LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS EMP 0 POFO

DUE DATE	PROC DATE	TP TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
														12-14-04 100.77	L AA
											BATCH 6QH EDIT-SEQ 141962				
REQ-BY TOTALS				22,544.20		14,373.63					.00			2,051.82	
Y/E					8,170.57			.00							

OTHER AMOUNT CODES:
A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD

ARM PLAN 422V
EMP 0 POF0

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS
1820 WELLING DR TROY MI 480855087

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
315,148.27	.00	.00	.00	.00	.00	.00	.00	.00	.00	02-01-06	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT	BM
2114.20	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	2114.20	.0612500	1	8

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
351,200	0	321,830.08			[redacted]	0.00	0.00	0	

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
					N/10-04-99	ALSSBK1099							

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					07-99	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				06-29

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,444.24	.00			

DUE DATE	PROC DATE	TP	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD							321830.08			.00	.00		.00	.00		
02-05	01-20	1	71	1	1744.60	638.31	321191.77	1106.29	.00	.00	.00	.00	.00	.00		1
															01-20-05 L 100.57 AA	
												BATCH 6P0 EDIT-SEQ 112011				
03-05	02-28	1	71	1	1744.60	640.50	320551.27	1104.10	.00	.00	.00	.00	.00	.00		1
															02-28-05 L 100.37 AA	
												BATCH 6AO EDIT-SEQ 251433				
04-05	04-01	1	71	1	1744.60	642.71	319908.56	1101.89	.00	.00	.00	.00	.00	.00		1
															04-01-05 L 100.17 AA	
												BATCH 6AN EDIT-SEQ 075928				
05-05	04-30	1	71	1	1744.60	644.91	319263.65	1099.69	.00	.00	.00	.00	.00	.00		1
															04-30-05 L 99.97 AA	
												BATCH 6BH EDIT-SEQ 056038				
06-05	05-27	1	71	1	1744.60	647.13	318616.52	1097.47	.00	.00	.00	.00	.00	.00		1
															05-27-05 L 99.77 AA	
												BATCH 6AO EDIT-SEQ 066188				
		IR	EFF	07-05	OLD .0412500		NEW .0612500		PRIN BAL			318,616.52				
		PI	EFF	07-05	OLD 1,744.60		NEW 2,114.20		PRIN BAL			318,616.52				
07-05	06-24	1	71	1	2114.20	487.93	318128.59	1626.27	.00	.00	.00	.00	.00	.00		1
															06-24-05 L 99.57 AA	
												BATCH 6AL EDIT-SEQ 096208				
08-05	07-28	1	71	1	2114.20	490.42	317638.17	1623.78	.00	.00	.00	.00	.00	.00		1
															07-28-05 L 99.42 AA	

PK00634

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS EMP 0 POF0

DUE DATE	PROC DATE	TP TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
											BATCH 6AJ EDIT-SEQ 194429				
09-05	08-13	1 71	1	2114.20	492.92	317145.25	1621.28	.00	.00	.00	.00	.00	.00		1
														08-13-05 L	
														99.26 AA	
											BATCH 6AC EDIT-SEQ 018741				
10-05	09-22	1 71	1	2114.20	495.44	316649.81	1618.76	.00	.00	.00	.00	.00	.00		1
														09-22-05 L	
														99.11 AA	
											BATCH 6AI EDIT-SEQ 207405				
11-05	10-08	1 71	1	2114.20	497.97	316151.84	1616.23	.00	.00	.00	.00	.00	.00		1
														10-08-05 L	
														98.95 AA	
											BATCH 6A0 EDIT-SEQ 247850				
12-05	11-28	1 71	1	2114.20	500.51	315651.33	1613.69	.00	.00	.00	.00	.00	.00		1
														11-28-05 L	
														98.80 AA	
											BATCH 6A? EDIT-SEQ 209434				
01-06	12-30	1 71	1	2114.20	503.06	315148.27	1611.14	.00	.00	.00	.00	.00	.00		1
														12-30-05 L	
														98.64 AA	
											BATCH 6AK EDIT-SEQ 037887				
REQ-BY TOTALS				23,522.40		16,840.59					.00			1,194.60	
Y/E					6,681.81			.00							

OTHER AMOUNT CODES:
A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS ARM PLAN 422V
806 LUDLOW ROCHESTER MI 483070000 EMP 0 POF0

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
309,607.07	.00	.00	.00	.00	.00	.00	.00	.00	.00	02-01-07	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT	BM
2404.94	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	2404.94	.0762500	1	B

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
351,200	0	315,148.27			[redacted]	0.00	0.00	0	

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
					N/10-04-99	ALSSBK1099							

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					07-99	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				06-29

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,444.24	.00			

DUE DATE	PROC DATE	TP	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD							315148.27			.00	.00		.00	.00		
02-06	01-27	1	71	1	2114.20	505.63	314642.64	1608.57	.00	.00	.00	.00	.00	.00		1
															01-27-06 L	
															98.48 AA	
												BATCH 6AO EDIT-SEQ 073960				
03-06	02-22	1	71	1	2114.20	508.21	314134.43	1605.99	.00	.00	.00	.00	.00	.00		1
															02-22-06 L	
															98.33 AA	
												BATCH 6AJ EDIT-SEQ 045340				
04-06	03-22	1	71	1	2114.20	510.81	313623.62	1603.39	.00	.00	.00	.00	.00	.00		1
															03-22-06 L	
															98.17 AA	
												BATCH 6AE EDIT-SEQ 184260				
05-06	04-27	1	71	1	2114.20	513.41	313110.21	1600.79	.00	.00	.00	.00	.00	.00		1
															04-27-06 L	
															98.01 AA	
												BATCH 6AP EDIT-SEQ 371030				
06-06	05-26	1	71	1	2114.20	516.03	312594.18	1598.17	.00	.00	.00	.00	.00	.00		1
															05-26-06 L	
															97.85 AA	
												BATCH 6L\ EDIT-SEQ 223235				
		IR	EFF	07-06	OLD	.0612500		NEW	.0762500		PRIN BAL	312,594.18				
		PI	EFF	07-06	OLD	2,114.20		NEW	2,404.94		PRIN BAL	312,594.18				
07-06	06-17	1	71	1	2404.94	418.66	312175.52	1986.28	.00	.00	.00	.00	.00	.00		1
															06-17-06 L	
															97.69 AA	
												BATCH 6L. EDIT-SEQ 032272				
08-06	07-24	1	71	1	2404.94	421.32	311754.20	1983.62	.00	.00	.00	.00	.00	.00		1
															07-22-06 L	
															97.56 AA	

PK0000636

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS EMP 0 P0F0

DUE DATE	PROC DATE	TP TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
											BATCH 6L/ EDIT-SEQ 116098				
09-06	08-24	1 71	1	2404.94	424.00	311330.20	1980.94	.00	.00	.00	.00	.00	.00		1
														08-24-06	L
														97.42	AA
											BATCH 6L\ EDIT-SEQ 066597				
10-06	09-30	1 71	1	2404.94	426.70	310903.50	1978.24	.00	.00	.00	.00	.00	.00		1
														09-30-06	L
														97.29	AA
											BATCH 6L\ EDIT-SEQ 007522				
11-06	10-27	1 71	1	2404.94	429.41	310474.09	1975.53	.00	.00	.00	.00	.00	.00		1
														10-27-06	L
														97.16	AA
											BATCH 6L& EDIT-SEQ 097088				
12-06	11-30	1 71	1	2404.94	432.14	310041.95	1972.80	.00	.00	.00	.00	.00	.00		1
														11-29-06	L
														97.02	AA
											BATCH 6L\ EDIT-SEQ 194671				
01-07	12-30	1 71	1	2404.94	434.88	309607.07	1970.06	.00	.00	.00	.00	.00	.00		1
														12-30-06	L
														96.89	AA
											BATCH 6L> EDIT-SEQ 015419				
REQ-BY TOTALS				27,405.58			21,864.38				.00			1,171.87	
Y/E					5,541.20			.00							

OTHER AMOUNT CODES:
A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS ARM PLAN 422V
806 LUDLOW ROCHESTER MI 483070000 EMP 0 POF0

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
304,222.02	.00	.00	.00	.00	.00	.00	.00	.00	.00	02-01-08	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT	BM
2429.23	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	2429.23	.0775000	1	8

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
351,200	0	309,607.07			[redacted]	0.00	0.00	0	

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP	PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
						N/10-04-99	ALSSBK1099							

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					07-99	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				06-29

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,444.24	.00			

DUE DATE	PROC DATE	TP	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD							309607.07			.00	.00		.00	.00		
02-07	01-19	1	71	1	2404.94	437.64	309169.43	1967.30	.00	.00	.00	.00	.00	.00		1
															01-19-07 L	
															96.75 AA	
												BATCH 6L/ EDIT-SEQ 105461				
03-07	02-17	1	71	1	2404.94	440.43	308729.00	1964.51	.00	.00	.00	.00	.00	.00		1
															02-17-07 L	
															96.62 AA	
												BATCH 6L/ EDIT-SEQ 236280				
04-07	03-30	1	71	1	2404.94	443.22	308285.78	1961.72	.00	.00	.00	.00	.00	.00		1
															03-30-07 L	
															96.48 AA	
												BATCH 6L? EDIT-SEQ 210580				
05-07	04-20	1	71	1	2404.94	446.04	307839.74	1958.90	.00	.00	.00	.00	.00	.00		1
															04-20-07 L	
															96.34 AA	
												BATCH 6L. EDIT-SEQ 150104				
06-07	06-02	1	71	1	2404.94	448.87	307390.87	1956.07	.00	.00	.00	.00	.00	.00		1
															06-02-07 L	
															96.20 AA	
												BATCH 6L@ EDIT-SEQ 004594				
		IR	EFF	07-07	OLD	.0762500	NEW	.0775000	PRIN BAL	307,390.87						
		PI	EFF	07-07	OLD	2,404.94	NEW	2,429.23	PRIN BAL	307,390.87						
07-07	06-23	1	71	1	2429.23	444.00	306946.87	1985.23	.00	.00	.00	.00	.00	.00		1
															06-23-07 L	
															96.06 AA	
												BATCH 6L* EDIT-SEQ 582808				
08-07	07-20	1	71	1	2429.23	446.86	306500.01	1982.37	.00	.00	.00	.00	.00	.00		1
															07-20-07 L	
															95.92 AA	

PK000638

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS EMP 0 POF0

DUE DATE	PROC DATE	TP TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
											BATCH 6L/ EDIT-SEQ 132325				
09-07	08-25	1 71	1	2429.23	449.75	306050.26	1979.48	.00	.00	.00	.00	.00	.00		1
														08-25-07 L	
														95.78 AA	
											BATCH 6L/ EDIT-SEQ 165889				
10-07	09-24	1 71	1	2429.23	452.66	305597.60	1976.57	.00	.00	.00	.00	.00	.00		1
														09-24-07 L	
														95.64 AA	
											BATCH 6L. EDIT-SEQ 035710				
11-07	10-26	1 71	1	2429.23	455.58	305142.02	1973.65	.00	.00	.00	.00	.00	.00		1
														10-26-07 L	
														95.50 AA	
											BATCH 6L: EDIT-SEQ 031611				
12-07	11-30	1 71	1	2429.23	458.52	304683.50	1970.71	.00	.00	.00	.00	.00	.00		1
														11-30-07 L	
														95.36 AA	
											BATCH 6L& EDIT-SEQ 148270				
01-08	12-22	1 71	1	2429.23	461.48	304222.02	1967.75	.00	.00	.00	.00	.00	.00		1
														12-22-07 L	
														95.21 AA	
											BATCH 6L. EDIT-SEQ 148349				
REQ-BY TOTALS				29,029.31		23,644.26					.00		1,151.86		
Y/E					5,385.05			.00							

OTHER AMOUNT CODES:
A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD

PK000640

This is **Exhibit "T"** referred to in
the Affidavit of Marilyn Lea
Dated March 16th, 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

ARM PLAN 422V
LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS EXP 0 POF0
806 LUDLOW ROCHESTER MI 483070000

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
304,222.02	.00	.00	.00	.00	.00	.00	.00	.00	.00	02-01-08	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT	BM
2429.23	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	2429.23	.0775000	1	8

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
351,200	0	309,607.07			[redacted]	0.00	0.00	0	

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY CH/DT
					N/10-04-99	ALSSBK1099						

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					07-99	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				06-29

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,444.24	.00			

DUE DATE	PROC DATE	TP	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD							309607.07			.00	.00		.00	.00		
02-07	01-19	1	71	1	2404.94	437.64	309169.43	1967.30	.00	.00	.00	.00	.00	.00		1
															01-19-07 L 96.75 AA	
												BATCH 6L/ EDIT-SEQ 105461				
03-07	02-17	1	71	1	2404.94	440.43	308729.00	1964.51	.00	.00	.00	.00	.00	.00		1
															02-17-07 L 96.62 AA	
												BATCH 6L/ EDIT-SEQ 236280				
04-07	03-30	1	71	1	2404.94	443.22	308285.78	1961.72	.00	.00	.00	.00	.00	.00		1
															03-30-07 L 96.48 AA	
												BATCH 6L? EDIT-SEQ 210580				
05-07	04-20	1	71	1	2404.94	446.04	307839.74	1958.90	.00	.00	.00	.00	.00	.00		1
															04-20-07 L 96.34 AA	
												BATCH 6L. EDIT-SEQ 150104				
06-07	06-02	1	71	1	2404.94	448.87	307390.87	1956.07	.00	.00	.00	.00	.00	.00		1
															06-02-07 L 96.20 AA	
												BATCH 6L@ EDIT-SEQ 004594				
					IR EFF 07-07	OLD .0762500		NEW .0775000		PRIN BAL	307,390.87					
					PI EFF 07-07	OLD 2,404.94		NEW 2,429.23		PRIN BAL	307,390.87					
07-07	06-23	1	71	1	2429.23	444.00	306946.87	1985.23	.00	.00	.00	.00	.00	.00		1
															06-23-07 L 96.06 AA	
												BATCH 6L* EDIT-SEQ 582808				
08-07	07-20	1	71	1	2429.23	446.86	306500.01	1982.37	.00	.00	.00	.00	.00	.00		1
															07-20-07 L 95.92 AA	

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS EMP 0 POFO

DUE DATE	PROC DATE	TP	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
												BATCH 6L/ EDIT-SEQ 132325				
09-07	08-25	1	71	1	2429.23	449.75	306050.26	1979.48	.00	.00	.00	.00	.00	.00		1
															08-25-07	L
															95.78	AA
												BATCH 6L/ EDIT-SEQ 165889				
10-07	09-24	1	71	1	2429.23	452.66	305597.60	1976.57	.00	.00	.00	.00	.00	.00		1
															09-24-07	L
															95.64	AA
												BATCH 6L. EDIT-SEQ 035710				
11-07	10-26	1	71	1	2429.23	455.58	305142.02	1973.65	.00	.00	.00	.00	.00	.00		1
															10-26-07	L
															95.50	AA
												BATCH 6L: EDIT-SEQ 031611				
12-07	11-30	1	71	1	2429.23	458.52	304683.50	1970.71	.00	.00	.00	.00	.00	.00		1
															11-30-07	L
															95.36	AA
												BATCH 6L& EDIT-SEQ 148270				
01-08	12-22	1	71	1	2429.23	461.48	304222.02	1967.75	.00	.00	.00	.00	.00	.00		1
															12-22-07	L
															95.21	AA
												BATCH 6L. EDIT-SEQ 148349				
REQ-BY TOTALS					29,029.31		23,644.26					.00			1,151.86	
Y/E					5,385.05				.00							

OTHER AMOUNT CODES:
A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC-LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD

ARM PLAN 422V
EMP 0 POFO

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS
806 LUDLOW AVE ROCHESTER MI 483071309

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
297,471.31	.00	.00	.00	.00	.00	.00	.00	.00	.00	02-01-09	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT	BM
2065.80	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	2065.80	.0575000	1	8

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
351,200	0	304,222.02			[redacted]	0.00	0.00	0	

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY CH/DT
					M/10-04-99	ALSSBK1099						

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					07-99	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				06-29

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,444.24	.00			

DUE DATE	PROC DATE	TP	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD							304222.02			.00	.00		.00	.00		
02-08	01-24	1	71	1	2429.23	464.46	303757.56	1964.77	.00	.00	.00	.00	.00	.00		1
															01-24-08	L
															95.07	AA
												BATCH 6L: EDIT-SEQ 150864				
03-08	02-25	1	71	1	2429.23	467.46	303290.10	1961.77	.00	.00	.00	.00	.00	.00		1
															02-25-08	L
															94.92	AA
												BATCH 6L* EDIT-SEQ 040374				
04-08	03-13	1	71	1	2429.23	470.48	302819.62	1958.75	.00	.00	.00	.00	.00	.00		1
															03-12-08	L
															94.78	AA
												BATCH 6L: EDIT-SEQ 023593				
05-08	04-24	1	71	1	2429.23	473.52	302346.10	1955.71	.00	.00	.00	.00	.00	.00		1
															04-24-08	L
															94.63	AA
												BATCH 6L: EDIT-SEQ 174619				
06-08	05-23	1	71	1	2429.23	476.58	301869.52	1952.65	.00	.00	.00	.00	.00	.00		1
															05-23-08	L
															94.48	AA
												BATCH 6L: EDIT-SEQ 015358				
		IR	EFF	07-08	OLD	.0775000	NEW	.0575000	PRIN BAL	301,869.52						
		PI	EFF	07-08	OLD	2,429.23	NEW	2,065.80	PRIN BAL	301,869.52						
07-08	06-27	1	71	1	2065.80	619.34	301250.18	1446.46	.00	.00	.00	.00	.00	.00		1
															06-27-08	L
															94.33	AA
												BATCH 6L: EDIT-SEQ 091313				
08-08	07-18	1	71	1	2065.80	622.31	300627.87	1443.49	.00	.00	.00	.00	.00	.00		1
															07-18-08	L
															94.14	AA

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS EMP 0 POF0

DUE DATE	PROC DATE	TP	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
09-08	08-18	1	73	1	4131.60	625.29	300002.58	1440.51	.00	.00	.00	BATCH 6L/ EDIT-SEQ 248493 .00	.00	.00		1
															08-18-08 L 93.95 AA	
10-08	08-18	1	73	2	.00	628.29	299374.29	1437.51	.00	.00	.00	BATCH 6TA EDIT-SEQ 225819 .00	.00	.00		1
															08-18-08 L 93.75 AA	
11-08	11-01	1	71	1	2065.80	631.30	298742.99	1434.50	.00	.00	.00	BATCH 6TA EDIT-SEQ 225819 .00	.00	.00		1
															11-01-08 L 93.55 AA	
12-08	12-02	1	71	1	2065.80	634.32	298108.67	1431.48	.00	.00	.00	BATCH 6L. EDIT-SEQ 069151 .00	.00	.00		1
															12-02-08 L 93.36 AA	
01-09	12-30	1	71	1	2065.80	637.36	297471.31	1428.44	.00	.00	.00	BATCH 6L* EDIT-SEQ 219643 .00	.00	.00		1
															12-30-08 L 93.16 AA	
												BATCH 6L* EDIT-SEQ 109116				
REQ-BY TOTALS Y/E					26,606.75	6,750.71	19,856.04		.00			.00			1,130.12	

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD

PK000645
999

II561-721 CHASE HOME FINANCE LLC LOAN HISTORY Y-T-D INV All CAT 001 [redacted] T13 12/31/09

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS PAGE 28315
806 LUDLOW AVE ROCHESTER ARM PLAN 422V
MI 483071309 EMP 0 POPO

1ST MTGE PRIN 2ND MTGE PRIN RSC BAL EREST RSC SUSPENSE ADV BAL REPL RES HUD BAL LC BAL INT DUE DUE DATE HUD PRT OF M
288,408.91 .00 .00 .00 .00 .00 .00 .00 .00 02-01-10 .00 00 0

P & I 1ST P&I 2ND CO TAX CITY TAX MAH TAX M I P LIEN RSC A & H LIFE MISC REP RES TOT PAYMT INT RATE DT RM
1744.50 .00 .00 .00 .00 .00 .00 .00 0 .00 0 .00 0 .00 1744.50 .0375000 1 8

1ST ORIG MTG 2ND ORIG MTG PRIN BAL RSC INT IND CAP FLAG MTGR SSN DEF INT BAL PRIOR YR PPD INT PPD INT IND GPM ORG
351,200 0 297,471.31 [redacted] 0.00 0.00 0

ASSUM-DT XFER-DEED PRA-SEC/HUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PRT-OPT CALC-METH HLOC BNKRPCY CH/DT
W/10-04-99 ALS6SK1099 6

PMT PERIOD 1099-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DT-HOT-RPT-YR BREAS CODE RT-HDR-SW 1ST-DUE-DT REO STAT/COMPL DT
12 .00 07-99

LOSS CREDIT YTD/M-H SW/W-H BALANCE LOSS CREDIT YTD/M-H SW/W-H BALANCE CONSTR CD MO PURGE FLAG/YR BNKRPT STAT LAST DEF DUE
.00 .00 .00 .00 06-29

REC CORP ADV BAL 2ND REC CORP ADV BAL FORECL WEST CODE/REINSTATE DATE TMIT RSC STMT CODE / DATE LOSS MIT STATUS/COMPL DATE
1,444.24 .00

DUE DATE	PROC DATE	TP	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CPD DCT
BAL-PRD						297471.31			.00	.00		.00	.00		
02-09	01-29	1	71 1	2065.80	640.42	296830.89	1425.38	.00	.00	.00	.00	.00	.00		
														01-29-09 L	1
03-09	02-21	1	71 1	2065.80	643.49	296187.40	1422.31	.00	.00	.00	BATCH 6L; EDIT-SEQ 214698	.00	.00	92.96 AA	
04-09	03-30	1	71 1	2065.80	646.57	295540.83	1419.23	.00	.00	.00	BATCH 6L. EDIT-SEQ 111127	.00	.00	02-21-09 L	1
														92.76 AA	
05-09	04-30	1	71 1	2065.80	649.67	294891.16	1416.13	.00	.00	.00	BATCH 6L. EDIT-SEQ 141694	.00	.00	03-28-09 L	1
														92.56 AA	
06-09	05-03	1	71 1	2065.80	652.78	294238.38	1413.02	.00	.00	.00	BATCH 6L; EDIT-SEQ 070606	.00	.00	04-30-09 L	1
														92.36 AA	
		TR EFF	07-09	OLD	.0575000		NEW	.0375000						06-03-09 L	1
		PI EFF	07-09	OLD	2,065.80		NEW	1,744.50	PRIN BAL		BATCH 6L7 EDIT-SEQ 090817			92.15 AA	
07-09	07-01	1	71 1	1744.50	825.01	293413.37	919.49	.00	PRIN BAL		294,238.38				
									.00	.00	294,238.38	.00	.00		
														07-01-09 L	1
08-09	07-30	1	71 1	1744.50	827.58	292585.79	916.92	.00	.00	.00	BATCH 6L; EDIT-SEQ 127294	.00	.00	91.95 AA	
														07-30-09 L	1
														91.69 AA	

PK000646

I1561-721
LOAN-NO (CONT'D)

CHASE HOME FINANCE LLC

LOAN HISTORY Y-T-D INV A11 CAT 001 [redacted] T13 12/31/09
PAGE 28316

LN# 8499492013 PETER SIAVRAKAS DOLORES M SIAVRAKAS

EMP 0 POFO

DUE DATE	PROC DATE	TP TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
09-09	08-27	1 71	1	1744.50	830.17	291755.62	914.33	.00	.00	.00	BATCH 8L/ EDIT-SEQ 160752 .00	.00	.00	08-27-09 L 91.43 AA	1
10-09	10-01	1 71	1	1744.50	832.76	290922.86	911.74	.00	.00	.00	BATCH 6L. EDIT-SEQ 039284 .00	.00	.00	09-30-09 L 91.17 AA	1
11-09	10-24	1 71	1	1744.50	835.37	290087.49	909.13	.00	.00	.00	BATCH 6L* EDIT-SEQ 179011 .00	.00	.00	10-24-09 L 90.91 AA	1
12-09	11-21	1 71	1	1744.50	837.98	289249.51	906.52	.00	.00	.00	BATCH 6L* EDIT-SEQ 858677 .00	.00	.00	11-21-09 L 90.65 AA	1
01-10	12-23	1 71	1	1744.50	840.60	288408.91	903.90	.00	.00	.00	BATCH 6L. EDIT-SEQ 002987 .00	.00	.00	12-23-09 L 90.39 AA	1
REQ-BY TOTALS Y/E				22,540.50	9,062.40		13,478.10	.00			BATCH 6L. EDIT-SEQ 131331 .00			1,100.98	

OTHER AMOUNT CODES:
A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-ION/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-K-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER $=ELOC-FEE

PK000647
(3001)

I1561-721 CHASE HOME FINANCE LLC LOAN HISTORY Y-T-D INV A70 CAT 001 [redacted]713 12/31/10
PAGE 73537

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS ARM PLAN 422V
806 LUDLOW AVE HMP 0 POPD
ROCHESTER MI 483071309

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OP M
279,629.24	.00	.00	.00	.00	.00	.00	.00	83.61	.00	12-01-10	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	RSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT	RM
1672.14	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	1672.14	.0325000	1	8

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL RSH	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM CHG
351,288	0	288,408.91			[redacted]	0.00	0.00	0	

ASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT FLGD-LN PMT-OPT CALC-MNTH HLOC BNKRPCY CH/DT
M/10-04-99 ALSSHK1099 6

PMT PERIOD 1098-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DX-NOT-RPT-YR MEAS CAUS RI-HDR-SW LST-DUE-DT REO STAT/COMPL DT
12 .00 07-99

IORE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	COMBTR CD	BO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				06-29

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT RSC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,444.24	.00			

DUE DATE	PROC DATE	TP	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD						288408.91			.00	.00		.00	.00		
02-10	01-21	1	71 1	1744.50	843.22	287565.69	901.28	.00	.00	.00	.00	.00	.00		1
														01-21-10 L	
														90.13 AA	
03-10	03-01	1	71 1	1744.50	845.86	286719.83	898.64	.00	.00	.00	BATCH 6L. EDIT-SEQ 126683	.00	.00		1
														03-01-10 L	
04-10	03-22	1	71 1	1744.50	848.50	285871.33	896.80	.00	.00	.00	BATCH 6L. EDIT-SEQ 716459	.00	.00		1
														03-22-10 L	
05-10	04-22	1	71 1	1744.50	851.15	285020.18	893.35	.00	.00	.00	BATCH 6L. EDIT-SEQ 326532	.00	.00		1
														04-22-10 L	
06-10	05-27	1	71 1	1744.50	853.81	284166.37	890.69	.00	.00	.00	BATCH 6L. EDIT-SEQ 164216	.00	.00		1
														05-27-10 L	
		IR EFF	07-10	OLD	.0375000	NEW	.0325000	PRIN BAL	284,166.37		BATCH 6L. EDIT-SEQ 196599				
		PI EFF	07-10	OLD	1,744.50	NEW	1,672.14	PRIN BAL	284,166.37						
07-10	06-24	1	71 1	1672.14	902.52	283263.85	769.62	.00	.00	.00	.00	.00	.00		1
														06-24-10 L	
08-10	07-24	1	71 1	1672.14	904.97	282358.88	767.17	.00	.00	.00	BATCH 6L. EDIT-SEQ 350208	.00	.00		1
														07-24-10 L	
09-10	08-25	1	71 1	1672.14	907.42	281451.46	764.72	.00	.00	.00	BATCH 6L. EDIT-SEQ 083331	.00	.00		1
														08-25-10 L	
10-10	09-24	1	71 1	1672.14	909.88	280541.58	762.26	.00	.00	.00	BATCH 6L. EDIT-SEQ 277336	.00	.00		1
														09-24-10 L	

PK0000648
3007

I1561-721
LOAN-NO (CONT'D) CHASE HOME FINANCE LLC LOAN HISTORY Y-T-D INV A70 CAT 001 [redacted] 13 12/31/10
PAGE 73538

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS

DUE DATE	PROC DATE	TP	YR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
												EMP 0	POFO			
11-10	10-21	1	71	1	1672.14	912.34	279629.24	759.80	.00	.00	.00	BATCH 6L*	EDIT-SEQ 391278			
												.00	.00	.00		
12-10	12-16	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	BATCH 6L.	EDIT-SEQ 209224			1
												.00	.00	.00	10-21-10 L	
SEQ-BY TOTALS Y/E					17,083.20	8,779.67		8,303.53	.00			.00			93.61-	11
															6.52	

OTHER AMOUNT CODES:
A=FHA-PENALTY G=ESR=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-ICE/ICRE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC R=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-E-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-RQ AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUS-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=ICC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP AR=MTGE-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AT=ADJ YE 1098 IND AX=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-ORDER $=ELOC-FEE

I1561-721 JPMORGAN CHASE BANK, N.A. LOAN HISTORY Y-T-D INV X62 CAT 001 [redacted] T13 12/31/11
PAGE 89644

LN# 0499492083 PETER STAVRAKAS DOLORES M STAVRAKAS
806 LINDLOW AVE
ROCHESTER MI 483071309
ARM PLAN 0009
ESCP 0 POFO

1ST MTGE PRIN	2ND MTGE PRIN	RSC BAL	REST RSC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT OF M
279,629.24	.00	.00	.00	.00	.00	.00	.00	1876.73	.00	12-01-10	.00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	RSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
1672.14	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	1672.14	.0325000	1 9

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL REQ	INT IND	CAP FLAG	MTGE SER	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM CHG
351,200	0	279,629.24			[redacted]	0.00	0.00	0	

ASSUM-DT XFER-DEED PRA-REC/NUM LIP PAYOFF FC-TRK-SW YR-ACQ-RPT/DATE SALE-ID EXEMPT PLOD-LN PMT-OPT CALC-METH ESOC BNKRPCY CH/DT
N/10-04-99 ALSSEK1099 6

PMT PERIOD 1098-DST-HIST POINTS-PAID/RPTG YR SUPPR-MTGR-STMT DX-NOT-RPT-YR XREF CODE RT-RDR-SW 1ST-DUE-DT REO STAT/COMPL DT
12 .00 07-99

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IOSE CREDIT YTD/W-H	SW/W-H BALANCE	COMSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEV DUE
.00	.00	.00	.00				00-00

RSC CORP ADV BAL	3RD RSC CORP ADV BAL	FORECL MKST CODE/REINSTATE DATE	INIT RSC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,444.24	.00			

DUE DATE	PROC DATE	TP	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CPD DCT
BAL-FWD						279629.24									
12-10	01-17	1	52 1	.00	.00	279629.24			.00	.00		.00	.00		
12-10	01-18	1	32 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	83.61-	11
12-10	01-19	1	32 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	83.61	111
											BATCH INT EDIT-SEQ 261208				
12-10	02-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	83.61-	111
											BATCH INT EDIT-SEQ 140954				
12-10	03-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	83.61-	11
12-10	04-18	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	83.61-	11
12-10	05-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	83.61-	11
00-00	05-25	7	45 1	75302.24	PROCES	QF5 REASON C150 150 DAY WD			.00	.00	.00	.00	.00	83.61-	11
				CHECK #					CORP:SEQ		PAYEE 11867	ORIG PAY		75302.24	AM
00-00	05-25	7	45 2	75302.24-	PROCES	QF5 REASON C150 150 DAY WD									
				CHECK #					CORP:SEQ		PAYEE 05074	ORIG PAY		75302.24-	AM
12-10	06-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	83.61-	11
12-10	07-18	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.91-	11
12-10	08-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.91-	11
12-10	09-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.91-	11
12-10	10-17	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.91-	11
12-10	11-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.91-	11
12-10	12-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.91-	11

PK000650
3004

RSQ-BY TOTALS .00 .00 .00 .00
Y/E

993.12-

OTHER AMOUNT CODES:

