-disclosure agreement(s).  
21

22         5. Freddie Mac objects to producing any documents or information that contain or  
23 constitute trade secrets, or proprietary or confidential business information, except pursuant to a  
24 mutually agreed upon protective order entered by the Fairfax County, Circuit Court  
25

26         6. Freddie Mac objects to the Subpoena Duces Tecum and the Requests to the extent  
27 they seek documents or information not maintained in the ordinary course of Freddie Mac's  
28



1 business, not readily or easily retrievable without undue burden or cost, and/or not within Freddie  
2 Mac's possession, custody, or control. Absent some agreement by SFR to reimburse Freddie Mac  
3 for the reasonable costs and expenses associated therewith and/or entry of an applicable order by the  
4 Fairfax County, Circuit Court, Freddie Mac will not search for, or retain for purposes of this  
5 Subpoena Duces Tecum, outside the scope of its normal document retention policy, any backup  
6 tapes or non-indexed and not readily accessible archived files, whether electronic or hard copy.  
7

8         7. Freddie Mac objects to the Subpoena Duces Tecum and the Requests to the extent  
9 they seek to impose on Freddie Mac any obligation to investigate or discover information from third  
10 parties and/or any duty to search for and/or provide information that is not within Freddie Mac's  
11 possession, custody, or control.  
12

13         8. Freddie Mac objects to the Subpoena Duces Tecum and the Requests on the grounds  
14 and to the extent they require Freddie Mac to provide documents or information equally available to  
15 and/or already in the possession of the parties to the Litigation, including, without limitation,  
16 documents or information provided to any of the parties to the Litigation in connection with prior  
17 litigations, and documents or information that the parties to the Litigation can obtain from public  
18 sources or from other parties in the Litigation.  
19

20         9. Freddie Mac objects to the Subpoena Duces Tecum's time scope as overly broad,  
21 unduly burdensome, irrelevant, not reasonably limited in temporal scope, and not proportional to the  
22 needs of the Litigation, considering Freddie Mac's status as a non-party and the importance of the  
23 requested discovery in resolving the issues in the Litigation, and because the burden and expense of  
24 responding to the Requests for the time period specified outweighs the likely benefit of such  
25 response.  
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1           10.     Freddie Mac objects to the Subpoena Duces Tecum to the extent it assumes facts that  
2 have not yet been established.

3           11.     Freddie Mac objects to the Subpoena Duces Tecum and the Requests to the extent  
4 they seek documents or information relating to matters that are not raised in the pleadings in the  
5 Litigation on the grounds that such documents or information are not relevant to the issues, claims,  
6 and/or defenses in the Litigation.

7           12.     To the extent Freddie Mac provides any documents in response to the Subpoena  
8 Duces Tecum, Freddie Mac does so without waiving or intending to waive, but on the contrary,  
9 preserving and intending to preserve: (a) the right to object, on the grounds of competency,  
10 privilege, relevance, or materiality, or any other proper grounds, to the use of such information for  
11 any purpose, in whole or in part, in any subsequent proceedings, whether in the Litigation or in any  
12 other litigation or proceeding; (b) the right to object on any grounds, at any time, to requests or other  
13 discovery procedures involving or relating to the subject of the Subpoena Duces Tecum and the  
14 Requests to which Freddie Mac may respond; and (c) the right at any time to revise, correct, add to,  
15 or clarify any of the objections made herein.

16           13.     Freddie Mac does not, and could not possibly, represent that any responses and/or  
17 documents it might be required to provide in connection with the Subpoena Duces Tecum constitute  
18 all of the information requested. Rather, as required by the Virginia Rules of Civil Procedure, any  
19 such responses and/or document productions would be limited to responsive information identified  
20 by Freddie Mac pursuant to a reasonable and duly diligent search and investigation conducted in  
21 connection with the Subpoena Duces Tecum in those areas where such information is expected to be  
22 found. To the extent the Subpoena Duces Tecum or the Requests purport to require more, Freddie  
23 Mac objects on the grounds that they seek to compel Freddie Mac to conduct a search beyond the  
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1 scope of permissible discovery contemplated by the Virginia Rules of Civil Procedure, and that  
2 compliance with the Subpoena Duces Tecum would impose an undue burden and expense on  
3 Freddie Mac.

4  
5 14. Freddie Mac objects to producing any documents created after the date the Subpoena  
6 Duces Tecum was served on Freddie Mac on the grounds that production of such documents would  
7 be unduly burdensome and not proportional to the needs of the Litigation.

8  
9 15. Freddie Mac objects to the Subpoena Duces Tecum and the Requests as overly broad  
10 and unduly burdensome in that the Subpoena Duces Tecum and the Requests are not proportional to  
11 the needs of the Litigation, considering Freddie Mac's status as a non-party and the limited  
12 significance of the requested discovery in resolving the issues in the Litigation, and because the  
13 burden or expense of responding to the Subpoena Duces Tecum and the Requests as written  
14 outweighs the likely benefit of such response.

15  
16 16. No Objection, limitation, or agreement to search for or produce documents, or lack  
17 thereof, made herein shall be deemed an admission by Freddie Mac as to the existence or  
18 nonexistence of documents.

19  
20 17. Freddie Mac objects to the Subpoena Duces Tecum and any Request seeking "all  
21 documents," as overly broad, unduly burdensome, and not narrowly tailored to the issues, claims,  
22 and/or defenses in the Litigation.

23  
24 18. Freddie Mac reserves the right to supplement these objections and raise any  
25 additional objections deemed necessary and appropriate.

## 26 **OBJECTION AND RESPONSE TO THE REQUESTS**

### 27 **REQUEST NO. 1**

28 1. **Any and all documents reviewed, referenced, or relied upon by the witness(es) to**

1 prepare for the topics listed in the deposition subpoena/notice.

2 **OBJECTION TO REQUEST NO. 1**

3 In addition to Freddie Mac's General Objections, which are specifically incorporated here,  
4 Freddie Mac objects to Request No. 1 as overly broad, not reasonably limited in temporal scope, and  
5 not proportional to the needs of the Litigation considering Freddie Mac's status as a non-party and  
6 the limited significance of the requested discovery in resolving the issues in the Litigation.  
7 Furthermore, Freddie Mac hereby incorporates each of its objections to any and all of the topics  
8 listed on Exhibit A to the deposition Subpoena served on Freddie Mac in connection with the  
9 Litigation by SFR Investments.  
10  
11

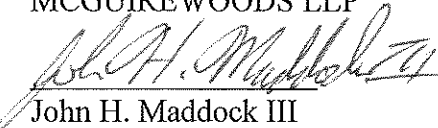
12 **RESPONSE TO REQUEST NO. 1**

13 Documents responsive to this Request were provided as exhibits to the Declaration of Dean  
14 Meyer dated November 10, 2017 (the "Declaration"), attached as Exhibit B to Nationstar Mortgage,  
15 LLC's Renewed Motion for Summary Judgment filed on November 15, 2017. Specifically, the  
16 Ninth Circuit and Nevada Supreme Court have held that the Freddie Mac business records attached  
17 to the Freddie Mac's declaration, supported by a declaration from a Freddie Mac employee, are  
18 sufficient to establish Freddie Mac's ownership of a particular loan and relationship with its servicer,  
19 without the need for further or duplicative evidence. *Federal Housing Finance Agency v. SFR*  
20 *Investments Pool 1, LLC*, 893 F.3d 1136, 1149-50 (9th Cir. 2018); *Daisy Trust v. Wells Fargo Bank,*  
21 *N.A.*, 445 P.3d 846, 849-51 (Nev. 2019). Subject to the foregoing objections, in response to this  
22 Request, Freddie Mac will disclose Freddie Mac's business records provided as exhibits to the  
23 Declaration at Bates Numbers Nationstar\_Gutierrz\_FHLMC000001 -  
24 Nationstar\_Gutierrz\_FHLMC000195.  
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3 Dated: July 8, 2020  
4

Respectfully submitted,

5 MCGUIREWOODS LLP

6   
7 John H. Maddock III

8 MCGUIREWOODS LLP

9 Gateway Plaza

10 800 East Canal Street

11 Richmond, Virginia 23219

12 (T) 804 775 1000

13 (F) 804 775 1061

14 -and-

15 Doan Phan

16 MCGUIREWOODS LLP

17 1750 Tysons Blvd. Suite 1800

18 Tysons, Virginia 22102

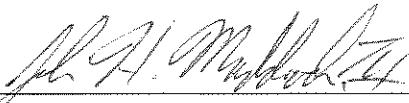
19 (T) 703 712 5117

20 (F) 703 712 5237

21 *Counsel for Non-Party Federal Home Loan Mortgage*  
22 *Corporation*  
23  
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3 **CERTIFICATE OF SERVICE**

4 I hereby certify that on this 8<sup>th</sup> day of July, 2020, I served the foregoing *Non-Party Federal*  
5 *Home Loan Mortgage Corporation's Objections and Responses to Subpoena/Subpoena Duces*  
6 *Tecum to Person under Foreign Subpoena*, issued by the Fairfax County Circuit Court on June 9, on  
7 counsel for SFR Investments Pool 1, LLC, via federal express.  
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11 \_\_\_\_\_  
12 John H. Maddock III  
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| 4,345                     | 1/15/2009                 | 1/14/2009 12:17:50 AM | 1/1/9999 12:00:00 AM  | 271066.83            | M                 |                           | 1/13/2009   | 2250                        | 1G1714                     | 1/14/2009 12:17:56 AM | N           | 1                 |               |             |                   |
|                           |                           |                       |                       |                      |                   |                           |             |                             |                            |                       |             |                   |               |             |                   |
| NBR_LOAN_<br>_MIDAS       | ID_LOAN_<br>SYST_GEN<br>D | NBR_POOL              | DT_SRCE_BEG           | DT_SRCE_END          | DT_MRTG_<br>_RMVD | FLAG_GOL<br>D_CONV        | NBR_GR<br>P | NBR_ORIG<br>L_POOL          | PCT_CURR_<br>MRTG_POO<br>L | PCT_ORIGL_POOLD       | DT_LST_UPDT | FLAG_<br>DEL      | NBR_<br>BATCH | DT_<br>PAYF | RATE<br>_NOT<br>E |
| 2250                      | 4,345                     | 1G1714                | 10/24/2005 5:49:28 PM | 1/14/2009 3:44:51 AM | [NULL]            | N                         | H812558     | 1G1714                      | 1                          | 1/14/2009 2:45:03 AM  | N           |                   | 1             | [NULL]      | 0.035             |
| 2250                      | 4,345                     | 1G1714                | 1/14/2009 3:44:51 AM  | 1/1/9999 12:00:00 AM | 1/15/2009         | N                         | H812558     | 1G1714                      | 1                          | 1/14/2009 2:45:03 AM  | N           |                   | 1             | [NULL]      | 0.035             |

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| 1  | NBR_CONT_S<br>RCE_SYST | ID_LOAN_<br>CONT_GEND | NBR_LOAN_<br>MIDAS | AMT_PCH<br>_UPB |   | ADDR_CITY | ADDR_CITY_USPS | ADDR_<br>ST | ADDR_STRT                   |
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| 9  | 0508126006             | 29820126              | 2250               | \$ 271,638.00   |   | HENDERSON | HENDERSON      | NV          | 668 MOONLIGHT STROLL STREET |
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| 1  | ADDR_STRT_USPS          | ADDR_ZIP | ADDR_ZIP_EXTN | ADDR_ZIP_EXTN_USPS | ADDR_ZIP_USPS | AMT_APPRSL    | AMT_DISC_PREM | AMT_NEGAM_PCH | AMT_NEGAM_UNFACTRD | AMT_ORIGL_PCH_PRCE |
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| 8  |                         |          |               |                    |               |               |               |               |                    |                    |
| 9  | 668 MOONLIGHT STROLL ST | 89015    |               | 0505               | 89002         | \$ 340,000.00 |               | \$ -          | \$ -               | \$ 339,548.00      |
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|    | J              | K            | L                 | M                      | N                 | O          | P                 | Q                 | R                      | S                      |
|----|----------------|--------------|-------------------|------------------------|-------------------|------------|-------------------|-------------------|------------------------|------------------------|
| 1  | ADDR_STRT_USPS | ADDR_<br>ZIP | ADDR_<br>ZIP_EXTN | ADDR_ZIP_E<br>XTN_USPS | ADDR_ZIP_<br>USPS | AMT_APPRSL | AMT_DISC_<br>PREM | AMT_NEGAM_<br>PCH | AMT_NEGAM_<br>UNFACTRD | AMT_ORIGL_P<br>CH_PRCE |
| 41 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 42 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 43 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 44 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 45 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 46 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 47 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 48 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 49 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 50 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 51 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 52 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 53 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 54 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 55 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 56 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 57 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 58 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 59 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 60 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 61 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 62 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 63 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 64 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 65 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 66 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 67 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 68 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 69 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 70 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 71 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 72 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 73 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 74 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 75 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 76 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 77 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 78 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 79 |                |              |                   |                        |                   |            |                   |                   |                        |                        |

|     | J              | K            | L                 | M                      | N                 | O          | P                 | Q                 | R                      | S                      |
|-----|----------------|--------------|-------------------|------------------------|-------------------|------------|-------------------|-------------------|------------------------|------------------------|
| 1   | ADDR_STRT_USPS | ADDR_<br>ZIP | ADDR_<br>ZIP_EXTN | ADDR_ZIP_E<br>XTN_USPS | ADDR_ZIP_<br>USPS | AMT_APPRSL | AMT_DISC_<br>PREM | AMT_NEGAM_<br>PCH | AMT_NEGAM_<br>UNFACTRD | AMT_ORIGL_P<br>CH_PRCE |
| 80  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 81  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 82  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 83  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 84  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 85  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 86  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 87  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 88  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 89  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 90  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 91  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 92  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 93  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 94  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 95  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 96  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 97  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 98  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 99  |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 100 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 101 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 102 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 103 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 104 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 105 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 106 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 107 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 108 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 109 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 110 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 111 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 112 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 113 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 114 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 115 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 116 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 117 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 118 |                |              |                   |                        |                   |            |                   |                   |                        |                        |

|     | J              | K            | L                 | M                      | N                 | O          | P                 | Q                 | R                      | S                      |
|-----|----------------|--------------|-------------------|------------------------|-------------------|------------|-------------------|-------------------|------------------------|------------------------|
| 1   | ADDR_STRT_USPS | ADDR_<br>ZIP | ADDR_<br>ZIP_EXTN | ADDR_ZIP_E<br>XTN_USPS | ADDR_ZIP_<br>USPS | AMT_APPRSL | AMT_DISC_<br>PREM | AMT_NEGAM_<br>PCH | AMT_NEGAM_<br>UNFACTRD | AMT_ORIGL_P<br>CH_PRCE |
| 119 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 120 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 121 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 122 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 123 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 124 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 125 |                |              |                   |                        |                   |            |                   |                   |                        |                        |
| 126 |                |              |                   |                        |                   |            |                   |                   |                        |                        |

|    | T                 | U                   | V               | W                  | X | Y | Z | AA                  | AB                     | AC |
|----|-------------------|---------------------|-----------------|--------------------|---|---|---|---------------------|------------------------|----|
| 1  | AMT_ORIGL_U<br>PB | AMT_PAYF_<br>UPB_FM | AMT_PCH<br>_UPB | AMT_PCH_<br>UPB_FM |   |   |   | AMT_PPMT<br>_DUE_FM | BP_RMTCE_DI<br>FF_MRTG |    |
| 2  |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 3  |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 4  |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 5  |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 6  |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 7  |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 8  |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 9  | \$ 271,638.00     |                     | \$ 271,638.00   | \$ 271,638.00      |   |   |   |                     | 0                      |    |
| 10 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 11 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 12 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 13 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 14 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 15 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 16 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 17 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 18 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 19 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 20 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 21 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 22 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 23 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 24 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 25 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 26 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 27 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 28 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 29 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 30 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 31 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 32 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 33 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 34 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 35 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 36 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 37 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 38 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 39 |                   |                     |                 |                    |   |   |   |                     |                        |    |
| 40 |                   |                     |                 |                    |   |   |   |                     |                        |    |



|    | T                 | U                   | V                | W                  | X | Y | Z                   | AA | AB | AC                     |
|----|-------------------|---------------------|------------------|--------------------|---|---|---------------------|----|----|------------------------|
| 1  | AMT_ORIGL_U<br>PB | AMT_PAYF_<br>UPB_FM | AMT_PCH_<br>_UPB | AMT_PCH_<br>UPB_FM |   |   | AMT_PPMT<br>_DUE_FM |    |    | BP_RMTCE_DI<br>FF_MRTG |
| 41 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 42 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 43 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 44 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 45 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 46 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 47 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 48 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 49 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 50 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 51 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 52 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 53 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 54 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 55 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 56 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 57 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 58 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 59 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 60 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 61 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 62 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 63 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 64 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 65 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 66 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 67 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 68 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 69 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 70 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 71 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 72 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 73 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 74 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 75 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 76 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 77 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 78 |                   |                     |                  |                    |   |   |                     |    |    |                        |
| 79 |                   |                     |                  |                    |   |   |                     |    |    |                        |

|     | T                 | U                   | V               | W                  | X | Y | Z                   | AA | AB | AC                     |
|-----|-------------------|---------------------|-----------------|--------------------|---|---|---------------------|----|----|------------------------|
| 1   | AMT_ORIGL_U<br>PB | AMT_PAYF_<br>UPB_FM | AMT_PCH<br>_UPB | AMT_PCH_<br>UPB_FM |   |   | AMT_PPMT<br>_DUE_FM |    |    | BP_RMTCE_DI<br>FF_MRTG |
| 80  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 81  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 82  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 83  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 84  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 85  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 86  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 87  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 88  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 89  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 90  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 91  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 92  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 93  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 94  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 95  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 96  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 97  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 98  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 99  |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 100 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 101 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 102 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 103 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 104 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 105 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 106 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 107 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 108 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 109 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 110 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 111 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 112 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 113 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 114 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 115 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 116 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 117 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 118 |                   |                     |                 |                    |   |   |                     |    |    |                        |