A=FHA-PREMALTY	G=SER-INTEREST-PAID TO POOL	K=INT-DUE-PD	P=ACCRUED-TOS/TORE	U=REAPPLICATION-FEE	T=SHID-FUND	
B=BSC	H=FEE-AMT	L=PD-THRU-DT	R=US-INT-AMT	V=ESCROW-ADVANCE	Z=RESTRICTED-ESCROW	
C=235-FEE	I=A-H-PD	M=ADVANCE-EFF-DATE	S=CR-LIFE-AMT	W=SUSPENSE	BI=DEFERRED-INT-BAL	
F=MISC	J=LIFE-PD	N=ADVANCE-MEMO-AMT	T=ORIG-FEE-AMT	X=REPLACEMENT-RESERVE		
AA=SER-FEE-PD	AB=DEFERRED-INT-PD	AC=LIFE-DEF-INT-PD	AD=CHECK-NO	AE=DEFERRED-INT-LTD-PD	AF=LIFE-DEFERRED-INT-LTD-PD	
AG=SUB-CODE	AJ=DEF-INT-ADJ-FLAG	AK=ADV-AMT-RECD	AL=TRAN-SOURCE	AM=IOC-SPEC-INT-PD	AN=NON-REC-CORP-ADV	AP=DATE-STAMP AQ=TIME-STAMP
AR=MTGR-REC-CORP-ADV	AS=PREV-POSTED	AT=3RD-REC=CORP-ADV	AY=ADJ YR 1098 IND	AZ=CHOICES-PD		

FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER $=HLOC-FEE

I1561-721 JPMORGAN CHASE BANK, N.A. LOAN HISTORY Y-T-D INV X62 CAT 838 [redacted] T13 12/31/12
PAGE 95432

LN# 8499492083 PETER KIAVRAKAS DOLORES M KIAVRAKAS ANN PLAN 0009
806 LUDLOW AVE ROCHESTER MI 483071309 SMP 0 PGFO

1ST MTGE PRIN	2ND MTGE PRIN	RSC BAL	REST RSC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
279,629.24	.00	.00	.00	.00	.00	.00	.00	1891.88	.00	12-01-12	.00	SC 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	RSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BK
1672.14	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	1672.14	.0325000	1 9

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL RSQ	INT IND	CAP FLAG	MTGE SER	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
351,200	0	279,629.24			[redacted]	0.00	0.00	0	

ASSUM-DT XFER-DEED FHA-SEC/HUM LIP PAYOFF FC-TRK-SW YR-ACQ-RPT/DATE SALE-ID EXEMPT FLOD-LN PMT-OPT CALC-METH HLOC BKRPCY CH/DT
M/10-04-99 ALSHSK1099 6

PMT PERIOD 1099-INT-RIST POINTS-PAID/RPTG YR SUFFR-MICR-STMT DI-NOT-RPT-YR REAS CANS RI-HDR-SW 1ST-DUE-DT RSQ STAT/COMPL DT
12 .00 07-99

IOR CREDIT YTD/M-H	SW/M-H BALANCE	IORE CREDIT YTD/M-H	SW/M-H BALANCE	CORSTR CD	NO PURGE FLAG/YR	BKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				00-00

RSC CORP ADV BAL 1,582.24 | 3RD RSC CORP ADV BAL .00 | FORBCL MKST CODE/REINSTATE DATE 2 10-02-12 | INIT RSC STMT CODE / DATE | LOSS MIT STATUS/COMPL DATE

DUE DATE	PROC DATE	TP	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	RSCROW PAID	RSCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CYD DCT
BAL-PMD															
12-10	01-17	1	52 1			279629.24			.00	.00		.00	.00		
12-10	02-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00		81.91- 11
12-10	03-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00		81.91- 11
12-10	04-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00		81.91- 11
12-10	05-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00		81.91- 11
00-00	06-22	6	32 1	.00 PROCES SAP		279629.24	.00	.00	.00	.00	.00	.00	.00		81.91- 11
				CHECK #161476 M MICR CHECK #00043161476					CORP:RSQ	PAYEE S8R21		ORIG PAY RSCRADJUST			60.00 AR
00-00	06-22	6	32 2	.00 PROCES SAP	REASON XFRP RPO										
				CHECK #161535 M MICR CHECK #00043161535					CORP:RSQ	PAYEE S8R21		ORIG PAY RSCLNSCAPT			78.08 AR
12-10	07-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00		81.12- 11
12-10	08-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00		81.12- 11
12-10	10-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00		81.12- 11
12-10	11-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00		81.12- 11
12-10	12-17	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00		81.12- 11
RSQ-BY TOTALS Y/E				.00	.00		.00	.00			.00				677.28-

OTHER AMOUNT CODES:
A=PHA-PENALTY B=BSC C=235-FEE F=MISC AA=SER-FEE-PD AG=SUB-CODE AM=MTGE-REC-CORP-ADV AP=LIFE-DEFERRED-INT-LTD-PD AQ=TIME-STAMP AR=MTGE-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AY=ADJ YE 1098 IND AX=CHOICES-PD BP=DATE-STAMP
G=SER-INTEREST-PAID TO POOL X=FEE-AMT I=A-R-PD J=LIFE-PD AB=DEFERRED-INT-PD AJ=DEF-INT-ADJ-FLAG AR=ADV-AMT-RECD AT=TRAN-SOURCE AW=IOC-EXEC-INT-PD AX=NON-REC-CORP-ADV
K=INT-DUE-PD L=PD-THRU-DT M=ADVANCE-EFF-DATE N=ADVANCE-MEMO-AMT AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD
P=ACCRUED-IOR/IORE R=DE-INT-AMT S=CR-LIFE-AMT T=ORIG-FEE-AMT
U=REAPPLICATION-FEE V=RSCROW-ADVANCE W=SUSPENSE X=REPLACEMENT-RESERVE
Y=HUD-FUND Z=RESTRICTED-RSCROW DI=DEFERRED-INT-BAL
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CMG-OWNER $=HLOC-FEE

Z1561-721 JPMORGAN CHASE BANK, N.A. LOAN HISTORY Y-T-D INV X62 CAT 058 [redacted] TI3 12/31/13

PAGE 35734

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS ANN PLAN 0009

806 LUDLOW AVE ROCHESTER EMP 0 POPO

MI 463071389

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE DUE DATE	HUD PRT OF M
279,629.24	.00	.00	.00	.00	.00	.00	.00	2869.32	.00 12-01-10	.00 00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & E	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BK
1672.14	.00	.00	.00	.00	.00	.00	.00	0	.00	0 .00	0 .00	1672.14	.0325000	1 9

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL REC	INT IND	CAP FLAG	MTGE SER	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
351,200	0	279,629.24			[redacted]	0.00	0.00	0	

ASSUM-DT XFER-DESC FEA-SRC/NUM LIP PAYOFF FC-TRK-SW YR-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-MNTH RLOC EMERGCY CK/DT

M/10-04-99 ALSEEK1099 S

PMT PERIOD 1098-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DI-NOT-RPT-YR ERAS CEIS RI-HDR-SW 1ST-DUE-DT REO STAT/COMPL DT

12 .00 07-99

IOE CREDIT YTD/M-H	SW/M-H BALANCE	IORE CREDIT YTD/M-H	SW/M-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BKRPT STAT	LAST DEF DUE
.00	.00	.00	.00		U 20		08-00

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL MEST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,582.24	.00	R 10-02-12		

DUE DATE	PROC DATE	TP	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CPD DCF
BAL-FWD						279629.24			.00	.00		.00	.00		
12-10	01-16	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
12-10	02-16	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00 MB 81.12-	11
12-10	03-16	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00 MB 81.12-	11
12-10	04-16	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00 MB 81.12-	11
12-10	05-16	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00 MB 81.12-	11
12-10	06-17	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00 MB 81.12-	11
12-10	07-16	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00 MB 81.12-	11
12-10	08-16	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00 MB 81.12-	11
12-10	09-16	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00 MB 81.12-	11
12-10	10-16	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00 MB 81.12-	11
12-10	11-16	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00 MB 81.12-	11
12-10	12-16	1	52	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00 MB 81.12-	11
														.00 MB	

PK000653
2007

II561-721 JPMORGAN CHASE BANK, N.A. LOAN HISTORY Y-T-D INV 262 CAT 058 [redacted] T13 12/31/13
LOAN-NO (CONT'D) 8499492083 PAGE 35735

REQ-BY TOTALS .00 .00 .00 .00 973.44-
Y/E .00

OTHER AMOUNT CODES:
A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL X=INT-DUE-PD 2=ACCRUED-IOE/ICRE U=REAPPLICATION-FEE Y=HUD-FOHD
B=BSC H=FEE-AMT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=23E-FEE I=A-E-PD S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AQ=SUS-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP AR=STOR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AT=ADJ YE 1098 INT P1=1ST PRIN BAL P2=2ND PRIN BAL WB=SUSP BAL
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER $=HLOC-FEE

PK000654
3008

I1561-721 JPMORGAN CHASE BANK, N.A. LOAN HISTORY Y-T-D INV X62 CAT 058 [redacted]T13 12/31/14
PAGE 43745

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS ARM PLAN 0009
806 LUDLOW AVE ROCHESTER MI 483071309 ENF 0 POF0

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE DUE DATE	HUD PRT OF M
279,629.24	.00	.00	.00	.00	.00	.00	.00	3838.76	.00 12-01-10	.00 00 0

P & I 1ST	P&I 2ND	CO TAX CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BR
1672.14	.00	.00 .00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	1672.14	.0325000	1 9

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL ESC	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
351,200	0	279,629.24			[redacted]	0.00	0.00	0	

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-MNTH	RLOC BNKRPCY	CH/DT
					M/10-04-99	ALSESK1099	6					

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					07-99	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00		U 20		00-00

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,582.24	.00	10-02-12		

DUE DATE	PROC DATE	TP	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD						279629.24			.00	.00		.00	.00	.00	WB
12-10	01-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
12-10	02-18	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00	WB
12-10	03-17	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
12-10	04-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00	WB
12-10	05-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
12-10	06-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00	WB
12-10	07-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
12-10	08-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00	WB
12-10	09-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
12-10	10-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00	WB
12-10	11-17	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
12-10	12-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00	WB
														81.12-	11
														.00	WB

PK000655
3009

REQ-BY TOTALS	.00	.00	.00		973.44-
Y/E	.00	.00			

OTHER AMOUNT CODES:

A =FRA-PENALTY	B =	C =235-FEE	D =	E =CHG-OWNER-FEE-PD	F =MISC
G =SER-INT-PD TO POOL	H =	I =A-H-PD	J =LIFE-PD	K =INT-DUE-PD	L =
M =ADVANCE-EFF-DATE	N =ADVANCE-MEMO-AMT	O =	P =ACCRUED-IOE/IORE	Q =SCHED-PMT-DUE-AMT	R =UE-INT-AMT
S =CR-LIFE-AMT	T =ORIG-FEE-AMT	U =REAPPLICATION-FEE	V =ESCROW-ADVANCE	W =SUSPENSE	X =REPLACEMENT-RESERVE
Y =HUD-FUND	Z =RESTRICTED-ESCROW	AA=SER-FEE-PD	AB=DEFERRED-INT-PD	AC=LIFE-DEF-INT-PD	AD=CHECK-NO
AE=DEFERRD-INT-LTD-PD	AF=LIFE-DFRD-INT-LTD	AG=SUB-CODE	AH=	AI=	AJ=DEF-INT-ADJ-FLAG
AK=ADV-AMT-RECD	AL=TRAN-SOURCE	AM=IOC-SPEC-INT-PD	AN=NON-REC-CORP-ADV	AO=	AP=DATE-STAMP
AQ=TIME-STAMP	AR=MTGR-REC-CORP-ADV	AS=PREV-POSTED	AT=3RD-REC=CORP-ADV	AU=	AV=
AW=	AX=	AY=ADJ YE 1098 IND	AZ=		
P1=1ST PRIN BAL	P2=2ND PRIN BAL	WS=SUSP BAL			
FEE CODES:	1=LATE-CHARGE	2=BAD-CK-FEE	3=CHG-OWNER	$=RLOC-FEE	

PK000656
ROD

I1561-721 JPMORGAN CHASE BANK, N.A. LOAN HISTORY Y-T-D INV X62 CAT 058 [redacted] T13 12/31/15
LOAN-NO (CONT'D) PAGE 22288

ARM PLAN 0009
LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS ESP 0 POFO
806 LUDLOW AVE ROCHESTER MI 483071309

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	RESV ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
279,629.24	.00	.00	.00	.00	.00	.00	.00	4816.16	.00	12-01-10	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	ESC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
1672.14	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	1672.14	.0325000	1 9

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL RSQ	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM CRG
351,200	0	279,629.24			[redacted]	0.00	0.00	0	

ASSUM-DT	XFER-DEED	VHA-SEC/MOM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	HLOC	BNKRPCY CH/DT
					N/10-04-99	ALS5BK1099	6					

PMT PERIOD	1098-DET-MIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					07-99	

IOE CREDIT	YTD/W-H	SW/W-H	BALANCE	IORE CREDIT	YTD/W-H	SW/W-H	BALANCE	CONSTR CD	NO PURGE	FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00		.00		.00		.00			U	20		00-00

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WEST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,582.24	.00	10-02-12		

DUE DATE	PROC DATE	TP	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	RSCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD							279629.24			.00	.00		.00	.00	.00	WB
12-10	01-16	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
															.00	WB
12-10	02-17	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
															.00	WB
12-10	03-16	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
															.00	WB
12-10	04-16	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
															.00	WB
12-10	05-16	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
															.00	WB
12-10	06-16	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.12-	11
															.00	WB
12-10	07-16	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.78-	11
															.00	WB
12-10	08-17	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.78-	11
															.00	WB
12-10	09-16	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.78-	11
															.00	WB
12-10	10-16	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.78-	11
															.00	WB
12-10	11-16	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.78-	11
															.00	WB
12-10	12-16	1	52	1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.78-	11
															.00	WB

PK000657
2011

I1561-721 JPMORGAN CHASE BANK, N.A. LOAN HISTORY Y-T-D INV X62 CAT 058 [redacted]T13 12/31/15
LOAN-NO (CONT'D) 8499492083 PAGE 22289

REQ-BY TOTALS	.00	.00	.00		977.40-
Y/N	.00	.00			

OTHER AMOUNT CODES:

A =FHA-PENALTY	B =	C =235-FEE	D =	E =CHG-OWNER-FEE-PD	F =MISC
G =SER-INT-PD TO POOL	H =	I =A-H-PD	J =LIFE-PD	K =INT-DUE-PD	L =
M =ADVANCE-EFF-DATE	N =ADVANCE-MEMO-AMT	O =	P =ACCRUED-IOE/IORE	Q =SCHED-PMT-DUE-AMT	R =UE-INT-AMT
S =CR-LIFE-AMT	T =ORIG-FEE-AMT	U =REAPPLICATION-FEE	V =ESCROW-ADVANCE	W =SUSPENSE	X =REPLACEMENT-RESERVE
Y =HUD-FUND	Z =RESTRICTED-ESCROW	AA=SER-FEE-PD	AB=DEF/CAP-INT-PD	AC=LP-DEF/CAP-INT-PD	AD=CHECK-NO
AE=DEF/CAP-INT-LTD-PD	AF=LP-DEF/CAP-INT-LTD	AG=SUB-CODE	AH=	AI=	AJ=DEF-INT-ADJ-FLAG
AK=ADV-AMT-RECD	AL=TRAN-SOURCE	AM=IOC-SPEC-INT-PD	AN=MON-REC-CORP-ADV	AO=	AP=DATE-STAMP
AQ=TIME-STAMP	AR=MTGR-REC-CORP-ADV	AS=PREV-POSTED	AT=3RD-REC=CORP-ADV	AU=	AV=
AW=	AX=	AY=ADJ YE 1098 IND	AZ=		
P1=1ST PRIN BAL	P2=2ND PRIN BAL	WB=SUSP BAL			
FEE CODES:	1=LATE-CHARGE	2=BAD-CK-FEE	3=CHG-OWNER	$=RLOC-FEE	

PK000658

X1561-721 JPMORGAN CHASE BANK, N.A. LOAN HISTORY Y-T-D INV X62 CAT 058 [redacted] TI3 12/31/16

PAGE 21823

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS ARM PLAN 0009

806 LUDLOW AVE ROCHESTER EMP 0 POPO

MI 483071309

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE DUE DATE	HUD PRT OF M
279,629.24	.00	.00	.00	.00	.00	.00	.00	5143.28	.00 12-01-16	.00 00 0

P & I 1ST	P&I 2ND	CO TAX CITY TAX	HAZ INS	M I P	LIEN	ESC	A & H	LIFE	MISC	MEP RES	TOT PAYMT INT RATE DT BK
1672.14	.00	.00 .00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	1672.14 .0325000 1 9

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
351,200	0	279,629.24			[redacted]	0.00	0.00	0	

ASSUM-DT XFER-DESD FHA-SEC/MUR LIF PAYOFF FC-TRK-SW YR-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-METH ELOC BNKRPCY CH/DT

N/10-04-99 ALSHNK1099 6

PMT PERIOD 1098-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DT-NOT-RPT-YR REAS CAUS RI-HDR-SW 1ST-DUE-DT REO STAT/COMPL DT

12 .00 07-99

IORE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	COMSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00		U 20		00-00

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,582.24	.00	10-02-12		R 08-16-16

DUE DATE	PROC DATE	TP	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CPD DCT
BAL-FND						279629.24			.00	.00		.00	.00	.00	WB
12-10	01-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.78-	11
12-10	02-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00	WB
12-10	03-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	81.78-	11
12-10	04-16	1	52 1	.00	.00	279629.24	.00	.00	.00	.00	.00	.00	.00	.00	WB
														81.78-	11
														.00	WB
REQ-BY TOTALS				.00			.00							81.78-	11
Y/E					.00			.00			.00			.00	WB
														327.12-	

OTHER AMOUNT CODES:

A =FHA-PENALTY
B =
C =235-FEE
D =
E =
F =MISC
G =SER-INT-PD TO POOL
H =
I =A-H-PD
J =LIFE-PD
K =INT-DUE-PD
L =
M =ADVANCE-EFF-DATE
N =ADVANCE-MEMO-AMT
O =
P =ACCRUED-IOE/IORE
Q =SCHED-PMT-DUE-AMT
R =UE-INT-AMT
S =CR-LIFE-AMT
T =ORIG-FEE-AMT
U =REAPPLICATION-FEE
V =ESCROW-ADVANCE
W =SUSPENSE
X =REPLACEMENT-RESERVE
Y =HUD-FUND
Z =RESTRICTED-ESCROW
AA=HER-FEE-PD
AB=DEF/CAP-INT-PD
AC=LF-DEF/CAP-INT-PD
AD=CHECK-NO
AE=DEF/CAP-INT-LFD-PD
AF=LF-DEF/CAP-INT-LFD
AG=SUB-CODE
AH=
AI=
AJ=DEF-INT-ADJ-FLAG
AK=ADV-AMT-RECD
AL=TRAN-SOURCE
AM=IOC-SPEC-INT-PD
AN=NON-REC-CORP-ADV
AO=
AP=DATE-STAMP
AQ=TIME-STAMP
AR=MTGR-REC-CORP-ADV
AS=PREV-POSTED
AT=3RD-REC-CORP-ADV
AU=
AV=
AW=
AX=
AY=ADJ YR 1098 IND
AZ=
AZ=
P1=1ST PRIN BAL
P2=2ND PRIN BAL
YB=SUSP BAL
$=ELOC-FEE

FEE CODES:

1=LATE-CHARGE
2=BAD-CK-FEE
3=CHG-OWNER

PK000659
2013

I1561-721 JPMORGAN CHASE BANK, N.A. LOAN HISTORY Y-T-D INV X62 CAT 058 [redacted] T13 12/30/17
PAGE 67066

ARM PLAN 0009
EMP 0 POF0

LN# 8499492083 PETER SIAVRAKAS DOLORES M SIAVRAKAS
66 RANDOLPH RD ROCHESTER HLS MI 483091927

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
279,629.24	.00	.00	.00	.00	.00	.00	.00	5143.28	.00	12-01-10	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT	RM
1672.14	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	1672.14	.0325000	1	9

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
351,200	0	279,629.24			[redacted]	0.00	0.00	0	

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY CH/DT
					N/10-04-99	ALSSBK1099	6					

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					07-99	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00		U 20		00-00

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
1,582.24	.00	10-02-12		R 08-16-16

REQ-BY TOTALS	.00	.00	.00	.00
Y/E	.00	.00		

OTHER AMOUNT CODES:

A =FHA-PENALTY	B =	C =235-FEE	D =	E =CHG-OWNER-FEE-PD	F =MISC
G =SER-INT-PD TO POOL	H =	I =A-H-PD	J =LIFE-PD	K =INT-DUE-PD	L =
M =ADVANCE-EFF-DATE	N =ADVANCE-MEMO-AMT	O =	P =ACCRUED-IOE/IORE	Q =SCHED-PMT-DUE-AMT	R =UE-INT-AMT
S =CR-LIFE-AMT	T =ORIG-FEE-AMT	U =REAPPLICATION-FEE	V =ESCROW-ADVANCE	W =SUSPENSE	X =REPLACEMENT-RESERVE
Y =HUD-FUND	Z =RESTRICTED-ESCROW	AA=SER-FEE-PD	AB=DEF/CAP-INT-PD	AC=LF-DEF/CAP-INT-PD	AD=CHECK-NO
AE=DEF/CAP-INT-LTD-PD	AF=LF-DEF/CAP-INT-LTD	AG=SUB-CODE	AH=	AI=	AJ=DEF-INT-ADJ-FLAG
AK=ADV-AMT-RECD	AL=TRAN-SOURCE	AM=IOC-SPEC-INT-PD	AN=NON-REC-CORP-ADV	AO=	AP=DATE-STAMP
AQ=TIME-STAMP	AR=MTGR-REC-CORP-ADV	AS=PREV-POSTED	AT=3RD-REC=CORP-ADV	AU=	AV=
AW=	AX=	AY=ADJ YE 1098 IND	AZ=		
P1=1ST PRIN BAL	P2=2ND PRIN BAL	WB=SUSP BAL			

FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER $=ELOC-FEE

PK000660

PK000661
(3015)

This is **Exhibit "U"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16 day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

Blakes

Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trade-mark Agents
199 Bay Street
Suite 4000, Commerce Court West
Toronto ON M5L 1A9 Canada
Tel: 416-863-2400 Fax: 416-863-2653

January 29, 2016

VIA COURIER

Daniel Kofman
Partner
Dir: 416-863-2789
daniel.kofman@blakes.com

Reference: 45805/159

Peter Siavrakas and Dolores M. Siavrakas
806 Ludlow Avenue
Rochester, Michigan 48307
United States of America

with a copy to:

VIA REGULAR MAIL

Peter Siavrakas and Dolores M. Siavrakas
582 Gold Coast Drive
Amherstberg, Ontario N9V 4A6
Canada

Re: Charge/Mortgage of Land registered in the Essex Land Registry Office at Windsor, Ontario (No. 12) (the "**Land Registry Office**") on May 11, 1999 as Instrument No. R1460924 (the "**Mortgage**") granted by Peter Siavrakas and Dolores M. Siavrakas in favour of First Chicago NBD Mortgage Company (now JPMorgan Chase Bank, National Association) on the security of the lands and premises municipally known as 582 Gold Coast Drive, Amherstberg, Ontario (the "**Property**")

Dear Mr. and Mrs. Siavrakas:

We are the solicitors for JPMorgan Chase Bank, National Association ("**JPMCB**").

We understand from our client that you previously contacted them regarding your attempts to sell the Property and requested documentation confirming that JPMCB is the owner/beneficiary of the Mortgage.

Enclosed for your records is a copy of the Application To Change Name-Instrument registered in the Essex Land Registry Office at Windsor, Ontario (No. 12) on January 19, 2016 as Instrument No. CE697415 to record that the name of the mortgagee under the Mortgage has changed from First Chicago NBD Mortgage Company to JPMorgan Chase Bank, National Association as a result of:

(1) the merger of First Chicago NBD Mortgage Company into and under the charter and title of Bank One, National Association effective as of September 1, 2001; and

Blakes

(2) the subsequent merger of Bank One, National Association into and under the charter and title of JPMorgan Chase Bank, National Association, effective as of November 13, 2004.

Also enclosed for your records is an updated parcel register evidencing the registration of Application To Change Name-Instrument CE697415.

Yours very truly,

Daniel Kolman
Partner

DKO/rxs

Enclosures

c: Lorianne Williams

22863620.2

Properties

PIN	01569 – 0107 LT
Description	PT BOIS BLANC ISLAND MALDEN PT 5 12R16129; AMHERSTBURG
Address	582 GOLD COAST DRIVE AMHERSTBURG

Source Instruments

Registration No.	Date	Type of Instrument
R1460924	1999 05 11	Charge/Mortgage

Party From(s)

Name	FIRST CHICAGO NBD MORTGAGE COMPANY
Address for Service	c/o JPMorgan Chase Bank, N.A. 4 Chase Metrotech Center Floor 22 Brooklyn, New York 11245–0001

Applicant(s)

	Capacity	Share
Name	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	
Address for Service	JPMorgan Chase Bank, N.A. 4 Chase Metrotech Center Floor 22 Brooklyn, New York 11245–0001	

I, Venus M. Thurman, Assistant Secretary, have the authority to bind the corporation

This document is not authorized under Power of Attorney by this party.

Statements

The name has changed as a result of the merger of First Chicago NBD Mortgage Company into and under the charter and title of Bank One, National Association effective as of September 1, 2001, as evidenced by the official certification of the Office of the Comptroller of the Currency dated September 4, 2001 attached hereto as Exhibit 1, and the subsequent merger of Bank One, National Association into and under the charter and title of JPMorgan Chase Bank, National Association, effective as of November 13, 2004, as evidenced by the official certification of the Office of the Comptroller of the Currency dated November 4, 2004 attached hereto as Exhibit 2, and this statement is made for no improper purpose.

Schedule: See Schedules

Signed By

Randy John Sevela — 199 Bay Street, Suite 4000, Toronto, M5L 1A9 — acting for Applicant(s) — Signed 2016 01 19

Tel 416–863–2400
Fax 416–863–2653

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

BLAKE CASSELS & GRAYDON LLP — 199 Bay Street, Suite 4000, Toronto, M5L 1A9 — 2016 01 19

Tel 416–863–2400
Fax 416–863–2653

Fees/Taxes/Payment

Statutory Registration Fee	$62.85
Total Paid	$62.85

PK000665
(2019)

File Number

Party From Client File Number: 45805/159 (DKO/RXS) 2015: DEC 17

EXHIBIT 1

Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing, MS 3-8
250 E Street, S.W.
Washington, DC 20219

September 4, 2001

Mr. Bruce Rigelman
Counsel
Law Department
Bank One Corporation
100 East Broad Street, 18th Floor
Columbus, Ohio 43215

Dear Mr. Rigelman:

This letter is the official certification of the Comptroller of the Currency (OCC), under 12 U.S.C. § 215a-3, of the merger of First Chicago NBD Mortgage Company, Troy, Michigan, and Banc One Mortgage Corporation, Indianapolis, Indiana, into and under the charter and title of Bank One, National Association, Columbus, Ohio, Charter Nr. 7621, effective September 1, 2001.

The OCC also authorizes the resulting bank, should the consolidation occur between Call Report dates, to recalculate its legal lending limit. The new lending limit should be calculated by using data from the last Call Report of the individual banks filed prior to consummating the consolidation, as adjusted for the combination. The resulting bank will then file a new Call Report and begin calculating its legal lending limit according to 12 C.F.R. 32.4(a) at the end of the quarter following consummation of the consolidation.

In the event of questions, please contact Senior Licensing Analyst Abel Reyna at (202) 874-5060 or by e-mail at: largebanks@occ.treas.gov.

Sincerely,

Richard T. Erb
Licensing Manager

Control Nr. 2001-ML-02-0023

EXHIBIT 2

Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing, MS 7-13
250 E Street, S.W.
Washington, DC 20219

November 4, 2004

OCC Control Nr. 2004-ML-02-0006

Mr. Joseph R. Bielawa
Assistant General Counsel
Legal Department
J.P. Morgan Chase & Company
270 Park Avenue, Floor 39
New York, New York 10017

Dear Mr. Bielawa:

This letter is the official certification of the Office of the Comptroller of the Currency for the merger of Bank One, National Association, Chicago, Illinois, Charter Nr. 8, and, Bank One, National Association, Columbus, Ohio, Charter Nr. 7621, into and under the charter and title of JPMorgan Chase Bank, National Association, New York, New York, Charter Nr. 24542, effective November 13, 2004

The resulting bank, JPMorgan Chase Bank, National Association, New York, New York, Charter Nr. 24542, has elected to retain the main office site of Bank One, National Association, Columbus, Ohio, Charter Nr. 7621, as the main office of the resulting bank. Accordingly, this letter also serves as the official authorization for JPMorgan Chase Bank, National Association, Columbus, Ohio, Charter Nr. 24542, to operate the other head offices of the above listed merging banks as branches of the resulting bank at the following sites:

Popular Name	:	Chicago Main Branch
Certificate Nr.	:	128936A
Address	:	1 Bank One Plaza Chicago, Illinois 60670
Popular Name	:	New York Main Branch
Certificate Nr.	:	128937A
Address	:	270 Park Avenue New York, New York 10017

Branch authorizations previously granted to the merging banks automatically convey to the resulting bank and will not be reissued. Please furnish a copy of this certificate to personnel responsible for branch administration.

The OCC also authorizes the resulting bank, should the merger occur between Call Report dates, to recalculate its legal lending limit. The new lending limit should be calculated by using data from the last Call Report of the individual banks filed prior to consummating the merger, as adjusted for the combination. The resulting bank will then file a new Call Report and begin calculating its legal lending limit according to 12 C.F.R. 32.4(a) at the end of the quarter following consummation of the merger.

Sincerely,

Richard T. Erb
Licensing Manager

Ontario ServiceOntario

LAND REGISTRY OFFICE #12

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

01569-0107 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PREPARED FOR RJSavela
ON 2016/01/27 AT 07:18:25

PROPERTY DESCRIPTION: PT BOIS BLANC ISLAND MALDEN PT 5 12R16139; AMHERSTBURG

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN R1432122.

ESTATE/QUALIFIER: FEE SIMPLE LT CONVERSION QUALIFIED

RECENTLY: RE-ENTRY FROM 01569-0229

OWNERS' NAMES: SIAVRAKAS, DOLORES M; SIAVRAKAS, PETER

CAPACITY SHARE: JTEN; JTEN

PIN CREATION DATE: 2001/09/24

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN,						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2001/09/24 **						
12R11258	1994/06/14	PLAN REFERENCE				
12R14574	1996/04/26	PLAN REFERENCE				
12R15210	1997/02/18	PLAN REFERENCE				C
12R15216	1997/02/19	PLAN REFERENCE				C
R1382963	1997/04/29	AGREEMENT		1078385 ONTARIO LIMITED		C
REMARKS: 1333286, 1343017 DECLARATION UNDER SECTION 24 OF THE REGISTRY ACT #1411874						
R1398189	1997/08/03	AGREEMENT		THE TOWNSHIP OF MALDEN	THE CORPORATION OF THE TOWNSHIP OF MALDEN	C
REMARKS: #1333286, 1343017, 1382963						C
CORRECTIONS: 'PARTY' CHANGED FROM 'THE TOWN OF MALDEN' TO 'THE TOWNSHIP OF MALDEN' ON 2002/06/21 BY STEVEN HALE.					1078385 ONTARIO LIMITED MALDEN PUBLIC UTILITIES COMMISSION	
R1400328	1997/09/23	DECL SEC 22		DECLARATION UNDER SECTION 24 OF THE REGISTRY ACT		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PK000670 (3024)

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: # 1382963					
12R15771	1997/10/06	PLAN REFERENCE				C
R1405371	1997/11/05	AGREEMENT		1078385 ONTARIO LIMITED	THE CORPORATION OF THE TOWNSHIP OF MALDEN MALDEN PUBLIC UTILITIES COMMISSION	C
	REMARKS: #1333286, 1343017, 1382963, 1398189 *CORRECTIONS: 'PARTY: MALDEN PUBLIC UTILITIES COMMISSION' ADDED ON 2002/06/21 BY STEVEN HALE.*					
R1408478	1997/12/03	AGREEMENT		1078385 ONTARIO LIMITED	THE TOWNSHIP OF MALDEN MALDEN PUBLIC UTILITIES COMMISSION	C
	REMARKS: # 1333286,1343017,1382963,1398189,1405371 *CORRECTIONS: 'PARTY: MALDEN PUBLIC UTILITIES COMMISSION' ADDED ON 2002/06/21 BY STEVEN HALE.*					
R1411874	1998/01/08	DECL SEC 22		1078385 ONTARIO LIMITED	TOWNSHIP OF MALDEN MALDEN PUBLIC UTILITIES COMMISSION	C
	REMARKS: #1382963					
12R16129	1998/03/19	PLAN REFERENCE				C
R1460923Z	1999/05/11	REST COV APL ANNEX				C
R1460923	1999/05/11	TRANSFER	$589,290	ISLAND COVE DEVELOPMENT LTD	SIAVRAKAS, PETER SIAVRAKAS, DOLORES M	C
	REMARKS: PART 5 12R-16129					
R1460924	1999/05/11	CHARGE	$351,900	SIAVRAKAS, PETER SIAVRAKAS, DOLORES M	FIRST CHICAGO NBD MORTGAGE COMPANY	C
	REMARKS: PART 5 12R-16129					
CE697415	2016/01/19	APL CH NAME INST		FIRST CHICAGO NBD MORTGAGE COMPANY	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	C
	REMARKS: R1460924.					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PK000672
(3026)

This is **Exhibit "V"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16 day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

MSP® Explorer: Loan Transfer History (LNTH)

156 - JPMORGAN CHASE BANK, N.A.

Loan Number: 8499492083 **Borrower Name:** SIAVRAKAS PETER

```
LNTH 8499492083                    LOAN TRANSFER HISTORY              12/20/17  14:23:48
TRAN DATE OLD/INV  NEW/INV HT NM  S/R/M/C/F ADDITIONAL TRANSFER INFO
DATE PAID EFF DATE EFF BALANCE    INV LOAN #    OLD S/F      NEW S/F    GF AFT B/B
 INV PUR BAL    FRCD
-------- CLIENT 156 PRE 10-01-11 ----------  CLIENT 150 PRE 09-01-09 ------------
08/06/12  X62/001  X62/058 1  N  MAINT  CATEGORY
__/__/__  12/01/10   279629.24  [redacted]   .00000000   .00000000 +00.000000
          0.00
10/03/11  X62/001  ___/___ 1  N  MAINT  INVESTOR LOAN NUMBER
10/03/11  12/01/10   279629.24  [redacted]   .00000000   .00000000 +00.000000
          0.00
03/05/10  A11/001  A70/001 1  N  MAINT  INVESTOR
__/__/__  04/01/10   286719.83  [redacted]   .00000000   .00000000 +00.000000
          0.00
02/12/10  A11/001  ___/___ 1  N  MAINT  SERVICE FEE
__/__/__  03/01/10   287565.69  [redacted]   .00375000   .00000000 +00.000000
          0.00
11/23/09  062/001  A11/001 1  N  SALE   TO JPMORGAN CHASE BANK NA
11/23/09  01/01/10   289249.51  [redacted]   .00375000   .00375000 +00.000000
          0.00
-------------------------------------------------------------------------------

                    PF8 PAGE FORWARD
```

that is most important

PK000674

(3028)

MSP® Explorer: Loan Transfer History (LNTH)

156 - JPMORGAN CHASE BANK, N.A.

Loan Number: 8499492083 **Borrower Name:** SIAVRAKAS PETER

```
LNTH 8499492083              LOAN TRANSFER HISTORY          12/20/17  14:24:04
TRAN DATE OLD/INV  NEW/INV HT NM  S/R/M/C/F ADDITIONAL TRANSFER INFO
DATE PAID EFF DATE EFF BALANCE    INV LOAN #    OLD S/F      NEW S/F    GF AFT B/B
 INV PUR BAL    FRCD
-------- CLIENT 156 PRE 10-01-11 --------- CLIENT 150 PRE 09-01-09 ------------
10/31/09  842/001  062/001 1  N  MAINT  INVESTOR
__/__/__  12/01/09   290087.49   [redacted]    .00375000    .00375000 +00.000000
          0.00
10/30/09  062/001  842/001 1  N  MAINT  INVESTOR
__/__/__  12/01/09   290087.49   [redacted]    .00375000    .00375000 +00.000000
          0.00
09/02/09  P00/012  062/001 1  N  MAINT  INVESTOR
__/__/__  10/01/09   291755.62   [redacted]    .00375000    .00375000 +00.000000
          0.00
07/04/04  105/001  842/001 1  N  MAINT  INVESTOR
__/__/__  08/01/04   325614.27   [redacted]    .00375000    .00375000 +00.000000
          0.00
```

PF7 PAGE BACKWARD

PK000676

(3030)

This is **Exhibit "W"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16 day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

Chase
Customer Request Management

AUG 09 2016

Date: August 1, 2016.

Peter and Dolores Siavrakas
806 Ludlow Ave.
Rochester, Michigan 48307.

Chase Bank, --- Collections Dept.
PO BOX 9001871
LOUISVILLE, KY 40290-1871
Phone: 1-800-848-9380

Re: Mortgage Loan Issue and your Ref.# 8499492083 for our property on
582 Goldcoast Amherstburg, Ontario Canada.

Dear Chase Employees:

PLEASE NOTE, WE ARE NOT IN DEFAULT TO CHASE BANK

This letter is in response to your letter dated July 8, 2016 attempting to collect a debt for the above property.

On September 2008, JPMorgan Chase Bank N.A. claimed to be the new servicer to our loan and mortgage.

Early in the year 2010 the house in Canada was on the market for sale. On November 2010 under a Qualified Written Request, we wanted to know the identity of the party that is the Owner/ Beneficiary, or Creditor/Holder, to our loan and mortgage, in order to provide a clear title to the new owner at a time of sale.

A. To this date, your bank executives have failed and refused to provide this information to us by claiming that this information is proprietary.

B. We also requested to know and provide evidence that Chase Bank is authorized by the owner/beneficiary to collect the mortgage debt.

C. To this date, your Bank Executives have refused to provide this information.

D. In all of our letters of correspondence over the years, Your bank executives have failed to identify themselves by name and title, by hiding behind your bank corporate veil..

The conclusion is that JPMorgan Chase Ban N.A. and Chase Home Finance have no such legal rights to collect the debt on our property in Canada.

You may draw your own conclusion regarding the bank that you work for.

Thank you for your time.

Peter and Dolores Siavrakas

PETER SÍAVRAKAS et al. -and- JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

Court File No. CV-17-25556

Applicants

Respondent

RECEIVED
MAR 22 2018
MOUSSEAU DELUCA
McPHERSON PRINCE, LLP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Windsor

RESPONDING RECORD

BLAKE, CASSELS & GRAYDON LLP
Barristers & Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto ON M5L 1A9

R.S.M. Woods LSUC #30169I
Tel: 416-863-3876
seumas.woods@blakes.com

John Mather LSUC #63766O
Tel: 416-863-5287
Fax: 416-863-2653
john.mather@blakes.com

Lawyers for the Respondent

23340091.1

PK000680
R034

3270 Explorer: Loan Transfer History (LNTH)

JPMORGAN CHASE BANK, N.A. - 156

Loan Number: 3018113559 **Borrower Name:** KELLEY,JAMES M

LNTH 3018113559 LOAN TRANSFER HISTORY 04/17/14 09:56:32

TRAN DATE / DATE PAID	OLD/INV / EFF DATE	NEW/INV / RPF BALANCE	HT	NM	S/R/M	ADDITIONAL TRANSFER INFORMATION: INV LOAN #	OLD S/F	NEW S/F	GF AMT	B/B
-------- CLIENT 156 PRE 10-01-11						--------- CLIENT 908 PRE 09 01 09				
09/02/09	X01/228	A01/013	1	N	MAINT	INVESTOR				
__/__/__	03/01/08	3045704.34				3018113559	.00000000	.00000000	+00.000000	
12/19/08	A11/006	A01/013	1	N	MAINT	INVESTOR				
12/19/08	03/01/08	3045704.34				3018113559	.00000000	.00000000	+00.000000	
12/17/07	A01/006	A11/006	1	N	MAINT	INVESTOR				
12/17/07	01/01/08	3022794.12				3018113559	.00000000	.00000000	+00.000000	
08/07/07	030/106	A01/006	1	N	MAINT	INVESTOR				
08/07/07	09/01/07	2992265.00				3018113559	.00000000	.00000000	+00.000000	

Printed By: E207946 on 4/18/2014 9:56:45 AM

CONFIDENTIAL Case 10-05261 Doc# 466-1 Filed: 06/19/15 Entered: 06/22/15 16:18:19 Page 40 of 43
BP Investigative Agency
Exhibit 21

PK000681
3035

3270 Explorer

WASHINGTON MUTUAL - 156

Loan Number: [redacted]957 **Borrower Name:** [redacted]

```
SER1 0694342957                CUSTOMER SERVICE  INV A01/013  03/02/09  13:07:35
[redacted]                   102-44-3796 0C  TYPE CONV. RES.    ARM        MAN $
                             000-00-0000      IR  5.56700  DR 00    401-626-6256
[redacted]                  TIVERTON RI 02878-0000                  B 000-000-0000
   MOADD    < MODIFICATION DETAIL ADDED ON MOOD SCREEN.            >: 02/27/09
-----HIST-----------------------* LOAN HISTORY *-------------------------(MORE)
PROC-DT  DUE-DT  TRAN  TRAN-DESCRIPTION                    TRAN-EFFECTIVE-DATE
    TRAN-AMT   PRINCIPAL   INTEREST    ESCROW     AMOUNT/CD/DESCRIPTION
09-02-08  09-08  493  ARM LOAN ADJUSTMENT
    NEW INTEREST RATE:  6.82300        NEW PRIN & INT PAYMENT:        947.69
09-02-08  08-08  172  PAYMENT                                            08-31-08
    1,320.36       354.79-  1,236.37    438.78
                 211,250.25             1,608.46
08-29-08  08-08  493  ARM LOAN ADJUSTMENT
    NEW INTEREST RATE:  7.03500        NEW PRIN & INT PAYMENT:        881.58
08-29-08  07-08  173  PAYMENT
    1,320.36       394.23-  1,275.81    434.78
                 210,895.46             1,169.68
08-18-08  07-08  152  LATE CHARGE ASSESSMENT
        0.00         0.00       0.00       0.00      44.08-1 LATE CHARGE
---* PF2 FOR ADDL MESSAGES *-------------------------------------------------
    RMONST:  TASK OPENED FROM INFOSYS TO RECORDS MGT *INFOSYS USE ONLY*
PROCESSING NOTES ARE PRESENT          OTHER PROCESSING NOTES ARE PRESENT
PROP/MAIL ADDRESS DIFFER, SEE MAS1/ADD2
```

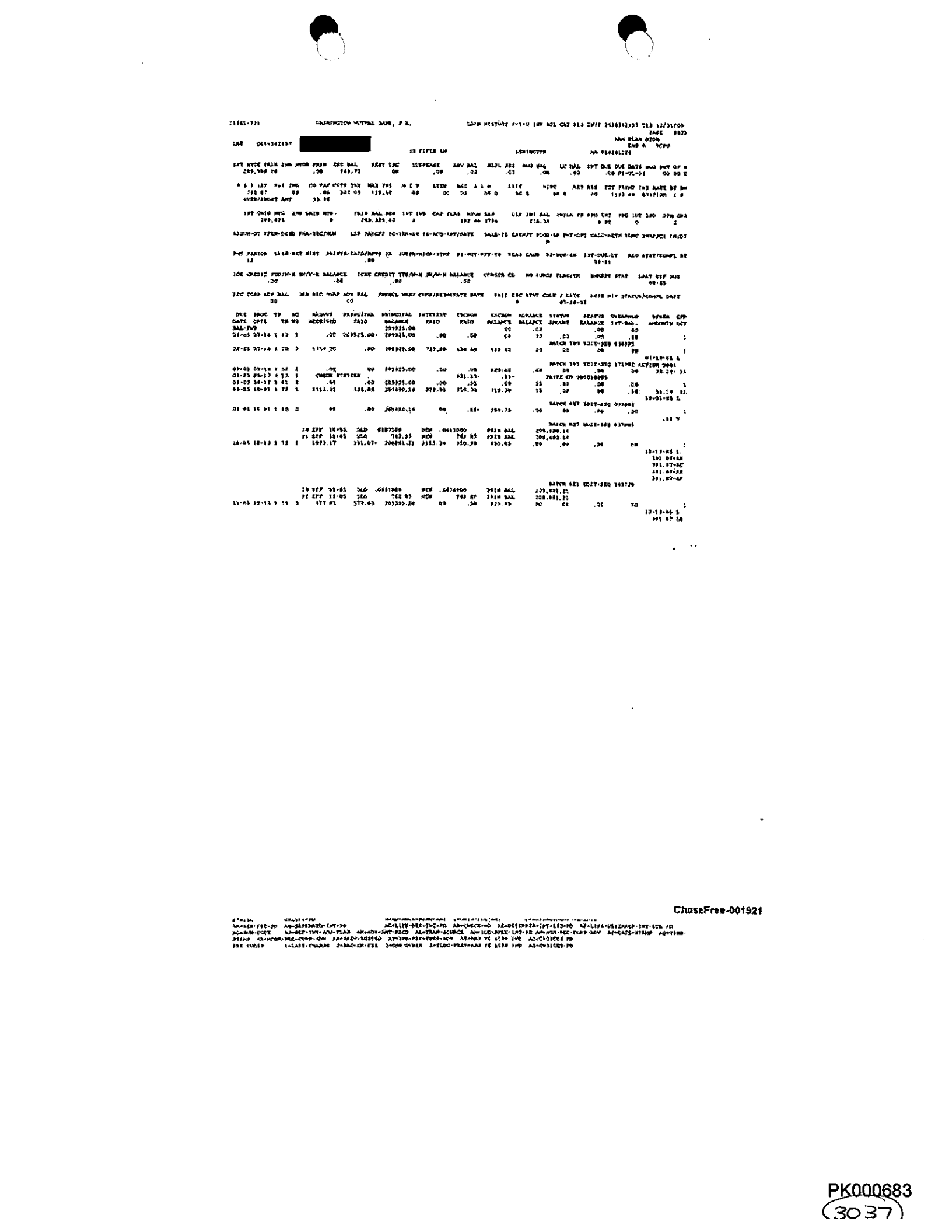
Printed By: U196522 on 03/03/2009 1:07:56 PM

Page 1 of 1

ChaseFree-001940

BP Investigative Agency
Exhibit 22

PK000682
3036



ChaseFree-001921

PK000684 3038

LN# [redacted] [redacted] LEXINGTON MA 024200000
ARM PLAN 0200
EMP 0 FOFO

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
590,052.27	.00	565.88	.00	.00	.00	.00	.00	99.14	.00	01-01-06	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT	BM
1982.85	.00	.00	236.26	121.92	.00	.00	.00	.00 0	.00 0	.00 0	.00	2378.08	.0656600	1	8
OVER/SHORT AMT		37.05													

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GRM ORG
595,000	0	595,000.00	2	102 44	3796	0.00	0.00	0	0

ASSUM-DT	XFER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-IRR-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT
								B					

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT
12		.00					05-05	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				04-35

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WEST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
.00	.00		9 03-18-05	

DUE DATE	PROC DATE	TP	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD							595000.00			.00	.00		.00	.00		
05-05	03-16	1	42	1	.00	595000.00-	595000.00	.00	.00	.00	.00	.00	.00	.00		1
												BATCH F5M EDIT-SEQ 398516				
04-05	03-16	1	70	2	3255.59	.00	595000.00	1852.41	1403.18	1403.18	.00	.00	.00	.00		1
															03-16-05 L	
												BATCH 5>5 EDIT-SEQ 545937 ACTION 0D01				
05-05	05-12	1	73	1	2328.66	1363.06	593636.94	619.79	345.81	1748.99	.00	.00	.00	.00		1
															05-12-05 L	
												BATCH 6H@ EDIT-SEQ 127076				
				IR EFF	06-05	OLD	.0125000	NEW	.0558700	PRIN BAL		593,636.94				
				PI EFF	06-05	OLD	1,982.85	NEW	1,982.85	PRIN BAL		593,636.94				
06-05	05-12	1	75	3	1644.00	1644.00	591992.94	.00	.00	1748.99	.00	.00	.00	.00		1
															05-12-05 L	
												BATCH 6H@ EDIT-SEQ 127076				
05-05	05-21	3	13	1	CHECK #492800				671.68-	1077.31		PAYEE CD 380050203				
06-05	06-16	1	52	1	.00	.00	591992.94	.00	.00	1077.31	.00	.00	.00	.00	99.14-	11
06-05	06-22	1	72	1	2427.80	773.37-	592766.31	2756.22	345.81	1423.12	.00	.00	.00	.00	99.14	11
												MPL-ID RE01				
															06-22-05 L	
															773.37-AB	
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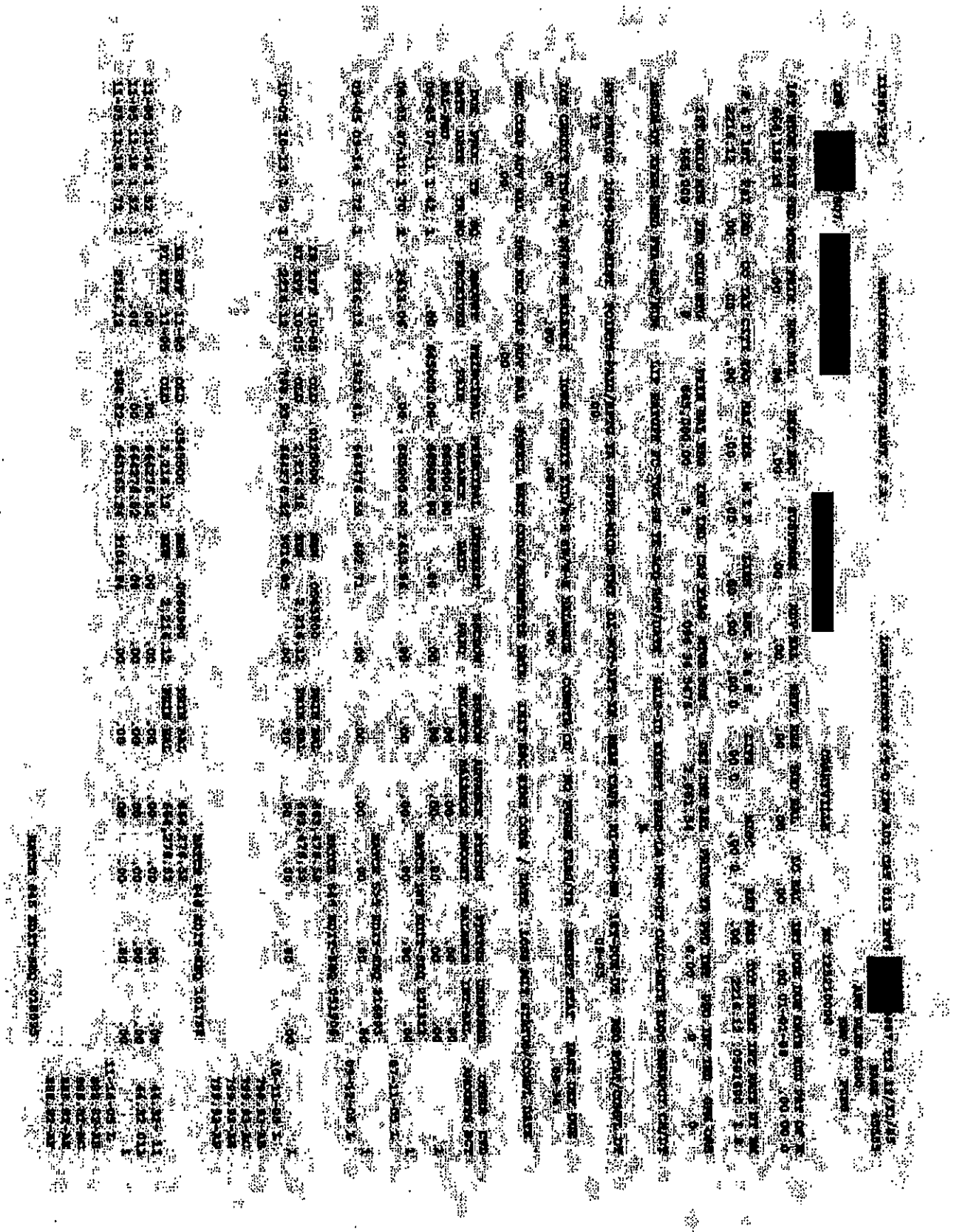

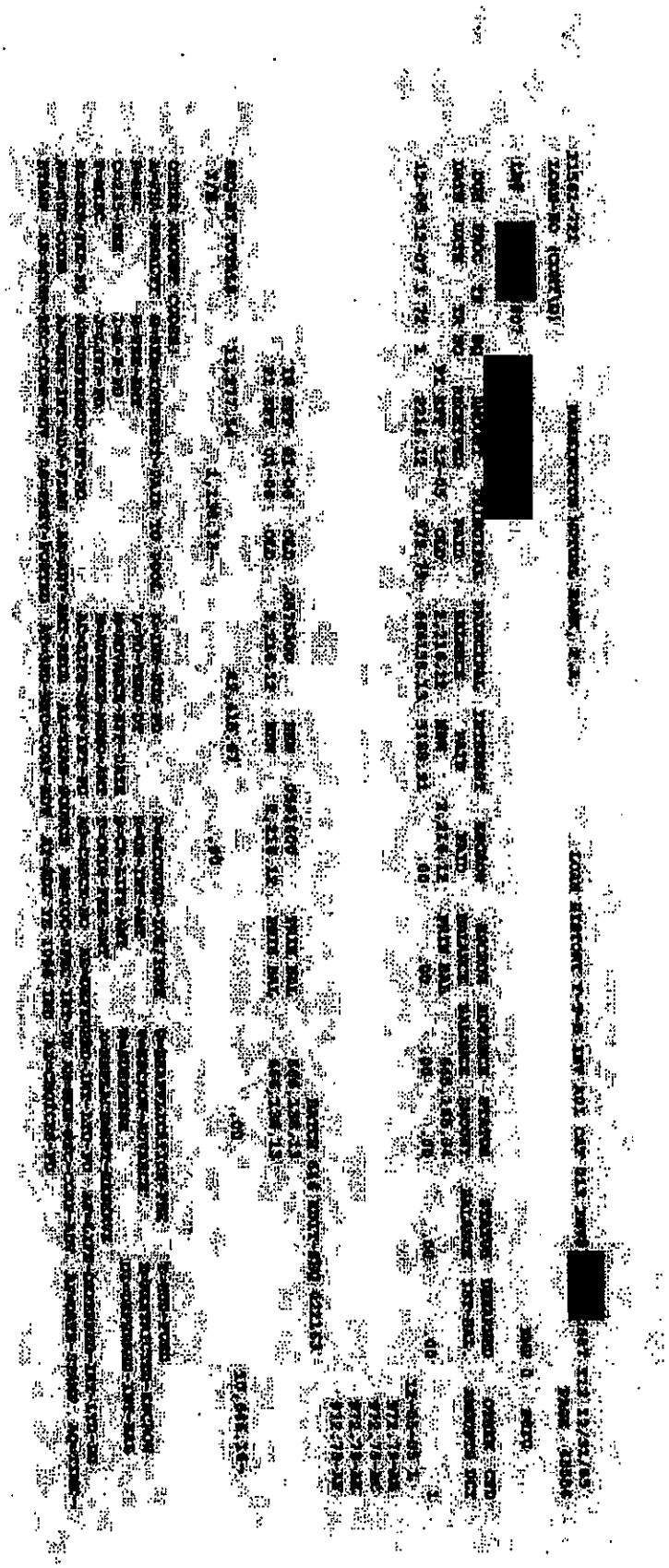

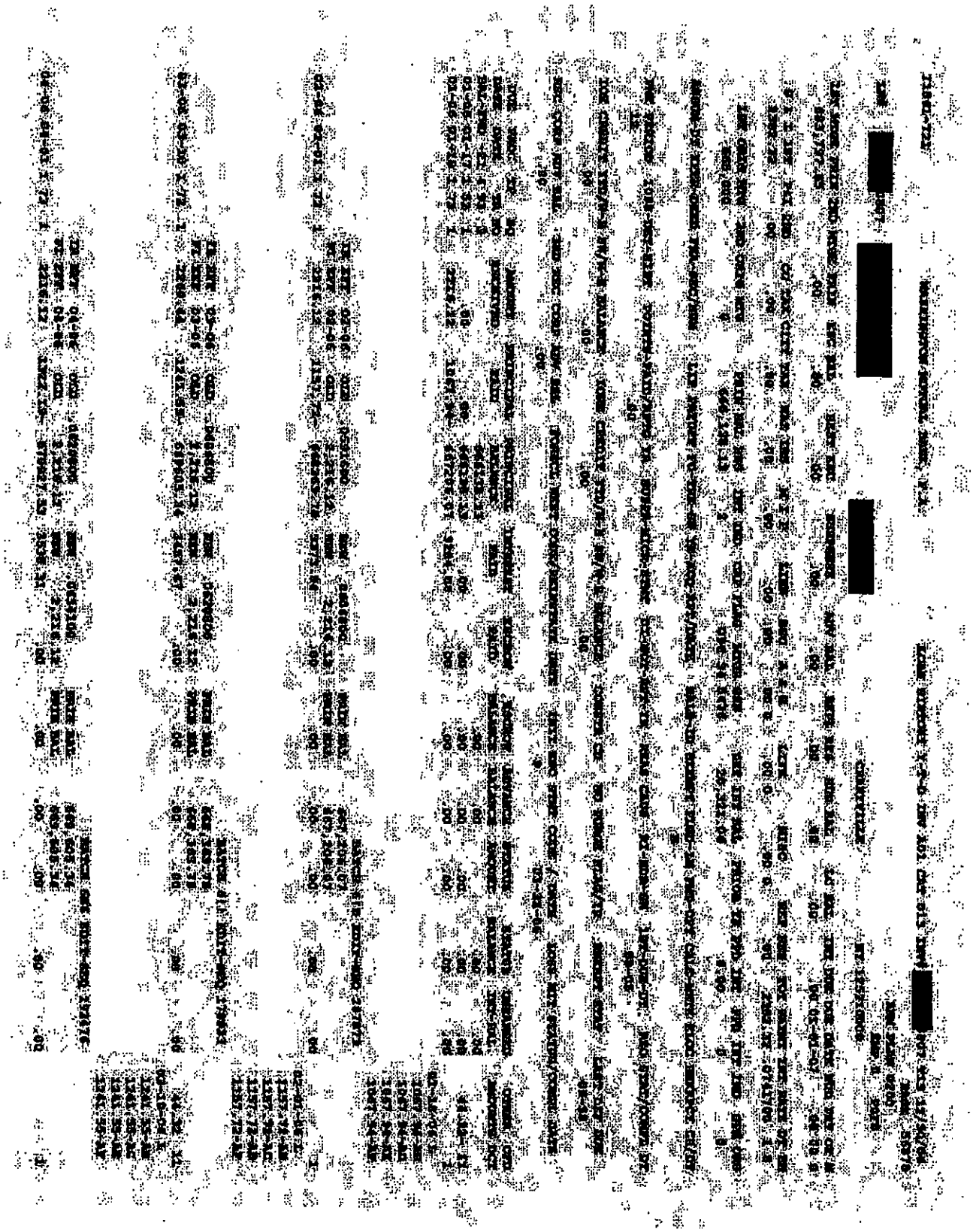

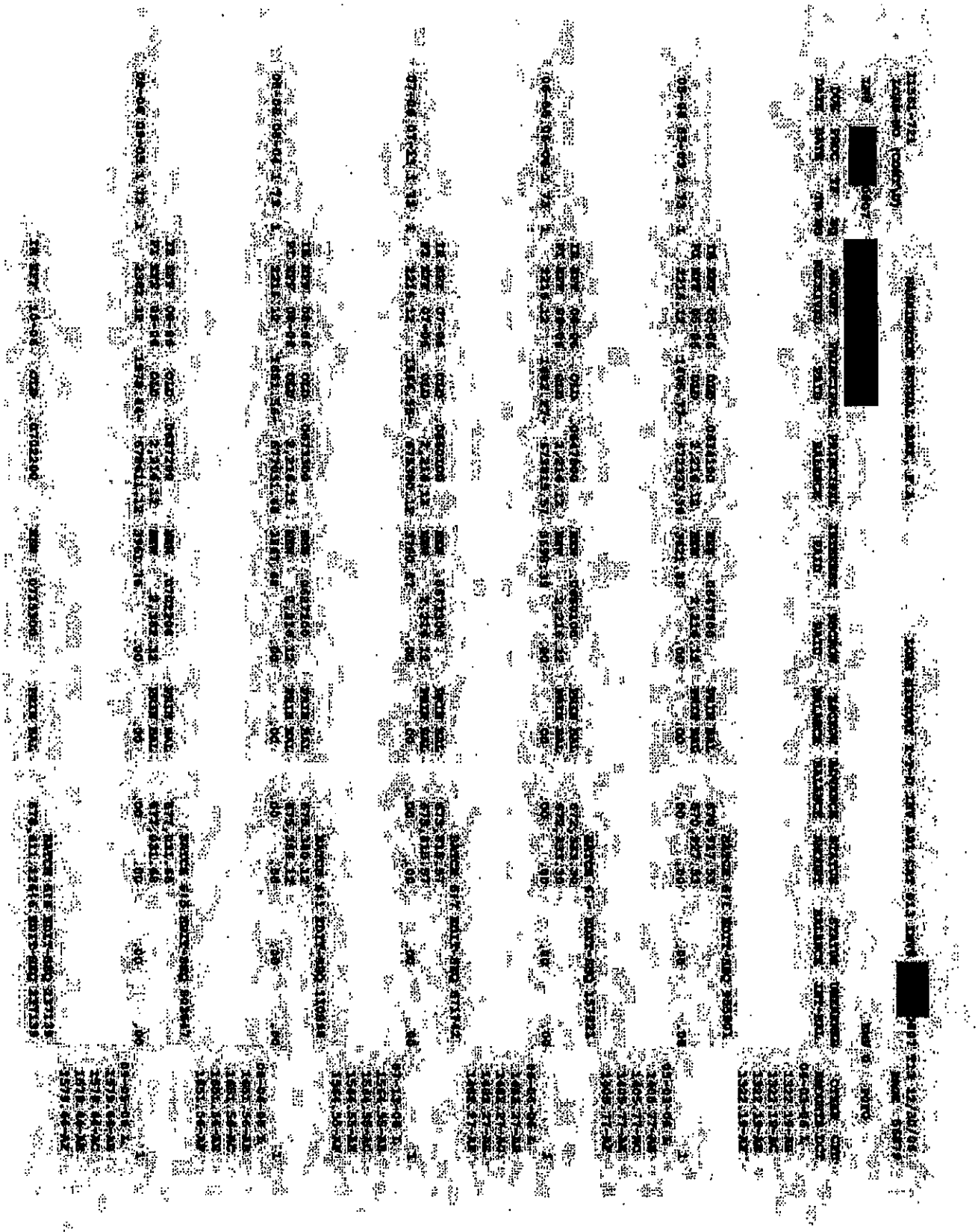

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DUE DATE	PROC DATE	TF TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL	OTHER AMOUNTS	CTD DCT
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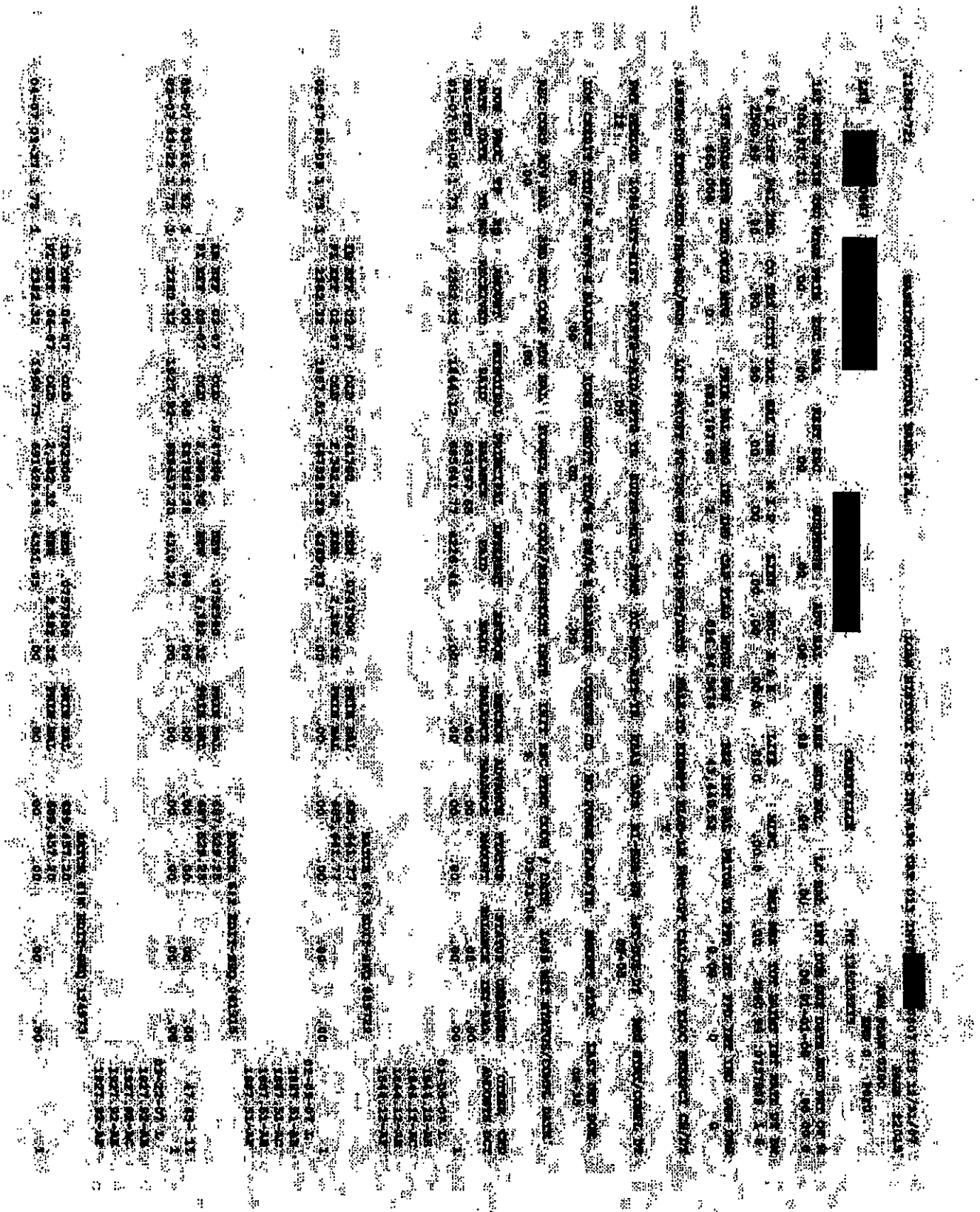