|     | T                 | U                   | V               | W                  | X | Y | Z                   | AA | AB | AC                     |
|-----|-------------------|---------------------|-----------------|--------------------|---|---|---------------------|----|----|------------------------|
| 1   | AMT_ORIGL_U<br>PB | AMT_PAYF_<br>UPB_FM | AMT_PCH<br>_UPB | AMT_PCH_<br>UPB_FM |   |   | AMT_PPMT<br>_DUE_FM |    |    | BP_RMTCE_DI<br>FF_MRTG |
| 119 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 120 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 121 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 122 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 123 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 124 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 125 |                   |                     |                 |                    |   |   |                     |    |    |                        |
| 126 |                   |                     |                 |                    |   |   |                     |    |    |                        |

|    | AD            | AE            | AF          | AG         | AH    | AI          | AJ              | AK      | AL                | AM           | AN            | AO                | AP             | AQ             |
|----|---------------|---------------|-------------|------------|-------|-------------|-----------------|---------|-------------------|--------------|---------------|-------------------|----------------|----------------|
| 1  | CD_ADDR1_SNDX | CD_ADDR2_SNDX | CD_AMTN_PER | CD_BLK_GRP | CD_CE | CD_CEN_TRCT | CD.CGSSL_DISTCT | CD_CNTY | CD.CONT_SRCE_SYST | CD.DEMGR_RSN | CD.DOCTN_TYPE | CD.INT_PRIN_ACCTG | CD.INTNT_OCCPY | CD.LOAN_DISPTN |
| 2  |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 3  |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 4  |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 5  |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 6  |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 7  |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 8  |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 9  | MOON          | STRO          | 3           | 2          | T     | 005359      | 03              | 003     | 1                 |              | 1             |                   | 1              | 2              |
| 10 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 11 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 12 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 13 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 14 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 15 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 16 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 17 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 18 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 19 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 20 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 21 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 22 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 23 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 24 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 25 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 26 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 27 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 28 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 29 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 30 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 31 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 32 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 33 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 34 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 35 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 36 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 37 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 38 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 39 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |
| 40 |               |               |             |            |       |             |                 |         |                   |              |               |                   |                |                |

|    | AD            | AE            | AF          | AG           | AH    | AI          | AJ              | AK      | AL                | AM           | AN            | AO                | AP             | AQ             |
|----|---------------|---------------|-------------|--------------|-------|-------------|-----------------|---------|-------------------|--------------|---------------|-------------------|----------------|----------------|
| 1  | CD_ADDR1_SNDX | CD_ADDR2_SNDX | CD_AMTN_PER | CD_BLACK_GRP | CD_CE | CD_CEN_TRCT | CD_CGSSL_DISTCT | CD_CNTY | CD_CONT_SRCE_SYST | CD_DEMGR_RSN | CD_DOCTN_TYPE | CD_INT_PRIN_ACCTG | CD_INTNT_OCCPY | CD_LOAN_DISPTN |
| 41 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 42 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 43 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 44 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 45 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 46 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 47 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 48 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 49 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 50 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 51 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 52 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 53 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 54 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 55 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 56 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 57 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 58 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 59 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 60 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 61 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 62 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 63 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 64 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 65 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 66 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 67 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 68 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 69 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 70 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 71 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 72 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 73 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 74 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 75 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 76 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 77 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 78 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 79 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |

|     | AD            | AE            | AF          | AG           | AH    | AI          | AJ              | AK      | AL                | AM           | AN            | AO                | AP             | AQ             |
|-----|---------------|---------------|-------------|--------------|-------|-------------|-----------------|---------|-------------------|--------------|---------------|-------------------|----------------|----------------|
| 1   | CD_ADDR1_SNDX | CD_ADDR2_SNDX | CD_AMTN_PER | CD_BLACK_GRP | CD_CE | CD_CEN_TRCT | CD_CGSSL_DISTCT | CD_CNTY | CD_CONT_SRCE_SYST | CD_DEMGR_RSN | CD_DOCTN_TYPE | CD_INT_PRIN_ACCTG | CD_INTNT_OCCPY | CD_LOAN_DISPTN |
| 80  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 81  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 82  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 83  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 84  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 85  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 86  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 87  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 88  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 89  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 90  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 91  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 92  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 93  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 94  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 95  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 96  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 97  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 98  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 99  |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 100 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 101 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 102 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 103 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 104 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 105 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 106 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 107 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 108 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 109 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 110 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 111 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 112 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 113 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 114 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 115 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 116 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 117 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 118 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |

|     | AD            | AE            | AF          | AG           | AH    | AI          | AJ              | AK      | AL                | AM           | AN            | AO                | AP             | AQ             |
|-----|---------------|---------------|-------------|--------------|-------|-------------|-----------------|---------|-------------------|--------------|---------------|-------------------|----------------|----------------|
| 1   | CD_ADDR1_SNDX | CD_ADDR2_SNDX | CD_AMTN_PER | CD_BLACK_GRP | CD_CE | CD_CEN_TRCT | CD_CGSSL_DISTCT | CD_CNTY | CD_CONT_SRCE_SYST | CD_DEMGR_RSN | CD_DOCTN_TYPE | CD_INT_PRIN_ACCTG | CD_INTNT_OCCPY | CD_LOAN_DISPTN |
| 119 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 120 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 121 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 122 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 123 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 124 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 125 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |
| 126 |               |               |             |              |       |             |                 |         |                   |              |               |                   |                |                |

|    | AR               | AS                    | AT             | AU     | AV               | AW         | AX           | AY            | AZ               | BA | BB                   | BC                | BD                | BE                   | BF                |
|----|------------------|-----------------------|----------------|--------|------------------|------------|--------------|---------------|------------------|----|----------------------|-------------------|-------------------|----------------------|-------------------|
| 1  | CD_LOAN_<br>PURP | CD_LOAN_<br>SRCE_SYST | CD_LOAN_<br>ST | CD_MCD | CD_MRTG_<br>_FTR | CD_<br>MSA | CD_<br>NECMA | CD_<br>OFFERG | CD_PAYF_<br>TYPE |    | CD_PPTY_<br>PROJ_CLS | CD_PPTY_<br>_TYPE | CD_REFIN_<br>TYPE | CD_REMG_<br>_MTY_PER | CD_RMTCE_<br>OPTN |
| 2  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 3  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 4  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 5  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 6  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 7  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 8  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 9  | 1                | 1                     | 10             | 94504  |                  | 4120       |              |               |                  |    |                      | 3                 | 7                 | 3                    |                   |
| 10 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 11 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 12 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 13 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 14 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 15 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 16 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 17 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 18 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 19 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 20 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 21 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 22 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 23 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 24 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 25 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 26 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 27 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 28 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 29 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 30 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 31 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 32 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 33 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 34 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 35 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 36 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 37 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 38 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 39 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 40 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |



|    | AR               | AS                    | AT             | AU     | AV               | AW         | AX           | AY            | AZ               | BA | BB                   | BC                | BD                | BE                   | BF                |
|----|------------------|-----------------------|----------------|--------|------------------|------------|--------------|---------------|------------------|----|----------------------|-------------------|-------------------|----------------------|-------------------|
| 1  | CD_LOAN_<br>PURP | CD_LOAN_<br>SRCE_SYST | CD_LOAN_<br>ST | CD_MCD | CD_MRTG_<br>_FTR | CD_<br>MSA | CD_<br>NECMA | CD_<br>OFFERG | CD_PAYF_<br>TYPE |    | CD_PPTY_<br>PROJ_CLS | CD_PPTY_<br>_TYPE | CD_REFIN_<br>TYPE | CD_REMG_<br>_MTY_PER | CD_RMTCE_<br>OPTN |
| 41 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 42 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 43 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 44 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 45 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 46 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 47 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 48 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 49 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 50 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 51 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 52 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 53 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 54 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 55 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 56 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 57 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 58 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 59 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 60 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 61 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 62 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 63 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 64 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 65 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 66 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 67 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 68 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 69 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 70 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 71 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 72 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 73 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 74 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 75 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 76 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 77 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 78 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 79 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |

|     | AR               | AS                    | AT             | AU     | AV               | AW         | AX           | AY            | AZ               | BA | BB                   | BC                | BD                | BE                   | BF                |
|-----|------------------|-----------------------|----------------|--------|------------------|------------|--------------|---------------|------------------|----|----------------------|-------------------|-------------------|----------------------|-------------------|
| 1   | CD_LOAN_<br>PURP | CD_LOAN_<br>SRCE_SYST | CD_LOAN_<br>ST | CD_MCD | CD_MRTG_<br>_FTR | CD_<br>MSA | CD_<br>NECMA | CD_<br>OFFERG | CD_PAYF_<br>TYPE |    | CD_PPTY_<br>PROJ_CLS | CD_PPTY_<br>_TYPE | CD_REFIN_<br>TYPE | CD_REMG_<br>_MTY_PER | CD_RMTCE_<br>OPTN |
| 80  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 81  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 82  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 83  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 84  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 85  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 86  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 87  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 88  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 89  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 90  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 91  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 92  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 93  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 94  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 95  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 96  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 97  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 98  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 99  |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 100 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 101 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 102 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 103 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 104 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 105 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 106 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 107 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 108 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 109 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 110 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 111 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 112 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 113 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 114 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 115 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 116 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 117 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 118 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |

|     | AR               | AS                    | AT             | AU     | AV               | AW         | AX           | AY            | AZ               | BA | BB                   | BC                | BD                | BE                   | BF                |
|-----|------------------|-----------------------|----------------|--------|------------------|------------|--------------|---------------|------------------|----|----------------------|-------------------|-------------------|----------------------|-------------------|
| 1   | CD_LOAN_<br>PURP | CD_LOAN_<br>SRCE_SYST | CD_LOAN_<br>ST | CD_MCD | CD_MRTG_<br>_FTR | CD_<br>MSA | CD_<br>NECMA | CD_<br>OFFERG | CD_PAYF_<br>TYPE |    | CD_PPTY_<br>PROJ_CLS | CD_PPTY_<br>_TYPE | CD_REFIN_<br>TYPE | CD_REMG_<br>_MTY_PER | CD_RMTCE_<br>OPTN |
| 119 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 120 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 121 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 122 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 123 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 124 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 125 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |
| 126 |                  |                       |                |        |                  |            |              |               |                  |    |                      |                   |                   |                      |                   |

|    | BG             | BH             | BI                | BJ                    | BK               | BL                | BM          | BN                   | BO            | BP                | BQ                   | BR               | BS                  | BT        |
|----|----------------|----------------|-------------------|-----------------------|------------------|-------------------|-------------|----------------------|---------------|-------------------|----------------------|------------------|---------------------|-----------|
| 1  | CD_ST_<br>FIPS | CD_ST_<br>USPS | CD_SVCG_<br>DESTN | CD_SVCG_<br>DESTN_RSN | CD_SVCG_<br>RSTD | CNT_AMTN_<br>TERM | CNT_<br>_CE | CNT_REMG<br>_MTY_PER | CNT_<br>UNITS | DT_ACCTG<br>_CYCL | DT_CONV_<br>WNDW_BEG | DT_DDLPI_<br>PCH | DT_DUE_<br>FIRST_PI | DT_FUNDG  |
| 2  |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 3  |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 4  |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 5  |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 6  |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 7  |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 8  |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 9  | 32             | NV             | 2                 | 33                    | 99               | 0                 | 0           | 0                    | 1             | 7/15/2017         |                      | 8/1/2005         | 9/1/2005            | 8/22/2005 |
| 10 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 11 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 12 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 13 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 14 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 15 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 16 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 17 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 18 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 19 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 20 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 21 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 22 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 23 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 24 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 25 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 26 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 27 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 28 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 29 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 30 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 31 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 32 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 33 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 34 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 35 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 36 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 37 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 38 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 39 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |
| 40 |                |                |                   |                       |                  |                   |             |                      |               |                   |                      |                  |                     |           |

|    | BG             | BH             | BI                | BJ                    | BK               | BL                | BM          | BN                    | BO            | BP                 | BQ                   | BR               | BS                  | BT       |
|----|----------------|----------------|-------------------|-----------------------|------------------|-------------------|-------------|-----------------------|---------------|--------------------|----------------------|------------------|---------------------|----------|
| 1  | CD_ST_<br>FIPS | CD_ST_<br>USPS | CD_SVCG_<br>DESTN | CD_SVCG_<br>DESTN_RSN | CD_SVCG_<br>RSTD | CNT_AMTN_<br>TERM | CNT_<br>_CE | CNT_REMG_<br>_MTY_PER | CNT_<br>UNITS | DT_ACCTG_<br>_CYCL | DT_CONV_<br>WNDW_BEG | DT_DDLPI_<br>PCH | DT_DUE_<br>FIRST_PI | DT_FUNDG |
| 41 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 42 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 43 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 44 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 45 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 46 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 47 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 48 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 49 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 50 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 51 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 52 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 53 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 54 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 55 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 56 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 57 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 58 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 59 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 60 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 61 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 62 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 63 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 64 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 65 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 66 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 67 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 68 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 69 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 70 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 71 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 72 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 73 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 74 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 75 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 76 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 77 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 78 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 79 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |

|     | BG             | BH             | BI                | BJ                    | BK               | BL                | BM          | BN                    | BO            | BP                 | BQ                   | BR               | BS                  | BT       |
|-----|----------------|----------------|-------------------|-----------------------|------------------|-------------------|-------------|-----------------------|---------------|--------------------|----------------------|------------------|---------------------|----------|
| 1   | CD_ST_<br>FIPS | CD_ST_<br>USPS | CD_SVCG_<br>DESTN | CD_SVCG_<br>DESTN_RSN | CD_SVCG_<br>RSTD | CNT_AMTN_<br>TERM | CNT_<br>_CE | CNT_REMG_<br>_MTY_PER | CNT_<br>UNITS | DT_ACCTG_<br>_CYCL | DT_CONV_<br>WNDW_BEG | DT_DDLPI_<br>PCH | DT_DUE_<br>FIRST_PI | DT_FUNDG |
| 80  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 81  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 82  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 83  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 84  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 85  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 86  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 87  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 88  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 89  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 90  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 91  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 92  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 93  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 94  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 95  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 96  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 97  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 98  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 99  |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 100 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 101 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 102 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 103 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 104 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 105 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 106 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 107 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 108 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 109 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 110 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 111 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 112 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 113 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 114 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 115 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 116 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 117 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 118 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |

|     | BG             | BH             | BI                | BJ                    | BK               | BL                | BM          | BN                    | BO            | BP                 | BQ                   | BR               | BS                  | BT       |
|-----|----------------|----------------|-------------------|-----------------------|------------------|-------------------|-------------|-----------------------|---------------|--------------------|----------------------|------------------|---------------------|----------|
| 1   | CD_ST_<br>FIPS | CD_ST_<br>USPS | CD_SVCG_<br>DESTN | CD_SVCG_<br>DESTN_RSN | CD_SVCG_<br>RSTD | CNT_AMTN_<br>TERM | CNT_<br>_CE | CNT_REMG_<br>_MTY_PER | CNT_<br>UNITS | DT_ACCTG_<br>_CYCL | DT_CONV_<br>WNDW_BEG | DT_DDLPI_<br>PCH | DT_DUE_<br>FIRST_PI | DT_FUNDG |
| 119 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 120 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 121 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 122 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 123 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 124 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 125 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |
| 126 |                |                |                   |                       |                  |                   |             |                       |               |                    |                      |                  |                     |          |

|    | BU            | BV           | BW       | BX      | BY                     | BZ          | CA             | CB              | CC           | CD                 | CE       | CF              | CG                 |
|----|---------------|--------------|----------|---------|------------------------|-------------|----------------|-----------------|--------------|--------------------|----------|-----------------|--------------------|
| 1  | DT_LOAN_ORIGN | DT_MRTG_DLVS | DT_MTY   | DT_PAYF | DT_SVCG_D<br>ESTN_DCSN | DT_UPB_RPTD | FLAG_CE_COLLAT | FLAG_C<br>E_INS | FLAG_CE_LYRD | FLAG_CE_NON_COLLAT | FLAG_LIA | FLAG_LOAN_MODTN | FLAG_MRTG_TO_FCLTT |
| 2  |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 3  |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 4  |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 5  |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 6  |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 7  |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 8  |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 9  | 7/6/2005      | 8/15/2005    | 8/1/2035 |         | 8/22/2005              | 7/17/2017   |                |                 |              |                    | N        | N               | N                  |
| 10 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 11 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 12 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 13 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 14 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 15 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 16 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 17 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 18 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 19 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 20 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 21 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 22 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 23 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 24 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 25 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 26 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 27 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 28 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 29 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 30 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 31 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 32 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 33 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 34 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 35 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 36 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 37 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 38 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 39 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |
| 40 |               |              |          |         |                        |             |                |                 |              |                    |          |                 |                    |



|    | BU                | BV               | BW     | BX      | BY                     | BZ              | CA                 | CB              | CC               | CD                     | CE           | CF                  | CG                     |
|----|-------------------|------------------|--------|---------|------------------------|-----------------|--------------------|-----------------|------------------|------------------------|--------------|---------------------|------------------------|
| 1  | DT_LOAN<br>_ORIGN | DT_MRTG<br>_DLVY | DT_MTY | DT_PAYF | DT_SVCG_D<br>ESTN_DCSN | DT_UPB<br>_RPTD | FLAG_CE_<br>COLLAT | FLAG_C<br>E_INS | FLAG_CE<br>_LYRD | FLAG_CE_<br>NON_COLLAT | FLAG_<br>LIA | FLAG_LOAN<br>_MODTN | FLAG_MRTG_<br>TO_FCLTT |
| 41 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 42 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 43 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 44 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 45 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 46 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 47 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 48 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 49 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 50 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 51 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 52 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 53 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 54 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 55 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 56 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 57 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 58 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 59 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 60 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 61 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 62 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 63 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 64 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 65 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 66 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 67 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 68 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 69 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 70 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 71 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 72 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 73 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 74 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 75 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 76 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 77 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 78 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 79 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |