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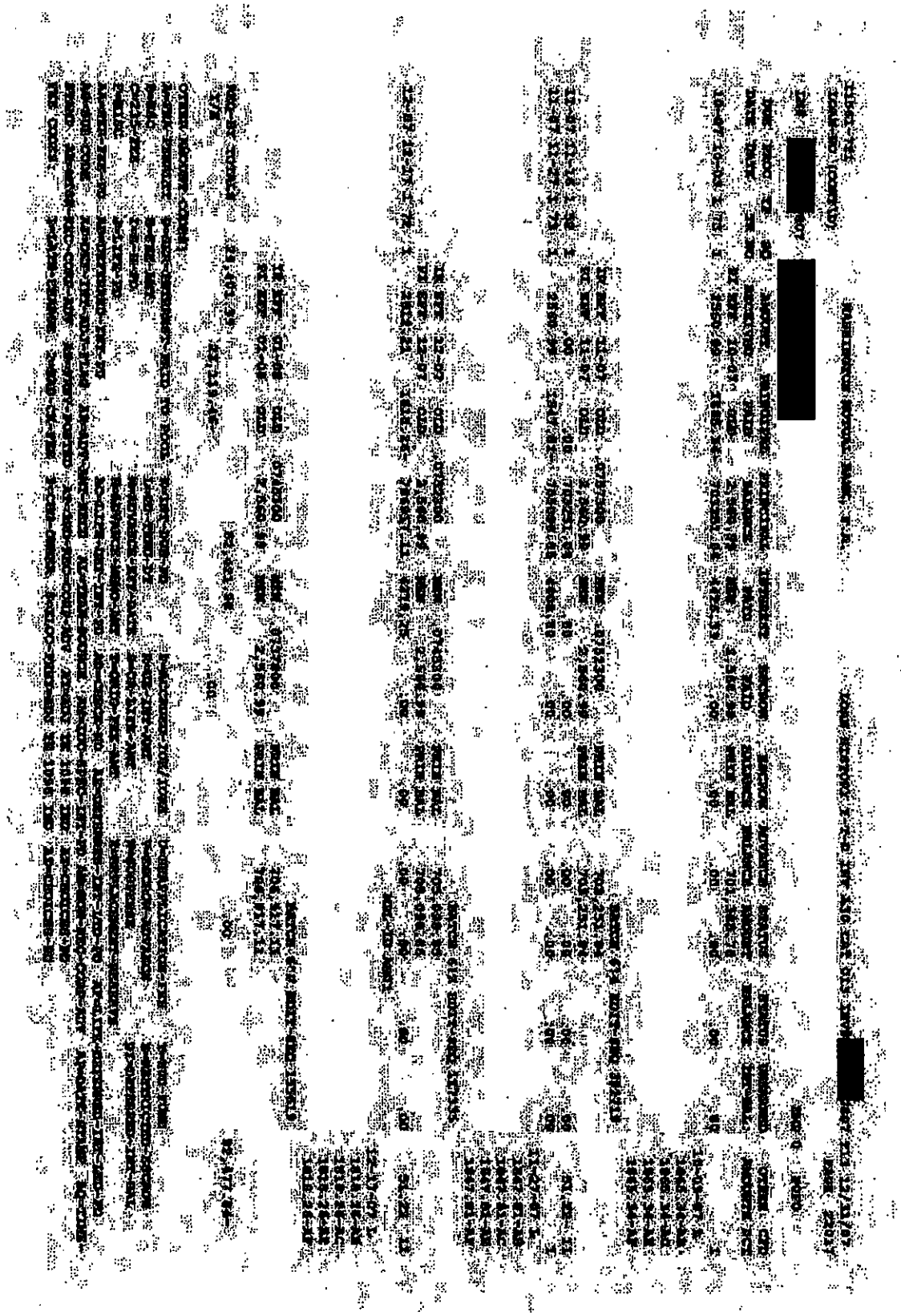

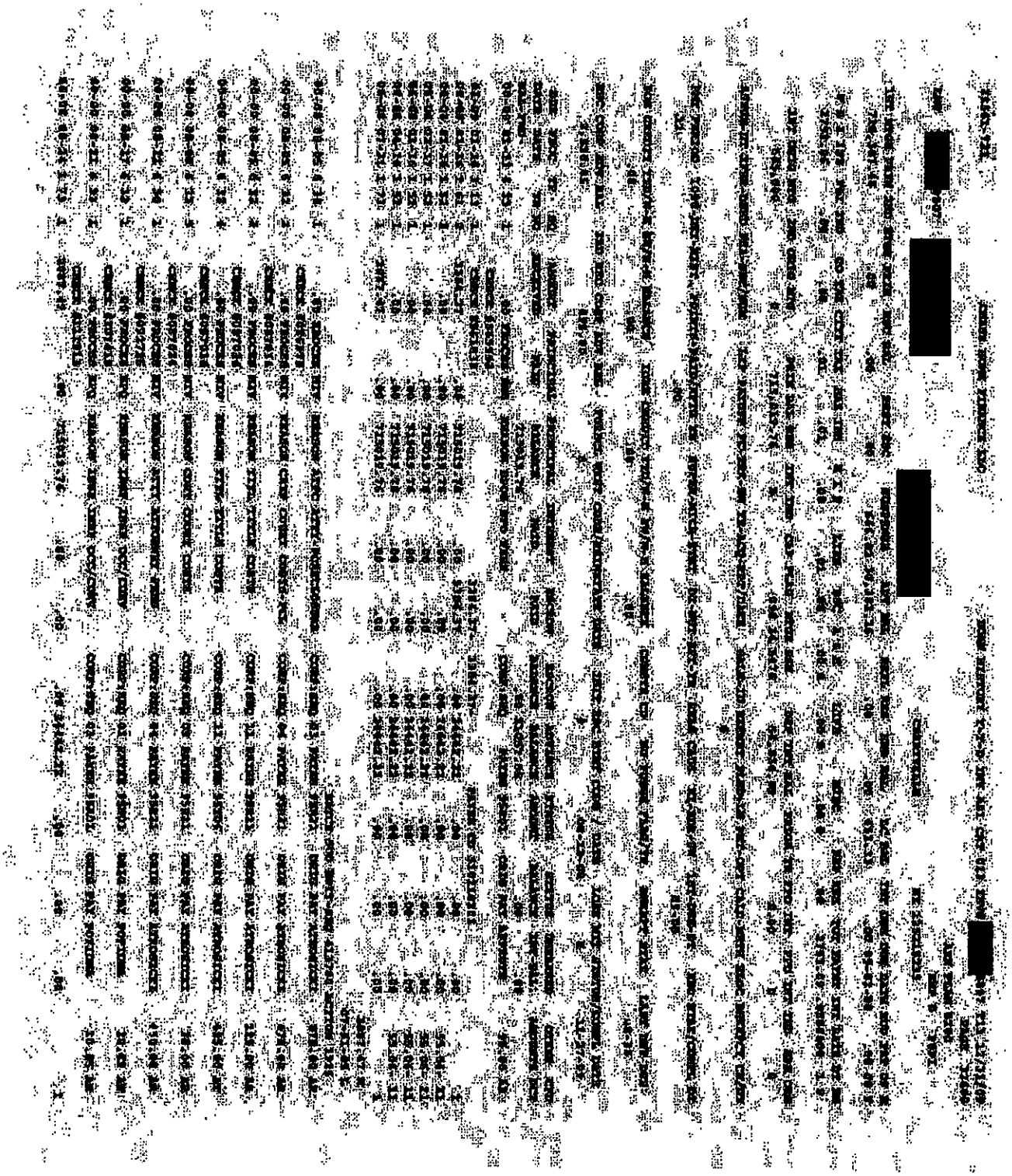

SUPERIOR COURT OF THE STATE OF RHODE ISLAND
COUNTY OF NEWPORT
----------x

WILLIAM FREEMAN III,

Plaintiff,

v.

CIVIL ACTION NO.
NC-2012-0214

JPMORGAN CHASE BANK, N.A.,

Defendant.

----------x

August 18, 2016
9:31 a.m.

Deposition of PETER KATSIKAS, taken by plaintiff, pursuant to notice, at the offices of Morgan Lewis & Bockius, 101 Park Avenue, New York, NY 10178, before Jonah Sears, a Shorthand Reporter and Notary Public of the State of New York.

BP Investigative Agency
Exhibit 23

APPEARANCES:

THE WRIGHT LAW FIRM, LLC
Attorneys for plaintiff
324 Elm Street, Suite 103B
Monroe, CT 06468
BY: STEPHEN P. WRIGHT

MORGAN LEWIS & BOCKIUS
Attorneys for defendant
101 Park Avenue
New York, NY 10178
BY: BRIAN A. HERMAN

STIPULATIONS

IT IS HEREBY STIPULATED AND AGREED, by and between counsel for the respective parties hereto, that all objections, except as to form, are reserved to the time of trial.

IT IS FURTHER STIPULATED AND AGREED that the deposition may be signed and sworn to before any officer authorized to administer an oath.

IT IS FURTHER STIPULATED AND AGREED that the sealing and filing of the deposition be waived.

PETER KATSIKAS,

called as a witness, having been duly sworn, testified as follows:

EXAMINATION

BY MR. WRIGHT:

Q. State your name for the record, please.

A. Peter Katsikas.

Q. State your address for the record, please.

A. 7301 Baymeadows Way, Jacksonville, Florida 32256.

Q. Good morning.

A. Good morning.

Q. My name is Steve Wright. We just met, right?

A. Yeah.

Q. And would you pronounce your last name again for me, please.

A. Katsikas.

Q. Mr. Katsikas, you are here to testify on behalf of Chase pursuant to a designation; do you understand that?

A. Correct.

Q. Okay. Have you seen the Notice of Deposition?

A. Yes.

Q. Okay. And have you looked at the categories for which we've asked the witness to testify?

A. Yes.

Q. And you're competent to testify to that?

A. Yes. There's objections to it, but --

Q. Okay. Subject to the objections?

MR. HERMAN: Subject to the letters that we've sent you objecting to certain categories.

MR. WRIGHT: Right.

Q. And when did you understand that you would be a witness in this case?

A. Well, I was originally scheduled for July, which you guys canceled at the last minute.

Q. Right.

A. Maybe in the last month, two months.

Q. Okay. Did you understand you were a replacement for Mr. McCormick?

MR. HERMAN: Objection. Mischaracterizes the Notice of Deposition. He's not a replacement, he's a corporate representative.

Q. Are you prepared to testify to the matters and the facts set forth in Mr. McCormick's deposition, which was offered by JPMorgan Chase in support of the Motion for Summary Judgment?

MR. HERMAN: Objection. His deposition was not offered, his affidavit was offered.

Q. You can answer the question.

A. Just to the topics on there, but there's -- subject to the objections.

Q. Did you review it?

A. Which?

Q. Mr. McCormick's affidavit.

A. Yes.

Q. Do you know Mr. McCormick?

A. No.

Q. Have you ever met him?

A. No.

Q. Have you ever spoken to him?

A. No.

Q. Do you know for whom he was employed at the time he executed the affidavit?

A. No.

Q. Have you been told by anybody for whom he was employed at the time he executed the affidavit?

A. I'm sorry, I didn't hear you.

Q. Have you been told by anyone who he was employed by at the time he executed the affidavit?

MR. HERMAN: And let me just caution the witness that to the extent you and I had a conversation or you had conversation with in-house counsel, you should not disclose that. So you can take that question to mean, other than with your discussions with counsel, has anybody told you --

MR. WRIGHT: No, that's not what I meant. It calls for a yes or no.

Q. I'm not asking you who you had it with, I'm asking you if you had a conversation with anyone. You can answer that.

MR. HERMAN: I'm going to caution you not to reveal any discussions you've had with counsel.

MR. WRIGHT: I'm just looking for a yes or no. You're coaching the witness.

MR. HERMAN: I'm not coaching the witness. If his yes or no is based on information he received from counsel --

MR. WRIGHT: Can you read back the question, please.

(Question read)

THE WITNESS: I believe that may be protected under attorney-client privilege.

Q. It's a yes or no.

Have you been told, yes or no, for whom Mr. McCormick was employed at the time he signed the affidavit? I'm not asking you who or what was said, just

whether or not you were told.

A. Again, I believe that falls under the attorney-client privilege.

Q. The yes or no?

MR. HERMAN: Can I consult with him outside for a moment?

MR. WRIGHT: Sure.

(Recess)

MR. HERMAN: All right. So without waiving privilege, you can answer the question yes or no whether you know or whether you remember being told for whom he was employed.

THE WITNESS: I don't remember.

EXAMINATION CONTINUED

BY MR. WRIGHT:

Q. You don't remember? Your previous answer was that your answer would invade your attorney-client privilege, and "I don't remember," is the answer that would invade your attorney-client privilege?

MR. HERMAN: Counsel, he's not a lawyer. I made an objection based on

attorney-client privilege. We can move on.

Q. You don't recall if you had a conversation regarding Mr. McCormick's employer at the time he executed the affidavit in support of summary judgment?

A. Again, I don't remember and without -- you know, attorney-client privilege.

Q. Okay. And is that something you -- an answer that you formed when you left the room?

MR. HERMAN: Objection.

A. No, I don't remember.

Q. And what was your concern about waiving your privilege if you don't remember the answer?

MR. HERMAN: It's not his privilege to waive, it's the company's privilege to waive.

Q. What was your concern about waiving the attorney-client privilege?

MR. HERMAN: Don't answer that. Move on, Counsel.

MR. WRIGHT: Excuse me, sir, but I'm conducting this deposition, and I will ask the witness the questions that I'm going to ask him.

MR. HERMAN: I'm not going to allow you to invade attorney-client privilege. I'm not going to force the witness here to testify about his understanding of the attorney-client privilege. I made an objection based on privilege. He was responding to that objection.

MR. WRIGHT: Yeah, but I've got a serious problem with that. He answers, "I'm going to waive my privilege if I answer that," and then the two of you leave the room, and he doesn't remember. That's hokum.

Q. In the course of your employment have you ever taken a course or received any instructions on how to testify as a witness?

A. No.

Q. Never.

Have you testified on behalf of Chase in connection with foreclosure matters in the past?

A. Yes.

Q. Do you know about how many times?

A. Foreclosure trials?

Q. In any capacity.

A. I would be speculating.

Q. Excuse me?

A. I don't remember. I would be speculating if I did.

Q. More than ten?

A. Yes.

Q. More than 20?

A. Yes.

Q. Okay. And when you testify, you testify -- what is your job responsibility?

MR. HERMAN: Objection. Can you rephrase that?

Q. What is your job title in those matters that you've testified?

A. My current position is mortgage banking research officer.

Q. Okay. Now, what does a mortgage

banking research officer do?

A. It's to review Chase's books and records in preparation for testimony, and I also attend mediations.

Q. And did you happen to do that in this case: Review the books and records relating to Mr. Freeman's loans?

A. Yes, the two loans.

Q. And can you tell me what you looked at?

A. Some of the things I looked at, but not limited to, is the original notes, mortgage; there was an assignment; there was some loss mitigation correspondence; payment history; rate -- the Notice of Deposition; and then other information. There was a volume of documents I looked at.

Q. Is that pretty much the standard procedure you conduct when you prepare for a deposition in a Chase foreclosure matter, for lack of a better term?

MR. HERMAN: Objection to form.

A. Can you rephrase it?

Q. Did you do anything differently in preparation for this case than you normally do when you testified on those multiple occasions on behalf of Chase?

A. No.

Q. Did you used to work for Washington Mutual?

A. Washington Mutual Bank F.A., yeah.

Q. Okay. And for how long did you work for them?

A. I was there from April 2002 until the end of business day of September 25, 2008.

Q. Okay. Are you familiar with an entity known by the name of Washington Mutual Bank F.A.?

A. Washington Mutual F.A., yeah.

Q. Is that for whom you worked?

A. Yeah.

Q. And that was until --

A. End of business day September 25, 2008.

Q. And that was the day the FDIC

took over the bank as receiver?

A. Washington Mutual into receivership for the FDIC.

Q. And did all of the Washington Mutual subsidiaries go into receivership?

MR. HERMAN: Objection.

Q. If you know.

MR. HERMAN: It's outside the scope of the 30(b)(6).

A. I don't know.

Q. You don't know.

Have you ever heard of Washington Mutual Securities?

A. Yes.

Q. And what do you know about that?

A. Washington Mutual Mortgage Securities Corporation?

Q. Yes.

A. It was basically a broker deal through the bank when it goes into a trust.

Q. Explain that to me.

MR. HERMAN: I'm just going to object that this is outside the scope of the 30(b)(6). You can answer

another question on it, but I'm not going to go too far into this.

A. Just it was a broker deal. You know, if the loan was originated and it goes through Washington Mutual Mortgage Securities Corporation, and then it goes into, say, sale to a trust, if the loan is going to be sold to a trust.

Q. Okay. And let me backtrack a little here.

Your educational background, what was the highest educational degree you obtained?

A. I had a high school diploma, and then I attended community college.

Q. And where did you do that?

A. Where?

Q. Yeah.

A. Tarpon Springs, Florida and Gainesville, Florida.

Q. And the names of the schools are?

A. St. Petersburg Junior College in Tarpon Springs, and then it was Santa Fe Community College in Gainesville.

Q. Did you receive an associate degree?

A. No, I was short a few classes.

Q. Okay. Did you continue any formal education after that?

A. No.

Q. And did you begin working after you left college?

A. Yes.

Q. Okay. And what was your first job after you left college?

A. At that point I started in the -- I was like a mortgage broker.

Q. For whom?

A. All Pro Lending, Inc.

Q. And that was located where?

A. Palm Harbor, Florida.

Q. And then you left that job about when?

A. It's been a while. Let me think. Maybe '98.

Q. Okay. Would it be easier to go the other way?

A. What's that?

Q. Would it be easier to go backwards?

A. No, that's fine.

Q. Okay. So after you left that around 1998, when you left that job, where did you go next?

A. There's a little bit of a gap in employment, then I went over to Ameriquest Mortgage Company.

Q. And your position with them?

A. I was an account executive.

Q. And what's an account executive?

A. Basically, it was the retail side, originating mortgages for Ameriquest Mortgage Company.

Q. And that was located where?

A. Jacksonville, Florida.

Q. And when did you leave your employment with Ameriquest?

A. Around 2000.

Q. Okay. And for what reason did you leave?

A. I had a better opportunity.

Q. And where was that better

opportunity?

A. It was called Equicredit, which was a subsidiary of Bank of America.

Q. And what did Equicredit do as a subsidiary of Bank of America?

A. They were basically B&C paper of Bank of America at the time.

Q. Excuse me, I didn't catch that term.

A. B&C paper.

Q. And that is what?

A. Basically subprime loans.

Q. And were those loans warehoused by Ameriquest?

MR. HERMAN: Objection. This is going well beyond his basic background. What difference does it make if Ameriquest was warehousing loans?

MR. WRIGHT: I don't know until he answers it. Is it bothering you that he answers that simple question?

MR. HERMAN: It just seems pretty far afield. We're not getting into Ameriquest's business.

MR. WRIGHT: Have him answer that and then we'll move on.

A. You're asking about Ameriquest or Equicredit?

Q. Equicredit, I'm sorry.

A. What did they do with their loans?

Q. Yeah. Did they warehouse them, did they send them to Bank of America, did they --

A. I don't remember. It's been a long time.

Q. That wasn't part of your job function?

A. At that -- no. At that time, no.

Q. And when you left Ameriquest, where did you go?

A. To Equicredit.

Q. I'm sorry.

And then how long did you stay at Equicredit?

A. I got my layoff notice on September 11, 2001, and then there was a gap in employment for a few months, and

then I went over to Oakmont Mortgage Company.

Q. Where's that located?

A. The office that I reported to was out of Norcross, Georgia, but I worked out of the house in Jacksonville.

Q. Okay. And what did you do for them?

A. I was a wholesale account executive.

Q. And what is a wholesale account executive?

A. Basically, I solicit business through brokers for loans, residential mortgages.

Q. So the company you worked for would finance the loans or fund the loans; is that correct?

A. They would fund the loans, correct.

Q. And they would have a group of brokers that they would work with to fund the loans?

A. My job responsibilities was to

solicit brokers for business.

Q. All right. And then how long did you stay with that company?

A. Probably three months.

Q. And why did you leave?

A. A better opportunity.

Q. With whom?

A. Washington Mutual Bank F.A.

Q. And then in September of 2008 you left Washington Mutual Bank F.A.?

A. Well, it went into receivership through the FDIC.

Q. Okay. But your employment was discontinued at that point, with Washington Mutual F.A. that is?

A. At the end of business day of September 25, 2008, yeah.

Q. And when did you become an employee of JPMorgan Chase?

A. Well, the next day, my employment on September 26, 2008 was Chase Home Finance, LLC, which Chase Home Finance, LLC merged into JPMorgan Chase Bank, N.A. effective May 1, 2011. So when I -- the

next day I came in at eight o'clock on September 26, 2008, my employer was Chase Home Finance, LLC.

Q. Okay. How did you know that?

A. Because I walked in with my same badge I had the day before and put my same username and password in, and a big blue screen says, "Welcome to Chase."

Q. Okay. And what was your position with Chase?

MR. HERMAN: When?

Q. When the big blue screen lit up.

A. The same as it was the day before.

Q. And that was?

A. It was a dual role. It was assistant sales manager and senior loan consultant.

Q. Okay. So let's talk about the first position.

What were your job responsibilities?

A. As assistant sales manager?

Q. Yeah.

A. I worked in a call center in Jacksonville, Florida, and basically with assistant sales manager I would fill in for the sales manager if he wasn't available. I would take escalated calls if someone wanted to speak to a manager per se. I would, you know, provide coaching to the employees, you know, if they needed assistance on stuff like that.

Q. And the other position, what was your responsibility?

A. So the other position, which was senior loan consultant, and that involved originating first and second mortgages, and I was consumer direct for both purchases and refinances through Washington Mutual Bank F.A.

Q. Okay. What does that mean, "consumer direct"?

A. Well, there was three different -- basically, I was working on a few different things. Consumer direct worked directly with the consumers. I worked in the call center, originating loans. There

was retail, where they have -- in the branches; they have correspondent lenders; they have wholesale, which deal with the brokers. I worked on the consumer direct side.

(Affidavit marked Exhibit 1 for identification)

Q. Can you take a look at Exhibit 1, and after you've looked at it, tell me if you've seen that before.

A. Yes.

Q. And do you recall when you first saw it?

A. In the last couple of months.

Q. And do you recall when you last saw it?

A. Yesterday.

Q. Do you see Mr. McCormick's signature on that affidavit on the last page?

A. There's a signature above his name.

Q. And do you see where it's notarized?

A. Yes.

Q. Or where there purports to be a notary there?

MR. HERMAN: Objection.

A. There's a notary there.

Q. Okay. Well, let's take a look at it.

All right. Do you know what an authorized signer is for JPMorgan Chase?

MR. HERMAN: Are you referring to any particular part of the affidavit?

MR. WRIGHT: Paragraph 1.

A. What do you mean by -- other than --

Q. It says, "I'm an authorized signer for JPMorgan Chase and authorized to make this affidavit on its behalf."

What's an authorized signer; do you know?

A. Other than what it says, he's authorized to sign on behalf of JPMorgan Chase Bank, N.A.

Q. When you read this, did you see whether or not he had a title other than

authorized signer for JPMorgan Chase?

A. His title?

Q. Yeah, job title.

MR. HERMAN: Are you asking did he --

Q. Did you read that anywhere in the affidavit?

A. (Pause)

It just says authorized signer.

Q. Have you seen that term before in connection with any affidavits signed by a representative of JPMorgan Chase?

A. Yes.

Q. Okay. So do you have an understanding of what that term means?

A. Other than he's -- that person is authorized to sign on behalf of JPMorgan Chase Bank, N.A.

Q. Would you know how somebody would get that authority, other than -- well, let's just leave it at that: Would you know?

A. As long as their job duties or functions involve, you know, signing

documents.

Q. Okay. And how would we know that by reading Mr. McCormick's affidavit, whether or not his job duties or functions included signing on behalf of JPMorgan Chase?

MR. HERMAN: I'm going to object to the form. Can you rephrase that?

MR. WRIGHT: If he doesn't understand it, I will.

MR. HERMAN: I'm going to object to the form.

A. Repeat that question.

Q. Do you know what Mr. McCormick's position was, at the time he executed this affidavit with JPMorgan, that made him an authorized signer?

A. Say that again. I'm sorry, I didn't catch your question.

Q. Not everybody who works at Chase can sign an affidavit on behalf of Chase; is that correct?

A. Correct.

Q. Only certain people?

A. Correct.

Q. And you've described for me that it depends on their responsibilities with the company?

A. Correct.

Q. Okay. Do you know what Mr. McCormick's responsibilities are with the company that makes him an authorized signer for Chase?

MR. HERMAN: Can you read back that question.

(Question read)

MR. HERMAN: I'm going to object to the form.

MR. WRIGHT: Okay.

A. What are -- I don't know what his responsibilities are.

Q. You don't?

A. No.

Q. Do you even know if Mr. McCormick ever worked for JPMorgan Chase?

A. I didn't research that.

Q. Okay. Were you told by anyone other than your attorney that he worked for

JPMorgan Chase?

A. I'm just reading off the affidavit that was filed in court.

Q. But were you told by anyone other than your attorney that he worked for JPMorgan Chase at the time he executed this affidavit?

A. No.

Q. Were you told by anyone other than your attorney that he did not work for JPMorgan Chase at the time he signed this affidavit?

A. No.

Q. All right. He states in paragraph 2 that he's making this affidavit based on his "personal review of JPMorgan Chase Bank, N.A.'s business records, as more fully described below, and my knowledge of how those records are kept."

Did you review the records that were attached to his affidavit?

A. I mean, I reviewed documents, but I didn't -- I went through it, and I reviewed the records in preparation for the

deposition today.

Q. The records referenced in Mr. McCormick's affidavit, you reviewed and read in preparation for this deposition?

MR. HERMAN: And when you say "records," you mean the exhibits referenced in the affidavit?

Q. The exhibits referenced in the affidavit.

A. I don't know if the exhibits were actually attached to this when I reviewed it, but whatever was shown, you know, that I have reviewed when I went through the affidavit -- the documents -- I just cross-referenced it for myself.

Q. So you're not in the position to say that you, like Mr. McCormick, have a knowledge on how all the records that were attached to his affidavit were kept?

MR. HERMAN: Objection. He didn't say that.

Q. You are not in a position to testify that you, like Mr. McCormick, have knowledge on how all the records that were

attached to his affidavit were kept?

MR. HERMAN: Why don't we go through each of the records, and you can ask him if has knowledge how it was kept?

MR. WRIGHT: No, I'm not going to do that.

Q. Having testified that you did not review all the records, are you able to tell me which ones you reviewed and which ones you didn't review when we go through this affidavit?

MR. HERMAN: And again, by "records," you mean exhibits?

MR. WRIGHT: The exhibits attached to the affidavit.

A. I mean, if you want to go through the application, you know, if there's -- if you have a question on it, I can give you -- if I know, I'll tell you. If I don't know, I'll tell you I don't know.

Q. Okay. Well, in paragraph 4 it says, "As a mortgage servicer, JPMorgan Chase Bank, National Association" -- for

now, if I refer to that as "Chase" or "JPMorgan," you'll know what we're talking about?

A. Yes.

Q. -- "inconclusive of its predecessors in interest including Chase Home Finance, LLC, which merged into JPMorgan Chase Bank" -- you know, you can read that as well as I can.

Why don't you take the chance to read it, and I'll ask you some questions about it.

A. Just that paragraph 4?

Q. Yes, sir.

A. Okay.

(Pause)

Q. Are you, like Mr. McCormick, familiar with the record keeping practices of Chase, which includes maintaining original loan documents as well as electronic copies of such loan documents?

A. Yes.

Q. Okay. Are you familiar with the maintaining of electronic copies of

correspondence sent to the borrower?

A. Yes.

Q. And the maintaining of charges assessed and the receipt and application of payments to the borrowers' accounts?

A. Yes.

Q. And how are you familiar with that?

A. I worked on Chase's servicing system basically every day. I've been training and working on it for a number of years.

Q. And did you, in fact, have occasion to review the records of charges assessed and the receipt and application of payments to the borrower's account for both the Freeman loans?

A. Yes.

Q. And did you find that information to be accurate?

A. Yes.

Q. Okay. What documents are in the collateral file on Mr. Freeman's loans?

A. In Mr. Freeman's loans or in

general?

Q. Say in general.

A. In general, there's -- on the collateral file, there's the original note, mortgage; if there was a loss note, there would be a loss note affidavit, if applicable; any assignments; loan modifications; if there was any allonges; pedal policies. Those are some of the things that's in the collateral file.

Q. What about the other documents that were signed at the closings; do you know where they're maintained?

MR. HERMAN: Can you be more specific?

A. Where, in general, where they're at? In Monroe, Louisiana.

Q. Where in Monroe? Is it a warehouse?

A. It's a warehouse.

Q. Is that what they refer to as the "i-Vault"?

A. I-Vault is a software system.

Q. And in Monroe, Louisiana is an

actual warehouse where they maintain all those records?

A. Yes.

Q. And are they accessible?

MR. HERMAN: Can we be more specific: Is what accessible?

Q. Could you get them if you asked for them?

MR. HERMAN: What is "them"? I don't understand what the "them" is there.

Q. Could you get those other records, those other records signed at the closing, from Monroe, Louisiana if you were to request them?

A. Could I get -- I don't request them. That's something between you and Counsel.

Q. No.

If you were to request them, would they be available to you?

A. I don't request them.

Q. That's a yes or no.

A. I don't know how to answer that.

I don't request it.

Q. So the answer is: You don't know whether or not they would be available to you if you asked for it?

A. I don't know.

Q. Okay. Have you seen a file consisting of those documents in relation to any other loan?

MR. HERMAN: I'm going to object. I don't know what "those documents" means.

MR. WRIGHT: The other documents that are signed at closing, that are maintained in Monroe, Louisiana.

MR. HERMAN: The only document you've identified thus far is the HUD statement.

A. Whatever -- I'll view it from i-Vault, which is a software system. I would have to go through the system to figure if the HUD is on there or if it's in the credit file.

Q. Okay. So what's in the warehouse is also on the software system; is that

what you're saying?

MR. HERMAN: I'm going to object.

A. I don't know. Some of it's on the software system. I don't know exactly -- I haven't seen the entire credit file, but I just review stuff through i-Vault and LPS.

Q. And when you say "credit file," what does that consist of?

A. In general, it's, like, the origination correspondence, generally.

Q. Okay. Does it include all other documents executed by the borrower at the closing other than the note and mortgage?

MR. HERMAN: I'm going to object. The bank services millions of loans. If you're asking what does every single credit file include, that's way overbroad and beyond of the scope of the deposition.

MR. WRIGHT: I'm only interested in Mr. Freeman's loans.

MR. HERMAN: So can you rephrase the question?

MR. WRIGHT: Yeah.

Q. Same question as to Freeman's loans.

A. What's -- I didn't see the entire folder with the documents in there.

Q. Okay.

A. I just seen the original note and mortgages, title policies, and there was a loan application agreement.

Q. Okay. Have you -- are you familiar with the purchase and assumption agreement between the Federal Deposit Insurance Corporation and JPMorgan Chase, N.A.?

A. Yeah, I've seen it in Chase's records.

Q. You have.

And did you review that in connection with this deposition?

A. Yes, I've seen that before.

Q. In that -- is it your testimony that this is the agreement through which JPMorgan Chase acquired the Freeman loans?

MR. HERMAN: Can we just be

specific as to the purchase and assumption agreement? You just referred to it generally as a "purchase and assumption agreement." I'd like the record to be clear as to what it is you're talking about.

Q. Do we have an agreement that the purchase and assumption agreement between the Federal Deposit Insurance Corporation and JPMorgan Chase Bank dated September 25, 2008, was the document by which Chase acquired the Freeman mortgages?

A. Yes, all the loans and loan commitments, including these two Freeman loans.

Q. Did they acquire servicing rights on the loans also?

A. They also did, yes.

Q. Okay. And is there a way to identify the loans that Chase acquired from the FDIC as receiver for Washington Mutual Bank F.A.?

A. Once I put the loan number in the system, it will pop up.

Q. It will pop up and what will show?

A. Well, I'll put the information in. If I had the loan number, I can put it into Chase's system to verify it.

Q. Where did that information to create that data come from?

MR. HERMAN: When you say "that data," what specifically are you referring to?

MR. WRIGHT: The information that pops up when you put the loan number in.

A. What system do I check; is that what you're asking me?

Q. No.

It's your testimony that Chase acquired both of Mr. Freeman's notes in connection with the purchase and assumption agreement with the FDIC dated September 25, 2008; is that correct?

A. Yes.

Q. Okay. And you say you know that because if you punch in the loan number --

and by the way, that loan number is the WaMu loan number or the Chase loan number?

A. Well, both on there. WaMu used MSP and so does Chase, so it was -- you know, like I said, the next -- when I came in September 25, 2008, I had access to all the loans, you know, if someone put a loan number in there, to pull up the information. The same with the next day. So on the next day on September 26, 2008, I was still able to pull up those same numbers I did the day before, which was Washington Mutual's to the FDIC into Chase's system.

Q. Okay. So the loan number didn't change?

A. I believe one of the loans -- loan numbers changed on Mr. Freeman's loans, and generally the reason why is because if there was a duplicate loan number that -- or like Heritage Chase had one, then they would change the loan number on it.

Q. When you say "Heritage Chase," I

don't understand.

A. Well, the bank breaks it down in three separate heritages: Heritage Chase, Heritage GMC, Heritage Washington Mutual.

Q. And what does the "heritage" stand for?

A. Well, that's broken down by the companies that came over from -- you know, for instance on Washington Mutual, through the FDIC. Those are -- we called it Heritage Washington Mutual loans.

Q. And do you know whether or not at the time of the acquisition of the assets that are identified in the purchase and assumption agreement with the FDIC to Chase dated September 2008, did it include a list of the loans that Chase was acquiring?

A. I mean, I didn't see an actual list, but there's -- it's in the system. It's in the MSP servicing -- that's a system the bank uses to service the accounts.

Q. Is it your testimony that the Freeman loans were owned by Washington

Mutual F.A. at the time the bank failed?

A. Yes.

Q. Is it your testimony that Washington Mutual Bank or some subsidiary of the bank was not servicing those loans at the time?

MR. HERMAN: Can you read that back, please.

(Question read)

MR. HERMAN: At what time?

MR. WRIGHT: Prior to September 25, 2008, between the time they were made and September 25, 2008.

A. The servicer was Washington Mutual F.A.

Q. Okay. Was there an investor?

A. It was bank-owned. It's always been bank-owned.

Q. It's always been bank-owned?

A. Correct.

Q. And you know that because?

A. I reviewed Chase's books and records.

Q. What in the books and records

would indicate to you that it was bank-owned versus not bank-owned?

A. Well, they're through the investor screens and also the ID codes, investor ID codes.

Q. Okay. And the ID codes are letters, aren't they?

MR. HERMAN: Objection.

A. They consist of letters and numerals.

Q. Okay. And what letters would indicate an investor?

A. There's three digits or three characters.

Q. Two letters and a number?

A. No, it could be a mixture of.

Q. So what three characters -- well, let's put it another way.

What characters would indicate a Chase-owned asset -- a WaMu-owned asset? Excuse me.

A. For these two loans?

Q. Yes.

A. AO1.

Q. AO1?

A. Yeah.

Q. And that AO1 stands for what?

A. That's just the three digit code, which is bank-owned.

Q. AO1?

A. Uh-huh.

(Recess)

EXAMINATION CONTINUED

BY MR. WRIGHT:

Q. All right. Now, are you aware of a -- other than Chase's computer system -- of a list that was submitted to the FDIC of the loans that Chase acquired in connection with the purchase and assumption agreement dated September 25, 2008?

A. An actual list? I don't know.

Q. Okay. You haven't seen one?

A. No.

Q. Have you seen any of Chase's filings with the Securities and Exchange Commission, 10-Ks?

A. I glanced at one a long time ago.

Q. All right. So it would be fair

to say you're not familiar with what they said between 2008 and 2012?

A. No, I didn't prepare for that.

Q. Do you know whether or not Mr. Freeman's loan was on Washington Mutual Bank F.A.'s balance sheet?

MR. HERMAN: So I'm just going to object because we set forth in our letters to you he's not prepared to testify about balance sheet questions. Those are really accounting questions, not questions relating to the servicing of his specific loan.

MR. WRIGHT: Yeah, but if he knows, he can tell me.

A. I don't know. I know it's under Chase's system. Both loans are within Chase's system, and they're both bank-owned loans.

Q. Does Chase's system tell you where the money to fund that loan came from, either one or both of those loans, Mr. Freeman's loans?

MR. HERMAN: Just to clarify,

when you say "Chase's system," you mean the systems he's looking at for purposes of preparing for the deposition?

MR. WRIGHT: Yeah.

MR. HERMAN: If you know.

A. No.

Q. You don't know?

A. No.

Q. Does anyone know?

A. I don't know.

Q. Did you see the note of Mr. Freeman's that has an endorsement on it by a Cynthia Riley?

A. Yes.

Q. And do you know when that endorsement was placed on that note?

A. No, it doesn't have a date on it.

Q. When was the first time you saw that note?

A. In the last couple of months.

Q. And when you saw it, did it have the endorsement on it?

A. Yes.

Q. And is the endorsement on the original of that note?

A. Yes.

MR. WRIGHT: Do we have that here?

MR. HERMAN: Yes. There's two notes. So I just want to be clear for the record --

MR. WRIGHT: I'm not going to take them. I won't even touch them. I'll have the witness turn the pages.

MR. HERMAN: So you asked if we could take out the adjustable rate note for the property at Side Street [sic], did you ask for?

MR. WRIGHT: I want the one with Reilly's endorsement.

MR. HERMAN: I think you're assuming that only one of them has that. I'm not sure if that's true.

MR. WRIGHT: Well, I think that is true.

Q. So, for the record, what are you referring to?

A. This is original note dated March 11, 2005, for 39 Side Road, Little Compton, Rhode Island 02837.

Q. Mind if I walk around and look over your shoulder?

A. Sure.

Q. All right. So I'm looking at the front page, and can you tell me what that black kind of circular --

A. It means it's an original note.

Q. And do you know who puts that there?

A. That would be the employees in Monroe, Louisiana.

Q. Okay. Would that have been done before or after September 25, 2008?

A. It should have been after September 25, 2008.

Q. Okay. And how do you know that?

A. Because that's Chase's date on it.

Q. Okay. Can you see this note that we're referring to, this one dated March 11, 2005, for Side Road, Little

Compton, Rhode Island?

A. Yes.

MR. HERMAN: Are you asking if he can see it?

Q. Can you see it on your screenshot in your computer?

A. Yes.

Q. Is it in color on your computer?

A. No.

Q. And then on page -- I guess it's 8 of 8 --

MR. HERMAN: Actually, it says "6 of 6."

MR. WRIGHT: 6 of 6.

Q. 6 of 6, there's an endorsement. It says, "Pay to the order without recourse Washington Mutual Bank F.A., Cindy [sic] Riley, Vice President."

MR. HERMAN: Actually, it says "Cynthia A. Riley, Vice President."

MR. WRIGHT: "Cynthia A. Riley, Vice President."

Q. Do you know when that endorsement was placed there?

A. No.

Q. Do you know Cynthia Riley?

A. No.

Q. Did you know her to be a vice president of Chase -- or excuse me -- Washington Mutual F.A.?

A. I don't know, other than what it says.

Q. Okay. So you don't know if that endorsement was placed in 2014 or 2012 or prior to the bank -- prior to Washington Mutual F.A. being taken down by the FDIC?

MR. HERMAN: Objection to form.

A. I don't know when it was placed on there.

Q. Okay. Were you working for Washington Mutual Bank F.A.?

A. Yes.

Q. Okay. Was it a practice of Washington Mutual F.A. when you were there, if you know, to endorse blank notes?

MR. HERMAN: Objection.

Q. Or to endorse notes in blank?

A. I don't know.

Q. You don't know?

A. No.

MR. HERMAN: Are you done with this one?

MR. WRIGHT: Yeah, I think so.

Q. Do you know who would know when that endorsement was placed on that note?

A. No.

Q. Would it have been a practice, to your knowledge, of Washington Mutual Bank F.A. to endorse notes in blank, without a date, prior to September 25, 2008, and just hold them wherever they held them, in Monroe, Louisiana or wherever that would be?

MR. HERMAN: I'm going to object to the form. I don't know what "hold them" means.

Q. Why would the note be endorsed?

A. You're asking me a legal question: Why was it endorsed?

Q. No, I'm asking a factual question.

Why would Washington Mutual Bank

F.A. endorse a note in blank?

MR. HERMAN: I'm going to object. That goes beyond the scope of the deposition. If you want to ask him questions about Mr. Freeman's loans, go ahead.

Q. Why would they endorse Mr. Freeman's loans in blank?

A. I don't know.

Q. You don't know?

A. No.

Q. Is it typical to endorse a note because you're transferring it or selling it or signing it?

MR. HERMAN: I'm going to object. Can you read that back, please.

(Question read)

MR. HERMAN: That goes beyond the scope of the Notice of Deposition.

MR. WRIGHT: It does?

MR. HERMAN: Is it typical to do something?

Q. Was it a practice of Washington Mutual to endorse notes in blank that it

was not transferring or selling or negotiating?

MR. HERMAN: I don't think the deposition notice calls for him to talk about Washington Mutual's practices.

MR. WRIGHT: He worked there.

MR. HERMAN: As I said, I don't think the deposition notice calls for him to testify about Washington Mutual's practices.

MR. WRIGHT: Well, it says, "The person who can best testify as to defendant's books," so on and so forth, "and support the contention that it's the owner/holder of the two mortgages and notes executed by Freeman."

MR. HERMAN: Right, so he can testify about that. That's not the question you asked.

Q. All right. Well, let me phrase it another way then.

When Washington Mutual took that original note, do you know whether or not that endorsement was on it?

MR. HERMAN: When they took it from whom?

MR. WRIGHT: The FDIC.

MR. HERMAN: You just asked him "when Washington Mutual took the note."

MR. WRIGHT: I'm sorry.

Q. When Chase acquired that note according to your testimony, was that endorsement on there?

A. I don't know.

Q. Okay. Is there anybody who would know?

A. I don't know.

Q. Have you seen other original notes that Chase acquired from WaMu or Washington Mutual F.A. that had endorsements in blank on them?

A. Yes.

Q. And with respect to those notes, does Chase contend it is the owner of those notes?

MR. HERMAN: Are you talking about the ones he's personally seen?

MR. WRIGHT: Yeah.

A. You're talking just in general or the Freeman ones?

Q. Well, in general. I'm kind of wondering why there's an endorsement on a note by somebody who purports to be a president of Washington Mutual F.A., and yet your testimony is that Washington Mutual F.A. owned that note at the time, and it failed and went into receivership, and then Chase acquired it through the purchase and assumption agreement with the FDIC dated the 25th of September 2008.

And I'm wondering if somebody in your organization, Chase, saw that note at the time it was acquired, with or without that endorsement, if you know?

MR. HERMAN: I'm going to object. It was a very long windup, and I'm not sure exactly what the question is.

Q. Who at Chase could tell me if the endorsement was on that note at the time it was acquired, according to your testimony, from the FDIC?

A. I don't know.

Q. You don't know?

A. No.

Q. Okay. Who would you ask if you wanted to know?

A. I don't know. I mean I did my research on it.

Q. Well, if you were curious, who would you ask?

A. I don't know. I don't know who's left at Washington Mutual.

Q. No, Chase. Who at Chase would know if that endorsement was there at the time?

MR. HERMAN: He said three or four times he doesn't know.

MR. WRIGHT: I know.

Q. I think you misunderstood what I said.

Who would you ask at Chase if you wanted to know?

A. I don't know.

Q. You don't know. Okay.

MR. WRIGHT: All right. Do we have the other original note?

MR. HERMAN: Uh-huh, yes.

Q. All right. What I'm looking at here is the original of July 12, 2005, note on 135 Randolph Avenue in Tiverton, Rhode Island. At the top of the first page --

MR. HERMAN: Can we just keep the fingers off? You can point, but keep the fingers off.

Q. Without touching it, I'm pointing to a multiple-circular mark on the top left-hand corner of the note; do you know what that is?

A. Yeah, that means it's an original. We call it a "bull's-eye."

Q. Okay. And over on the right-hand corner at the top is another circular type of thing?

A. We call it a "swirl."

Q. And what does the swirl mean?

A. It means it's an original note.

Q. Okay. So why two?

A. They change -- different between bull's-eye and swirl, and sometimes they --

Q. Who's "they"?

A. Employees in Monroe, Louisiana.

Q. Employees of who?

A. JPMorgan Chase.

Q. And do you know why they change that?

A. No.

Q. What's the handwritten number up on the top, starts with like an X?

A. Or an asterisk.

Q. Whatever. Then 1022757924; do you know what that is?

A. That may be the loan -- I'd have to look at the payment history just to verify if that's a different loan number that's assigned to it.

Q. Okay. Is the number that's kind of right below the typewritten adjustable rate note, beginning with an 03, is that a loan number too?

A. The WaMu number actually starts at 069434295.

Q. Okay. And the 032380 is whose number?

A. I forget what that meant, but the

loan starts at 069434295.

Q. Okay.

MR. WRIGHT. Do you want to flip over?

MR. HERMAN: Sure. No offense. We take very good care of these. Anything in particular you're looking for?

MR. WRIGHT: The last page.

MR. HERMAN: 6 of 6.

Q. Again, that has an endorsement by Cynthia A. Riley?

A. Correct.

Q. You don't know when that endorsement was placed on the note?

A. No.

Q. And that endorsement appears on page 6 of 6 of the promissory note?

A. Yeah, on the original note.

MR. WRIGHT: Can you make copies of these two so we can mark them and just put them in? Do you mind? You don't have to do it now, we can do it later.

MR. HERMAN: Okay.

(Recess)

(Adjustable Rate Note for 39 Side Road marked Exhibit 2 for identification)

(Adjustable Rate Note for 135 Randolph Avenue marked Exhibit 3 for identification)

MR. HERMAN: If we could say on the record that these are copies. I've provided Counsel copies of the original documents that we looked at that I happen to have with me. We haven't sat here today and compared page by page, but these appear to be copies of the documents we looked at.

The 39 Side Road note copy is Exhibit 2. The 135 Randolph Avenue note copy is Exhibit 3. We have not put exhibit stickers on the original documents, which I'm maintaining possession of.

BY MR. WRIGHT:

Q. Do you know a gentleman by the

name of Richard Naylor?

A. Not personally, but I know who he is.

Q. Okay. And was he -- if you know -- in 2011 -- well, let me ask another way.

Do you know what his position is? Is he still with Chase?

A. I don't know if he's with Chase or not.

Q. In 2011, do you know whether or not he was the operations manager AVP for Chase?

A. I don't know.

Q. How do you know him?

A. I worked -- he was in our same -- or he worked in the same building. I worked in Washington Mutual, and I believe he went over to loss mitigation after 2009-ish or eight.

Q. For Chase?

A. Yeah, it would have been after September 25, 2008. For Chase.

Q. I think I asked you this, but did you know Cynthia Riley?

A. No.

Q. Have you ever heard of Washington Mutual's secondary delivery operations?

A. It doesn't ring a bell.

Q. I call back to Mr. McCormick's affidavit of -- this affidavit was signed in the state of Wisconsin?

A. That's what the affidavit says.

Q. In the County of Milwaukee, we don't know what town or whatever.

What operation does Chase have in the County of Milwaukee, Wisconsin?

A. I don't know the exact departments out there, but I do know there's an operations center out of there as well.

Q. And as authorized signer, does he get a power of attorney from the company to be able to sign, or is that just a designation that certain people have at Chase?

A. I don't know.

Q. Do you sign affidavits for Chase?

A. Yes.

Q. Do you sign as an authorized signer?

A. I don't remember. I know at one point assistant vice president.

Q. Excuse me? I'm sorry.

A. I know at one point assistant vice president.

Q. You signed as assistant vice president?

A. Yeah. Or as mortgage bank research officer.

Q. Okay. When you testify, you don't identify yourself as an authorized signer, right?

A. No, mortgage banking research officer.

Q. Okay. In paragraph 5 of Mr. McCormick's affidavit he's talking about his knowledge of how Chase maintains records.

Are you able to testify to the same information that he's testified to or stated in his affidavit in paragraph 5?

A. Yes.

Q. And the records in his affidavit that are from Washington Mutual F.A., do you know how they're kept or how they were kept?

MR. HERMAN: Can we make reference to a specific exhibit as opposed to the unspecified records of Washington Mutual Bank F.A.?

MR. WRIGHT: Yeah, the ones that are set forth in the affidavit.

MR. HERMAN: Well, there are a number of exhibits set forth in the affidavit. If you believe one on them is a record of Washington Mutual F.A., why don't you ask him about that specific record?

MR. WRIGHT: Okay.

Q. In paragraph 17 Mr. McCormick talks about sending a letter to Mr. Freeman concerning his failure to make monthly payments, and then similar letters dated January 22nd, February 2nd, February 9th, February 27th, but they're all listed in there, so I'm not going to go through them.

Exhibits 8 Through 15.

The letters from JPMorgan Chase, it says through March 12, 2009, reflect WaMu's name on the letterhead; why would that be?

A. It says therefore the letterhead stating WaMu is becoming Chase.

MR. HERMAN: Do you want to show him the letter?

MR. WRIGHT: No, I am asking him if he's familiar with it. I can probably show him the letter if he wants to see it.

MR. HERMAN: Is your question -- I just want to make sure I understand.

Q. I just want to understand why after the bank failed, that is Washington Mutual F.A., why demand letters were being sent out on their letterhead by Chase?

A. The reason for that is because when -- September 25, 2008, that night, not every single sign came down and a Chase sign went up. It was a transition period between letterheads, you know, signs,

branding of it, to show Chase on there. So it wasn't, you know, an overnight operation where the signs just dropped off the floor and we put new signs up; it was just a transition time where eventually letterheads and the banks put the Chase logo on there.

(Collateral Valuation Report marked Exhibit 4 for identification)

MR. HERMAN: Counsel, I'll note that Exhibit 4 appears to be -- well, it's a document that says "Washington Mutual," at the top. There's a hole in it. There's no Bates numbers on it.

MR. WRIGHT: There's no what?

MR. HERMAN: Bates numbers indicating it was produced to us in the matter. I note that there's also handwriting on it in pencil and in ink and I don't know whose that is either.

MR. WRIGHT: Okay.

MR. HERMAN: So you can ask a question, but I don't know what record it is.

MR. WRIGHT: Yeah, I'm not asking you.

Q. Can you see the exhibit in front of you?

A. Yes.

Q. Okay. Have you seen that before in some form without the handwritten marks on it?

A. I don't recall.

Q. Okay. Do you know who Washington Mutual Wholesale Lending is?

A. I know who they were, yes.

Q. Who were they?

A. They were the wholesale side of the business for residential mortgages.

Q. You say the "wholesale side." What does that mean?

A. In other words, the wholesale deals with brokers, mortgage brokers.

Q. Okay. And does that document indicate who funded Mr. Freeman's loan?

MR. HERMAN: If you're familiar with the record. Again, this is a Washington Mutual record. I'm not sure

this has even been produced in this case.

A. This doesn't mention funding.

Q. And why would Washington Mutual Wholesale be involved with Mr. Freeman's loan?

A. Because Mr. Freeman went to a broker to obtain a loan, and then the broker's duties was to shop the loan around through various lenders. And at this time -- his two loans went to Washington Mutual bank.

Q. From?

A. The broker basically brings a customer in, and then he would shop the rates and terms and fees with various lenders, and then he would choose -- the broker would choose the lender.

Q. Okay.

MR. HERMAN: I just want to note again that if Mr. Freeman has documents related to these loans that he hasn't produced in this case, it's ridiculous at this point. The case has been

pending for years.

You're shrugging your shoulders as though that's not your obligation. We've had discovery requests outstanding. He's testified at his deposition he's got some mysterious box of documents that was never found.

MR. WRIGHT: I would appreciate it if you would not judge me by how I react to your comments, okay? Why don't you just do what you're supposed to do, which is make objections for the record and let the witness testify. You can take up your discussion about Mr. Freeman's failure to produce documents at some other time, but I really don't want to hear it.

MR. HERMAN: You can want to hear it or not, I'm going to make the objection on the record.

MR. WRIGHT: It's not an objection, it's a statement.

(Letter with attached documents marked Exhibit 5 for identification)

MR. HERMAN: I'll just note that the Bates sequencing of these documents is out of order.

MR. WRIGHT: I think I printed it out the way you sent it.

MR. HERMAN: Yeah, it may have been sent out of order.

MR. WRIGHT. And by the way, I got these yesterday, so you want to talk about ridiculous, we just went to the sublime.

MR. HERMAN: Go ahead.

MR. WRIGHT: I just figured I'd pass judgment.

MR. HERMAN: Pass away.

MR. WRIGHT: I sure wouldn't want to mix up the witness, you know, and be accused of that by you.

MR. HERMAN: You would never be. You can go ahead and ask questions based on the document.

BY MR. WRIGHT:

Q. All right. I'm going to have to come over here and look over your shoulder,

if you don't mind.

And I'm going to represent to you that this was produced to me on August 16th in response to a document production request. It was a supplement. The first page is the cover letter. By the way, you can touch these if you like.

A. Okay.

Q. First of all, whether they're out of order, I don't know, but this is how I received them.

But do you know what this is -- you can look at them if you like -- other than the cover letter?

A. These are what's called a "DocLine report."

Q. Excuse me?

A. A DocLine report. It shows tracking of the original note, mortgage, are some of the things on there.

Q. And when does that tracking begin?

A. Well, the deposit date on here -- you're asking about the original note, when

it was deposited?

Q. Yeah.

A. On both loans, right?

Q. Yes, sir.

A. Let me see here. July 18, 2009, that was received into -- deposited in the Monroe, Louisiana facility.

Q. Does it indicate where it was before then? What note was that? I'm sorry.

A. That note -- well, let me just check the other ones too. For the last four digits is 3454 in the loan number. And then the 7924, the deposit date in the Monroe, Louisiana facility -- I don't know what page it is.

MR. HERMAN: Is it missing a page?

THE WITNESS: It may be. Oh, no it's not, sorry. Okay. So deposit date on last four digits of 7924 property, the Freeman loan was deposited in Chase -- the Monroe, Louisiana facility, Chase's facility in

Monroe, Louisiana, July 21, 2009.

Q. Okay. I'm looking at this page on Exhibit No. 5, and at the bottom it says page 4, but it also has, I guess, a Bates stamp which is 004148, and it says, "Document Notation: WAMU TO BLANK."

What does that mean?

A. Where it says "WAMU TO BLANK"?

Q. Yeah.

A. The endorsement.

Q. And the date is April 21, 2004 [sic].

A. '14.

Q. '14, I'm sorry.

What does that indicate? Is that the date the endorsement was released?

A. No.

MR. HERMAN: Did you say "released"?

MR. WRIGHT: I don't know what that means.

THE WITNESS: The document release date is April 21, 2014, which went to Morgan Lewis. That's when

Chase sent it to Morgan Lewis.

Q. On this document does it indicate anywhere where the endorsement was originally given to Chase?

MR. HERMAN: Object to the form.

Q. Do you know what I'm saying?

A. No.

Q. Yeah, me neither.

So this "WAMU TO BLANK," that refers to an endorsement?

A. Yes.

Q. Okay. And the document indicates that on April 21st of 2014, it was sent to Morgan Lewis, the endorsement; is that right? Am I reading that right? I'm not familiar with these.

A. That's when the document was released. If you go by the note deposit date -- that's when it's deposited to Chase's system -- that's 7/21/2009.

Q. So that wouldn't have included the endorsement when it was deposited?

A. I don't know when the endorsement was put on there.

Q. And there's nothing in this record that we're looking at here on Exhibit 5 that would indicate when the endorsement was received by WaMu or Chase or anyone other than Morgan Lewis?

A. I don't understand.

Q. Well, Exhibit 5 shows us that the document left somewhere and went to Morgan Lewis on April 21, 2014, right?

A. Yes, the document -- the original mortgage -- the collateral file went to Morgan Lewis.

Q. That's "WAMU TO BLANK," that's the endorsement? Is that the Cynthia Riley endorsement or is that another endorsement?

A. No, there's only one endorsement on the notes on both notes.

Q. All right. So that's not a separate instrument, that's the note? When it says "WAMU TO BLANK," that's the note that the document notation is referring to?

A. Well, it says "original note" on the -- you have to go -- which is the original -- you have to go --

Q. I'm trying to understand.

MR. HERMAN: Let's put these like this (indicating).

THE WITNESS: That's the way it's printed out.

Q. So it starts here --

A. No, over there (indicating).

Q. So now that we have laid out all these pages, show me where the original note was sent out to Monroe.

A. If you go -- when it was deposited in Monroe?

Q. Yes, sir.

A. So if you go up here to "Note Instrument," okay?

Q. Uh-huh.

A. And then you've got "Deposit Date," which is the second one up, the note instrument that's on page 3 of that exhibit. And if you go to page 5 of that exhibit, you'll go to the "Document Deposit Date," which is the second column in. It will say "7/21/2009," and to the left of that it says "Doc Track Location." It says

"Morgan Lewis & Bockius, LLP."

Q. And what does that mean? What does the notation of Morgan Lewis means?

A. It was shipped to Morgan Lewis & Bockius, LLP.

Q. Oh, I see.

And then it was originally deposited --

A. 7/21/2009 into the Chase facility in Monroe, Louisiana.

Q. Okay. And then why is the Morgan Lewis name next to it? What is that where it says "Doc Track"?

A. Location, description. That's where it went. That's where the original note is.

Q. Oh, now?

A. Correct.

Q. The 7/21/09 date was the date it was deposited in Monroe or the date it was sent to Morgan Lewis?

A. No, no. 7/21/2009 it was deposited in Monroe, Louisiana at the Chase facility.

Q. Okay. Do you know where it was prior to that then?

A. In general practice, Washington Mutual's facilities was in Florence, South Carolina, at a warehouse there.

(Affidavit marked Exhibit 6 for identification)

MR. HERMAN: Is there some difference between Exhibit 1 and Exhibit 6?

MR. WRIGHT: There is, and that's what I'm going to ask him about.

Q. If you look at the last page, do you see that (indicating)? And then go to -- this is really weird.

MR. HERMAN: Where did you get the two copies?

MR. WRIGHT: I don't know. I print them off as they come, but they look like they're from you because -- but they're smaller.

MR. HERMAN: I'll ask my associate. I have some vague recollection of a substitute -- oh, I

think -- I have some vague recollection of a substitute signature page, but let me check with my associate, and I'll get back to you on that.

MR. WRIGHT: Okay. I don't need to ask him, I'll just mark it.

MR. HERMAN: Okay.

(Letter with settlement agreement marked Exhibit 7 for identification)

MR. HERMAN: I'll just note for the record that this is a settlement communication, and we're going to object to the admissibility of this document based on the fact that it's a settlement communication.

MR. WRIGHT: I'm not admitting anything.

MR. HERMAN: Pardon?

MR. WRIGHT: It's a deposition, I'm not admitting anything.

MR. HERMAN: I'm just reserving out of rights with respect to the document.

MR. WRIGHT: I don't think you

need to do that, but you can do it.