|     | BU                | BV               | BW     | BX      | BY                     | BZ              | CA                 | CB              | CC               | CD                     | CE           | CF                  | CG                     |
|-----|-------------------|------------------|--------|---------|------------------------|-----------------|--------------------|-----------------|------------------|------------------------|--------------|---------------------|------------------------|
| 1   | DT_LOAN<br>_ORIGN | DT_MRTG<br>_DLVY | DT_MTY | DT_PAYF | DT_SVCG_D<br>ESTN_DCSN | DT_UPB<br>_RPTD | FLAG_CE_<br>COLLAT | FLAG_C<br>E_INS | FLAG_CE<br>_LYRD | FLAG_CE_<br>NON_COLLAT | FLAG_<br>LIA | FLAG_LOAN<br>_MODTN | FLAG_MRTG_<br>TO_FCLTT |
| 80  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 81  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 82  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 83  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 84  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 85  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 86  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 87  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 88  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 89  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 90  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 91  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 92  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 93  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 94  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 95  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 96  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 97  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 98  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 99  |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 100 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 101 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 102 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 103 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 104 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 105 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 106 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 107 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 108 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 109 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 110 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 111 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 112 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 113 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 114 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 115 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 116 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 117 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 118 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |

|     | BU                | BV               | BW     | BX      | BY                     | BZ              | CA                 | CB              | CC               | CD                     | CE           | CF                  | CG                     |
|-----|-------------------|------------------|--------|---------|------------------------|-----------------|--------------------|-----------------|------------------|------------------------|--------------|---------------------|------------------------|
| 1   | DT_LOAN<br>_ORIGN | DT_MRTG<br>_DLVY | DT_MTY | DT_PAYF | DT_SVCG_D<br>ESTN_DCSN | DT_UPB<br>_RPTD | FLAG_CE_<br>COLLAT | FLAG_C<br>E_INS | FLAG_CE<br>_LYRD | FLAG_CE_<br>NON_COLLAT | FLAG_<br>LIA | FLAG_LOAN<br>_MODTN | FLAG_MRTG_<br>TO_FCLTT |
| 119 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 120 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 121 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 122 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 123 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 124 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 125 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |
| 126 |                   |                  |        |         |                        |                 |                    |                 |                  |                        |              |                     |                        |

|    | CH                 | CI                   | CJ                    | CK | CL           | CM         | CN              | CO               | CP                     | CQ                 |
|----|--------------------|----------------------|-----------------------|----|--------------|------------|-----------------|------------------|------------------------|--------------------|
| 1  | FLAG_RSET_<br>BLLN | FLAG_STRCTD_<br>DEAL | ID_LOAN_<br>CONT_GEND |    | NAME_BORR1   | NAME_BORR2 | NAME_CONDO_PROJ | NBR_ARC_<br>DAYS | NBR_CONT_S<br>RCE_SYST | NBR_LOAN_<br>MIDAS |
| 2  |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 3  |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 4  |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 5  |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 6  |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 7  |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 8  |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 9  | N                  | Y                    | 29820126              |    | GUTIERREZ, I |            | UNKNOWN         | 3                | 0508126006             | 2250               |
| 10 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 11 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 12 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 13 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 14 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 15 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 16 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 17 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 18 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 19 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 20 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 21 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 22 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 23 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 24 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 25 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 26 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 27 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 28 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 29 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 30 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 31 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 32 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 33 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 34 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 35 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 36 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 37 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 38 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 39 |                    |                      |                       |    |              |            |                 |                  |                        |                    |
| 40 |                    |                      |                       |    |              |            |                 |                  |                        |                    |

|    | CH                 | CI                   | CJ                    | CK | CL         | CM         | CN              | CO               | CP                     | CQ                 |
|----|--------------------|----------------------|-----------------------|----|------------|------------|-----------------|------------------|------------------------|--------------------|
| 1  | FLAG_RSET_<br>BLLN | FLAG_STRCTD_<br>DEAL | ID_LOAN_<br>CONT_GEND |    | NAME_BORR1 | NAME_BORR2 | NAME_CONDO_PROJ | NBR_ARC_<br>DAYS | NBR_CONT_S<br>RCE_SYST | NBR_LOAN_<br>MIDAS |
| 41 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 42 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 43 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 44 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 45 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 46 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 47 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 48 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 49 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 50 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 51 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 52 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 53 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 54 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 55 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 56 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 57 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 58 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 59 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 60 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 61 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 62 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 63 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 64 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 65 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 66 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 67 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 68 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 69 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 70 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 71 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 72 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 73 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 74 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 75 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 76 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 77 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 78 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 79 |                    |                      |                       |    |            |            |                 |                  |                        |                    |

|     | CH                 | CI                   | CJ                    | CK | CL         | CM         | CN              | CO               | CP                     | CQ                 |
|-----|--------------------|----------------------|-----------------------|----|------------|------------|-----------------|------------------|------------------------|--------------------|
| 1   | FLAG_RSET_<br>BLLN | FLAG_STRCTD_<br>DEAL | ID_LOAN_<br>CONT_GEND |    | NAME_BORR1 | NAME_BORR2 | NAME_CONDO_PROJ | NBR_ARC_<br>DAYS | NBR_CONT_S<br>RCE_SYST | NBR_LOAN_<br>MIDAS |
| 80  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 81  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 82  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 83  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 84  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 85  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 86  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 87  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 88  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 89  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 90  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 91  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 92  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 93  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 94  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 95  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 96  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 97  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 98  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 99  |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 100 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 101 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 102 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 103 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 104 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 105 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 106 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 107 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 108 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 109 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 110 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 111 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 112 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 113 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 114 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 115 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 116 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 117 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 118 |                    |                      |                       |    |            |            |                 |                  |                        |                    |

|     | CH                 | CI                   | CJ                    | CK | CL         | CM         | CN              | CO               | CP                     | CQ                 |
|-----|--------------------|----------------------|-----------------------|----|------------|------------|-----------------|------------------|------------------------|--------------------|
| 1   | FLAG_RSET_<br>BLLN | FLAG_STRCTD_<br>DEAL | ID_LOAN_<br>CONT_GEND |    | NAME_BORR1 | NAME_BORR2 | NAME_CONDO_PROJ | NBR_ARC_<br>DAYS | NBR_CONT_S<br>RCE_SYST | NBR_LOAN_<br>MIDAS |
| 119 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 120 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 121 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 122 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 123 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 124 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 125 |                    |                      |                       |    |            |            |                 |                  |                        |                    |
| 126 |                    |                      |                       |    |            |            |                 |                  |                        |                    |

|    | CR              | CS        | CT               | CU      | CV               | CW                | CX                   | CY           | CZ                 | DA                    | DB                     | DC             |   |   |
|----|-----------------|-----------|------------------|---------|------------------|-------------------|----------------------|--------------|--------------------|-----------------------|------------------------|----------------|---|---|
|    | NBR_LOAN_<br>PE | NBR_MC    | NBR_SARC_<br>DUE | NBR_SLR | NBR_SLR_<br>DLVY | NBR_SLR_<br>_LOAN | NBR_SSR_<br>RPSWRNTS | NBR_<br>SVCR | NBR_SVCR_<br>_MRTG | NBR_SVCR_<br>RPSWRNTS | PCT_ADJD_<br>GUARN_FEE | PCT_FM_<br>OWN |   |   |
| 1  |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 2  |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 3  |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 4  |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 5  |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 6  |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 7  |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 8  |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 9  |                 | T05012883 |                  | 204305  | 204305           |                   | 3363                 | 156542       | 157328             |                       | 3363                   | 157328         | 0 | 1 |
| 10 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 11 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 12 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 13 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 14 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 15 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 16 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 17 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 18 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 19 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 20 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 21 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 22 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 23 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 24 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 25 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 26 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 27 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 28 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 29 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 30 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 31 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 32 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 33 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 34 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 35 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 36 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 37 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 38 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 39 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |
| 40 |                 |           |                  |         |                  |                   |                      |              |                    |                       |                        |                |   |   |



|    | CR              | CS     | CT               | CU                 | CV               | CW               | CX                   | CY           | CZ                | DA                    | DB                     | DC             |
|----|-----------------|--------|------------------|--------------------|------------------|------------------|----------------------|--------------|-------------------|-----------------------|------------------------|----------------|
| 1  | NBR_LOAN_<br>PE | NBR_MC | NBR_SARC_<br>DUE | NBR_SLR<br>NBR_SLR | NBR_SLR_<br>DLVY | NBR_SLR<br>_LOAN | NBR_SSR_<br>RPSWRNTS | NBR_<br>SVCR | NBR_SVCR<br>_MRTG | NBR_SVCR_<br>RPSWRNTS | PCT_ADJD_<br>GUARN_FEE | PCT_FM_<br>OWN |
| 41 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 42 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 43 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 44 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 45 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 46 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 47 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 48 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 49 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 50 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 51 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 52 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 53 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 54 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 55 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 56 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 57 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 58 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 59 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 60 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 61 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 62 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 63 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 64 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 65 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 66 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 67 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 68 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 69 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 70 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 71 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 72 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 73 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 74 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 75 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 76 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 77 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 78 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 79 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |

|     | CR              | CS     | CT               | CU                 | CV               | CW               | CX                   | CY           | CZ                | DA                    | DB                     | DC             |
|-----|-----------------|--------|------------------|--------------------|------------------|------------------|----------------------|--------------|-------------------|-----------------------|------------------------|----------------|
| 1   | NBR_LOAN_<br>PE | NBR_MC | NBR_SARC_<br>DUE | NBR_SLR<br>NBR_SLR | NBR_SLR_<br>DLVY | NBR_SLR<br>_LOAN | NBR_SSR_<br>RPSWRNTS | NBR_<br>SVCR | NBR_SVCR<br>_MRTG | NBR_SVCR_<br>RPSWRNTS | PCT_ADJD_<br>GUARN_FEE | PCT_FM_<br>OWN |
| 80  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 81  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 82  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 83  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 84  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 85  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 86  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 87  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 88  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 89  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 90  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 91  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 92  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 93  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 94  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 95  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 96  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 97  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 98  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 99  |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 100 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 101 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 102 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 103 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 104 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 105 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 106 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 107 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 108 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 109 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 110 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 111 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 112 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 113 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 114 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 115 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 116 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 117 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |
| 118 |                 |        |                  |                    |                  |                  |                      |              |                   |                       |                        |                |

|     | CR              | CS     | CT               | CU                  | CV               | CW                | CX                   | CY           | CZ                 | DA                    | DB                     | DC             |
|-----|-----------------|--------|------------------|---------------------|------------------|-------------------|----------------------|--------------|--------------------|-----------------------|------------------------|----------------|
| 1   | NBR_LOAN_<br>PE | NBR_MC | NBR_SARC_<br>DUE | NBR_SLR_<br>NBR_SLR | NBR_SLR_<br>DLVY | NBR_SLR_<br>_LOAN | NBR_SSR_<br>RPSWRNTS | NBR_<br>SVCR | NBR_SVCR_<br>_MRTG | NBR_SVCR_<br>RPSWRNTS | PCT_ADJD_<br>GUARN_FEE | PCT_FM_<br>OWN |
| 119 |                 |        |                  |                     |                  |                   |                      |              |                    |                       |                        |                |
| 120 |                 |        |                  |                     |                  |                   |                      |              |                    |                       |                        |                |
| 121 |                 |        |                  |                     |                  |                   |                      |              |                    |                       |                        |                |
| 122 |                 |        |                  |                     |                  |                   |                      |              |                    |                       |                        |                |
| 123 |                 |        |                  |                     |                  |                   |                      |              |                    |                       |                        |                |
| 124 |                 |        |                  |                     |                  |                   |                      |              |                    |                       |                        |                |
| 125 |                 |        |                  |                     |                  |                   |                      |              |                    |                       |                        |                |
| 126 |                 |        |                  |                     |                  |                   |                      |              |                    |                       |                        |                |

|    | DD                  | DE | DF               | DG               | DH            | DI                  | DJ                | DK                 | DL                 | DM               | DN                   | DO               | DP                 |
|----|---------------------|----|------------------|------------------|---------------|---------------------|-------------------|--------------------|--------------------|------------------|----------------------|------------------|--------------------|
| 1  | PCT_RATIO_<br>BU_BD |    | RATE_<br>GFEE_BD | RATE_<br>GFEE_BU | RATE_<br>NOTE | RATE_NOTE_<br>ORIGN | RATE_NOTE_<br>PCH | RATE_NOTE_<br>RPTD | RATE_ORIGL_<br>LTV | RATE_PCH_<br>LTV | RATE_SVCG_<br>CMPSTN | VAL_AMTN_<br>PER | VAL_DOCTN_<br>TYPE |
| 2  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 3  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 4  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 5  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 6  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 7  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 8  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 9  | 0                   |    |                  |                  | 0.035         | 0.0675              | 0.0675            | 0.035              | 0.8                | 0.8              |                      | MONTHLY          | FULL               |
| 10 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 11 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 12 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 13 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 14 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 15 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 16 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 17 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 18 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 19 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 20 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 21 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 22 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 23 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 24 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 25 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 26 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 27 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 28 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 29 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 30 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 31 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 32 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 33 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 34 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 35 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 36 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 37 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 38 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 39 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 40 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |

|    | DD                  | DE | DF               | DG               | DH            | DI                  | DJ                | DK                 | DL                 | DM               | DN                   | DO               | DP                 |
|----|---------------------|----|------------------|------------------|---------------|---------------------|-------------------|--------------------|--------------------|------------------|----------------------|------------------|--------------------|
| 1  | PCT_RATIO_<br>BU_BD |    | RATE_<br>GFEE_BD | RATE_<br>GFEE_BU | RATE_<br>NOTE | RATE_NOTE_<br>ORIGN | RATE_NOTE_<br>PCH | RATE_NOTE_<br>RPTD | RATE_ORIGL_<br>LTV | RATE_PCH_<br>LTV | RATE_SVCG_<br>CMPSTN | VAL_AMTN_<br>PER | VAL_DOCTN_<br>TYPE |
| 41 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 42 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 43 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 44 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 45 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 46 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 47 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 48 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 49 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 50 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 51 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 52 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 53 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 54 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 55 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 56 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 57 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 58 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 59 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 60 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 61 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 62 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 63 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 64 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 65 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 66 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 67 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 68 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 69 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 70 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 71 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 72 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 73 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 74 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 75 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 76 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 77 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 78 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 79 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |

|     | DD                  | DE | DF               | DG               | DH            | DI                  | DJ                | DK                 | DL                 | DM               | DN                   | DO               | DP                 |
|-----|---------------------|----|------------------|------------------|---------------|---------------------|-------------------|--------------------|--------------------|------------------|----------------------|------------------|--------------------|
| 1   | PCT_RATIO_<br>BU_BD |    | RATE_<br>GFEE_BD | RATE_<br>GFEE_BU | RATE_<br>NOTE | RATE_NOTE_<br>ORIGN | RATE_NOTE_<br>PCH | RATE_NOTE_<br>RPTD | RATE_ORIGL_<br>LTV | RATE_PCH_<br>LTV | RATE_SVCG_<br>CMPSTN | VAL_AMTN_<br>PER | VAL_DOCTN_<br>TYPE |
| 80  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 81  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 82  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 83  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 84  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 85  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 86  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 87  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 88  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 89  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 90  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 91  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 92  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 93  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 94  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 95  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 96  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 97  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 98  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 99  |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 100 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 101 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 102 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 103 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 104 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 105 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 106 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 107 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 108 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 109 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 110 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 111 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 112 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 113 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 114 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 115 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 116 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 117 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 118 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |

|     | DD                  | DE | DF               | DG               | DH            | DI                  | DJ                | DK                 | DL                 | DM               | DN                   | DO               | DP                 |
|-----|---------------------|----|------------------|------------------|---------------|---------------------|-------------------|--------------------|--------------------|------------------|----------------------|------------------|--------------------|
| 1   | PCT_RATIO_<br>BU_BD |    | RATE_<br>GFEE_BD | RATE_<br>GFEE_BU | RATE_<br>NOTE | RATE_NOTE_<br>ORIGN | RATE_NOTE_<br>PCH | RATE_NOTE_<br>RPTD | RATE_ORIGL_<br>LTV | RATE_PCH_<br>LTV | RATE_SVCG_<br>CMPSTN | VAL_AMTN_<br>PER | VAL_DOCTN_<br>TYPE |
| 119 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 120 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 121 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 122 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 123 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 124 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 125 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |
| 126 |                     |    |                  |                  |               |                     |                   |                    |                    |                  |                      |                  |                    |