BY MR. WRIGHT:

Q. Have you seen that before?

A. I can't recall either way. I don't remember.

Q. You don't recall whether or not you saw that before?

A. No.

Q. Okay. Are you familiar with the loan modification agreements that were entered into with Mr. Freeman?

A. Yes.

Q. Okay. And did you review those in connection with this deposition?

A. Yeah.

Q. All right.

MR. HERMAN: We've been going an hour since the last break. Is it okay if we take five minutes?

MR. WRIGHT: Absolutely.

(Recess)

(Multiple loan documents marked Exhibit 8 for identification)

EXAMINATION CONTINUED

BY MR. WRIGHT:

Q. I've handed you a series of documents marked Exhibit No. 8.

A. Okay.

Q. The first page of Exhibit 8 references Loan No. 3454?

A. Correct. The last four digits.

Q. And the borrower's name is Freeman?

A. Correct.

Q. What does LNTH mean?

A. It stands for "loan transfer history."

Q. Okay. And then moving along that same line, it says "LOAN TRANSFER HISTORY 07/11/16"?

A. Yeah, that's when it was printed. That's when I printed it out.

Q. When you printed it?

A. Screenshot, yeah.

Q. Okay. And the second line there, it says "TRANSFER [sic] DATE OLD/INV."

What does that mean?

A. Oh, transaction date -- okay.

That's when there was a transaction date.

MR. HERMAN: Can you read back his question.

(Question read)

MR. HERMAN: Okay. So I'm going to object to that.

MR. WRIGHT: So let me correct that.

Q. It says "TRAN DATE OLD/INV." What does that mean?

A. It says "transaction date," and then that stands for old investor.

Q. What does that mean?

A. The old -- if there was an older investor, like if it was somebody else.

Q. So does that mean there is an older investor or there is not?

A. No, it's always been bank-owned.

Q. So what's that notation there for?

A. Well, if there was an old investor.

Q. What would it look like it there was an old investor?

A. It would have a three-digit different code for -- if it was, like, you know, sold to a trust or something like that, it would be an old -- different investor.

Q. Okay. And then moving along, it says "NEW INV HT NM S/R/M ADDITIONAL TRANSFER INFORMATION."

What does all that mean?

A. It just shows the investor code on there, which is X99, which is bank-owned for Chase.

Q. And then the third line, "DATE PAID EFF DATE EFF BALANCE INVOICE #" --

MR. HERMAN: No, that's not what it says.

Q. -- "INV #" --

MR. HERMAN: No. "INV LOAN #."

Q. -- "OLD S/F NEW S/F GF AFT B/B." That's the third line.

What does all that mean?

A. The investor loan number is the -- 3454 is last four digits of it, so it's the same loan number, so it's bank-owned.

"OLD S/F." "S/F" stands for servicing fee, so old servicing fee versus a new servicing fee. Since it's bank-owned, we don't charge ourselves a servicing fee.

If it was a different investor on there, then there would be anywhere from -- I've seen an 1/8 of a percent all the way up to 7/8 of a percent. But it's bank-owned, so it's zero.

Q. And then there's like a dotted line below -- well, right above that it says "FRCD," on like the fourth line, about a fifth of the way in.

A. I'm not sure what that is.

Q. Okay. "01/18/12," below the dotted line?

A. It just says "transaction date." There was some kind of maintenance on the loan.

Q. And "INVESTOR LOAN #," it says "blank"?

A. You're talking about right in the middle, "INV LOAN #"?

Q. No, I'm looking right below the dotted line, and it says "X99."

Start there: What does that mean?

A. X99, that's Chase's investor code for being bank-owned.

Q. Okay. And then it says "013"?

A. I don't know what the 013 is.

Q. And then there's a space and the number two?

A. I'm not sure what that is.

Q. And then there's the letter N?

A. I'm not sure what that is.

Q. Okay. And then "MAINT, CATEGORY," and "INVESTOR LOAN#"?

A. Yeah, "MAINT" is maintenance category and investor loan number.

Q. Okay. And then below that it looks like there's a blank with a back slash and then another blank with a back slash and then another blank; what's that for?

A. If it was -- like let's say if it was sold to another trust or somebody else

on there, it will show a date paid.

Q. To another trust or to a trust?

A. To a trust, if that was applicable. In this case, it's always been bank-owned for both loans -- for both Mr. Freeman's loans.

Q. All right. Let's go to the next page.

Now, that's the -- this is the same loan number, right, the last four digits?

A. Correct.

Q. And then right below the loan number, right below the line, it says "MA" -- is that "SI" or "S1"?

A. "MAS1."

Q. What does "MAS1" stand for?

A. Master screen.

Q. And the 1?

A. I'm not sure. It's MAS1 and the sub-screen is INV1, which is the investor information, which is almost directly below the MAS1. That's a sub-screen of MAS1.

Q. Okay. And what is "MSP LOAN

MASTER MAINTENANCE" or "LOAN MASTER MAINT. AND DISPLAY"?

A. That's the screenshot.

Q. And below that it says "NAME" and "WR FREEMAN."

"TYPE 13," what's that?

A. I'm not sure what Type 13 is.

Q. It says "1ST MTG, CONVEN W/O INS."

A. First mortgage, conventional without insurance, which means without PMI and ARM, which means adjusted-rate mortgage.

Q. And what does the group indicate?

A. Not sure.

Q. You're not sure?

A. No.

Q. Okay. And then the next line below -- well, the next one says "INV1 INVESTOR SERVICE FEES."

Do you see that? And then it has a bunch of dashes after that line.

A. Yeah.

Q. And then the next line reads "INV

CAT INV LOAN NO SALE/REPURCHASE --- FNMA LASER --- FNMA DEL," and then there's a line below that.

Can you tell me what all that means?

A. The "INV," that means it's bank-owned. That's the three-digit investor code.

"CAT" appears on the document. "13," I'm not sure. It says "category," that's what it means.

"INV LOAN NO," which is investor loan number, which is the same as the servicing number since it's bank-owned. If the loan was repurchased -- let's say there was an FH loan or an FHA or a Fannie Mae loan or a Freddie -- whoever, it'll show if it was repurchased and what date it was repurchased on. In this case, it was never repurchased or sold to anybody.

Fannie Mae -- "FNMA," which is Fannie Mae Laser. I'm not sure -- that -- actually the date would have been when it was repurchased, if it was applicable, but

in this case it's not.

And then there's a -- "DEL" is delinquent status. There's codes for how delinquent it is, and then it appears 0.

And the "INV" shows JPMorgan Chase, N.A.

Q. Did you print this one off also?

A. I did.

Q. And then the next page?

MR. HERMAN: Is there a question?

MR. WRIGHT: Yeah, I think I pretty much -- let's see.

Q. Page 4 starts information on the Loan No. 7924?

A. Yeah.

(Portion of Washington Mutual Home Servicer Guide marked Exhibit 9 for identification)

Q. Have you seen that before?

A. I'm not sure what this is.

Q. Well, let me represent to you that it's a portion of the Home Servicer's Guide, and it was updated -- I think at the bottom of the page -- in 2010.

MR. HERMAN: Whose home servicer's guide?

MR. WRIGHT: Well its not Chase's. At the time, it was WaMu Securities.

MR. HERMAN: I'm going to object. This is well beyond the scope of the 30(b)(6) deposition notice.

MR. WRIGHT: I'm just asking him if he's seen it before.

A. I haven't.

Q. You haven't?

A. No.

Q. All right. Let me ask you this question in two ways.

So do you know whether it was a practice of -- let's start with Washington Mutual F.A. -- in lieu of retaining copies of the originals, they maintained the loan files in microfilm or microfiche or electronic media?

MR. HERMAN: Can you read that back, please.

Q. I said, "In lieu of maintaining

copies and originals as required above, the Servicer may maintain its loan files in the form of microfilm, microfiche or electronic media, providing that the following requirements are met."

MR. HERMAN: I'm going to object in that it's beyond the scope and the witness said he's never seen that document before.

Q. Well, was it a practice of Washington Mutual to destroy the originals and then recreate it through a computer system?

A. Not to my knowledge.

Q. Was that a practice of Chase?

A. No.

Q. Now, in 2005, who did you work for?

A. Washington Mutual Bank F.A.

Q. Okay. Was Washington Mutual Bank F.A. an assumed name, or was that the actual name of the bank in 2005?

MR. HERMAN: Objection. I don't what "an assumed name" is.

MR. WRIGHT: Fictitious.

A. I remember answering the phone, "Welcome to Washington Mutual Bank F.A."

Q. Okay. Are you familiar with the investor code AO1?

A. Yes.

Q. And that stands for what?

A. It was Washington Mutual Bank's code for bank-owned.

Q. And could you give me an example of a code, one where there was an investor involved with that code?

A. Say that again.

Q. How would the code change reflect an investor?

A. Well, Washington Mutual had their codes of AO1 as bank-owned and then Chase's bank-owned investor code is X99.

Q. And the investor codes for Washington Mutual were what?

A. For bank-owned loans, it was AO1.

Q. But for non-bank-owned?

A. It just depends on the investor.

Q. But it was a three-digit --

A. Three characters, yes.

Q. Three characters?

A. Yes.

Q. And likewise, Chase, the investor code was -- you said X99?

A. X99 -- Investor Code X99 is Chase's code for bank-owned loans.

Q. Okay. And if there was an investor, would it also be a three-digit code?

MR. HERMAN: Do you mean if there was another investor other than Chase?

MR. WRIGHT: Right.

A. Yeah, if there was another investor, it would have a different code.

MR. WRIGHT: That's it.

MR. HERMAN: Okay.

MR. WRIGHT: Thank you, sir.

THE WITNESS: Thank you.

(Time noted: 12:00 p.m.)

August 18, 2016

ERRATA

PAGE/LINE	CHANGE/REASON

PETER KATSIKAS

Subscribed and sworn to
before me this day
of 2016

CERTIFICATE

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, Jonah Sears, a Shorthand Reporter and Notary Public within and for the State of New York, do hereby certify:

That PETER KATSIKAS, the witness whose deposition is hereinbefore set forth, was duly sworn by me and that such deposition is a true record of the testimony given by such witness.

I further certify that I am not related to any of the parties to this action by blood or marriage and that I am in no way interested in the outcome of this matter.

_____

JONAH SEARS

August 18, 2016

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IN THE CIRCUIT COURT OF THE FIFTHTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case Number: 2013-CA-011730

KEVIN J. PROODIAN, INDIVIDUALLY;
ANNETTE L. PROODIAN,
INDIVIDUALLY;

Plaintiffs

v.

WASHINGTON MUTUAL BANK, FA, Et Al

Defendant

/

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CIRCUIT COURT
PALM BEACH COUNTY, FL

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NOTICE OF FILING DEPOSITION TRANSCRIPT OF PETER KATSIKAS, JP MORGAN CHASE BANK, N.A. MORTGAGE BANKING RESEARCH OFFICER INCLUDING EXHIBITS

KEVIN J. PROODIAN AND ANNETTE L. PROODIAN, Pro Se, hereby give Notice to all parties of the Filing of the Transcript of Peter Katsikas, JP Morgan Chase Bank, N.A. Mortgage Banking Research Officer, Including Exhibits, of the deposition taken on September 30th, 2015.

BP Investigative Agency
Exhibit 24

IN THE CIRCUIT COURT OF THE FIFTHTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case Number: 2013-CA-011730

KEVIN J. PROODIAN, INDIVIDUALLY;
ANNETTE L. PROODIAN, INDIVIDUALLY;

Plaintiffs

v.

WASHINGTON MUTUAL BANK, F.A.,
JP MORGAN CHASE BANK, N.A., et al;

Defendants

_____/

NOTICE OF FILING DEPOSITION TRANSCRIPT OF MATTHEW DUDAS, JP MORGAN CHASE BANK, N.A. LEGAL SPECIALIST III, INCLUDING EXHIBITS

KEVIN J. PROODIAN AND ANNETTE L. PROODIAN, Pro Se, hereby give Notice to all parties of the Filing of the Transcript of Matthew Dudas, JP Morgan Chase Bank, N.A. Legal Specialist III, Including Exhibits, of the deposition taken on December 12th, 2017.

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BP Investigative Agency
Exhibit 25

FILED: PALM BEACH COUNTY, FL, SHARON R. BOCK, CLERK. 1/12/2018 10:55:00 AM

agency thereof under or with respect to this Article XII, or any provision hereof, it being the intention of the parties hereto that the obligations undertaken by the Receiver under this Article XII are the sole and exclusive responsibility of the Receiver and no other Person or entity.

12.8 **Subrogation**. Upon payment by the Receiver, or the Corporation as guarantor in accordance with Section 12.7, to any Indemnitee for any claims indemnified by the Receiver under this Article XII, the Receiver, or the Corporation as appropriate, shall become subrogated to all rights of the Indemnitee against any other Person to the extent of such payment.

ARTICLE XIII
MISCELLANEOUS

13.1 **Entire Agreement**. This Agreement embodies the entire agreement of the parties hereto in relation to the subject matter herein and supersedes all prior understandings or agreements, oral or written, between the parties.

13.2 **Headings**. The headings and subheadings of the Table of Contents, Articles and Sections contained in this Agreement, except the terms identified for definition in Article I and elsewhere in this Agreement, are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

13.3 **Counterparts**. This Agreement may be executed in any number of counterparts and by the duly authorized representative of a different party hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

13.4 **GOVERNING LAW**. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES OF AMERICA, AND IN THE ABSENCE OF CONTROLLING FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE MAIN OFFICE OF THE FAILED BANK IS LOCATED.

13.5 **Successors**. All terms and conditions of this Agreement shall be binding on the successors and assigns of the Receiver, the Corporation and the Assuming Bank. Except as otherwise specifically provided in this Agreement, nothing expressed or referred to in this Agreement is intended or shall be construed to give any Person other than the Receiver, the Corporation and the Assuming Bank any legal or equitable right, remedy or claim under or with respect to this Agreement or any provisions contained herein, it being the intention of the parties hereto that this Agreement, the obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole and exclusive benefit of the Receiver, the Corporation and the Assuming Bank and for the benefit of no other Person.

13.6 **Modification; Assignment**. No amendment or other modification, rescission, release, or assignment of any part of this Agreement shall be effective except pursuant to a written agreement subscribed by the duly authorized representatives of the parties hereto.

13.7 **Notice**. Any notice, request, demand, consent, approval or other communication to any party hereto shall be effective when received and shall be given in writing, and delivered in person against receipt therefore, or sent by certified mail, postage prepaid, courier service, telex or facsimile transmission to such party (with copies as indicated below) at its address set forth below or at such other address as it shall hereafter furnish in writing to the other parties. All such notices and other communications shall be deemed given on the date received by the addressee.

Assuming Bank

JPMorgan Chase Bank, National Association
270 Park Avenue
New York, New York 10017

Attention: Brian A. Bessey

with a copy to: Stephen M. Cutler

Receiver and Corporation

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St., Suite 1700
Dallas, Texas 75201

Attention: Deputy Director (DRR-Field Operations Branch)

with copy to: Regional Counsel (Litigation Branch)

and with respect to notice under Article XII:

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St., Suite 1700
Dallas, Texas 75201
Attention: Regional Counsel (Litigation Branch)

13.8 **Manner of Payment**. All payments due under this Agreement shall be in lawful money of the United States of America in immediately available funds as each party hereto may specify to the other parties; provided, that in the event the Receiver or the Corporation is obligated to make any payment hereunder in the amount of $25,000.00 or less, such payment may be made by check.

13.9 **Costs, Fees and Expenses**. Except as otherwise specifically provided herein, each party hereto agrees to pay all costs, fees and expenses which it has incurred in connection with or incidental to the matters contained in this Agreement, including without limitation any fees and disbursements to its accountants and counsel; provided, that the Assuming Bank shall pay all fees, costs and expenses (other than attorneys' fees incurred by the Receiver) incurred in connection with the transfer to it of any Assets or Liabilities Assumed hereunder or in accordance herewith.

13.10 **Waiver**. Each of the Receiver, the Corporation and the Assuming Bank may waive its respective rights, powers or privileges under this Agreement; provided, that such waiver shall be in writing; and further provided, that no failure or delay on the part of the Receiver, the Corporation or the Assuming Bank to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege by the Receiver, the Corporation, or the Assuming Bank under this Agreement, nor will any such waiver operate or be construed as a future waiver of such right, power or privilege under this Agreement.

13.11 **Severability**. If any provision of this Agreement is declared invalid or unenforceable, then, to the extent possible, all of the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

13.12 **Term of Agreement**. This Agreement shall continue in full force and effect until the sixth (6th) anniversary of Bank Closing; provided, that the provisions of Section 6.3 and 6.4 shall survive the expiration of the term of this Agreement. Provided, however, the receivership of the Failed Bank may be terminated prior to the expiration of the term of this Agreement; in such event, the guaranty of the Corporation, as provided in and in accordance with the provisions of Section 12.7 shall be in effect for the remainder of the term. Expiration of the term of this Agreement shall not affect any claim or liability of any party with respect to any (i) amount which is owing at the time of such expiration, regardless of when such amount becomes payable, and (ii) breach of this Agreement occurring prior to such expiration, regardless of when such breach is discovered.

13.13 **Survival of Covenants, Etc.** The covenants, representations, and warranties in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF: WASHINGTON MUTUAL BANK, HENDERSON, NEVADA

BY:_____

NAME: Mitchell L. Glassman
TITLE: Director

Attest:

_____

FEDERAL DEPOSIT INSURANCE CORPORATION

BY:_____

NAME: Mitchell L. Glassman
TITLE: Director

Attest:

_____

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

BY:

NAME: Brian A. Bessey
TITLE: Senior Vice President

Attest:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF: WASHINGTON MUTUAL BANK, HENDERSON, NEVADA

BY:

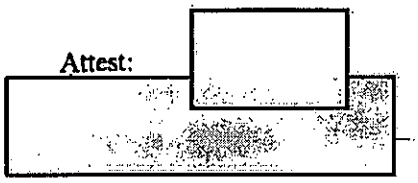
NAME: Mitchell L. Glassman
TITLE: Director

Attest:

FEDERAL DEPOSIT INSURANCE CORPORATION

BY

NAME: Mitchell L. Glassman
TITLE: Director

Attest: 

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

BY: _____

NAME: Brian A. Bessey
TITLE: Senior Vice President

Attest:

_____

SCHEDULE 2.1 - Certain Liabilities Not Assumed

1. Preferred stock and litigation pending against the Failed Bank related to liabilities retained by the receiver.

2. Subordinated debt.

3. Senior debt.

4. All employee benefit plans sponsored by the holding company of the Failed Bank except the tax-qualified pension and 401(k) plans and employee medical plan.

5. All management, employment, change-in-control, severance, unfunded deferred compensation and individual consulting agreements or plans (i) between the Failed Bank and its employees or (ii) maintained by the Failed Bank on behalf of its employees.

SCHEDULE 3.2 - Purchase Price of Assets

(a)	cash and receivables from depository institutions, including cash items in the process of collection, plus interest thereon:	Book Value
(b)	securities (exclusive of the capital stock of Acquired Subsidiaries), plus interest thereon:	Market Value
(c)	federal funds sold and repurchase agreements, if any, including interest thereon:	Book Value
(d)	Loans:	Book Value
(e)	Other Real Estate:	Book Value
(f)	credit card business, if any, including all outstanding extensions of credit:	Book Value
(g)	Safe Deposit Boxes and related business, safekeeping business and trust business, if any:	Book Value
(h)	Records and other documents:	Book Value
(i)	capital stock of any Acquired Subsidiaries:	Book Value
(j)	amounts owed to the Failed Bank by any Acquired Subsidiary:	Book Value
(k)	assets securing Deposits of public money, to the extent not otherwise purchased hereunder:	Book Value
(l)	Overdrafts of customers:	Book Value

(m)	rights, if any, with respect to Qualified Financial Contracts.	Market Value
(n)	rights of the Failed Bank to provide mortgage servicing for others and to have mortgage servicing provided to the Failed Bank by others and related contracts.	Book Value
(o)	Bank Premises:	Book Value
(p)	Furniture and Equipment:	Book Value
(q)	Fixtures:	Book Value

SCHEDULE 3.5 - Certain Assets Not Purchased

(1) Any Financial Institution Bonds, Banker's Blanket Bonds, surety bonds (except Court bonds required for retained litigation risk), Directors and Officers insurance, Professional Liability insurance, or related premium refund, unearned premium derived from cancellation, or any proceeds payable with respect to any of the foregoing. This shall exclude Commercial General Liability, International Liability, Commercial Automobile, Worker's Compensation, Employer's Liability, Umbrella and Excess Liability, Property, Mortgage Impairment and Mortgage Errors & Omissions, Lender-placed coverage, Private Mortgage Insurance, Boiler & Machinery, Terrorism, Mail, Storage Tank Liability, Marine Liability, Vessel Hull and Vessel Pollution (if marine assets are acquired), Aircraft Liability (if aircraft assets are acquired) insurance policies, proceeds and collateral related to, held or issued with respect to or in connection with any Asset (including Bank staff) acquired by the Assuming Bank under this Agreement, which such policies, proceeds and collateral are acquired Assets.

(2) any interest, right, action, claim, or judgment against (i) any officer, director, employee, accountant, attorney, or any other Person employed or retained by the Failed Bank or any Subsidiary of the Failed Bank on or prior to Bank Closing arising out of any act or omission of such Person in such capacity, (ii) any underwriter of financial institution bonds, banker's blanket bonds or any other insurance policy of the Failed Bank, (iii) any shareholder or holding company of the Failed Bank, or (iv) any other Person whose action or inaction may be related to any loss (exclusive of any loss resulting from such Person's failure to pay on a Loan made by the Failed Bank) incurred by the Failed Bank; provided, that for the purposes hereof, the acts, omissions or other events giving rise to any such claim shall have occurred on or before Bank Closing, regardless of when any such claim is discovered and regardless of whether any such claim is made with respect to a financial institution bond, banker's blanket bond, or any other insurance policy of the Failed Bank in force as of Bank Closing;

(3) leased Bank Premises and leased Furniture and Equipment and Fixtures and data processing equipment (including hardware and software) located on leased or owned Bank Premises, if any; provided, that the Assuming Bank does obtain an option under Section 4.6, Section 4.7 or Section 4.8, as the case may be, with respect thereto; and

(4) any criminal/restitution orders issued in favor of the Failed Bank;

EXHIBIT 3.2(c) – VALUATION OF CERTAIN QUALIFIED FINANCIAL CONTRACTS

A. Scope

Interest Rate Contracts - All interest rate swaps, forward rate agreements, interest rate futures, caps, collars and floors, whether purchased or written.

Option Contracts - All put and call option contracts, whether purchased or written, on marketable securities, financial futures, foreign currencies, foreign exchange or foreign exchange futures contracts.

Foreign Exchange Contracts - All contracts for future purchase or sale of foreign currencies, foreign currency or cross currency swap contracts, or foreign exchange futures contracts.

B. Exclusions

All financial contracts used to hedge assets and liabilities that are acquired by the Assuming Bank but are not subject to adjustment from Book Value.

C. Adjustment

The difference between the Book Value and market value as of Bank Closing.

D. Methodology

1. The price at which the Assuming Bank sells or disposes of Qualified Financial Contracts will be deemed to be the fair market value of such contracts, if such sale or disposition occurs at prevailing market rates within a predefined timetable as agreed upon by the Assuming Bank and the Receiver.

2. In valuing all other Qualified Financial Contracts, the following principles will apply:

   (i) All known cash flows under swaps or forward exchange contracts shall be present valued to the swap zero coupon interest rate curve.

   (ii) All valuations shall employ prices and interest rates based on the actual frequency of rate reset or payment.

   (iii) Each tranche of amortizing contracts shall be separately valued. The total value of such amortizing contract shall be the sum of the values of its component tranches.

(iv) For regularly traded contracts, valuations shall be at the midpoint of the bid and ask prices quoted by customary sources (e.g., The Wall Street Journal, Telerate, Reuters or other similar source) or regularly traded exchanges.

(v) For all other Qualified Financial Contracts where published market quotes are unavailable, the adjusted price shall be the average of the bid and ask price quotes from three (3) securities dealers acceptable to the Receiver and Assuming Bank as of Bank Closing. If quotes from securities dealers cannot be obtained, an appraiser acceptable to the Receiver and the Assuming Bank will perform a valuation based on modeling, correlation analysis, interpolation or other techniques, as appropriate.

DAVID D. PIPER, CASB No. 179889
david.piper@kyl.com
KRISTY H. SAMBOR, CASB No. 274452
kristy.sambor@kyl.com
KEESAL, YOUNG & LOGAN
A Professional Corporation
400 Oceangate
Long Beach, California 90802
Telephone: (562) 436-2000
Facsimile: (562) 436-7416

Attorneys for Defendants
JPMORGAN CHASE BANK, N.A., CALIFORNIA RECONVEYANCE COMPANY, and U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank of America, National Association as Trustee as successor by merger to LaSalle Bank, National Association as Trustee for WaMu Mortgage Pass-Through Certificates Series 2007-HY1

FILED
Superior Court of California
County of Los Angeles

JUN 08 2017

Sherri R. Carter, Executive Officer/Clerk
By _____ Deputy
Nancy Alvarez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HARRY M. FOX, as individual and as Trustee of the FOX LIVING TRUST, Plaintiff, vs. JP MORGAN CHASE BANK, N.A; US BANK, N.A.; Bank of America, NA; WaMu Mortgage Pass Through Certificates Series 2007-HY1 Trust California Reconveyance Company; Doe Defendants, Defendants.	Case No. BC602491 *Action Filed: November 25, 2015* **JOINT TRIAL STIPULATION RE ISSUES AND FACTS** *ASSIGNED FOR ALL PURPOSES TO:* *Judge Dalila Corral Lyons, Dept. 20*

Plaintiff HARRY M. FOX, as individual and as Trustee of the FOX LIVING TRUST and Defendants JPMORGAN CHASE BANK, N.A. ("Plaintiff") and Defendants JPMORGAN CHASE BANK, N.A. ("Chase"), CALIFORNIA RECONVEYANCE COMPANY ("CRC"), and U.S.

06/12/2017

BP Investigative Agency
Exhibit 12

2780 PK000426

BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank of America, National Association as Trustee as successor by merger to LaSalle Bank, National Association as Trustee for WaMu Mortgage Pass-Through Certificates Series 2007-HY1 ("U.S. Bank") (collectively, "Defendants") (Plaintiff and Defendants, together, the "Parties"), hereby submit this Joint Trial Stipulation re Facts and Issues.

The Parties stipulate to the following:

FACTS

1. ~~The loan was confirmed by an Adjustable Rate Note ("Note") dated December 6, 2006 and executed by Plaintiff.~~

2. Harry M. Fox entered into a financial transaction for the advancement of funds as a loan, for $690,000.

3. Plaintiff's loan was secured by a Deed of Trust ("DOT") encumbering Plaintiff's property.

4. The DOT is dated December 6, 2006 and was executed by Plaintiff.

5. The DOT was recorded on December 14, 2006 with the Los Angeles County Recorder's Office as instrument number 06-2777744.

6. CRC is identified as the trustee of Plaintiff's deed of trust.

7. JPMorgan Chase Bank, N.A. signed the modification agreement executed by Mr. Harry M. Fox as the "lender".

8. Investor Code A01 in the Loan Transfer History File represents WaMu Asset Acceptance Corporation.

9. Investor Code 369 in the Loan Transfer History File represents Washington Mutual Mortgage Securities Corporation.

10. JPMorgan Chase Bank, N.A. did not purchase the loan from the Federal Deposit Insurance Corporation.

11. ~~The DOT reflects that the lender can sell Plaintiff's loan at any time without notice to Plaintiff. Section 20 of the DOT provides that "[t]he note or a partial interest in the Note~~

06/27/2017

~~(together with this Security Instrument) can be sold one or more times without prior notice to Borrower."~~

12. ~~The PSA lists LaSalle Bank National Association ("LaSalle") as the trustee of the trust pool.~~

13. ~~The closing date of the PSA was January 24, 2007.~~

14. ~~Pursuant to a Certificate issued by the Comptroller of the Currency, Bank of America National Association ("BoA") succeeded LaSalle as trustee for the trust pool, effective October 17, 2008.~~

15. ~~Pursuant to the Purchase Agreement dated November 11, 2010, U.S. Bank succeeded BoA as trustee for the trust pool.~~

16. ~~U.S. Bank is the trustee of the trust pool.~~

17. ~~On March 14, 2011, a Notice of Default and Election to Sell Under Deed of Trust ("NOD") was recorded on Plaintiff's property.~~

18. ~~The NOD was recorded with the Los Angeles County Recorder's Office as instrument number 20110383735.~~

19. ~~The NOD bears a Declaration of Compliance regarding California Civil Code § 2923.5(b) that Chase had contacted the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure.~~

20. ~~At his deposition on March 10, 2017, Plaintiff testified about when he discovered that Chase improperly reported his interest payments for the years 2011, 2012, and 2013. Plaintiff admitted that he discovered the allegedly improper reporting for 2011 in the beginning of 2012, the allegedly improper reporting for 2012 in the beginning of 2013, and the allegedly improper reporting for 2013 in the beginning of 2014.~~

21. ~~At the time the Note and DOT were executed, neither Chase nor U.S. Bank had any involvement in Plaintiff's loan.~~

22. ~~GRC was the trustee of Plaintiff's loan.~~

06/12/2017

2782 PK000428

OTHER

1. The Parties stipulate to Local Rule 3.49(c): "Stay of Execution. In the event of a judgment in favor of the plaintiff, a stay of execution may be issued to be effective for a period of ten days after determination of a motion for a new trial or until ten days after expiration of the time to file notice of intention to move for a new trial."

IT IS SO STIPULATED.

DATED: June 7, 2017

RONALD H. FRESHMAN
LAW OFFICE OF RONALD H. FRESHMAN
Attorneys for Plaintiff
HARRY M. FOX, as individual and as Trustee of the FOX LIVING TRUST

DATED: June 7, 2017

DAVID D. PIPER
KRISTY H. SAMBOR
KEESAL, YOUNG & LOGAN
Attorneys for Defendants
JPMORGAN CHASE BANK, N.A., CALIFORNIA RECONVEYANCE COMPANY, and U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank of America, National Association as Trustee as successor by merger to LaSalle Bank, National Association as Trustee for WaMu Mortgage Pass-Through Certificates Series 2007-HY1

06/12/2017

Law Offices of Ronald H. Freshman
2372 SE Bristol Street, 2nd Floor
Newport Beach, CA 92660
Tel. (858) 756-8288

06/12/2017

PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 2372 SE Bristol Street, 2nd Floor, Newport Beach, California 92660. On June 7, 2017, I served the within **JOINT STIPULATION RE ISSUES AND FACTS** the interested parties in said action by placing the original a true copy thereof, enclosed in a served envelope and addressed as follows:

Kristy Sambor. Esq.
Kristy.SamborOkyl.com
KEESAL, YOUNG & LOGAN, APC
400 Oceangate
Long Beach, CA 90802
Tel: (562) 436-2000
Fax: (562) 436-7416
Attorneys for **Defendants, JP MORGAN CHASE BANK, N.A; US BANK, N.A.; BANK OF AMERICA, NA; WAMU MORTGAGE PASS THROUGH CERTIFICATES SERIES 2007-HY1 TRUST**

____BY UNITED STATES MAIL, I am "readily familiar" with the practice of collection and processing correspondence for mailing. Under that practice, it would be deposited in a box or other facility regularly maintained by the United States Postal Service with First-Class postage thereon fully prepaid that same day at Newport Beach, California, in the ordinary course of business.

_X__ OVERNIGHT DELIVERY – I deposited such envelope for collection and delivery by GSO Overnight with delivery fees paid or provided for in accordance with ordinary business practices. Packages for overnight delivery by GSO Overnight are deposited with a facility regularly maintained by GSO Overnight for receipt on the same day in the ordinary course of business.