|    | DQ                  | DR                  | DS            | DT          | DU               | DV              | DW             | DX                | DY            |
|----|---------------------|---------------------|---------------|-------------|------------------|-----------------|----------------|-------------------|---------------|
| 1  | VAL_INTNT_O<br>CCPY | VAL_LOAN_<br>DISPTN | VAL_LOAN_PURP | VAL_LOAN_ST | VAL_MRTG_<br>FTR | VAL_MTY_<br>PER | VAL_<br>OFFERG | VAL_PPTY_PROJ_CLS | VAL_PPTY_TYPE |
| 2  |                     |                     |               |             |                  |                 |                |                   |               |
| 3  |                     |                     |               |             |                  |                 |                |                   |               |
| 4  |                     |                     |               |             |                  |                 |                |                   |               |
| 5  |                     |                     |               |             |                  |                 |                |                   |               |
| 6  |                     |                     |               |             |                  |                 |                |                   |               |
| 7  |                     |                     |               |             |                  |                 |                |                   |               |
| 8  |                     |                     |               |             |                  |                 |                |                   |               |
| 9  | PRIMARY             | SOLD                | PURCHASE      | FORECLOSURE |                  | MONTHLY         |                |                   | PUD           |
| 10 |                     |                     |               |             |                  |                 |                |                   |               |
| 11 |                     |                     |               |             |                  |                 |                |                   |               |
| 12 |                     |                     |               |             |                  |                 |                |                   |               |
| 13 |                     |                     |               |             |                  |                 |                |                   |               |
| 14 |                     |                     |               |             |                  |                 |                |                   |               |
| 15 |                     |                     |               |             |                  |                 |                |                   |               |
| 16 |                     |                     |               |             |                  |                 |                |                   |               |
| 17 |                     |                     |               |             |                  |                 |                |                   |               |
| 18 |                     |                     |               |             |                  |                 |                |                   |               |
| 19 |                     |                     |               |             |                  |                 |                |                   |               |
| 20 |                     |                     |               |             |                  |                 |                |                   |               |
| 21 |                     |                     |               |             |                  |                 |                |                   |               |
| 22 |                     |                     |               |             |                  |                 |                |                   |               |
| 23 |                     |                     |               |             |                  |                 |                |                   |               |
| 24 |                     |                     |               |             |                  |                 |                |                   |               |
| 25 |                     |                     |               |             |                  |                 |                |                   |               |
| 26 |                     |                     |               |             |                  |                 |                |                   |               |
| 27 |                     |                     |               |             |                  |                 |                |                   |               |
| 28 |                     |                     |               |             |                  |                 |                |                   |               |
| 29 |                     |                     |               |             |                  |                 |                |                   |               |
| 30 |                     |                     |               |             |                  |                 |                |                   |               |
| 31 |                     |                     |               |             |                  |                 |                |                   |               |
| 32 |                     |                     |               |             |                  |                 |                |                   |               |
| 33 |                     |                     |               |             |                  |                 |                |                   |               |
| 34 |                     |                     |               |             |                  |                 |                |                   |               |
| 35 |                     |                     |               |             |                  |                 |                |                   |               |
| 36 |                     |                     |               |             |                  |                 |                |                   |               |
| 37 |                     |                     |               |             |                  |                 |                |                   |               |
| 38 |                     |                     |               |             |                  |                 |                |                   |               |
| 39 |                     |                     |               |             |                  |                 |                |                   |               |
| 40 |                     |                     |               |             |                  |                 |                |                   |               |



|    | DQ                  | DR                  | DS            | DT          | DU               | DV              | DW             | DX                | DY            |
|----|---------------------|---------------------|---------------|-------------|------------------|-----------------|----------------|-------------------|---------------|
| 1  | VAL_INTNT_O<br>CCPY | VAL_LOAN_<br>DISPTN | VAL_LOAN_PURP | VAL_LOAN_ST | VAL_MRTG_<br>FTR | VAL_MTY_<br>PER | VAL_<br>OFFERG | VAL_PPTY_PROJ_CLS | VAL_PPTY_TYPE |
| 41 |                     |                     |               |             |                  |                 |                |                   |               |
| 42 |                     |                     |               |             |                  |                 |                |                   |               |
| 43 |                     |                     |               |             |                  |                 |                |                   |               |
| 44 |                     |                     |               |             |                  |                 |                |                   |               |
| 45 |                     |                     |               |             |                  |                 |                |                   |               |
| 46 |                     |                     |               |             |                  |                 |                |                   |               |
| 47 |                     |                     |               |             |                  |                 |                |                   |               |
| 48 |                     |                     |               |             |                  |                 |                |                   |               |
| 49 |                     |                     |               |             |                  |                 |                |                   |               |
| 50 |                     |                     |               |             |                  |                 |                |                   |               |
| 51 |                     |                     |               |             |                  |                 |                |                   |               |
| 52 |                     |                     |               |             |                  |                 |                |                   |               |
| 53 |                     |                     |               |             |                  |                 |                |                   |               |
| 54 |                     |                     |               |             |                  |                 |                |                   |               |
| 55 |                     |                     |               |             |                  |                 |                |                   |               |
| 56 |                     |                     |               |             |                  |                 |                |                   |               |
| 57 |                     |                     |               |             |                  |                 |                |                   |               |
| 58 |                     |                     |               |             |                  |                 |                |                   |               |
| 59 |                     |                     |               |             |                  |                 |                |                   |               |
| 60 |                     |                     |               |             |                  |                 |                |                   |               |
| 61 |                     |                     |               |             |                  |                 |                |                   |               |
| 62 |                     |                     |               |             |                  |                 |                |                   |               |
| 63 |                     |                     |               |             |                  |                 |                |                   |               |
| 64 |                     |                     |               |             |                  |                 |                |                   |               |
| 65 |                     |                     |               |             |                  |                 |                |                   |               |
| 66 |                     |                     |               |             |                  |                 |                |                   |               |
| 67 |                     |                     |               |             |                  |                 |                |                   |               |
| 68 |                     |                     |               |             |                  |                 |                |                   |               |
| 69 |                     |                     |               |             |                  |                 |                |                   |               |
| 70 |                     |                     |               |             |                  |                 |                |                   |               |
| 71 |                     |                     |               |             |                  |                 |                |                   |               |
| 72 |                     |                     |               |             |                  |                 |                |                   |               |
| 73 |                     |                     |               |             |                  |                 |                |                   |               |
| 74 |                     |                     |               |             |                  |                 |                |                   |               |
| 75 |                     |                     |               |             |                  |                 |                |                   |               |
| 76 |                     |                     |               |             |                  |                 |                |                   |               |
| 77 |                     |                     |               |             |                  |                 |                |                   |               |
| 78 |                     |                     |               |             |                  |                 |                |                   |               |
| 79 |                     |                     |               |             |                  |                 |                |                   |               |

|     | DQ                  | DR                  | DS            | DT          | DU               | DV              | DW             | DX                | DY            |
|-----|---------------------|---------------------|---------------|-------------|------------------|-----------------|----------------|-------------------|---------------|
| 1   | VAL_INTNT_O<br>CCPY | VAL_LOAN_<br>DISPTN | VAL_LOAN_PURP | VAL_LOAN_ST | VAL_MRTG_<br>FTR | VAL_MTY_<br>PER | VAL_<br>OFFERG | VAL_PPTY_PROJ_CLS | VAL_PPTY_TYPE |
| 80  |                     |                     |               |             |                  |                 |                |                   |               |
| 81  |                     |                     |               |             |                  |                 |                |                   |               |
| 82  |                     |                     |               |             |                  |                 |                |                   |               |
| 83  |                     |                     |               |             |                  |                 |                |                   |               |
| 84  |                     |                     |               |             |                  |                 |                |                   |               |
| 85  |                     |                     |               |             |                  |                 |                |                   |               |
| 86  |                     |                     |               |             |                  |                 |                |                   |               |
| 87  |                     |                     |               |             |                  |                 |                |                   |               |
| 88  |                     |                     |               |             |                  |                 |                |                   |               |
| 89  |                     |                     |               |             |                  |                 |                |                   |               |
| 90  |                     |                     |               |             |                  |                 |                |                   |               |
| 91  |                     |                     |               |             |                  |                 |                |                   |               |
| 92  |                     |                     |               |             |                  |                 |                |                   |               |
| 93  |                     |                     |               |             |                  |                 |                |                   |               |
| 94  |                     |                     |               |             |                  |                 |                |                   |               |
| 95  |                     |                     |               |             |                  |                 |                |                   |               |
| 96  |                     |                     |               |             |                  |                 |                |                   |               |
| 97  |                     |                     |               |             |                  |                 |                |                   |               |
| 98  |                     |                     |               |             |                  |                 |                |                   |               |
| 99  |                     |                     |               |             |                  |                 |                |                   |               |
| 100 |                     |                     |               |             |                  |                 |                |                   |               |
| 101 |                     |                     |               |             |                  |                 |                |                   |               |
| 102 |                     |                     |               |             |                  |                 |                |                   |               |
| 103 |                     |                     |               |             |                  |                 |                |                   |               |
| 104 |                     |                     |               |             |                  |                 |                |                   |               |
| 105 |                     |                     |               |             |                  |                 |                |                   |               |
| 106 |                     |                     |               |             |                  |                 |                |                   |               |
| 107 |                     |                     |               |             |                  |                 |                |                   |               |
| 108 |                     |                     |               |             |                  |                 |                |                   |               |
| 109 |                     |                     |               |             |                  |                 |                |                   |               |
| 110 |                     |                     |               |             |                  |                 |                |                   |               |
| 111 |                     |                     |               |             |                  |                 |                |                   |               |
| 112 |                     |                     |               |             |                  |                 |                |                   |               |
| 113 |                     |                     |               |             |                  |                 |                |                   |               |
| 114 |                     |                     |               |             |                  |                 |                |                   |               |
| 115 |                     |                     |               |             |                  |                 |                |                   |               |
| 116 |                     |                     |               |             |                  |                 |                |                   |               |
| 117 |                     |                     |               |             |                  |                 |                |                   |               |
| 118 |                     |                     |               |             |                  |                 |                |                   |               |

|     | DQ                  | DR                  | DS            | DT          | DU               | DV              | DW             | DX                | DY            |
|-----|---------------------|---------------------|---------------|-------------|------------------|-----------------|----------------|-------------------|---------------|
| 1   | VAL_INTNT_O<br>CCPY | VAL_LOAN_<br>DISPTN | VAL_LOAN_PURP | VAL_LOAN_ST | VAL_MRTG_<br>FTR | VAL_MTY_<br>PER | VAL_<br>OFFERG | VAL_PPTY_PROJ_CLS | VAL_PPTY_TYPE |
| 119 |                     |                     |               |             |                  |                 |                |                   |               |
| 120 |                     |                     |               |             |                  |                 |                |                   |               |
| 121 |                     |                     |               |             |                  |                 |                |                   |               |
| 122 |                     |                     |               |             |                  |                 |                |                   |               |
| 123 |                     |                     |               |             |                  |                 |                |                   |               |
| 124 |                     |                     |               |             |                  |                 |                |                   |               |
| 125 |                     |                     |               |             |                  |                 |                |                   |               |
| 126 |                     |                     |               |             |                  |                 |                |                   |               |

|    | DZ                 | EA                 | EB                 | EC                     | ED     | EE          | EF                | EG | EH                         | EI                   |
|----|--------------------|--------------------|--------------------|------------------------|--------|-------------|-------------------|----|----------------------------|----------------------|
| 1  | VAL_REFIN<br>_TYPE | VAL_RMTCE_<br>OPTN | VAL_SVCG_<br>DESTN | VAL_SVCG_<br>DESTN_RSN | YR_BLT | DT_LST_UPDT | CD_BFRCT<br>_TYPE |    | AMT_BORR_<br>INCNTV_CRTLMT | AMT_INT_<br>BRNG_UPB |
| 2  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 3  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 4  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 5  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 6  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 7  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 8  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 9  | N/A                | Null               | MIDAS              | MIDAS_ORIGN            | 2005   | 7/18/2017   | 4                 |    | \$ -                       | \$ 271,066.83        |
| 10 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 11 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 12 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 13 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 14 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 15 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 16 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 17 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 18 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 19 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 20 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 21 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 22 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 23 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 24 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 25 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 26 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 27 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 28 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 29 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 30 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 31 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 32 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 33 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 34 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 35 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 36 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 37 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 38 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 39 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 40 |                    |                    |                    |                        |        |             |                   |    |                            |                      |

|    | DZ                 | EA                 | EB                 | EC                     | ED     | EE          | EF                | EG | EH                         | EI                   |
|----|--------------------|--------------------|--------------------|------------------------|--------|-------------|-------------------|----|----------------------------|----------------------|
| 1  | VAL_REFIN<br>_TYPE | VAL_RMTCE_<br>OPTN | VAL_SVCG_<br>DESTN | VAL_SVCG_<br>DESTN_RSN | YR_BLT | DT_LST_UPDT | CD_BFRCT<br>_TYPE |    | AMT_BORR_<br>INCNTV_CTRLMT | AMT_INT_<br>BRNG_UPB |
| 41 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 42 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 43 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 44 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 45 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 46 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 47 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 48 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 49 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 50 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 51 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 52 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 53 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 54 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 55 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 56 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 57 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 58 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 59 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 60 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 61 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 62 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 63 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 64 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 65 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 66 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 67 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 68 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 69 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 70 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 71 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 72 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 73 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 74 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 75 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 76 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 77 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 78 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 79 |                    |                    |                    |                        |        |             |                   |    |                            |                      |

|     | DZ                 | EA                 | EB                 | EC                     | ED     | EE          | EF                | EG | EH                         | EI                   |
|-----|--------------------|--------------------|--------------------|------------------------|--------|-------------|-------------------|----|----------------------------|----------------------|
| 1   | VAL_REFIN<br>_TYPE | VAL_RMTCE_<br>OPTN | VAL_SVCG_<br>DESTN | VAL_SVCG_<br>DESTN_RSN | YR_BLT | DT_LST_UPDT | CD_BFRCT<br>_TYPE |    | AMT_BORR_<br>INCNTV_CTRLMT | AMT_INT_<br>BRNG_UPB |
| 80  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 81  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 82  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 83  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 84  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 85  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 86  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 87  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 88  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 89  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 90  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 91  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 92  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 93  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 94  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 95  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 96  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 97  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 98  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 99  |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 100 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 101 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 102 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 103 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 104 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 105 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 106 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 107 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 108 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 109 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 110 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 111 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 112 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 113 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 114 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 115 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 116 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 117 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 118 |                    |                    |                    |                        |        |             |                   |    |                            |                      |

|     | DZ                 | EA                 | EB                 | EC                     | ED     | EE          | EF                | EG | EH                         | EI                   |
|-----|--------------------|--------------------|--------------------|------------------------|--------|-------------|-------------------|----|----------------------------|----------------------|
| 1   | VAL_REFIN<br>_TYPE | VAL_RMTCE_<br>OPTN | VAL_SVCG_<br>DESTN | VAL_SVCG_<br>DESTN_RSN | YR_BLT | DT_LST_UPDT | CD_BFRCT<br>_TYPE |    | AMT_BORR_<br>INCNTV_CRTLMT | AMT_INT_<br>BRNG_UPB |
| 119 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 120 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 121 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 122 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 123 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 124 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 125 |                    |                    |                    |                        |        |             |                   |    |                            |                      |
| 126 |                    |                    |                    |                        |        |             |                   |    |                            |                      |

|    | EJ                               | EK                       |
|----|----------------------------------|--------------------------|
| 1  | AMT_NON_INT_<br>BRNG_PRIN_CRTLMT | AMT_NON_INT_<br>BRNG_UPB |
| 2  |                                  |                          |
| 3  |                                  |                          |
| 4  |                                  |                          |
| 5  |                                  |                          |
| 6  |                                  |                          |
| 7  |                                  |                          |
| 8  |                                  |                          |
| 9  | \$ -                             | \$ -                     |
| 10 |                                  |                          |
| 11 |                                  |                          |
| 12 |                                  |                          |
| 13 |                                  |                          |
| 14 |                                  |                          |
| 15 |                                  |                          |
| 16 |                                  |                          |
| 17 |                                  |                          |
| 18 |                                  |                          |
| 19 |                                  |                          |
| 20 |                                  |                          |
| 21 |                                  |                          |
| 22 |                                  |                          |
| 23 |                                  |                          |
| 24 |                                  |                          |
| 25 |                                  |                          |
| 26 |                                  |                          |
| 27 |                                  |                          |
| 28 |                                  |                          |
| 29 |                                  |                          |
| 30 |                                  |                          |
| 31 |                                  |                          |
| 32 |                                  |                          |
| 33 |                                  |                          |
| 34 |                                  |                          |
| 35 |                                  |                          |
| 36 |                                  |                          |
| 37 |                                  |                          |
| 38 |                                  |                          |
| 39 |                                  |                          |
| 40 |                                  |                          |



|    | EJ                               | EK                       |
|----|----------------------------------|--------------------------|
| 1  | AMT_NON_INT_<br>BRNG_PRIN_CRTLMT | AMT_NON_INT_<br>BRNG_UPB |
| 41 |                                  |                          |
| 42 |                                  |                          |
| 43 |                                  |                          |
| 44 |                                  |                          |
| 45 |                                  |                          |
| 46 |                                  |                          |
| 47 |                                  |                          |
| 48 |                                  |                          |
| 49 |                                  |                          |
| 50 |                                  |                          |
| 51 |                                  |                          |
| 52 |                                  |                          |
| 53 |                                  |                          |
| 54 |                                  |                          |
| 55 |                                  |                          |
| 56 |                                  |                          |
| 57 |                                  |                          |
| 58 |                                  |                          |
| 59 |                                  |                          |
| 60 |                                  |                          |
| 61 |                                  |                          |
| 62 |                                  |                          |
| 63 |                                  |                          |
| 64 |                                  |                          |
| 65 |                                  |                          |
| 66 |                                  |                          |
| 67 |                                  |                          |
| 68 |                                  |                          |
| 69 |                                  |                          |
| 70 |                                  |                          |
| 71 |                                  |                          |
| 72 |                                  |                          |
| 73 |                                  |                          |
| 74 |                                  |                          |
| 75 |                                  |                          |
| 76 |                                  |                          |
| 77 |                                  |                          |
| 78 |                                  |                          |
| 79 |                                  |                          |

|     | EJ                               | EK                       |
|-----|----------------------------------|--------------------------|
| 1   | AMT_NON_INT_<br>BRNG_PRIN_CRTLMT | AMT_NON_INT_<br>BRNG_UPB |
| 80  |                                  |                          |
| 81  |                                  |                          |
| 82  |                                  |                          |
| 83  |                                  |                          |
| 84  |                                  |                          |
| 85  |                                  |                          |
| 86  |                                  |                          |
| 87  |                                  |                          |
| 88  |                                  |                          |
| 89  |                                  |                          |
| 90  |                                  |                          |
| 91  |                                  |                          |
| 92  |                                  |                          |
| 93  |                                  |                          |
| 94  |                                  |                          |
| 95  |                                  |                          |
| 96  |                                  |                          |
| 97  |                                  |                          |
| 98  |                                  |                          |
| 99  |                                  |                          |
| 100 |                                  |                          |
| 101 |                                  |                          |
| 102 |                                  |                          |
| 103 |                                  |                          |
| 104 |                                  |                          |
| 105 |                                  |                          |
| 106 |                                  |                          |
| 107 |                                  |                          |
| 108 |                                  |                          |
| 109 |                                  |                          |
| 110 |                                  |                          |
| 111 |                                  |                          |
| 112 |                                  |                          |
| 113 |                                  |                          |
| 114 |                                  |                          |
| 115 |                                  |                          |
| 116 |                                  |                          |
| 117 |                                  |                          |
| 118 |                                  |                          |

|     | EJ                               | EK                       |
|-----|----------------------------------|--------------------------|
| 1   | AMT_NON_INT_<br>BRNG_PRIN_CRTLMT | AMT_NON_INT_<br>BRNG_UPB |
| 119 |                                  |                          |
| 120 |                                  |                          |
| 121 |                                  |                          |
| 122 |                                  |                          |
| 123 |                                  |                          |
| 124 |                                  |                          |
| 125 |                                  |                          |
| 126 |                                  |                          |

1 - Default 3270 (17224.166.229)

File Edit Transfer Ports Options Tools View Windows Help

F <==FUNCTION LOAN BASIC INQUIRY ORU2001E 0065  
PAGE 1 OF 2 (0AU0010S) 07/26/17 1328

|                        |                   |                        |                   |
|------------------------|-------------------|------------------------|-------------------|
| LOAN NUMBER            | : [REDACTED] 2250 | SSR LOAN NBR           | : [REDACTED] 3363 |
| SERVICER NBR           | : 157328          | ORIG AMT PRIN          | : 271,638         |
| SELLER NBR             | : 204305          | PURCHASE UPB           | : 271,638.00      |
| APPROVAL STATE         | : NV              | INT BAG UPB            | : 0.00            |
| FHLMC REGION           | : 11              | DFRD UPB               | : 0.00            |
| PRODUCT                | : K06             | NOTE RATE              | : 06.750          |
| GROUP NBR              | : 0343765         | PART. PCT.             | : 1.00            |
| CONTRACT NBR           | : 0500126006      | FUNDING DATE (YYMMDD)  | : 050822          |
| LOAN DATA TYPE         | : S               | NOTE DATE (YYMMDD)     | : 050706          |
| LOAN TYPE              | : 3               | MATURITY DATE (YYMMDD) | : 350001          |
| LOAN PROPERTY TYPE     | : P1              | LOAN ACCTNG NET YIELD  | : [REDACTED]      |
| LOAN STATUS            | : 3               | PAY OFF DATE (YYMMDD)  | : 000000          |
| OWNERSHIP CODE         | : W               | PAY OFF TYPE           | :                 |
| REF CODE               | : 0012            | LTV RATIO              | : 0.00            |
| LOAN ORIGINATOR        | :                 | ASSOC FM LOAN NBR      | : 000000000       |
| APPR ST LIC            | :                 | LN ORIGINATION COMPANY | :                 |
| LAST CHG DATE (YYMMDD) | : 170703          | SPVR APPR ST LIC       | :                 |
|                        |                   | MOD/CONV DATE (YYMMDD) | : 100901          |

F - PAGE FORWARD R - RETURN TO LOAN DATABASE INQUIRY ONLY MENU  
M - RETURN TO LOAN / GROUP / POOL DATABASES INQUIRY ONLY MENU  
PF4/16 GSE/HMDA

1 - Sess:1 17224.166.229 PMAC2225 1/2

1 - Default 3270 (17224.166.229)

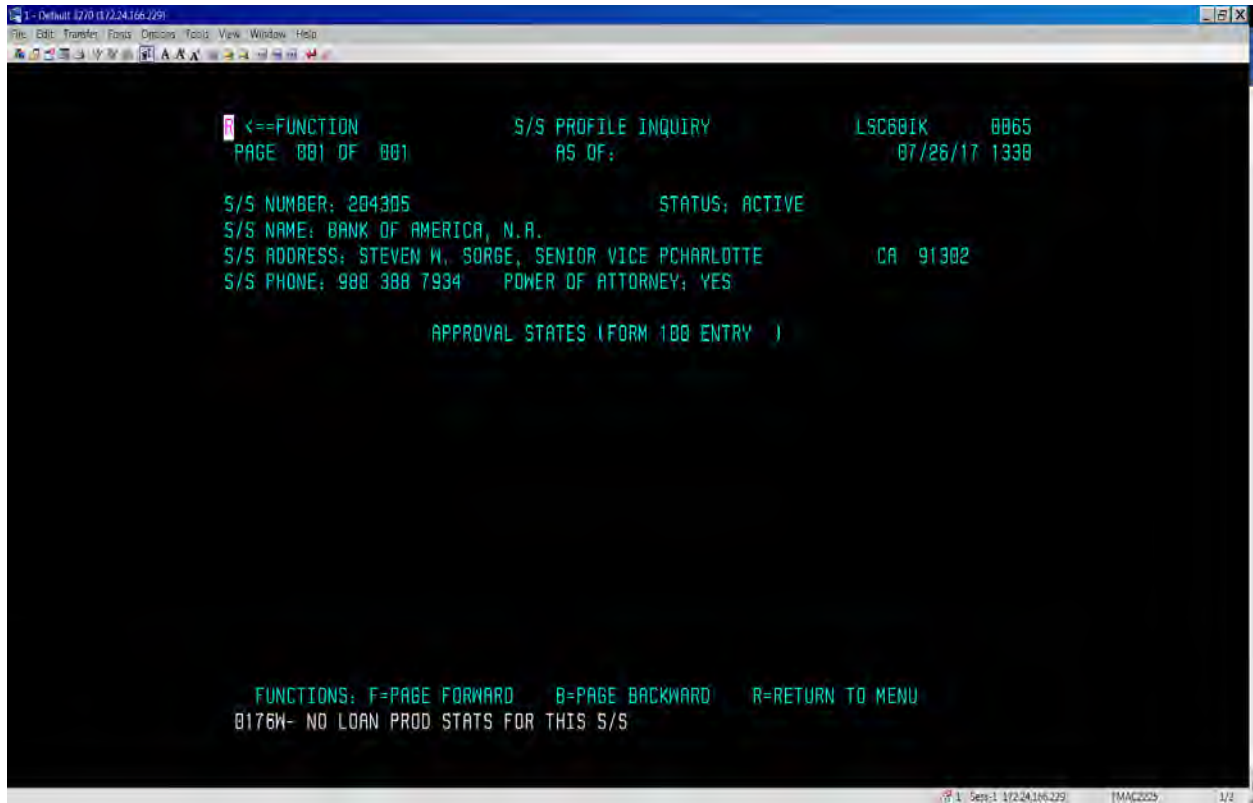
File Edit Transfer Ports Options Tools View Windows Help

R <==FUNCTION LOAN BASIC INQUIRY ORU2051E 0065  
PAGE 2 OF 2 (0AU0010S) 07/26/17 1328

|                          |                               |                            |              |
|--------------------------|-------------------------------|----------------------------|--------------|
| LOAN NUMBER              | : [REDACTED] 2250             |                            |              |
| BORROWER NAME            | : GUTIERREZ, I                |                            |              |
| PROPERTY STREET          | : 668 MOONLIGHT STROLL STREET |                            |              |
| CITY                     | : HENDERSON                   |                            |              |
| STATE                    | : NV                          |                            |              |
| ZIP                      | : 890150000                   | ORIG COMMITMENT FEE TAX    | : 0000000.00 |
| CENSUS TRACT             | :                             | LOAN DATE INTEREST PAID TO | : 050001     |
|                          |                               | MONTHLY PRIN AND INT       | : 001527.96  |
| INDEX SOURCE             | : 041                         | BALLOON TERM               | : 000        |
| INDEX VALUE              | : 00.000                      | DATE BALLOON DUE (YYMMDD)  | : 000000     |
| ADJ. PERIOD              | : 12                          | SF MORTGAGE INS CODE       | : 000        |
| ADJ. NOTE RATE           | : 00.000                      | GUAR MORTGAGE INS CODE     | :            |
| LL SERV FEE              | : 00.375                      | INITIAL ADJ. DATE (YYMMDD) | : 000000     |
| CAP AMOUNT               | : 0.0                         | DISCOUNT                   | : 00000.00   |
| FLEX MONTHS              | : 000                         | PREMIUM                    | : 00000.00   |
| FLEX PAYMT DATE (YYMMDD) | : 000000                      |                            |              |

R - RETURN TO LOAN DATABASE INQUIRY ONLY MENU  
M - RETURN TO LOAN / GROUP / POOL DATABASES INQUIRY ONLY MENU  
PF4/16 GSE/HMDA

1 - Sess:1 17224.166.229 PMAC2225 1/2



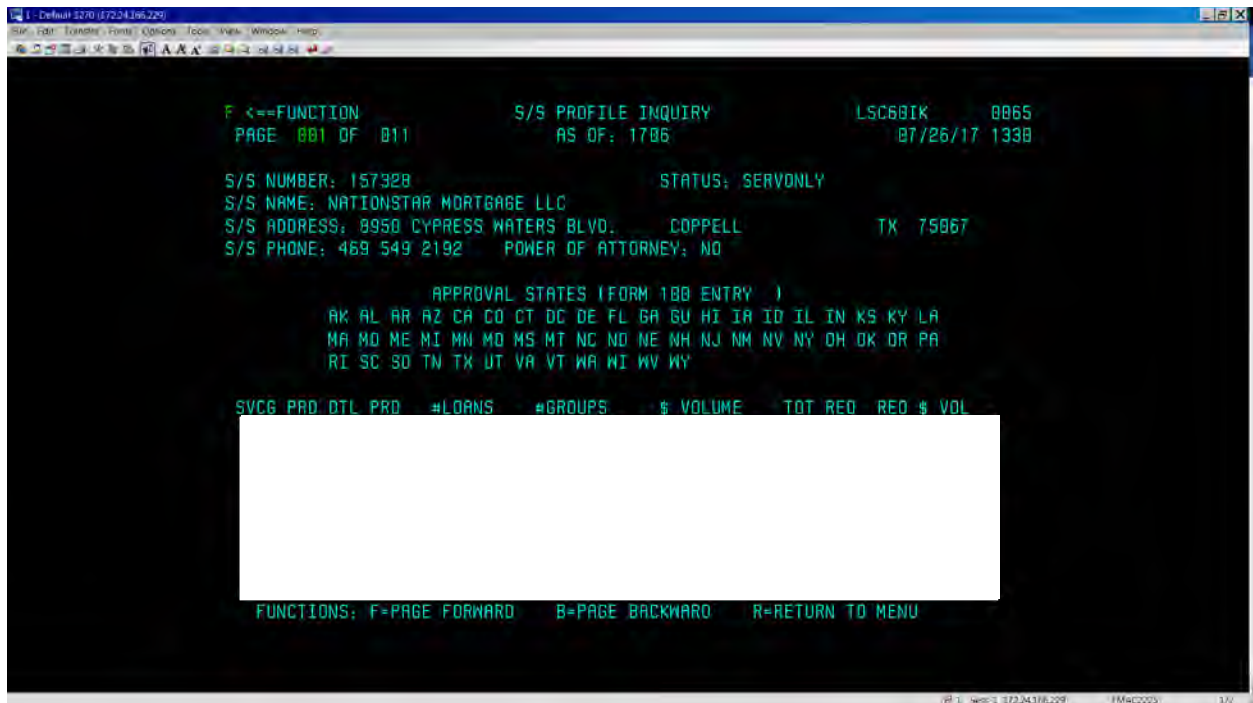
## Loan StatusManager TOS Summary Report

Report generated on Wednesday, July 26, 2017 at 1:04 pm.

SQL returned 1 rows

| Fhlmc Loan Number: [REDACTED] 2250 |          |             |                |                                |                                   |                                |                                   |                                |                                   |
|------------------------------------|----------|-------------|----------------|--------------------------------|-----------------------------------|--------------------------------|-----------------------------------|--------------------------------|-----------------------------------|
| Date Requested                     | Status   | Status Date | Date Effective | Servicer From                  | Servicer To                       | Servicer Family From           | Servicer Family To                | Global Family From             | Global Family To                  |
| 06/27/2012                         | APPROVED | 07/27/2012  | 07/16/2012     | 125949 - BANK OF AMERICA, N.A. | 157328 - NATIONSTAR MORTGAGE, LLC | 121898 - BANK OF AMERICA, N.A. | 157328 - NATIONSTAR MORTGAGE, LLC | 121898 - BANK OF AMERICA, N.A. | 152360 - NATIONSTAR MORTGAGE, LLC |





**Loan Status***Manager*  
**Mortgage Payment History Report**  
Report generated on Wednesday, July 26, 2017 at 1:04 pm.

SQL returned 144 rows

| Fhlmc Loan Number 2250 |               |                     |                       |                      |             |               |              |              |                 |                     |                                       |                    |               |                |          |          |           |                |                |
|------------------------|---------------|---------------------|-----------------------|----------------------|-------------|---------------|--------------|--------------|-----------------|---------------------|---------------------------------------|--------------------|---------------|----------------|----------|----------|-----------|----------------|----------------|
| Accounting Cycle       | Date Reported | Date DDLPI Reported | Last Payment Received | Monthly P&I Due Date | Monthly P&I | Principal Due | Interest Due | Ending UPB   | Int Bearing UPB | Non-Int Bearing UPB | Non-Int Bearing Principal Curtailment | Borrower Incentive | Negam Balance | Prepay Penalty | Proceeds | ANY Rate | Note Rate | Code Exception | Date Exception |
| 07/15/2017             | 07/17/2017    | 03/01/2010          | 01/30/2012            | 07/19/2017           | \$1,524.75  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.500%    |                |                |
| 06/15/2017             | 06/16/2017    | 03/01/2010          | 01/30/2012            | 06/20/2017           | \$1,524.75  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.500%    |                |                |
| 05/15/2017             | 05/16/2017    | 03/01/2010          | 01/30/2012            | 05/18/2017           | \$1,524.75  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.500%    |                |                |
| 04/15/2017             | 04/17/2017    | 03/01/2010          | 01/30/2012            | 04/19/2017           | \$1,524.75  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.500%    |                |                |
| 03/15/2017             | 03/16/2017    | 03/01/2010          | 01/30/2012            | 03/20/2017           | \$1,524.75  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.500%    |                |                |
| 02/15/2017             | 02/16/2017    | 03/01/2010          | 01/30/2012            | 02/21/2017           | \$1,524.75  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.500%    |                |                |
| 01/15/2017             | 01/17/2017    | 03/01/2010          | 01/30/2012            | 01/19/2017           | \$1,524.75  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.500%    |                |                |
| 12/15/2016             | 12/16/2016    | 03/01/2010          | 01/30/2012            | 12/20/2016           | \$1,524.75  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.500%    |                |                |
| 11/15/2016             | 11/17/2016    | 03/01/2010          | 01/30/2012            | 11/18/2016           | \$1,524.75  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.500%    |                |                |
| 10/15/2016             | 10/18/2016    | 03/01/2010          | 01/30/2012            | 10/19/2016           | \$1,524.75  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.500%    |                |                |
| 09/15/2016             | 09/20/2016    | 03/01/2010          | 01/30/2012            | 09/20/2016           | \$1,524.75  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.500%    |                |                |
| 08/15/2016             | 08/18/2016    | 03/01/2010          | 01/30/2012            | 08/18/2016           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 07/15/2016             | 07/19/2016    | 03/01/2010          | 01/30/2012            | 07/20/2016           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 06/15/2016             | 06/17/2016    | 03/01/2010          | 01/30/2012            | 06/20/2016           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 05/15/2016             | 05/17/2016    | 03/01/2010          | 01/30/2012            | 05/18/2016           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 04/15/2016             | 04/19/2016    | 03/01/2010          | 01/30/2012            | 04/20/2016           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 03/15/2016             | 03/18/2016    | 03/01/2010          | 01/30/2012            | 03/18/2016           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 02/15/2016             | 02/17/2016    | 03/01/2010          | 01/30/2012            | 02/18/2016           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 01/15/2016             | 01/20/2016    | 03/01/2010          | 01/30/2012            | 01/21/2016           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 12/15/2015             | 12/17/2015    | 03/01/2010          | 01/30/2012            | 12/18/2015           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 11/15/2015             | 11/17/2015    | 03/01/2010          | 01/30/2012            | 11/18/2015           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 10/15/2015             | 10/19/2015    | 03/01/2010          | 01/30/2012            | 10/20/2015           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 09/15/2015             | 09/18/2015    | 03/01/2010          | 01/30/2012            | 09/18/2015           | \$1,287.72  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 3.000%    |                |                |
| 08/15/2015             | 08/18/2015    | 03/01/2010          | 01/30/2012            | 08/19/2015           | \$1,258.85  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 2.750%    |                |                |
| 07/15/2015             | 07/20/2015    | 03/01/2010          | 01/30/2012            | 07/20/2015           | \$1,258.85  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 2.750%    |                |                |
| 06/15/2015             | 06/18/2015    | 03/01/2010          | 01/30/2012            | 06/18/2015           | \$1,258.85  | \$0.00        | \$0.00       | \$271,066.83 | \$271,066.83    | \$0.00              | \$0.00                                | \$0.00             | \$0.00        | \$0.00         | \$0.00   |          | 2.750%    |                |                |