____BY PERSONAL SERVICE, I caused to be delivered such envelope by hand to the offices of the addressee.
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Dated: June 7, 2017

Melissa Alvarez, Declarant

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION

IN RE:	
MATTHEW J. SCHIEFER,	Docket No. 5:13-BK-73404
AND	5:14-AP-07061
LINDA L. SCHIEFER,	Fayetteville, Arkansas
DEBTORS.	September 28, 2015
SCHIEFER, ET AL,	1:01 P.M.
PLAINTIFFS,	
VS.	
WELLS FARGO BANK, N.A.,	
DEFENDANT.	

TRANSCRIPT OF

HEARING IN ADVERSARY PROCEEDING

BEFORE THE HONORABLE BEN T. BARRY

UNITED STATES BANKRUPTCY JUDGE

ELECTRONIC COURT RECORDER-OPERATOR: Ms. Angie Carter

Transcription Service: Robin Warbritton
P.O. Box 262
Vilonia, AR 72173
(501) 796-6560

PROCEEDINGS RECORDED BY ELECTRONIC SOUND RECORDING.

TRANSCRIPT PRODUCED BY TRANSCRIPTION SERVICE.

Entered on Docket: October 16, 2015

BP Investigative Agency
Exhibit 13

FDIC
Federal Deposit Insurance Corporation
550 17th Street, NW, Washington, DC 20429-9990
Legal Division

March 30, 2017

[redacted]
[redacted] Capital
[redacted]
Norwalk, Connecticut 06850

RE: FDIC FOIA Request Log Number 17-0176

Dear Mr. [redacted]:

This is our final response to your March 10, 2017 Freedom of Information Act (FOIA) request for

> an electronic copy of the Proforma Statement of Condition indicating all assets and liabilities of the Failed Bank and an electronic database of all loans, deposits, and subsidiaries and other business combinations owned by the Failed Bank as of Bank Closing, as required and identified below under ARTICLE VIII on pages 20 -21 of the WAMU P&A Agreement dated 9-25-2008 that was to be delivered to the Receiver after the Bank Closing by the Assuming Bank.

More particularly, you stated that:

> We are seeking in this FOIA the two reports that were contractually obligated to be delivered to the Receiver as described on under ARTICLE VIII on pages 20 - 21 of the WAMU P&A Agreement dated 9-25-2008, that were to be generated "as soon as practical after Bank Closing". If said reports were not generated and provided to the Receiver, in breach of the terms of the WAMU P&A Agreement dated 9-25-2008, please indicate that they were in fact not presented to the Receiver by the Assuming Bank. If said reports were presented to the Receiver in accordance with the terms and conditions of the WAMU P&A Agreement dated 9-25-2008, we would request an electronic copy of both of the complete reports referenced in Article VIII on page 20 and 21.[1]

Our records search has been completed. No responsive records have been located.[2]

---

[1] Your request further described the information as follows: "Stated in ARTICLE VIII on pages 20 -21 of the WAMU P&A Agreement dated 9-25-2008, the following reports issued from the Assuming Bank and presented to the Receiver as soon as practical after Bank Closing: 1) Assuming Bank shall provide to the Receiver A Proforma Statement of Condition indicating all assets and liabilities of the Failed Bank as shown on the Failed Bank's books and records as of Bank Closing and reflecting which assets and liabilities are passing to the Assuming Bank and which assets and liabilities are to be retained by the Receiver. 2) Assuming Bank is to provide to the Receiver, in a standard data request as defined by the Receiver an electronic database of all loans, deposits, and subsidiaries and other business combinations owned by the Failed Bank as of Bank Closing"

[2] You said that "If said reports were not generated and provided to the Receiver...please indicate that they were in fact not presented to the Receiver by the Assuming Bank." The FOIA requires that an agency perform a records search reasonably calculated to lead to the retrieval of all responsive information and that an agency explain the

BP Investigative Agency
Exhibit 14

The processing of this request now has been completed.

I have enclosed an Invoice for the billable costs ($124.50).

You may contact me (telephone: 703-562-2039; email: jsussman@fdic.gov) or our FOIA Public Liaison, Acting FDIC Ombudsman Gordon Talbot, by email at GTalbot@fdic.gov or telephone at 703-562-6046, for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, email at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

If you are not satisfied with the response to this request, you may administratively appeal by writing to the FDIC's General Counsel. Your appeal must be postmarked or electronically transmitted within 90 days of the date of the response to your request. Your appeal should be addressed to the FOIA/PA Group, Legal Division, FDIC, 550 17th Street, N.W., Washington, D.C. 20429. Please refer to the log number and include any additional information that you would like the General Counsel to consider.

Sincerely,

/signed/

Jerry Sussman, Senior FOIA Specialist
FOIA/Privacy Act Group

Enclosure:
Invoice - $124.50

---

reason for the non-production of any of the requested information. We have done so. However, the FOIA does not require that an agency undertake research, write narrative responses to questions, or "indicate" whether or not records were or were not presented. Therefore, we are not able to respond to this portion of your request.

BP Investigative Agency
Exhibit 15

278 PK00434

CHASE

Heritage Indicator	Collateral Key	Borrower Name	Property State	County	County	Account
WAMU	[redacted]5464	[redacted]	CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464		CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464		CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464		CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464		CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464		CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464		CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464		CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464		CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464		CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464		CA	001	001	WAMU-PORTFOLIO

Nov 10, 2015

Production Stage Code	Collateral Status Description	Track Location Description	Doctype Code	Doctype Description
VC	On-Hand	chase custody	1556	1556 - Foreclosure Collateral File
VC	On-Hand	chase custody	AONP	AFFIDAVIT OF NOTE POSSESSION
VC	On-Hand	chase custody	AONP	AFFIDAVIT OF NOTE POSSESSION
VC	On-Hand	chase custody	ASSV	01ASGN TO SVCR
VC	On-Hand	chase custody	MODA	01MODIF. AGRMNT.
VC	On-Hand	chase custody	MORT	MORTGAGE
VC	On-Hand	chase custody	MRG1	MERGER 1
VC	On-Hand	chase custody	NEN1	NOTE ENDORSEMENT 1
VC	On-Hand	chase custody	NEN1	NOTE ENDORSEMENT 1
VC	On-Hand	chase custody	NOTE	NOTE INSTRUMENT
VC	On-Hand	chase custody	TPOL	01TITLE POLICY

(2790 PK000436

Document Notation	Document Status Code	Doc Track Loc Desc	Document Deposit Date	Doc Release Date	Exception Code
	On-Hand	chase custody	Mar 2, 2012 9:21:32 AM		
AFFIDAVIT OF NOTE POSSESSION	On-Hand	chase custody	Jun 30, 2015 9:08:46 AM		ORIG
AFFIDAVIT OF NOTE POSSESSION	On-Hand	chase custody	Jun 30, 2015 9:08:46 AM		SWRN
WAMU TO JPMCB NA	On-Hand	chase custody	Feb 3, 2015 5:54:17 PM		
09/01/08 1,303,633.83	On-Hand	chase custody	Jul 18, 2009 7:29:36 AM		ORIG
RECORDED ORIGINAL	On-Hand	chase custody	Jul 18, 2009 6:49:58 AM		ORIG
WAMU TO CHASE	On-Hand	chase custody	Feb 24, 2012 12:15:08 AM		ORIG
WAMU TO BLANK	On-Hand	chase custody	Feb 24, 2012 12:14:49 AM		FACS
WAMU TO BLANK	On-Hand	chase custody	Feb 24, 2012 12:14:49 AM		ORIG
	On-Hand	chase custody	Jul 18, 2009 6:49:59 AM		ORIG
	On-Hand	chase custody	Oct 19, 2009 7:48:58 PM		

Exception Code Description	Exception Notation	Exception Add Date & Time	Employee Name	Paid Date	Ship Date
ORIGINAL		Jun 30, 2015 9:07:06 AM			
SWORN DOCUMENT	AONP(LEGAL 5/22/15)V4	Jun 30, 2015 9:07:06 AM			
ORIGINAL		Feb 24, 2012 12:19:04 AM			
ORIGINAL		Feb 24, 2012 12:17:21 AM			
ORIGINAL		Feb 24, 2012 12:15:11 AM			
FACSIMILE SIGNATURE		Oct 28, 2014 4:08:57 PM			
ORIGINAL		Feb 24, 2012 12:14:51 AM			
ORIGINAL		Feb 24, 2012 12:14:32 AM	Shamica Staten (E642171)		

2792-PK000438

Default Document and Exception Report

e	Release Code	Release Notation	Docket	Image Date
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012

12:57:07 PM

CHASE

Heritage Indicator	Collateral Key	Borrower Name	Property State	County	County	Account
WAMU	[redacted]5464	BURKE SEAN K	CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464	BURKE SEAN K	CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464	BURKE SEAN K	CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464	BURKE SEAN K	CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464	BURKE SEAN K	CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464	BURKE SEAN K	CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464	BURKE SEAN K	CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464	BURKE SEAN K	CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464	BURKE SEAN K	CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464	BURKE SEAN K	CA	001	001	WAMU-PORTFOLIO
WAMU	[redacted]5464	BURKE SEAN K	CA	001	001	WAMU-PORTFOLIO

Nov 10, 2015

2794 PK000440

Production Stage Code	Collateral Status Description	Track Location Description	Doctype Code	Doctype Description
VC	On-Hand	chase custody	1556	1556 - Foreclosure Collateral File
VC	On-Hand	chase custody	AONP	AFFIDAVIT OF NOTE POSSESSION
VC	On-Hand	chase custody	AONP	AFFIDAVIT OF NOTE POSSESSION
VC	On-Hand	chase custody	ASSV	01ASGN TO SVCR
VC	On-Hand	chase custody	MODA	01MODIF. AGRMNT.
VC	On-Hand	chase custody	MORT	MORTGAGE
VC	On-Hand	chase custody	MRG1	MERGER 1
VC	On-Hand	chase custody	NEN1	NOTE ENDORSEMENT 1
VC	On-Hand	chase custody	NEN1	NOTE ENDORSEMENT 1
VC	On-Hand	chase custody	NOTE	NOTE INSTRUMENT
VC	On-Hand	chase custody	TPOL	01TITLE POLICY

2795 PK000441

Document Notation	Document Status Code	Doc Track Loc Desc	Document Deposit Date	Doc Release Date	Exception Code
	On-Hand	chase custody	Mar 2, 2012 9:21:32 AM		
AFFIDAVIT OF NOTE POSSESSION	On-Hand	chase custody	Jun 30, 2015 9:06:46 AM		ORIG
AFFIDAVIT OF NOTE POSSESSION	On-Hand	chase custody	Jun 30, 2015 9:06:46 AM		SWRN
WAMU TO JPMCB NA	On-Hand	chase custody	Feb 3, 2015 5:54:17 PM		
09/01/08 1,303,633.83	On-Hand	chase custody	Jul 18, 2009 7:29:36 AM		ORIG
RECORDED ORIGINAL	On-Hand	chase custody	Jul 18, 2009 6:49:58 AM		ORIG
WAMU TO CHASE	On-Hand	chase custody	Feb 24, 2012 12:15:08 AM		ORIG
WAMU TO BLANK	On-Hand	chase custody	Feb 24, 2012 12:14:49 AM		FACS
WAMU TO BLANK	On-Hand	chase custody	Feb 24, 2012 12:14:49 AM		ORIG
	On-Hand	chase custody	Jul 18, 2009 6:49:59 AM		ORIG
	On-Hand	chase custody	Oct 19, 2009 7:48:58 PM		

Exception Code Description	Exception Notation	Exception Add Date & Time	Employee Name	Pend Date	Ship Date
ORIGINAL		Jun 30, 2015 9:07:06 AM			
SWORN DOCUMENT	AONP(LEGAL 5/22/15)V4	Jun 30, 2015 9:07:06 AM			
ORIGINAL		Feb 24, 2012 12:19:04 AM			
ORIGINAL		Feb 24, 2012 12:17:21 AM			
ORIGINAL		Feb 24, 2012 12:15:11 AM			
FACSIMILE SIGNATURE		Oct 28, 2014 4:08:57 PM			
ORIGINAL		Feb 24, 2012 12:14:51 AM			
ORIGINAL		Feb 24, 2012 12:14:32 AM	Shamica Staten (E642471)		

2797PK000443

Default Document and Exception Report

e	Release Code	Release Notation	Docket	Image Date
				02/28/2012
				02/28/2012
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				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012
				02/28/2012

12:57:07 PM

UNITED STATES OF AMERICA
DEPARTMENT OF THE TREASURY
COMPTROLLER OF THE CURRENCY

In the Matter of:	AA-EC-11-15
JPMorgan Chase Bank, N.A. New York, NY	

CONSENT ORDER

The Comptroller of the Currency of the United States of America ("Comptroller"), through his national bank examiners and other staff of the Office of the Comptroller of the Currency ("OCC"), as part of an interagency horizontal review of major residential mortgage servicers, has conducted an examination of the residential real estate mortgage foreclosure processes of JPMorgan Chase Bank, N.A., New York, New York ("Bank"). The OCC has identified certain deficiencies and unsafe or unsound practices in residential mortgage servicing and in the Bank's initiation and handling of foreclosure proceedings. The OCC has informed the Bank of the findings resulting from the examination.

The Bank, by and through its duly elected and acting Board of Directors ("Board"), has executed a "Stipulation and Consent to the Issuance of a Consent Order," dated April 13, 2011 ("Stipulation and Consent"), that is accepted by the Comptroller. By this Stipulation and Consent, which is incorporated by reference, the Bank has consented to the issuance of this Consent Cease and Desist Order ("Order") by the Comptroller. The Bank has committed to taking all necessary and appropriate steps to remedy the deficiencies and unsafe or unsound practices identified by the OCC, and to enhance the Bank's residential mortgage servicing and

BP Investigative Agency
Exhibit 17

foreclosure processes. The Bank has begun implementing procedures to remediate the practices addressed in this Order.

ARTICLE I

COMPTROLLER'S FINDINGS

The Comptroller finds, and the Bank neither admits nor denies, the following:

(1) The Bank is among the largest servicers of residential mortgages in the United States, and services a portfolio of 6,300,000 residential mortgage loans. During the recent housing crisis, a substantially large number of residential mortgage loans serviced by the Bank became delinquent and resulted in foreclosure actions. The Bank's foreclosure inventory grew substantially from 2008 through 2010.

(2) In connection with certain foreclosures of loans in its residential mortgage servicing portfolio, the Bank:

(a) filed or caused to be filed in state and federal courts affidavits executed by its employees or employees of third-party service providers making various assertions, such as ownership of the mortgage note and mortgage, the amount of the principal and interest due, and the fees and expenses chargeable to the borrower, in which the affiant represented that the assertions in the affidavit were made based on personal knowledge or based on a review by the affiant of the relevant books and records, when, in many cases, they were not based on such personal knowledge or review of the relevant books and records;

(b) filed or caused to be filed in state and federal courts, or in local land records offices, numerous affidavits or other mortgage-related documents that were not properly notarized, including those not signed or affirmed in the presence of a notary;

(c) litigated foreclosure proceedings and initiated non-judicial foreclosure proceedings without always ensuring that either the promissory note or the mortgage document were properly endorsed or assigned and, if necessary, in the possession of the appropriate party at the appropriate time;

(d) failed to devote sufficient financial, staffing and managerial resources to ensure proper administration of its foreclosure processes;

(e) failed to devote to its foreclosure processes adequate oversight, internal controls, policies, and procedures, compliance risk management, internal audit, third party management, and training; and

(f) failed to sufficiently oversee outside counsel and other third-party providers handling foreclosure-related services.

(3) By reason of the conduct set forth above, the Bank engaged in unsafe or unsound banking practices.

Pursuant to the authority vested in him by the Federal Deposit Insurance Act, as amended, 12 U.S.C. §1818(b), the Comptroller hereby ORDERS that:

ARTICLE II

COMPLIANCE COMMITTEE

(1) The Board shall maintain a Compliance Committee of at least three (3) directors, of which at least two (2) may not be employees or officers of the Bank or any of its subsidiaries or affiliates. In the event of a change of the membership, the name of any new member shall be submitted to the Examiner-in-Charge for Large Bank Supervision at the Bank ("Examiner-in-Charge"). The Compliance Committee shall be responsible for monitoring and coordinating the

Bank's compliance with the provisions of this Order. The Compliance Committee shall meet at least monthly and maintain minutes of its meetings.

(2) Within ninety (90) days of this Order, and within thirty (30) days after the end of each quarter thereafter, the Compliance Committee shall submit a written progress report to the Board setting forth in detail actions taken to comply with each Article of this order, and the results and status of those actions.

(3) The Board shall forward a copy of the Compliance Committee's report, with any additional comments by the Board, to the Deputy Comptroller for Large Bank Supervision ("Deputy Comptroller") and the Examiner-in-Charge within ten (10) days of receiving such report.

ARTICLE III

COMPREHENSIVE ACTION PLAN

(1) Within sixty (60) days of this Order, the Bank shall submit to the Deputy Comptroller and the Examiner-in-Charge an acceptable plan containing a complete description of the actions that are necessary and appropriate to achieve compliance with Articles IV through XII of this Order ("Action Plan"). In the event the Deputy Comptroller asks the Bank to revise the Action Plan, the Bank shall promptly make the requested revisions and resubmit the Action Plan to the Deputy Comptroller and the Examiner-in-Charge. Following acceptance of the Action Plan by the Deputy Comptroller, the Bank shall not take any action that would constitute a significant deviation from, or material change to, the requirements of the Action Plan or this Order, unless and until the Bank has received a prior written determination of no supervisory objection from the Deputy Comptroller.

(2) The Board shall ensure that the Bank achieves and thereafter maintains compliance with this Order, including, without limitation, successful implementation of the Action Plan. The Board shall further ensure that, upon implementation of the Action Plan, the Bank achieves and maintains effective mortgage servicing, foreclosure, and loss mitigation activities (as used herein, the phrase "loss mitigation" shall include, but not be limited to, activities related to special forbearances, modifications, short refinances, short sales, cash-for-keys, and deeds-in-lieu of foreclosure and be referred to as either "Loss Mitigation" or "Loss Mitigation Activities"), as well as associated risk management, compliance, quality control, audit, training, staffing, and related functions. In order to comply with these requirements, the Board shall:

(a) require the timely reporting by Bank management of such actions directed by the Board to be taken under this Order;

(b) follow-up on any non-compliance with such actions in a timely and appropriate manner; and

(c) require corrective action be taken in a timely manner for any non-compliance with such actions.

(3) The Action Plan shall address, at a minimum:

(a) financial resources to develop and implement an adequate infrastructure to support existing and/or future Loss Mitigation and foreclosure activities and ensure compliance with this Order;

(b) organizational structure, managerial resources, and staffing to support existing and/or future Loss Mitigation and foreclosure activities and ensure compliance with this Order;

(c) metrics to measure and ensure the adequacy of staffing levels relative to existing and/or future Loss Mitigation and foreclosure activities, such as limits for the number of loans assigned to a Loss Mitigation employee, including the single point of contact as hereinafter defined, and deadlines to review loan modification documentation, make loan modification decisions, and provide responses to borrowers;

(d) governance and controls to ensure compliance with all applicable federal and state laws (including the U.S. Bankruptcy Code and the Servicemembers Civil Relief Act ("SCRA")), rules, regulations, and court orders and requirements, as well as the Membership Rules of MERSCORP, servicing guides of the Government Sponsored Enterprises ("GSEs") or investors, including those with the Federal Housing Administration and those required by the Home Affordable Modification Program ("HAMP"), and loss share agreements with the Federal Deposit Insurance Corporation (collectively "Legal Requirements"), and the requirements of this Order.

(4) The Action Plan shall specify timelines for completion of each of the requirements of Articles IV through XII of this Order. The timelines in the Action Plan shall be consistent with any deadlines set forth in this Order.

ARTICLE IV

COMPLIANCE PROGRAM

(1) Within sixty (60) days of this Order, the Bank shall submit to the Deputy Comptroller and the Examiner-in-Charge an acceptable compliance program to ensure that the mortgage servicing and foreclosure operations, including Loss Mitigation and loan modification, comply with all applicable Legal Requirements, OCC supervisory guidance, and the

requirements of this Order and are conducted in a safe and sound manner ("Compliance Program"). The Compliance Program shall be implemented within one hundred twenty (120) days of this Order. Any corrective action timeframe in the Compliance Program that is in excess of one hundred twenty (120) days must be approved by the Examiner-in-Charge. The Compliance Program shall include, at a minimum:

(a) appropriate written policies and procedures to conduct, oversee, and monitor mortgage servicing, Loss Mitigation, and foreclosure operations;

(b) processes to ensure that all factual assertions made in pleadings, declarations, affidavits, or other sworn statements filed by or on behalf of the Bank are accurate, complete, and reliable; and that affidavits and declarations are based on personal knowledge or a review of the Bank's books and records when the affidavit or declaration so states;

(c) processes to ensure that affidavits filed in foreclosure proceedings are executed and notarized in accordance with state legal requirements and applicable guidelines, including jurat requirements;

(d) processes to review and approve standardized affidavits and declarations for each jurisdiction in which the Bank files foreclosure actions to ensure compliance with applicable laws, rules and court procedures;

(e) processes to ensure that the Bank has properly documented ownership of the promissory note and mortgage (or deed of trust) under applicable state law, or is otherwise a proper party to the action (as a result of agency or other similar status) at all stages of foreclosure and bankruptcy litigation, including appropriate transfer and delivery of endorsed notes and assigned mortgages or deeds of trust at the formation of a residential mortgage-backed security,

and lawful and verifiable endorsement and successive assignment of the note and mortgage or deed of trust to reflect all changes of ownership;

(f) processes to ensure that a clear and auditable trail exists for all factual information contained in each affidavit or declaration, in support of each of the charges that are listed, including whether the amount is chargeable to the borrower and/or claimable by the investor;

(g) processes to ensure that foreclosure sales (including the calculation of the default period, the amounts due, and compliance with notice requirements) and post-sale confirmations are in accordance with the terms of the mortgage loan and applicable state and federal law requirements;

(h) processes to ensure that all fees, expenses, and other charges imposed on the borrower are assessed in accordance with the terms of the underlying mortgage note, mortgage, or other customer authorization with respect to the imposition of fees, charges, and expenses, and in compliance with all applicable Legal Requirements and OCC supervisory guidance;

(i) processes to ensure that the Bank has the ability to locate and secure all documents, including the original promissory notes if required, necessary to perform mortgage servicing, foreclosure and Loss Mitigation, or loan modification functions;

(j) ongoing testing for compliance with applicable Legal Requirements and OCC supervisory guidance that is completed by qualified persons with requisite knowledge and ability (which may include internal audit) who are independent of the Bank's business lines;

(k) measures to ensure that policies, procedures, and processes are updated on an ongoing basis as necessary to incorporate any changes in applicable Legal Requirements and OCC supervisory guidance;

(l) processes to ensure the qualifications of current management and supervisory personnel responsible for mortgage servicing and foreclosure processes and operations, including collections, Loss Mitigation and loan modification, are appropriate and a determination of whether any staffing changes or additions are needed;

(m) processes to ensure that staffing levels devoted to mortgage servicing and foreclosure processes and operations, including collections, Loss Mitigation, and loan modification, are adequate to meet current and expected workload demands;

(n) processes to ensure that workloads of mortgage servicing, foreclosure and Loss Mitigation, and loan modification personnel, including single point of contact personnel as hereinafter defined, are reviewed and managed. Such processes, at a minimum, shall assess whether the workload levels are appropriate to ensure compliance with the requirements of Article IX of this Order, and necessary adjustments to workloads shall promptly follow the completion of the reviews. An initial review shall be completed within ninety (90) days of this Order, and subsequent reviews shall be conducted semi-annually;

(o) processes to ensure that the risk management, quality control, audit, and compliance programs have the requisite authority and status within the organization so that appropriate reviews of the Bank's mortgage servicing, Loss Mitigation, and foreclosure activities and operations may occur and deficiencies are identified and promptly remedied;

(p) appropriate training programs for personnel involved in mortgage servicing and foreclosure processes and operations, including collections, Loss Mitigation, and loan modification, to ensure compliance with applicable Legal Requirements and supervisory guidance; and

(q) appropriate procedures for customers in bankruptcy, including a prohibition on collection of fees in violation of bankruptcy's automatic stay (11 U.S.C. § 362), the discharge injunction (11 U.S.C. § 524), or any applicable court order.

ARTICLE V

THIRD PARTY MANAGEMENT

(1) Within sixty (60) days of this Order, the Bank shall submit to the Deputy Comptroller and the Examiner-in-Charge acceptable policies and procedures for outsourcing foreclosure or related functions, including Loss Mitigation and loan modification, and property management functions for residential real estate acquired through or in lieu of foreclosure, to any agent, independent contractor, consulting firm, law firm (including local counsel in foreclosure or bankruptcy proceedings retained to represent the interests of the owners of mortgages), property management firm, or other third-party (including any affiliate of the Bank) ("Third-Party Providers"). Third-party management policies and procedures shall be implemented within one hundred twenty (120) days of this Order. Any corrective action timetable that is in excess of one hundred twenty (120) days must be approved by the Examiner-in-Charge. The policies and procedures shall include, at a minimum:

(a) appropriate oversight to ensure that Third-Party Providers comply with all applicable Legal Requirements, OCC supervisory guidance (including applicable portions of OCC Bulletin 2001-47), and the Bank's policies and procedures;

(b) measures to ensure that all original records transferred from the Bank to Third-Party Providers (including the originals of promissory notes and mortgage documents) remain within the custody and control of the Third-Party Provider (unless filed with the

appropriate court or the loan is otherwise transferred to another party), and are returned to the Bank or designated custodians at the conclusion of the performed service, along with all other documents necessary for the Bank's files, and that the Bank retains imaged copies of significant documents sent to Third-Party Providers;

(c) measures to ensure the accuracy of all documents filed or otherwise utilized on behalf of the Bank or the owners of mortgages in any judicial or non-judicial foreclosure proceeding, related bankruptcy proceeding, or in other foreclosure-related litigation, including, but not limited to, documentation sufficient to establish ownership of the promissory note and/or right to foreclose at the time the foreclosure action is commenced;

(d) processes to perform appropriate due diligence on potential and current Third-Party Provider qualifications, expertise, capacity, reputation, complaints, information security, document custody practices, business continuity, and financial viability, and to ensure adequacy of Third-Party Provider staffing levels, training, work quality, and workload balance;

(e) processes to ensure that contracts provide for adequate oversight, including requiring Third-Party Provider adherence to Bank foreclosure processing standards, measures to enforce Third-Party Provider contractual obligations, and processes to ensure timely action with respect to Third-Party Provider performance failures;

(f) processes to ensure periodic reviews of Third-Party Provider work for timeliness, competence, completeness, and compliance with all applicable Legal Requirements and supervisory guidance, and to ensure that foreclosures are conducted in a safe and sound manner;

(g) processes to review customer complaints about Third-Party Provider services;

(h) processes to prepare contingency and business continuity plans that ensure the continuing availability of critical third-party services and business continuity of the Bank, consistent with federal banking agency guidance, both to address short-term and long-term service disruptions and to ensure an orderly transition to new service providers should that become necessary;

(i) a review of fee structures for Third-Party Providers to ensure that the method of compensation considers the accuracy, completeness, and legal compliance of foreclosure filings and is not based solely on increased foreclosure volume and/or meeting processing timelines; and

(j) a certification process for law firms (and recertification of existing law firm providers) that provide residential mortgage foreclosure and bankruptcy services for the Bank, on a periodic basis, as qualified to serve as Third-Party Providers to the Bank including that attorneys are licensed to practice in the relevant jurisdiction and have the experience and competence necessary to perform the services requested.

ARTICLE VI

MORTGAGE ELECTRONIC REGISTRATION SYSTEM

(1) Within sixty (60) days of this Order, the Bank shall submit to the Deputy Comptroller and the Examiner-in-Charge an acceptable plan to ensure appropriate controls and oversight of the Bank's activities with respect to the Mortgage Electronic Registration System ("MERS") and compliance with MERSCORP's membership rules, terms, and conditions ("MERS Requirements") ("MERS Plan"). The MERS Plan shall be implemented within one hundred twenty (120) days of this Order. Any corrective action timetable that is in excess of one

hundred twenty (120) days must be approved by the Examiner-in-Charge. The MERS Plan shall include, at a minimum:

(a) processes to ensure that all mortgage assignments and endorsements with respect to mortgage loans serviced or owned by the Bank out of MERS' name are executed only by a certifying officer authorized by MERS and approved by the Bank;

(b) processes to ensure that all other actions that may be taken by MERS certifying officers (with respect to mortgage loans serviced or owned by the Bank) are executed by a certifying officer authorized by MERS and approved by the Bank;

(c) processes to ensure that the Bank maintains up-to-date corporate resolutions from MERS for all Bank employees and third-parties who are certifying officers authorized by MERS, and up-to-date lists of MERS certifying officers;

(d) processes to ensure compliance with all MERS Requirements and with the requirements of the MERS Corporate Resolution Management System ("CRMS");

(e) processes to ensure the accuracy and reliability of data reported to MERSCORP, including monthly system-to-system reconciliations for all MERS mandatory reporting fields, and daily capture of all rejects/warnings reports associated with registrations, transfers, and status updates on open-item aging reports. Unresolved items must be maintained on open-item aging reports and tracked until resolution. The Bank shall determine and report whether the foreclosures for loans serviced by the Bank that are currently pending in MERS' name are accurate and how many are listed in error, and describe how and by when the data on the MERSCORP system will be corrected; and

(f) an appropriate MERS quality assurance workplan, which clearly describes all tests, test frequency, sampling methods, responsible parties, and the expected process for open-

item follow-up, and includes an annual independent test of the control structure of the system-to-system reconciliation process, the reject/warning error correction process, and adherence to the Bank's MERS Plan.

(2) The Bank shall include MERS and MERSCORP in its third-party vendor management process, which shall include a detailed analysis of potential vulnerabilities, including information security, business continuity, and vendor viability assessments.

ARTICLE VII

FORECLOSURE REVIEW

(1) Within forty-five (45) days of this Order, the Bank shall retain an independent consultant acceptable to the Deputy Comptroller and the Examiner-in-Charge to conduct an independent review of certain residential foreclosure actions regarding individual borrowers with respect to the Bank's mortgage servicing portfolio. The review shall include residential foreclosure actions or proceedings (including foreclosures that were in process or completed) for loans serviced by the Bank, whether brought in the name of the Bank, the investor, the mortgage note holder, or any agent for the mortgage note holder (including MERS), that have been pending at any time from January 1, 2009 to December 31, 2010, as well as residential foreclosure sales that occurred during this time period ("Foreclosure Review").

(2) Within fifteen (15) days of the engagement of the independent consultant described in this Article, but prior to the commencement of the Foreclosure Review, the Bank shall submit to the Deputy Comptroller and the Examiner-in-Charge for approval an engagement letter that sets forth:

(a) the methodology for conducting the Foreclosure Review, including: (i) a description of the information systems and documents to be reviewed, including the selection of criteria for cases to be reviewed; (ii) the criteria for evaluating the reasonableness of fees and penalties; (iii) other procedures necessary to make the required determinations (such as through interviews of employees and third parties and a process for submission and review of borrower claims and complaints); and (iv) any proposed sampling techniques. In setting the scope and review methodology under clause (i) of this sub-paragraph, the independent consultant may consider any work already done by the Bank or other third-parties on behalf of the Bank. The engagement letter shall contain a full description of the statistical basis for the sampling methods chosen, as well as procedures to increase the size of the sample depending on results of the initial sampling;

(b) expertise and resources to be dedicated to the Foreclosure Review;

(c) completion of the Foreclosure Review within one hundred twenty (120) days from approval of the engagement letter; and

(d) a written commitment that any workpapers associated with the Foreclosure Review shall be made available to the OCC immediately upon request.