|            |            |            |            |            |            |        |          |              |              |        |        |        |        |        |        |  |        |
|------------|------------|------------|------------|------------|------------|--------|----------|--------------|--------------|--------|--------|--------|--------|--------|--------|--|--------|
| 05/15/2015 | 05/19/2015 | 03/01/2010 | 01/30/2012 | 05/20/2015 | \$1,258.85 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.750% |
| 04/15/2015 | 04/17/2015 | 03/01/2010 | 01/30/2012 | 04/20/2015 | \$1,258.85 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.750% |
| 03/15/2015 | 03/17/2015 | 03/01/2010 | 01/30/2012 | 03/18/2015 | \$1,258.85 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.750% |
| 02/15/2015 | 02/19/2015 | 03/01/2010 | 01/30/2012 | 02/19/2015 | \$1,258.85 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.750% |
| 01/15/2015 | 01/21/2015 | 03/01/2010 | 01/30/2012 | 01/21/2015 | \$1,258.85 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.750% |
| 12/15/2014 | 12/18/2014 | 03/01/2010 | 01/30/2012 | 12/18/2014 | \$1,258.85 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.750% |
| 11/15/2014 | 11/18/2014 | 03/01/2010 | 01/30/2012 | 11/19/2014 | \$1,258.85 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.750% |
| 10/15/2014 | 10/17/2014 | 03/01/2010 | 01/30/2012 | 10/20/2014 | \$1,258.85 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.750% |
| 09/15/2014 | 09/18/2014 | 03/01/2010 | 01/30/2012 | 09/18/2014 | \$1,258.85 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.750% |
| 08/15/2014 | 08/20/2014 | 03/01/2010 | 01/30/2012 | 08/20/2014 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 07/15/2014 | 07/18/2014 | 03/01/2010 | 01/30/2012 | 07/18/2014 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 06/15/2014 | 06/19/2014 | 03/01/2010 | 01/30/2012 | 06/18/2014 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 05/15/2014 | 05/20/2014 | 03/01/2010 | 01/30/2012 | 05/20/2014 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 04/15/2014 | 04/18/2014 | 03/01/2010 | 01/30/2012 | 04/18/2014 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 03/15/2014 | 03/19/2014 | 03/01/2010 | 01/30/2012 | 03/19/2014 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 02/15/2014 | 02/20/2014 | 03/01/2010 | 01/30/2012 | 02/20/2014 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 01/15/2014 | 01/17/2014 | 03/01/2010 | 01/30/2012 | 01/21/2014 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 12/15/2013 | 12/19/2013 | 03/01/2010 | 01/30/2012 | 12/18/2013 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 11/15/2013 | 11/20/2013 | 03/01/2010 | 01/30/2012 | 11/20/2013 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 10/15/2013 | 10/16/2013 | 03/01/2010 | 01/30/2012 | 10/18/2013 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 09/15/2013 | 09/17/2013 | 03/01/2010 | 01/30/2012 | 09/18/2013 | \$1,273.88 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 2.875% |
| 08/15/2013 | 08/19/2013 | 03/01/2010 | 01/30/2012 | 08/20/2013 | \$1,337.64 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 07/15/2013 | 07/18/2013 | 03/01/2010 | 01/30/2012 | 07/18/2013 | \$1,337.64 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 06/15/2013 | 06/18/2013 | 03/01/2010 | 01/30/2012 | 06/19/2013 | \$1,337.64 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 05/15/2013 | 05/20/2013 | 03/01/2010 | 01/30/2012 | 05/20/2013 | \$1,337.64 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 04/15/2013 | 04/17/2013 | 03/01/2010 | 01/30/2012 | 04/18/2013 | \$1,337.64 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 03/15/2013 | 03/19/2013 | 03/01/2010 | 01/30/2012 | 03/20/2013 | \$1,337.64 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 02/15/2013 | 02/20/2013 | 03/01/2010 | 01/30/2012 | 02/21/2013 | \$1,337.64 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 01/15/2013 | 01/17/2013 | 03/01/2010 | 01/30/2012 | 01/18/2013 | \$1,337.64 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 12/15/2012 | 12/18/2012 | 03/01/2010 | 01/30/2012 | 12/19/2012 | \$1,337.64 | \$0.00 | \$0.00   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 11/15/2012 | 11/19/2012 | 03/01/2010 | 01/30/2012 | 11/20/2012 | \$1,337.64 | \$0.00 | \$677.67 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 10/15/2012 | 10/17/2012 | 03/01/2010 | 01/30/2012 | 10/18/2012 | \$1,337.64 | \$0.00 | \$677.67 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 09/15/2012 | 09/19/2012 | 03/01/2010 | 01/30/2012 | 09/19/2012 | \$1,337.64 | \$0.00 | \$677.67 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.375% |
| 08/15/2012 | 08/17/2012 | 03/01/2010 | 01/30/2012 | 08/20/2012 | \$1,287.80 | \$0.00 | \$592.96 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | 3.000% |

Inactivate  
loan

|            |            |            |            |            |            |        |            |              |              |        |        |        |        |        |        |        |
|------------|------------|------------|------------|------------|------------|--------|------------|--------------|--------------|--------|--------|--------|--------|--------|--------|--------|
| 07/15/2012 | 07/19/2012 | 03/01/2010 | 01/30/2012 | 07/18/2012 | \$1,287.80 | \$0.00 | \$592.96   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.000% |
| 06/15/2012 | 06/21/2012 | 03/01/2010 | 01/30/2012 | 06/20/2012 | \$1,287.80 | \$0.00 | \$592.96   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.000% |
| 05/15/2012 | 05/21/2012 | 03/01/2010 | 01/30/2012 | 05/18/2012 | \$1,287.80 | \$0.00 | \$592.96   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.000% |
| 04/15/2012 | 04/19/2012 | 03/01/2010 | 01/30/2012 | 04/18/2012 | \$1,287.80 | \$0.00 | \$592.96   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.000% |
| 03/15/2012 | 03/21/2012 | 03/01/2010 | 01/30/2012 | 03/20/2012 | \$1,287.80 | \$0.00 | \$592.96   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.000% |
| 02/15/2012 | 02/22/2012 | 03/01/2010 | 01/30/2012 | 02/21/2012 | \$1,287.80 | \$0.00 | \$592.96   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.000% |
| 01/15/2012 | 01/20/2012 | 01/01/2010 | 05/25/2011 | 01/19/2012 | \$1,287.80 | \$0.00 | \$592.96   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.000% |
| 12/15/2011 | 12/21/2011 | 01/01/2010 | 05/25/2011 | 12/20/2011 | \$1,287.80 | \$0.00 | \$592.96   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.000% |
| 11/15/2011 | 11/21/2011 | 01/01/2010 | 05/25/2011 | 11/18/2011 | \$1,287.80 | \$0.00 | \$592.96   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.000% |
| 10/15/2011 | 10/19/2011 | 01/01/2010 | 05/25/2011 | 10/19/2011 | \$1,287.80 | \$0.00 | \$592.96   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.000% |
| 09/15/2011 | 09/21/2011 | 01/01/2010 | 05/25/2011 | 09/20/2011 | \$1,287.80 | \$0.00 | \$592.96   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.000% |
| 08/15/2011 | 08/19/2011 | 01/01/2010 | 05/25/2011 | 08/18/2011 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 07/15/2011 | 07/20/2011 | 01/01/2010 | 05/25/2011 | 07/20/2011 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 06/15/2011 | 06/21/2011 | 01/01/2010 | 05/25/2011 | 06/20/2011 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 05/15/2011 | 05/19/2011 | 12/01/2009 | 04/08/2011 | 05/18/2011 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 04/15/2011 | 04/21/2011 | 12/01/2009 | 04/08/2011 | 04/20/2011 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 03/15/2011 | 03/21/2011 | 09/01/2009 | 02/01/2010 | 03/18/2011 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 02/15/2011 | 02/18/2011 | 09/01/2009 | 02/01/2010 | 02/18/2011 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 01/15/2011 | 01/21/2011 | 09/01/2009 | 02/01/2010 | 01/20/2011 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 12/15/2010 | 12/21/2010 | 09/01/2009 | 02/01/2010 | 12/20/2010 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 11/15/2010 | 11/19/2010 | 09/01/2009 | 02/01/2010 | 11/18/2010 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 10/15/2010 | 10/20/2010 | 09/01/2009 | 02/01/2010 | 10/20/2010 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 09/15/2010 | 09/21/2010 | 09/01/2009 | 02/01/2010 | 09/20/2010 | \$1,357.02 | \$0.00 | \$705.90   | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 3.500% |
| 08/15/2010 | 08/18/2010 | 09/01/2009 | 02/01/2010 | 08/18/2010 | \$1,524.75 | \$0.00 | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 07/15/2010 | 07/22/2010 | 09/01/2009 | 02/01/2010 | 07/20/2010 | \$1,524.75 | \$0.00 | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 06/15/2010 | 06/18/2010 | 09/01/2009 | 02/01/2010 | 06/18/2010 | \$1,524.75 | \$0.00 | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 05/15/2010 | 05/19/2010 | 09/01/2009 | 02/01/2010 | 05/19/2010 | \$1,524.75 | \$0.00 | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 04/15/2010 | 04/21/2010 | 09/01/2009 | 02/01/2010 | 04/20/2010 | \$1,524.75 | \$0.00 | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 03/15/2010 | 03/19/2010 | 09/01/2009 | 02/01/2010 | 03/18/2010 | \$1,524.75 | \$0.00 | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 02/15/2010 | 02/19/2010 | 09/01/2009 | 02/01/2010 | 02/18/2010 | \$1,524.75 | \$0.00 | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 01/15/2010 | 01/21/2010 | 08/01/2009 | 10/19/2009 | 01/21/2010 | \$1,524.75 | \$0.00 | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 12/15/2009 | 12/21/2009 | 08/01/2009 | 10/19/2009 | 12/18/2009 | \$1,524.75 | \$0.00 | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 11/15/2009 | 11/19/2009 | 08/01/2009 | 10/19/2009 | 11/18/2009 | \$1,524.75 | \$0.00 | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 10/15/2009 | 10/19/2009 | 07/01/2009 | 08/06/2009 | 10/20/2009 | \$1,524.75 | \$0.00 | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
|            |            |            |            |            |            |        |            |              |              |        |        |        |        |        |        |        |

|            |            |            |            |            |            |          |            |              |              |        |        |        |        |        |        |        |
|------------|------------|------------|------------|------------|------------|----------|------------|--------------|--------------|--------|--------|--------|--------|--------|--------|--------|
| 09/15/2009 | 09/17/2009 | 07/01/2009 | 08/06/2009 | 09/18/2009 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 08/15/2009 | 08/18/2009 | 07/01/2009 | 08/06/2009 | 08/19/2009 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 07/15/2009 | 07/20/2009 | 06/01/2009 | 07/10/2009 | 07/20/2009 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 06/15/2009 | 06/18/2009 | 04/01/2009 | 05/29/2009 | 06/18/2009 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 05/15/2009 | 05/20/2009 | 03/01/2009 | 05/01/2009 | 05/20/2009 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 04/15/2009 | 04/21/2009 | 02/01/2009 | 03/27/2009 | 04/20/2009 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 03/15/2009 | 03/18/2009 | 01/01/2009 | 02/20/2009 | 03/18/2009 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 02/15/2009 | 02/18/2009 | 12/01/2008 | 02/12/2009 | 02/19/2009 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 01/15/2009 | 01/22/2009 | 11/01/2008 | 12/22/2008 | 01/21/2009 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 12/15/2008 | 12/19/2008 | 10/01/2008 | 11/21/2008 | 12/18/2008 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 11/15/2008 | 11/19/2008 | 08/01/2008 | 10/20/2008 | 11/19/2008 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 10/15/2008 | 10/20/2008 | 07/01/2008 | 08/29/2008 | 10/20/2008 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 09/15/2008 | 09/18/2008 | 07/01/2008 | 08/29/2008 | 09/18/2008 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 08/15/2008 | 08/20/2008 | 06/01/2008 | 06/27/2008 | 08/20/2008 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 07/15/2008 | 07/18/2008 | 06/01/2008 | 06/27/2008 | 07/18/2008 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 06/15/2008 | 06/18/2008 | 05/01/2008 | 05/29/2008 | 06/18/2008 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 05/15/2008 | 05/20/2008 | 04/01/2008 | 04/30/2008 | 05/20/2008 | \$1,524.75 | \$0.00   | \$1,440.04 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 04/15/2008 | 04/18/2008 | 03/01/2008 | 03/25/2008 | 04/18/2008 | \$1,524.75 | \$484.63 | \$1,442.62 | \$271,066.83 | \$271,066.83 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 03/15/2008 | 03/18/2008 | 02/01/2008 | 02/28/2008 | 03/19/2008 | \$1,527.48 | \$76.40  | \$1,443.02 | \$271,551.46 | \$271,551.46 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 02/15/2008 | 02/21/2008 | 01/01/2008 | 01/30/2008 | 02/21/2008 | \$1,527.91 | \$0.00   | \$1,443.02 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 01/15/2008 | 01/18/2008 | 12/01/2007 | 12/27/2007 | 01/18/2008 | \$1,527.91 | \$0.00   | \$1,443.02 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 12/15/2007 | 12/18/2007 | 11/01/2007 | 11/30/2007 | 12/19/2007 | \$1,527.91 | \$0.00   | \$1,443.02 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 11/15/2007 | 11/20/2007 | 10/01/2007 | 10/29/2007 | 11/20/2007 | \$1,527.91 | \$0.00   | \$1,443.02 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 10/15/2007 | 10/18/2007 | 09/01/2007 | 10/01/2007 | 10/18/2007 | \$1,527.91 | \$0.00   | \$1,443.02 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 09/15/2007 | 09/19/2007 | 08/01/2007 | 08/30/2007 | 09/19/2007 | \$1,527.91 | \$0.00   | \$1,443.02 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 08/15/2007 | 08/20/2007 | 07/01/2007 | 07/27/2007 | 08/20/2007 | \$1,527.91 | \$0.00   | \$1,443.02 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 07/15/2007 | 07/18/2007 | 06/01/2007 | 06/29/2007 | 07/18/2007 | \$1,527.91 | \$0.00   | \$1,443.02 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 06/15/2007 | 06/20/2007 | 05/01/2007 | 05/30/2007 | 06/20/2007 | \$1,527.91 | \$0.00   | \$1,443.02 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 05/15/2007 | 05/18/2007 | 04/01/2007 | 04/27/2007 | 05/18/2007 | \$1,527.91 | \$0.00   | \$1,443.02 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 04/15/2007 | 04/19/2007 | 03/01/2007 | 03/12/2007 | 04/18/2007 | \$1,527.91 | \$0.00   | \$1,443.02 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 03/15/2007 | 03/20/2007 | 03/01/2007 | 03/12/2007 | 03/20/2007 | \$1,527.91 | \$3.60   | \$1,443.04 | \$271,627.86 | \$271,627.86 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 02/15/2007 | 02/22/2007 | 01/01/2007 | 01/25/2007 | 02/21/2007 | \$1,527.93 | \$0.00   | \$1,443.04 | \$271,631.46 | \$271,631.46 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 01/15/2007 | 01/19/2007 | 12/01/2006 | 12/21/2006 | 01/18/2007 | \$1,527.93 | \$0.00   | \$1,443.04 | \$271,631.46 | \$271,631.46 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 12/15/2006 | 12/20/2006 | 11/01/2006 | 11/29/2006 | 12/20/2006 | \$1,527.93 | \$0.00   | \$1,443.04 | \$271,631.46 | \$271,631.46 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |
| 11/15/2006 | 11/21/2006 | 10/01/2006 | 10/19/2006 | 11/20/2006 | \$1,527.93 | \$0.00   | \$1,443.04 | \$271,631.46 | \$271,631.46 | \$0.00 |        |        | \$0.00 | \$0.00 | \$0.00 | 6.750% |

|            |            |            |            |            |            |        |            |              |              |        |
|------------|------------|------------|------------|------------|------------|--------|------------|--------------|--------------|--------|
| 10/15/2006 | 10/19/2006 | 09/01/2006 | 09/15/2006 | 10/18/2006 | \$1,527.93 | \$0.00 | \$1,443.04 | \$271,631.46 | \$271,631.46 | \$0.00 |
| 09/15/2006 | 09/21/2006 | 09/01/2006 | 09/15/2006 | 09/20/2006 | \$1,527.93 | \$0.00 | \$1,443.04 | \$271,631.46 | \$271,631.46 | \$0.00 |
| 08/15/2006 | 08/21/2006 | 07/01/2006 | 07/27/2006 | 08/18/2006 | \$1,527.93 | \$0.00 | \$1,443.04 | \$271,631.46 | \$271,631.46 | \$0.00 |
| 07/15/2006 | 07/20/2006 | 06/01/2006 | 06/16/2006 | 07/19/2006 | \$1,527.93 | \$0.00 | \$1,443.04 | \$271,631.46 | \$271,631.46 | \$0.00 |
| 06/15/2006 | 06/20/2006 | 05/01/2006 | 05/10/2006 | 06/20/2006 | \$1,527.93 | \$0.00 | \$1,443.04 | \$271,631.46 | \$271,631.46 | \$0.00 |
| 05/15/2006 | 05/18/2006 | 05/01/2006 | 05/10/2006 | 05/18/2006 | \$1,527.93 | \$6.54 | \$1,443.08 | \$271,631.46 | \$271,631.46 | \$0.00 |
| 04/15/2006 | 04/19/2006 | 03/01/2006 | 04/03/2006 | 04/19/2006 | \$1,527.96 | \$0.00 | \$1,443.08 | \$271,638.00 | \$271,638.00 | \$0.00 |
| 03/15/2006 | 03/20/2006 | 02/01/2006 | 03/01/2006 | 03/20/2006 | \$1,527.96 | \$0.00 | \$1,443.08 | \$271,638.00 | \$271,638.00 | \$0.00 |
| 02/15/2006 | 02/21/2006 | 01/01/2006 | 02/02/2006 | 02/21/2006 | \$1,527.96 | \$0.00 | \$1,443.08 | \$271,638.00 | \$271,638.00 | \$0.00 |
| 01/15/2006 | 01/19/2006 | 12/01/2005 | 12/15/2005 | 01/19/2006 | \$1,527.96 | \$0.00 | \$1,443.08 | \$271,638.00 | \$271,638.00 | \$0.00 |
| 12/15/2005 | 12/20/2005 | 12/01/2005 | 12/15/2005 | 12/20/2005 | \$1,527.96 | \$0.00 | \$1,443.08 | \$271,638.00 | \$271,638.00 | \$0.00 |
| 11/15/2005 | 11/18/2005 | 10/01/2005 | 10/14/2005 | 11/18/2005 | \$1,527.96 | \$0.00 | \$1,443.08 | \$271,638.00 | \$271,638.00 | \$0.00 |
| 10/15/2005 | 10/19/2005 | 10/01/2005 | 10/14/2005 | 10/19/2005 | \$1,527.96 | \$0.00 | \$1,443.08 | \$271,638.00 | \$271,638.00 | \$0.00 |
| 09/15/2005 | 09/21/2005 | 09/01/2005 | 09/07/2005 | 09/20/2005 | \$1,527.96 | \$0.00 | \$1,443.08 | \$271,638.00 | \$271,638.00 | \$0.00 |
| 08/15/2005 | 09/02/2005 |            |            |            | \$0.00     | \$0.00 | \$0.00     | \$271,638.00 | \$271,638.00 | \$0.00 |

|        |        |        |  |        |
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| \$0.00 | \$0.00 | \$0.00 |  | 6.750% |
| \$0.00 | \$0.00 | \$0.00 |  | 6.750% |
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| \$0.00 | \$0.00 | \$0.00 |  | 6.750% |
| \$0.00 | \$0.00 | \$0.00 |  | 6.750% |
| \$0.00 | \$0.00 | \$0.00 |  | 6.750% |
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| \$0.00 | \$0.00 | \$0.00 |  | 6.750% |
| \$0.00 | \$0.00 | \$0.00 |  | 6.750% |

 [Download Data to an Excel Spreadsheet](#)

Freddie Mac Single Family / Archive of Single-Family Seller/Servicer Guide / Archive of Single-Family Seller/Servicer Guide Published as of the Date of the Last 2013 Bulletin / Single-Family Seller/Servicer Guide, Volume 1 / Chs. 1-A1: Introduction / Chapter 1: Introduction / 1.2: Legal effect of the Single-Family Seller/Servicer Guide (09/24/13)

**REVISION HISTORY 07/20/12 [HIDE]**

**REVISION NUMBER:** 07202012      **DATE:** 07/20/2012  
**REVISION REMARKS:** THIS CONTENT HAS CHANGED. CURRENT REQUIREMENTS APPEAR UNSHADED BELOW.

**1.2: Legal effect of the *Single-Family Seller/Servicer Guide*  
(Effective: 07/20/12)**

**ARCHIVED VERSION**

**(a) Status as a contract**

1. **Effect of the Guide.** The *Single-Family Seller/Servicer Guide* ("Guide") governs the business relationship between a Seller and Freddie Mac relating to the sale and Servicing of Mortgages. Each Seller/Servicer must complete and submit a Form 16SF, Annual Eligibility Certification Report, that certifies that the Seller/Servicer has access to the Electronic version of the Guide as an Electronic Record, as those terms are defined in Chapter 3, and is in compliance with all requirements of the Purchase Documents.
2. **Volume 1 of the Guide.** In connection with the sale of Mortgages to Freddie Mac, the Seller agrees that each transaction is governed by the Guide, the applicable Purchase Contract and all other Purchase Documents.

3. **Volume 2 of the Guide.** A Seller must service all Mortgages that the Seller has sold to Freddie Mac and/or has agreed to service for Freddie Mac in accordance with the standards set forth in the Seller's Purchase Documents. All of a Seller's obligations to service Mortgages for Freddie Mac are considered to constitute, and must be performed pursuant to a unitary, indivisible master Servicing contract, and the Servicing obligations assumed pursuant to any contract to sell Mortgages to Freddie Mac are deemed to be merged into, and must be performed pursuant to, such unitary, indivisible master Servicing contract.

A Seller acknowledges that Freddie Mac's agreement to purchase Mortgages from the Seller pursuant to any individual Purchase Contract is based upon the Seller's agreement that the Mortgages purchased will be serviced by the Seller pursuant to the unitary, indivisible master Servicing contract. The Seller agrees that any failure to service any Mortgage in accordance with the terms of the unitary, indivisible master Servicing contract, or any breach of any of the Seller's obligations under any aspect of the unitary, indivisible master Servicing contract, shall be deemed to constitute a breach of the entire contract and shall entitle Freddie Mac to terminate all or a portion of the Servicing. The termination of a portion of the Servicing shall not alter the unitary, indivisible nature of the Servicing contract.

If a Servicer who services Mortgages for Freddie Mac is not also the Seller of the Mortgages to Freddie Mac, the Servicer must agree to service Mortgages for Freddie Mac by separate agreement, which incorporates the applicable Purchase Documents. In such case, the separate agreement shall be deemed to be one of the "Purchase Documents" that constitute the unitary, indivisible master Servicing contract.

In addition, in certain cases, a Seller and/or Servicer who uses certain Freddie Mac services will, by virtue of the provisions of the Guide, be deemed to have agreed upon certain terms and conditions related to such services and their use.

4. **Amendments to the Guide.** Freddie Mac may, in its sole discretion, amend or supplement the Guide from time to time. Amendments to the Guide may be a paper Record or an Electronic Record, as those terms are defined in Chapter 3. The Guide may not be amended orally. Freddie Mac may amend the Guide by:

- Publishing Bulletins, which apply to all Sellers/Servicers, or
- Entering into a Purchase Contract or other written or Electronic agreement, which applies to the Seller that is a party to the Purchase Contract or agreement

Bulletins expressly amend, supplement, revise or terminate specific provisions of the Guide. An amendment, supplement, revision or termination of a provision in Volume 1 or Volume 2 of the Guide is effective as of the date specified by Freddie Mac in the applicable Bulletin.

A Purchase Contract or other written agreement or Electronic agreement amends or supplements specific provisions of the Guide for purposes of such Purchase Contract or other agreement, as applicable. Such amendments or supplements to the Guide are effective as of the date specified in the Purchase Contract or other agreement. See Section 12.3(d) for information about how amendments and supplements to Volume 1 of the Guide amend or otherwise apply to a Seller's Purchase Contracts and other Purchase Documents.

5. **Publication of Guide and Bulletins.** The Guide is posted on the AllRegs® web site of Mortgage Resource Center, Inc. (MRC) which posts the Guide under license from and with the express permission of Freddie Mac. MRC is the exclusive third-party electronic publisher of the Guide. Freddie Mac makes no representation or warranty regarding availability, features or functionality of the AllRegs web site. The Guide is also posted on FreddieMac.com.

By using the web site, Seller/Servicers acknowledge and agree (individually and on behalf of the entity for which they access the Guide) neither Freddie Mac nor MRC shall be liable to them (or the entity for which they access the Guide) for any losses or damages whatsoever resulting directly or indirectly from Freddie Mac's designation of the Guide as found on the AllRegs web site as the official Electronic version, as an Electronic Record, and MRC expressly disclaims any warranty as to the results to be obtained by Seller/Servicers (and the entity for which Seller/Servicers access the Guide) from use of the AllRegs web site, and MRC shall not be liable to Seller/Servicers (and the entity for which Seller/Servicers access the Guide) for any damages arising directly or indirectly out of the use of the AllRegs web site by them (and the entity for which they access the Guide).

From time to time, Bulletins are published on AllRegs and FreddieMac.com. Sellers and Servicers with an AllRegs subscription may receive notice of Bulletins directly from AllRegs. If a Seller or Servicer does not receive notice of Bulletins through AllRegs, the Seller or Servicer must take the steps necessary to receive the applicable Freddie Mac Single-Family Update e-mails, which will notify Sellers and Servicers of Bulletin publications. A Seller or Servicer's failure to take the appropriate steps to receive notices of Bulletins does not relieve the Seller or Servicer of its legal obligations to comply with the terms of the Bulletins.

6. **Effective Date.** The effective date of each section of the Guide is located at the beginning of each section, to the right of the section number and name.

**(b) Copyright**

The Guide (including related supplements, bulletins and industry letters) is copyrighted. Limited permission to photocopy the Guide is granted to Seller/Service providers strictly for their own use in originating and selling Mortgages to, and in Servicing Mortgages for, Freddie Mac. No part of the Guide may be reproduced for any other reason (in any form or by any means) without the express written permission of Freddie Mac. Requests for such permission to reproduce the Guide must be sent to Freddie Mac (**see Directory 1**).

Requests will be reviewed and answered by Freddie Mac in the ordinary course of business.

Freddie Mac reserves the right to revoke permission to reproduce the Guide upon 60 days' notice to any and all Sellers and Service providers. Under no circumstances will Freddie Mac permit the Guide to be reproduced by any Electronic or mechanical means, including, but not limited to, reproduction in, or as a component of, any information storage and retrieval system.

**(c) Reliance**

By entering into a Purchase Contract or into the unitary, indivisible master Servicing contract with Freddie Mac, the Seller or Service provider acknowledges that it is not relying upon Freddie Mac or any employee, agent or representative thereof, in making its decision to enter into the contract and that it has relied upon the advice and counsel of its own employees, agents and representatives as to the regulatory, business, corporate, tax, accounting and other consequences of entering into and performing its obligations under a Purchase Contract or the unitary, indivisible master Servicing contract.



**(d) Assignments; security interests**

A Seller or Servicer shall not, in whole or in part, assign or transfer or grant a security interest in, any of its obligations, rights or interest under any Purchase Contract or under the unitary, indivisible master Servicing contract, including any of its rights or obligations under this Guide or any of the Purchase Documents, without Freddie Mac's prior written consent. Any purported or attempted assignment or transfer of, or grant of a security interest in, any such obligations, rights or interest is prohibited and shall be null and void.

Notwithstanding the provisions of the immediately preceding paragraph, Freddie Mac may consent to a Servicer's grant to one or more third parties of a security interest under the Uniform Commercial Code in the conditional, nondelegable contract right of the Servicer to service Home Mortgages for Freddie Mac pursuant to the terms of the unitary, indivisible master Servicing contract ("Freddie Mac Servicing rights"). Freddie Mac will indicate its consent only by executing an Acknowledgment Agreement, which must also be executed by a Servicer and the third party to whom the Servicer grants a security interest. A Servicer may write to Freddie Mac (**see Directory 1**) for a copy of the Acknowledgment Agreement and instructions for completing and executing it.

A Servicer's grant to a third party of a security interest in the Servicer's Freddie Mac Servicing rights, as more specifically defined in the Acknowledgment Agreement, may be made only for a purpose specified in the instructions for the Acknowledgment Agreement. Any purported or attempted grant of a security interest in any other rights or interest of the Servicer under the Guide or any of the Purchase Documents, or for the purpose of securing any other type of obligation, is prohibited and shall be null and void. In addition, a Servicer's purported or attempted grant to a third party of a security interest in the Servicer's Freddie Mac Servicing rights without the Servicer and the third party also having executed the Acknowledgment Agreement is prohibited and shall be null and void.

Freddie Mac has the right to sell, assign, convey, hypothecate, pledge or in any way transfer, in whole or in part, its interest under the Purchase Documents with respect to any Mortgage it purchases.

**(e) Severability**

If any provision of this Guide shall be held invalid, the legality and enforceability of all remaining provisions shall not in any way be affected or impaired thereby, and this Guide shall be interpreted as if such invalid provision were not contained herein.

**(f) Construction of Guide**

This Guide shall not be construed against Freddie Mac as being the drafter hereof.

**(g) Entire agreement**

This Guide, including the exhibits attached to the Guide and all Purchase Documents incorporated by reference in the Guide, constitutes the entire understanding between Freddie Mac and the Seller or Servicer and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether oral or written or Electronic, with respect to the transactions contemplated by the Guide.

**(h) Governing law**

This Guide shall be construed, and the rights and obligations of Freddie Mac and the Seller or Servicer hereunder determined, in accordance with the laws of the United States. Insofar as there may be no applicable precedent, and insofar as to do so would not frustrate any provision of this Guide or the transactions governed thereby, the laws of the State of New York shall be deemed reflective of the laws of the United States.

**1.2: Legal effect of the *Single-Family Seller/Servicer Guide (09/24/13)*****ARCHIVED VERSION****(a) Status as a contract**

1. **Effect of the Guide.** The Guide governs the business relationship between a Seller/**Servicer** and Freddie Mac relating to the sale and Servicing of Mortgages. Each Seller/Servicer must complete and submit a Form 16SF, Annual Eligibility Certification Report, that certifies that the Seller/Servicer has access to the Electronic version of the Guide as an Electronic Record, as those terms are defined in Chapter 3, and is in compliance with all requirements of the Purchase Documents.
2. **Volume 1 of the Guide.** In connection with the sale of Mortgages to Freddie Mac, the Seller/**Servicer** agrees that each transaction is governed by the Guide, the applicable Purchase Contract and all other Purchase Documents.

3. **Volume 2 of the Guide.** A Seller/Service<sup>er</sup> must service all Mortgages that the Seller/Service<sup>er</sup> has sold to Freddie Mac and/or has agreed to service for Freddie Mac in accordance with the standards set forth in the Seller/Service<sup>er</sup>'s Purchase Documents. All of a Seller/Service<sup>er</sup>'s obligations to service Mortgages for Freddie Mac are considered to constitute, and must be performed pursuant to a unitary, indivisible master Servicing contract, and the Servicing obligations assumed pursuant to any contract to sell Mortgages to Freddie Mac are deemed to be merged into, and must be performed pursuant to, such unitary, indivisible master Servicing contract.

A Seller/Service<sup>er</sup> acknowledges that Freddie Mac's agreement to purchase Mortgages from the Seller/Service<sup>er</sup> pursuant to any individual Purchase Contract is based upon the Seller/Service<sup>er</sup>'s agreement that the Mortgages purchased will be serviced by the Seller/Service<sup>er</sup> pursuant to the unitary, indivisible master Servicing contract. The Seller/Service<sup>er</sup> agrees that any failure to service any Mortgage in accordance with the terms of the unitary, indivisible master Servicing contract, or any breach of any of the Seller/Service<sup>er</sup>'s obligations under any aspect of the unitary, indivisible master Servicing contract, shall be deemed to constitute a breach of the entire contract and shall entitle Freddie Mac to terminate all or a portion of the Servicing. The termination of a portion of the Servicing shall not alter the unitary, indivisible nature of the Servicing contract.

If a Servicer who services Mortgages for Freddie Mac is not also the Seller of the Mortgages to Freddie Mac, the Servicer must agree to service Mortgages for Freddie Mac by separate agreement, which incorporates the applicable Purchase Documents. In such case, the separate agreement shall be deemed to be one of the "Purchase Documents" that constitute the unitary, indivisible master Servicing contract.

In addition, in certain cases, a Seller and/or Servicer who uses certain Freddie Mac services will, by virtue of the provisions of the Guide, be deemed to have agreed upon certain terms and conditions related to such services and their use.

4. **Amendments to the Guide.** Freddie Mac may, in its sole discretion, amend or supplement the Guide from time to time. Amendments to the Guide may be a paper Record or an Electronic Record, as those terms are defined in Chapter 3. The Guide may not be amended orally. Freddie Mac may amend the Guide by:

- Publishing Bulletins, which apply to all Sellers/Service<sup>ers</sup>, or
- Entering into a Purchase Contract or other written or Electronic agreement, which applies to the Seller that is a party to the Purchase Contract or agreement

Bulletins expressly amend, supplement, revise or terminate specific provisions of the Guide. An amendment, supplement, revision or termination of a provision in Volume 1 or Volume 2 of the Guide is effective as of the date specified by Freddie Mac in the applicable Bulletin.

A Purchase Contract or other written agreement or Electronic agreement amends or supplements specific provisions of the Guide for purposes of such Purchase Contract or other agreement, as applicable. Such amendments or supplements to the Guide are effective as of the date specified in the Purchase Contract or other agreement. See Section 12.3(d) for information about how amendments and supplements to Volume 1 of the Guide amend or otherwise apply to a Seller's Purchase Contracts and other Purchase Documents.

5. **Publication of Guide and Bulletins.** The Guide is posted on the AllRegs® web site of Mortgage Resource Center, Inc. (MRC), which posts the Guide under license from and with the express permission of Freddie Mac. MRC is the exclusive third-party electronic publisher of the Guide. Freddie Mac makes no representation or warranty regarding availability, features or functionality of the AllRegs web site. The Guide is also available through FreddieMac.com.

By using the web site, Seller/Serviceirs acknowledge and agree (individually and on behalf of the entity for which they access the Guide) neither Freddie Mac nor MRC shall be liable to them (or the entity for which they access the Guide) for any losses or damages whatsoever resulting directly or indirectly from Freddie Mac's designation of the Guide as found on the AllRegs web site as the official Electronic version, as an Electronic Record, and MRC expressly disclaims any warranty as to the results to be obtained by Seller/Serviceirs (and the entity for which Seller/Serviceirs access the Guide) from use of the AllRegs web site, and MRC shall not be liable to Seller/Serviceirs (and the entity for which Seller/Serviceirs access the Guide) for any damages arising directly or indirectly out of the use of the AllRegs web site by them (and the entity for which they access the Guide).

Bulletins are published on AllRegs and FreddieMac.com. Sellers and Serviceirs with an AllRegs subscription may receive notice of Bulletins directly from AllRegs. If a Seller or Serviceir does not receive notice of Bulletins through AllRegs, the Seller or Serviceir must take the steps necessary to receive the applicable Freddie Mac Single-Family Update e-mails, which will notify Sellers and Serviceirs of Bulletin publications. A Seller or Serviceir's failure to take the appropriate steps to receive notices of Bulletins does not relieve the Seller or Serviceir of its legal obligations to comply with the terms of the Bulletins.

6. **Effective Date.** The effective date of each section of the Guide is located at the beginning of each section, to the right of the section number and name.

#### **(b) Copyright**

The Guide (including related supplements and Bulletins) and Industry Letters are copyrighted. Limited permission to photocopy the Guide is granted to Seller/Serviceirs strictly for their own use in originating and selling Mortgages to, and in Servicing Mortgages for, Freddie Mac. No part of the Guide may be reproduced for any other reason (in any form or by any means) without the express written permission of Freddie Mac. Requests for such permission to reproduce the Guide must be sent to Freddie Mac **(see Directory 1)**.

Requests will be reviewed and answered by Freddie Mac in the ordinary course of business.

Freddie Mac reserves the right to revoke permission to reproduce the Guide upon 60 days' notice to any and all Sellers and Serviceirs. Under no circumstances will Freddie Mac permit the Guide to be reproduced by any Electronic or mechanical means, including, but not limited to, reproduction in, or as a component of, any information storage and retrieval system.

**(c) Reliance**

By entering into a Purchase Contract or into the unitary, indivisible master Servicing contract with Freddie Mac, the Seller or Servicer acknowledges that it is not relying upon Freddie Mac or any employee, agent or representative thereof, in making its decision to enter into the contract and that it has relied upon the advice and counsel of its own employees, agents and representatives as to the regulatory, business, corporate, tax, accounting and other consequences of entering into and performing its obligations under a Purchase Contract or the unitary, indivisible master Servicing contract.

**(d) Assignments; security interests**

A Seller or Servicer shall not, in whole or in part, assign or transfer or grant a security interest in, any of its obligations, rights or interest under any Purchase Contract or under the unitary, indivisible master Servicing contract, including any of its rights or obligations under this Guide or any of the Purchase Documents, without Freddie Mac's prior written consent. Any purported or attempted assignment or transfer of, or grant of a security interest in, any such obligations, rights or interest is prohibited and shall be null and void.

Freddie Mac has the right to sell, assign, convey, hypothecate, pledge or in any way transfer, in whole or in part, its interest under the Purchase Documents with respect to any Mortgage it purchases.

**(e) Severability**

If any provision of this Guide shall be held invalid, the legality and enforceability of all remaining provisions shall not in any way be affected or impaired thereby, and this Guide shall be interpreted as if such invalid provision were not contained herein.

**(f) Construction of Guide**

This Guide shall not be construed against Freddie Mac as being the drafter hereof.

**(g) Entire agreement**

This Guide, including the exhibits attached to the Guide and all Purchase Documents incorporated by reference in the Guide, constitutes the entire understanding between Freddie Mac and the Seller or Servicer and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether oral or written or Electronic, with respect to the transactions contemplated by the Guide.

**(h) Governing law**

This Guide shall be construed, and the rights and obligations of Freddie Mac and the Seller or Servicer hereunder determined, in accordance with the laws of the United States. Insofar as there may be no applicable precedent, and insofar as to do so would not frustrate any provision of this Guide or the transactions governed thereby, the laws of the State of New York shall be deemed reflective of the laws of the United States.

| Related Guide Bulletins | Issue Date         |
|-------------------------|--------------------|
| Bulletin 2013-18        | September 24, 2013 |

Freddie Mac Single Family / Archive of Single-Family Seller/Servicer Guide / Archive of Single-Family Seller/Servicer Guide Published as of the Date of the Last 2013 Bulletin / Single-Family Seller/Servicer Guide, Volume 2 / Chs. 51-57: General Freddie Mac Policies / Chapter 52: Mortgage File Retention / 52.5: The Mortgage file, Mortgage data and related records (05/17/11)

## 52.5: The Mortgage file, Mortgage data and related records (05/17/11)

### ARCHIVED VERSION

- (a) **Ownership** All documents in the Mortgage file, all data related to Mortgages owned or guaranteed by Freddie Mac to which the Servicer obtains access in connection with any agreement with Freddie Mac, including, without limitation, data in the documents in the Mortgage file (collectively, Mortgage data) and all other documents and records related to the Mortgage of whatever kind or description (whether prepared or originated by the Servicer or others, or whether prepared or maintained or held by the Servicer or others acting for and on behalf of the Servicer), including all current and historical computerized data files, will be, and will remain at all times, the property of Freddie Mac. All of these records and Mortgage data in the possession of the Servicer are retained by the Servicer in a custodial capacity only.

(b) **Permitted use of Mortgage data**

The Servicer may use these records and Mortgage data only for the following purposes:

- Servicing Mortgages (and, in compliance with the provisions of the Guide, retaining subservicers to service Mortgages) on behalf of, and in the interest of, Freddie Mac;
- As background information for the Servicer's use related to marketing or cross-selling of the Servicer's own primary market products and services in compliance with applicable laws, provided that such marketing and cross-selling does not involve disclosure of these records or Mortgage data to any third parties, other than vendors assisting the Servicer in its marketing activities who are themselves bound by these requirements;
- As necessary to enable a vendor to provide analytic services to the Servicer with respect to the Servicer's Servicing portfolio, for the Servicer's internal use only, provided the vendor is bound by these requirements; and
- As necessary to enable the Servicer to comply with its obligations under applicable law, including, without limitation, any disclosures required in connection with audits by regulatory agencies with jurisdiction over the Servicer's operations.

Except as expressly authorized by Freddie Mac in writing, Servicers may not use or disclose, or authorize or permit third parties to use or disclose, these records or Mortgage data for any other purpose, including, without limitation, resale or licensing of Mortgage data, either alone or with other data. See Section 53.3, Confidential Information; Privacy; Conflicts of Interest, Misuse of Material Information; Security of Information, for additional requirements related to confidentiality.

Freddie Mac Single Family / Archive of Single-Family Seller/Servicer Guide / Archive of Single-Family Seller/Servicer Guide Published as of the Date of the Last 2013 Bulletin / Single-Family Seller/Servicer Guide, Volume 1 / Chs. 4-7: Seller/Servicer Requirements and Warranties / Chapter 6: General Warranties and Responsibilities of the Seller/Servicer / 6.6: Survival of warranties; remedies (05/05/00)

## **6.6: Survival of warranties; remedies (05/05/00)**

### **ARCHIVED VERSION**

The warranties and representations in the Purchase Documents for any Mortgage purchased by Freddie Mac survive payment of the purchase price by Freddie Mac. The warranties and representations are not affected by any investigation made by, or on behalf of, Freddie Mac, except when expressly waived in writing by Freddie Mac.

When any party has purchased a Mortgage from Freddie Mac that Freddie Mac previously purchased from a Seller, Freddie Mac may exercise any rights or remedies at law or in equity on behalf of the party to the extent that the party does not affirmatively do so. Freddie Mac may also exercise its discretion to disqualify or suspend a Seller or a Servicer pursuant to Chapter 5 or 53.

For each Mortgage purchased by Freddie Mac, the Seller and the Servicer agree that Freddie Mac may, at any time and without limitation, require the Seller or the Servicer, at the Seller's or the Servicer's expense, to make such endorsements to and assignments and recordings of any of the Mortgage documents so as to reflect the interests of Freddie Mac and/or its successors and assigns.



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## **52.7: Transfer of file custody; security of file information (10/01/09)**

### **ARCHIVED VERSION**

Freddie Mac may at any time require the Servicer to deliver the following documents to a Document Custodian approved by Freddie Mac or a transferee designated by Freddie Mac:

- Any original Note, Security Instrument, assignment and modifying instrument still in the Servicer's custody
- Any Mortgage file, document within a Mortgage file or other related documents and records in the Servicer's or its Document Custodian's custody, whether maintained as originals or as copies in accordance with Section 52.2

The Servicer may, without Freddie Mac's prior approval, entrust custody of all or part of the Mortgage file to the Document Custodian holding Notes and assignments under Section 18.2. When requested, the Servicer must be able to identify to Freddie Mac those file items held by the Document Custodian and document to Freddie Mac the Document Custodian's acknowledgment that such file items:

- Are Freddie Mac's property
- Will be maintained by the Document Custodian according to standards at least equal to those set in this chapter
- Will be maintained in such a way as to ensure the security and confidentiality of the information; protect against anticipated threats or hazards to the security or integrity of the information; and protect against unauthorized access to or use of such information
- Will be surrendered to Freddie Mac at any time Freddie Mac may request them

The Servicer agrees to indemnify Freddie Mac and hold Freddie Mac harmless for any loss, damage or expense (including court costs and reasonable attorney fees) that Freddie Mac may incur as a result of the Document Custodian's holding all or part of the Mortgage file.

The Servicer must maintain a copy (in a form allowable under Section 52.2) of any original document that has been entrusted to the Document Custodian for safekeeping. If all or part of the Mortgage file is held by the Servicer's Document Custodian, the Servicer agrees to recover from the Document Custodian (at the Servicer's expense) and provide to Freddie Mac (at the place and within the timeframe specified by Freddie Mac) any Document Custodian-held original document requested by Freddie Mac for the postfunding quality control detailed in Chapter 47 or in conjunction with a Freddie Mac desktop or on-site review of the Servicer's Servicing operations.



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## 22.14: Assignment of Security Instrument (10/01/09)

### ARCHIVED VERSION

The Seller/Servicer is not required to prepare an assignment of the Security Instrument to the Federal Home Loan Mortgage Corporation (Freddie Mac). However, Freddie Mac may, at its sole discretion and at any time, require a Seller/Servicer, at the Seller/Servicer's expense, to prepare, execute and/or record assignments of the Security Instrument to Freddie Mac.

If an assignment of the Security Instrument to Freddie Mac has been prepared, Seller/Servicer must not record it unless directed to do so by Freddie Mac. Any statement in the assignment to the effect that the assignment is made without recourse will in no way affect the Seller/Servicer's repurchase obligations under the Purchase Documents.

Intervening Assignments must be prepared as required in Sections 22.14(a), 22.14(b) or 22.14(c) below.

Special provisions for preparing assignments for Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title are set forth in Section H33.7(c), paragraph 3. Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title may not be registered with MERS.

- (a) Preparation and completion of assignments for Mortgages not registered with MERS** For a Mortgage not registered with MERS, the Seller/Servicer must ensure that the chain of assignments is complete and recorded from the original mortgagee on the Security Instrument to the Seller. If the Seller concurrently or subsequently transfers the Servicing, an assignment to the new Servicer must be completed and recorded where required, thus keeping the chain complete.

If a State does not accept assignments for recordation, the Seller must so state in an affidavit maintained with the unrecorded assignment.

- (b) Preparation and completion of assignments for Mortgages registered with MERS**

For a Mortgage registered with MERS, if MERS is not the original mortgagee of record, the Seller/Servicer must ensure that:

- An assignment to MERS has been prepared, duly executed and recorded
- The chain of assignments is complete and recorded from the original mortgagee to MERS

If the Seller/Servicer concurrently or subsequently transfers the Servicing of a Mortgage registered with MERS, no further assignments are required if the Transferee Servicer is a MERS member. If the Transferee Servicer is not a MERS member, or if the Mortgage has not been, or is no longer, registered with MERS, the Seller/Servicer must complete the assignments in accordance with the requirements in Section 22.14(a).

**(c) Mortgages registered with MERS naming MERS as original mortgagee of record**

No assignments are required for a Mortgage registered with MERS if:

- The Mortgage is originated naming MERS as the original mortgagee of record, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns, and
- The Seller/Servicer has ensured that the Security Instrument is properly executed, acknowledged, delivered and recorded in all places necessary to perfect a First Lien security interest in the Mortgaged Premises in favor of MERS, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns

**(d) Concurrent Transfers of Servicing**

If the Mortgage is registered with MERS, and the Transferee Seller/Servicer is not a MERS Member, then the requirements for Mortgages not registered with MERS in the first paragraph of Section 22.14(a) must be followed.

For a Concurrent Transfer of Servicing when a Mortgage is registered with MERS:

- The Transferor Seller must notify MERS of the Transfer of Servicing
- The Transferee Seller/Servicer must follow the document custodial procedures in Section 56.9, and deliver the assignments to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 18.5, unless the Transferee Seller/Servicer has elected to retain all assignments for MERS-registered Mortgages in the Mortgage files. The Transferee Seller/Servicer must also supply its Document Custodian with any documentation necessary for the Document Custodian to determine whether the Seller/Servicer has elected to hold all assignments in the Mortgage files

For a Concurrent Transfers of Servicing when a Mortgage is not registered with MERS:

- The Transferor Seller must record any Intervening Assignments to complete the chain of assignments from the original mortgagee to the Transferor Seller, in accordance with Section 22.14(a)
- The Transferor Servicer must then assign the Security Instruments to the Transferee Servicer and record the assignments
- The Transferee Servicer must follow the document custodial procedures set forth in Section 56.9, and deliver the assignments to the Transferee Document Custodian, to be verified and certified in accordance with the requirements of Section 18.5

Special provisions for Concurrent Transfers of Servicing of Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title are set forth in Section H33.7 (c), paragraph 3.

**(e) Delivery to a Document Custodian**

The Seller/Servicer must deliver all Intervening Assignments for each Mortgage to the Document Custodian, unless the Mortgage is registered with MERS and the Seller/Servicer has elected to retain all assignments for MERS-registered Mortgages in the Mortgage files. The Seller/Servicer must also supply its Document Custodian with any documentation necessary for the Document Custodian to determine if it should expect to receive assignments for MERS-registered Mortgages.

If a recorder's office has not yet returned a recorded Intervening Assignment to the Seller/Servicer, the Seller/Servicer must deliver a certified copy of the assignment sent for recordation to the Document Custodian.

The original recorded assignment must be delivered to the Document Custodian immediately after the Seller/Servicer receives it from the recorder's office. If a jurisdiction does not accept assignments for recordation, the Seller/Servicer must so indicate in an affidavit delivered to the Document Custodian with the unrecorded Intervening Assignment.

**(f) Transfer or assignment of Freddie Mac's interests**

For transfer or assignment of Freddie Mac's interest in the Mortgage, the Seller/Servicer shall prepare at its own expense any assignment necessary to transfer the Security Instrument to Freddie Mac's assignee, designee or transferee.

**(g) Transfer of Servicing**

See Sections 56.7 and 56.9.

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## **56.7: Endorsement of Notes and assignment of Security Instruments (10/01/09)**

### **ARCHIVED VERSION**

When a Mortgage is sold to Freddie Mac, the Seller must endorse the Note in blank in accordance with Section 16.4. When a Transfer of Servicing occurs, the Transferor Servicer may not complete the blank endorsement or further endorse the Note, but must prepare and complete assignments according to the following requirements:

#### **(a) Concurrent Transfer of Servicing for a Mortgage not registered with the Mortgage Electronic Registration Systems Inc. (MERS)**

To prepare and complete assignment of the Security Instrument for a Concurrent Transfer of Servicing for a Mortgage not registered with MERS, the Transferor Servicer must:

- Record any Intervening Assignments to complete the chain of assignments to it from the original mortgagee, in accordance with Section 22.14(a)
- Assign the Security Instruments to the Transferee Servicer, and record the assignment
- Follow the document custodial procedures set forth in Section 56.9 and deliver the assignment to the Transferee Document Custodian to be verified in accordance with the requirements of Section 18.5

See Section 22.14(a) for additional information.

#### **(b) Concurrent Transfer of Servicing for a Mortgage registered with MERS**

To prepare and complete an assignment of the Security Instrument for a Concurrent Transfer of Servicing of a Mortgage that is registered with MERS:

- If the **Transferee Servicer is a MERS Member**, no further assignment is needed. The Transferor Servicer must notify MERS of the Transfer of Servicing.
- If the **Transferee Servicer is not a MERS Member**, then for a Concurrent Transfer of Servicing:
  - The Transferor Servicer must prepare and record an assignment of the Security Instrument (on behalf of MERS) from MERS to the Transferee Servicer
  - The Transferor Servicer must follow the document custodial procedures set forth in Section 56.9, and deliver the assignment to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 18.5

See Section 22.14(b) for additional information.

**(c) Subsequent Transfer of Servicing for a Mortgage not registered with MERS**

To prepare and complete an assignment of a Security Instrument for a Subsequent Transfer of Servicing for a Mortgage not registered with MERS, the Transferor Servicer must:

- Recover and destroy any original unrecorded assignments to Freddie Mac that may have been prepared
- Assign the Security Instrument to the Transferee Servicer and record the assignment
- Follow the document custody procedures set forth in Section 56.9, and deliver the assignment(s) to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 18.5

If an original assignment to Freddie Mac was recorded, no additional assignment need be made.

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## **56.15: Liabilities of the Transferor Servicer and Transferee Servicer (10/03/12)**

### **ARCHIVED VERSION**

#### **(a) Warranties**

Except as stated in the following paragraph, for Transfer of Servicing requests received by Freddie Mac, the Transferee Servicer is liable to Freddie Mac for all sale and Servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages and Real Estate Owned (REO) for which Servicing is transferred, whether or not the Transferor Servicer had such liability. The Transferee Servicer's assumption of responsibilities, representations, covenants and warranties upon transfer does not release the Transferor Servicer, any prior Servicer, or the original Seller of their responsibilities, representations, covenants and warranties with respect to the transferred Mortgages, their liability being joint and several with the Transferee Servicer. However, a Transferor Servicer does not assume such liability for Servicing violations occurring in all respects after the effective date of its transfer and based in all respects upon the actions or omissions of later Transferee Servicers.

For Mortgages sold through Gold Cash Xtra<sup>®</sup> and the Servicing Released Sales Process, the Seller remains solely liable to Freddie Mac for all sale representations, covenants and warranties in the Purchase Documents (sale representations and warranties) with respect to the Mortgages for which Servicing is transferred. The Transferee Servicer is liable to Freddie Mac for all servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages for which Servicing is transferred. For subsequent Transfers of Servicing of such Mortgages:

- The Seller Transferor remains solely liable to Freddie Mac for all sale representations and warranties with respect to the Mortgages for which Servicing is transferred; and
- The subsequent Transferee Servicer is liable to Freddie Mac for all Servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages and Real Estate Owned (REO) for which Servicing is transferred, but the Transferee Servicer's assumption of responsibilities, representations, covenants and warranties upon transfer does not release the subsequent Transferor Servicer or any prior Servicer of their responsibilities, representations, covenants and warranties with respect to Servicing of the transferred Mortgages, their liability being joint and several with the Transferee Servicer. However, a Transferor Servicer does not assume such liability for Servicing violations occurring in all respects after the effective date of its transfer and based in all respects upon the actions or omissions of later Transferee Servicers.