(3) The purpose of the Foreclosure Review shall be to determine, at a minimum:

(a) whether at the time the foreclosure action was initiated or the pleading or affidavit filed (including in bankruptcy proceedings and in defending suits brought by borrowers), the foreclosing party or agent of the party had properly documented ownership of the promissory note and mortgage (or deed of trust) under relevant state law, or was otherwise a proper party to the action as a result of agency or similar status;

(b) whether the foreclosure was in accordance with applicable state and federal law, including but not limited to the SCRA and the U.S. Bankruptcy Code;

(c) whether a foreclosure sale occurred when an application for a loan modification or other Loss Mitigation was under consideration; when the loan was performing in accordance with a trial or permanent loan modification; or when the loan had not been in default for a sufficient period of time to authorize foreclosure pursuant to the terms of the mortgage loan documents and related agreements;

(d) whether, with respect to non-judicial foreclosures, the procedures followed with respect to the foreclosure sale (including the calculation of the default period, the amounts due, and compliance with notice periods) and post-sale confirmations were in accordance with the terms of the mortgage loan and state law requirements;

(e) whether a delinquent borrower's account was only charged fees and/or penalties that were permissible under the terms of the borrower's loan documents, applicable state and federal law, and were reasonable and customary;

(f) whether the frequency that fees were assessed to any delinquent borrower's account (including broker price opinions) was excessive under the terms of the borrower's loan documents, and applicable state and federal law;

(g) whether Loss Mitigation Activities with respect to foreclosed loans were handled in accordance with the requirements of the HAMP, and consistent with the policies and procedures applicable to the Bank's proprietary loan modifications or other loss mitigation programs, such that each borrower had an adequate opportunity to apply for a Loss Mitigation option or program, any such application was handled properly, a final decision was made on a reasonable basis, and was communicated to the borrower before the foreclosure sale; and

(h) whether any errors, misrepresentations, or other deficiencies identified in the Foreclosure Review resulted in financial injury to the borrower or the mortgagee.

(4) The independent consultant shall prepare a written report detailing the findings of the Foreclosure Review ("Foreclosure Report"), which shall be completed within thirty (30) days of completion of the Foreclosure Review. Immediately upon completion, the Foreclosure Report shall be submitted to the Deputy Comptroller, Examiner-in-Charge, and the Board.

(5) Within forty-five (45) days of submission of the Foreclosure Report to the Deputy Comptroller, Examiner-in-Charge, and the Board, the Bank shall submit to the Deputy Comptroller and the Examiner-in-Charge a plan, acceptable to the OCC, to remediate all financial injury to borrowers caused by any errors, misrepresentations, or other deficiencies identified in the Foreclosure Report, by:

(a) reimbursing or otherwise appropriately remediating borrowers for impermissible or excessive penalties, fees, or expenses, or for other financial injury identified in accordance with this Article; and

(b) taking appropriate steps to remediate any foreclosure sale where the foreclosure was not authorized as described in this Article.

(6) Within sixty (60) days after the OCC provides supervisory non-objection to the plan set forth in paragraph (5) above, the Bank shall make all reimbursement and remediation payments and provide all credits required by such plan, and provide the OCC with a report detailing such payments and credits.

ARTICLE VIII

MANAGEMENT INFORMATION SYSTEMS

(1) Within sixty (60) days of this Order, the Bank shall submit to the Deputy Comptroller and the Examiner-in-Charge an acceptable plan for operation of its management information systems ("MIS") for foreclosure and Loss Mitigation or loan modification activities to ensure the timely delivery of complete and accurate information to permit effective decision-making. The MIS plan shall be implemented within one hundred twenty (120) days of this Order. Any corrective action timeframe that is in excess of one hundred twenty (120) days must be approved by the Examiner-in-Charge. The plan shall include, at a minimum:

(a) a description of the various components of MIS used by the Bank for foreclosure and Loss Mitigation or loan modification activities;

(b) a description of and timetable for any needed changes or upgrades to:

(i) monitor compliance with all applicable Legal Requirements and supervisory guidance, and the requirements of this Order;

(ii) ensure the ongoing accuracy of records for all serviced mortgages, including, but not limited to, records necessary to establish ownership and the right to foreclose by the appropriate party for all serviced mortgages, outstanding balances, and fees assessed to the borrower; and

(iii) measures to ensure that Loss Mitigation, loan foreclosure, and modification staffs have sufficient and timely access to information provided by the borrower regarding loan foreclosure and modification activities;

(c) testing the integrity and accuracy of the new or enhanced MIS to ensure that reports generated by the system provide necessary information for adequate monitoring and quality controls.

ARTICLE IX

MORTGAGE SERVICING

(1) Within sixty (60) days of this Order, the Bank shall submit to the Deputy Comptroller and the Examiner-in-Charge an acceptable plan, along with a timeline for ensuring effective coordination of communications with borrowers, both oral and written, related to Loss Mitigation or loan modification and foreclosure activities: (i) to ensure that communications are timely and effective and are designed to avoid confusion to borrowers; (ii) to ensure continuity in the handling of borrowers' loan files during the Loss Mitigation, loan modification, and foreclosure process by personnel knowledgeable about a specific borrower's situation; (iii) to ensure reasonable and good faith efforts, consistent with applicable Legal Requirements, are engaged in Loss Mitigation and foreclosure prevention for delinquent loans, where appropriate; and (iv) to ensure that decisions concerning Loss Mitigation or loan modifications continue to be made and communicated in a timely fashion. Prior to submitting the plan, the Bank shall conduct a review to determine whether processes involving past due mortgage loans or foreclosures overlap in such a way that they may impair or impede a borrower's efforts to effectively pursue a loan modification, and whether Bank employee compensation practices discourage Loss Mitigation or loan modifications. The plan shall be implemented within one hundred twenty (120) days of this Order. Any corrective action timeframe that is in excess of

one hundred twenty (120) days must be approved by the Examiner-in-Charge. The plan shall include, at a minimum:

(a) measures to ensure that staff handling Loss Mitigation and loan modification requests routinely communicate and coordinate with staff processing the foreclosure on the borrower's property;

(b) appropriate deadlines for responses to borrower communications and requests for consideration of Loss Mitigation, including deadlines for decision-making on Loss Mitigation Activities, with the metrics established not being less responsive than the timelines in the HAMP program;

(c) establishment of an easily accessible and reliable single point of contact for each borrower so that the borrower has access to an employee of the Bank to obtain information throughout the Loss Mitigation, loan modification, and foreclosure processes;

(d) a requirement that written communications with the borrower identify such single point of contact along with one or more direct means of communication with the contact;

(e) measures to ensure that the single point of contact has access to current information and personnel (in-house or third-party) sufficient to timely, accurately, and adequately inform the borrower of the current status of the Loss Mitigation, loan modification, and foreclosure activities;

(f) measures to ensure that staff are trained specifically in handling mortgage delinquencies, Loss Mitigation, and loan modifications;

(g) procedures and controls to ensure that a final decision regarding a borrower's loan modification request (whether on a trial or permanent basis) is made and communicated to the borrower in writing, including the reason(s) why the borrower did not qualify for the trial or

permanent modification (including the net present value calculations utilized by the Bank, if applicable) by the single point of contact within a reasonable period of time before any foreclosure sale occurs;

(h) procedures and controls to ensure that when the borrower's loan has been approved for modification on a trial or permanent basis that: (i) no foreclosure or further legal action predicate to foreclosure occurs, unless the borrower is deemed in default on the terms of the trial or permanent modification; and (ii) the single point of contact remains available to the borrower and continues to be referenced on all written communications with the borrower;

(i) policies and procedures to enable borrowers to make complaints regarding the Loss Mitigation or modification process, denial of modification requests, the foreclosure process, or foreclosure activities which prevent a borrower from pursuing Loss Mitigation or modification options, and a process for making borrowers aware of the complaint procedures;

(j) procedures for the prompt review, escalation, and resolution of borrower complaints, including a process to communicate the results of the review to the borrower on a timely basis;

(k) policies and procedures to ensure that payments are credited in a prompt and timely manner; that payments, including partial payments to the extent permissible under the terms of applicable legal instruments, are applied to scheduled principal, interest, and/or escrow before fees, and that any misapplication of borrower funds is corrected in a prompt and timely manner;

(l) policies and procedures to ensure that timely information about Loss Mitigation options is sent to the borrower in the event of a delinquency or default, including plain language notices about loan modification and the pendency of foreclosure proceedings;

(m) policies and procedures to ensure that foreclosure, Loss Mitigation, and loan modification documents provided to borrowers and third parties are appropriately maintained and tracked, and that borrowers generally will not be required to resubmit the same documented information that has already been provided, and that borrowers are notified promptly of the need for additional information; and

(n) policies and procedures to consider loan modifications or other Loss Mitigation Activities with respect to junior lien loans owned by the Bank, and to factor the risks associated with such junior lien loans into loan loss reserving practices, where the Bank services the associated first lien mortgage and becomes aware that such first lien mortgage is delinquent or has been modified. Such policies and procedures shall require the ongoing maintenance of appropriate loss reserves for junior lien mortgages owned by the Bank and the charge-off of such junior lien loans in accordance with FFIEC retail credit classification guidelines.

ARTICLE X

RISK ASSESSMENT AND RISK MANAGEMENT PLAN

(1) Within ninety (90) days of this Order, the Bank shall conduct a written, comprehensive assessment of the Bank's risks in mortgage servicing operations, particularly in the areas of Loss Mitigation, foreclosure, and the administration and disposition of other real estate owned, including, but not limited to, operational, compliance, transaction, legal, and reputational risks.

(2) The Bank shall develop an acceptable plan to effectively manage or mitigate identified risks on an ongoing basis, with oversight by the Bank's senior risk managers, senior

management, and the Board. The assessment and plan shall be provided to the Deputy Comptroller and the Examiner-in-Charge within one hundred twenty (120) days of this Order.

ARTICLE XI

APPROVAL, IMPLEMENTATION AND REPORTS

(1) The Bank shall submit the written plans, programs, policies, and procedures required by this Order for review and determination of no supervisory objection to the Deputy Comptroller and the Examiner-in-Charge within the applicable time periods set forth in Articles II through X. The Bank shall adopt the plans, programs, policies, and procedures required by this Order upon submission to the OCC, and shall immediately make any revisions requested by the Deputy Comptroller or the Examiner-in-Charge. Upon adoption, the Bank shall immediately implement the plans, programs, policies, and procedures required by this Order and thereafter fully comply with them.

(2) During the term of this Order, the required plans, programs, policies, and procedures shall not be amended or rescinded in any material respect without the prior written approval of the Deputy Comptroller or the Examiner-in-Charge (except as otherwise provided in this Order).

(3) During the term of this Order, the Bank shall revise the required plans, programs, policies, and procedures as necessary to incorporate new or changes to applicable Legal Requirements and supervisory guidelines.

(4) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the plans, programs, policies, and procedures required by this Order.

(5) Within thirty (30) days after the end of each calendar quarter following the date of this Order, the Bank shall submit to the OCC a written progress report detailing the form and manner of all actions taken to secure compliance with the provisions of this Order and the results thereof. The progress report shall include information sufficient to validate compliance with this Order, based on a testing program acceptable to the OCC that includes, if required by the OCC, validation by third-party independent consultants acceptable to the OCC. The OCC may, in writing, discontinue the requirement for progress reports or modify the reporting schedule.

(6) All communication regarding this Order shall be sent to:

(a) Sally G. Belshaw
Deputy Comptroller
Large Bank Supervision
Office of the Comptroller of the Currency
250 E Street, SW
Washington, DC 20219

(b) Scott N. Waterhouse
Examiner-in-Charge
National Bank Examiners
1166 Avenue of the Americas, 21st Floor
New York, NY 10036

ARTICLE XII

COMPLIANCE AND EXTENSIONS OF TIME

(1) If the Bank contends that compliance with any provision of this Order would not be feasible or legally permissible for the Bank, or requires an extension of any timeframe within this Order, the Board shall submit a written request to the Deputy Comptroller asking for relief. Any written requests submitted pursuant to this Article shall include a statement setting forth in detail the special circumstances that prevent the Bank from complying with a provision, that require

the Deputy Comptroller to exempt the Bank from a provision, or that require an extension of a timeframe within this Order.

(2) All such requests shall be accompanied by relevant supporting documentation, and to the extent requested by the Deputy Comptroller, a sworn affidavit or affidavits setting forth any other facts upon which the Bank relies. The Deputy Comptroller's decision concerning a request is final and not subject to further review.

ARTICLE XIII

OTHER PROVISIONS

(1) Although this Order requires the Bank to submit certain actions, plans, programs, policies, and procedures for the review or prior written determination of no supervisory objection by the Deputy Comptroller or the Examiner-in-Charge, the Board has the ultimate responsibility for proper and sound management of the Bank.

(2) In each instance in this Order in which the Board is required to ensure adherence to, and undertake to perform certain obligations of the Bank, it is intended to mean that the Board shall:

(a) authorize and adopt such actions on behalf of the Bank as may be necessary for the Bank to perform its obligations and undertakings under the terms of this Order;

(b) require the timely reporting by Bank management of such actions directed by the Board to be taken under the terms of this Order;

(c) follow-up on any material non-compliance with such actions in a timely and appropriate manner; and

(d) require corrective action be taken in a timely manner of any material non-compliance with such actions.

(3) If, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him by the several laws of the United States to undertake any action affecting the Bank, nothing in this Order shall in any way inhibit, estop, bar, or otherwise prevent the Comptroller from so doing.

(4) This Order constitutes a settlement of the cease and desist proceeding against the Bank contemplated by the Comptroller, based on the unsafe or unsound practices described in the Comptroller's Findings set forth in Article I of this Order. Provided, however, that nothing in this Order shall prevent the Comptroller from instituting other enforcement actions against the Bank or any of its institution-affiliated parties, including, without limitation, assessment of civil money penalties, based on the findings set forth in this Order, or any other findings.

(5) This Order is and shall become effective upon its execution by the Comptroller, through his authorized representative whose hand appears below. The Order shall remain effective and enforceable, except to the extent that, and until such time as, any provision of this Order shall be amended, suspended, waived, or terminated in writing by the Comptroller.

(6) Any time limitations imposed by this Order shall begin to run from the effective date of this Order, as shown below, unless the Order specifies otherwise.

(7) The terms and provisions of this Order apply to the Bank and its subsidiaries, even though those subsidiaries are not named as parties to this Order. The Bank shall integrate any foreclosure or mortgage servicing activities done by a subsidiary into its plans, policies, programs, and processes required by this Order. The Bank shall ensure that its subsidiaries comply with all terms and provisions of this Order.

2823PK000469

(8) This Order is intended to be, and shall be construed to be, a final order issued pursuant to 12 U.S.C. § 1818(b), and expressly does not form, and may not be construed to form, a contract binding the Comptroller or the United States. Nothing in this Order shall affect any action against the Bank or its institution-affiliated parties by a bank regulatory agency, the United States Department of Justice, or any other law enforcement agency, to the extent permitted under applicable law.

(9) The terms of this Order, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements, or prior arrangements between the parties, whether oral or written.

(10) Nothing in the Stipulation and Consent or this Order, express or implied, shall give to any person or entity, other than the parties hereto, and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under the Stipulation and Consent or this Order.

(11) The Bank consents to the issuance of this Order before the filing of any notices, or taking of any testimony or adjudication, and solely for the purpose of settling this matter without a formal proceeding being filed.

IT IS SO ORDERED, this 13th day of April, 2011.

/s/
Sally G. Belshaw
Deputy Comptroller
Large Bank Supervision

UNITED STATES OF AMERICA
DEPARTMENT OF THE TREASURY
COMPTROLLER OF THE CURRENCY

In the Matter of: JPMorgan Chase Bank, National Association New York, NY	)	AA-EC-11-15

STIPULATION AND CONSENT TO THE ISSUANCE OF A CONSENT ORDER

The Comptroller of the Currency of the United States of America ("Comptroller") intends to impose a cease and desist order on JPMorgan Chase Bank, National Association ("Bank") pursuant to 12 U.S.C. § 1818(b), for unsafe or unsound banking practices relating to mortgage servicing and the initiation and handling of foreclosure proceedings.

The Bank, in the interest of compliance and cooperation, enters into this Stipulation and Consent to the Issuance of a Consent Order ("Stipulation") and consents to the issuance of a Consent Order, dated April 13, 2011 ("Consent Order");

In consideration of the above premises, the Comptroller, through his authorized representative, and the Bank, through its duly elected and acting Board of Directors, stipulate and agree to the following:

ARTICLE I
JURISDICTION

(1) The Bank is a national banking association chartered and examined by the Comptroller pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 *et seq.*

(2) The Comptroller is "the appropriate Federal banking agency" regarding the Bank pursuant to 12 U.S.C. §§ 1813(q) and 1818(b).

(3) The Bank is an "insured depository institution" within the meaning of 12 U.S.C. § 1818(b)(1).

(4) For the purposes of, and within the meaning of 12 C.F.R. §§ 5.3(g)(4), 5.51(c)(6), and 24.2(e)(4), this Consent Order shall not be construed to be a "cease and desist order" or "consent order", unless the OCC informs the Bank otherwise.

ARTICLE II
AGREEMENT

(1) The Bank, without admitting or denying any wrongdoing, consents and agrees to issuance of the Consent Order by the Comptroller.

(2) The Bank consents and agrees that the Consent Order shall (a) be deemed an "order issued with the consent of the depository institution" pursuant to 12 U.S.C. § 1818(h)(2), (b) become effective upon its execution by the Comptroller through his authorized representative, and (c) be fully enforceable by the Comptroller pursuant to 12 U.S.C. § 1818(i).

(3) Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the Comptroller may enforce any of the commitments or obligations herein undertaken by the Bank under his supervisory powers, including 12 U.S.C. § 1818(i), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the Comptroller has any intention to enter into a contract.

(4) The Bank declares that no separate promise or inducement of any kind has been made by the Comptroller, or by his agents or employees, to cause or induce the Bank to consent to the issuance of the Consent Order and/or execute the Consent Order.

(5) The Bank expressly acknowledges that no officer or employee of the Comptroller has statutory or other authority to bind the United States, the United States Treasury Department, the Comptroller, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the Comptroller's exercise of his supervisory responsibilities.

(6) The OCC releases and discharges the Bank from all potential liability for a cease and desist order that has been or might have been asserted by the OCC based on the banking practices described in the Comptroller's Findings set forth in Article I of the Consent Order, to the extent known to the OCC as of the effective date of the Consent Order. However, the banking practices alleged in Article I of the Consent Order may be utilized by the OCC in other future enforcement actions against the Bank or its institution-affiliated parties, including, without limitation, to assess civil money penalties or to establish a pattern or practice of violations or the continuation of a pattern or practice of violations. This release shall not preclude or affect any right of the OCC to determine and ensure compliance with the terms and provisions of this Stipulation or the Consent Order.

(7) The terms and provisions of the Stipulation and the Consent Order shall be binding upon, and inure to the benefit of, the parties hereto and their successors in interest. Nothing in this Stipulation or the Consent Order, express or implied, shall give to any person or entity, other than the parties hereto, and their successors hereunder, any

benefit or any legal or equitable right, remedy or claim under this Stipulation or the Consent Order.

ARTICLE III
WAIVERS

(1) The Bank, by consenting to this Stipulation, waives:

(a) the issuance of a Notice of Charges pursuant to 12 U.S.C. § 1818(b);

(b) any and all procedural rights available in connection with the issuance of the Consent Order;

(c) all rights to a hearing and a final agency decision pursuant to 12 U.S.C. §§ 1818(b) and (h), 12 C.F.R. Part 19;

(d) all rights to seek any type of administrative or judicial review of the Consent Order;

(e) any and all claims for fees, costs or expenses against the Comptroller, or any of his agents or employees, related in any way to this enforcement matter or this Consent Order, whether arising under common law or under the terms of any statute, including, but not limited to, the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412; and

(f) any and all rights to challenge or contest the validity of the Consent Order.

ARTICLE IV
OTHER PROVISIONS

(1) The provisions of this Stipulation shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any other action affecting the Bank if, at any time, it deems it appropriate to do so to fulfill the responsibilities placed upon it by the several laws of the United States of America.

(2) Nothing in this Stipulation shall preclude any proceedings brought by the Comptroller to enforce the terms of this Consent Order, and nothing in this Stipulation constitutes, nor shall the Bank contend that it constitutes, a waiver of any right, power, or authority of any other representative of the United States or an agency thereof, including, without limitation, the United States Department of Justice, to bring other actions deemed appropriate.

(3) The terms of the Stipulation and the Consent Order are not subject to amendment or modification by any extraneous expression, prior agreements or prior arrangements between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller as his representative, has hereunto set her hand on behalf of the Comptroller.

/s/ April 13, 2011

Sally G. Belshaw
Deputy Comptroller
Large Bank Supervision

Date

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of the Bank, have hereunto set their hands on behalf of the Bank.

/s/ James Dimon	*3/30/2011* Date
/s/ Douglas Braunstein	*4/4/2011* Date
/s/ Barry Zubrow	*3/30/2011* Date
/s/ Frank Bisignano	*3/30/2011* Date
/s/ Laban Jackson	*3/30/2011* Date
/s/ James Crown	*3/31/2011* Date

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

WELLS FARGO BANK, N.A., AS TRUSTEE FOR WAMU MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-PR4 TRUST,	GENERAL JURISDICTION DIVISION CASE NO.: 50-2016-CA-010759-XXXX-MB

Plaintiff,

vs.

JOHN M. RILEY, *et. al.*,

Defendants.
_____/

FILED
2017 DEC 13 PM 3:58
SHARON R. BOCK, CLERK
PALM BEACH COUNTY
CIRCUIT CIVIL/PROBATE

ORDER GRANTING FINAL JUDGMENT TO DEFENDANT

THIS CAUSE, having come before the Court for trial on November 14, 2017, and having been duly advised, it is hereby ORDERED AND ADJUDGED as follows:

I. **Plaintiff Engaged in Unclean Hands Trying to Prove Standing to Foreclose**

A. *Unclean Hands, Generally*

1. "One who comes into equity must come with clean hands else all relief will be denied him **regardless of merit of his claim**, and it is not essential that act be a crime; it is enough that it be condemned by honest and reasonable men." *Roberts v. Roberts*, 84 So.2d 717 (Fla. 1956)(emphasis added).

2. Therefore, even if Plaintiff had standing to foreclose (a meritorious claim), Plaintiff would be denied the equitable relief of foreclosure upon a finding that Plaintiff took actions in pursuing this foreclosure that reasonable and honest men would condemn.

3. The Florida Supreme Court noted "the principle or policy of the law in withholding relief from a complainant because of 'unclean hands' is punitive in its nature." *Busch v. Baker*, 83 So. 704 (Fla. 1920). As U. S. Supreme Court Justice Black wrote:

> "[T]ampering with the administration of justice in the manner indisputably shown here involves far more than an injury to a single litigant. It is a wrong against the institutions set up to protect and safeguard the public, institutions in which fraud cannot complacently be tolerated consistently with the good order of society." *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 246, 64 S. Ct. 997, 88 L. Ed. 1250 (1944).

BP Investigative Agency
Exhibit 18

B. *Unclean Hands Re: the Purported Mortgage Loan Schedule for the Trust*

4. Plaintiff attempted to establish standing to foreclose by introducing the Pooling and Servicing Agreement ("PSA") and what purported to be the Mortgage Loan Schedule ("MLS") for the Plaintiff Trust.

5. Plaintiff's Trial Witness, Darlene Marcott, a former Washington Mutual employee who presently works for the servicer, JP Morgan Chase, testified that the MLS admitted in evidence was the same MLS attached to the PSA when the Trust closed in 2005.

6. On cross-examination, Plaintiff's Trial Witness read the definition of the Mortgage Loan Schedule found on page 15 of the PSA into evidence. Ms. Marcott then conceded that "over thirty (30)" of the data fields expressly delineated as required information for the MLS were not included in what was purported to be the MLS presented as evidence in this equitable action.

7. Plaintiff's Trial Witness then attempted to explain the missing data fields by giving what seemed to be compelling testimony that the data fields were missing because they were intentionally redacted to protect the borrower's privacy interests. The Trial Witness even suggested she herself had personally redacted the MLS for other cases to ensure this private information was not impermissibly disclosed.

8. On further cross-examination, Ms. Marcott conceded that a significant number of required data fields missing from the MLS had nothing to do with the borrower's privacy interests, such as the "lien position" and the "Loan to Value Ratio at the time of origination."

9. The Court cannot reconcile the testimony of Ms. Marcott and the evidence introduced at trial. It is apparent the document which Plaintiff admitted as the purported MLS for this Trust is not the actual MLS as defined at page 15 of the PSA.

C. *Unclean Hands re: the Mortgage Assignments Attached to the Complaint*

10. Plaintiff prepared two assignments of mortgage recorded in the public records and attached as exhibits to its complaint which purport to document a sale of the Defendant's Note and Mortgage from JP Morgan Chase to the Plaintiff (the "Mortgage Assignments").

11. Plaintiff identified the "assignment of mortgage" as a trial exhibit on its Renewed Witness and Exhibit List filed on October 11, 2017.

12. Ms. Marcott testified she had testified in many trials where similar Mortgage Assignments were introduced at trial as evidence as Plaintiff's standing to foreclose.

13. This Court takes judicial notice of the court file from the first attempt by this Plaintiff to foreclose this mortgage against this Defendant in Palm Beach County Case Number 50

14. The complaint in the first foreclosure action was filed in August of 2010.

15. Four months later, Plaintiff recorded the first mortgage assignment in the public records of Palm Beach County on December 16, 2010.

16. The first mortgage assignment purported to document a transaction wherein "JP Morgan Chase N.A. as successor in interest to Washington Mutual Bank...." sold Defendant's note and mortgage to the Plaintiff Trust.

17. The Court takes judicial notice that the Honorable Judge John Hoy granted Defendant's Motion for Involuntary Dismissal of the first foreclosure action because "Plaintiff failed to prove standing on the date it filed the complaint" on March 25, 2014.

18. The following year, on May 1, 2015, JP Morgan Chase recorded the second "corrective assignment of mortgage" which purported to document a transaction wherein JP Morgan Chase Bank, N.A., Successor in Interest by Purchase from the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank..." sold the Defendant's note and mortgage to the Plaintiff.

19. Thereafter, on September 22, 2016, Plaintiff refiled the instant foreclosure action and attached both the 2010 assignment and the 2015 corrective assignment as exhibits to its complaint.

20. In this case, Defendant's second affirmative defense alleged the assignments were evidence of unclean hands because they represented a transaction that never happened.

21. At trial, Ms. Marcott admitted that any claim JP Morgan Chase ever owned or sold Defendant's note and mortgage was false. She testified that Defendant's note and mortgage were not assets of Washington Mutual after 2005. As such, the 2010 assignment could not truthfully document a transaction that JPMorgan Chase obtained Defendant's note and mortgage from Washington Mutual and sold it to the Plaintiff Trust. This transaction never happened.

22. Moreover, the 2015 assignment contains a materially false statement that JP Morgan purchased Defendant's note and mortgage from the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Washington Mutual.

23. The note and mortgage were not assets of Washington Mutual to be sold by the FDIC Receiver to JP Morgan Chase and or to be sold by JP Morgan Chase to the Plaintiff Trust. Plaintiff's Trial Witness admitted the statement that the FDIC sold this loan as Receiver to Washington Mutual to JP Morgan Chase who sold it to the Plaintiff is materially false.

D. *Unclean Hands re: the Endorsement on the Note*

24. Plaintiff attached to its complaint a copy of the original note with an undated rubber-stamped endorsement purportedly signed by Cynthia Riley, while she was Vice President of Washington Mutual Bank.

25. Defendant filed its first affirmative defense which raised a challenge to the validity of the endorsement on the note as required by Fla. Stat. §673.3081.

26. Defendant's third affirmative defense alleged the note did not meet the requirements to be a negotiable instrument under Fla. Stat. §673.1041 and Fla. Stat. §673.1061.

27. On April 20, 2017, the Court granted Defendant's Motion to Compel Better Answers to Defendant's Request for Production re: Standing.

28. The Order required Plaintiff to produce the electronic and paper records of any custodian who held the original note and to any documents that show how and when the rubber-stamped endorsement of Ms. Riley was affixed to the original note.

29. Plaintiff's Trial Witness testified the note did not meet the requirements of a negotiable instrument under Fla. Stat. §673.1041 and Fla. Stat. §673.1061. Specifically, the note was not an unconditional promise to pay a fixed amount of money because of its negative amortization provision. She conceded the note contained a banner in all caps across the top that expressly stated the principal balance could fluctuate based on the performance of the loan.

30. Ms. Marcott further stated the note was not an unconditional promise as it was subject to and governed by the mortgage. Specifically, she testified the "uniformed secured note" provision in the note provides there are "additional protections in the mortgage" which provide authority for the Plaintiff to collect all the amounts due under the mortgage for property taxes, insurance, inspections, and other fees.

31. She further testified that Plaintiff's standard operating procedure is to service the note and mortgage as one integrated agreement such that the note is subject to and governed by the mortgage. Accordingly, the note is not a negotiable instrument.

32. Even if the note were a negotiable instrument, it would be inequitable to permit Plaintiff to flagrantly violate an order compelling discovery that could show the endorsement for Washington Mutual was added after Washington Mutual went into the FDIC receivership.

33. Pursuant to Fla. R. Civ. P. Rule 1.380, the Court finds Plaintiff cannot introduce the endorsement as evidence of standing after disobeying a court order to compel the evidence in its possession that would establish whether the endorsement violated Fla. Stat. §673.3081.

E. *Unclean Hands, Conclusion*

34. The Court finds Plaintiff has unclean hands by virtue of their (i) introducing into evidence a document which was purported to be the actual MLS for the Plaintiff's PSA, but in fact was not the real MLS for the Plaintiff Trust; and (ii) for Ms. Marcott giving testimony this court finds is not credible that the missing data fields for the purported MLS for the Trust were redacted for privacy concerns as the redacted information did not disclose private information.

35. The Court finds that Plaintiff has unclean hands by attaching the 2010 and 2015 mortgage assignments to its complaint as evidence of standing which contained materially false statement, that Plaintiff obtained its standing from JP Morgan Chase which is admittedly false.

36. In support of this finding of unclean hands, the Court notes that Fla. Stat. §817.535, effective October 1, 2013, made it a felony to record "any instrument containing a materially false, fictitious, or fraudulent statement or representation...." in the public records.

37. Finally, the Court finds the Plaintiff has unclean hands by its violation of the Court's discovery order related to the electronic and paper records of the custodian and the documents that show when and how the note was endorsed. The failure to comply with this order interfered with the orderly administration of justice.

38. The Court cannot make a finding whether Plaintiff had standing because of the Plaintiff's unclean hands in presenting its evidence of standing.

II. **The Failure of Condition Precedent**

39. Ms. Marcott admitted the default letter was not sent to the Defendant's property address as required under paragraph 15 of the mortgage.

40. Plaintiff admitted there was no other procedure that would permit the notice address to be changed besides the procedure set forth in paragraph 15 of the mortgage which required the borrower to provide written notice substituting a new address for notice.

41. Plaintiff admitted there was no evidence that the Defendant provided any such notice changing the address for service of notice required under paragraph 15.

42. Plaintiff did not send the default letter to the property address. Instead, Plaintiff sent the letter to the law firm of Jacobs Keeley, PLLC, ("JK") in 2015. At the time, JK had represented the Defendant in the 2010 foreclosure that ended in 2014.

43. The condition precedent in paragraph 15 does not permit the Plaintiff to send the default notice to the borrower's attorney in lieu of sending a copy to the property address.

44. Therefore, Plaintiff failed to prove it sent the notice of default to the property address are required by paragraphs 15 and 22 of the mortgage before filing this action. This failure of an express condition precedent is, by itself, grounds to grant judgment to Defendant.

III. **The Failure to Prove Damages by Competent Evidence**

45. The Court admitted the payment histories into evidence under the business records exception, over timely objection and subject to cross-examination, after the witness testified that each entry was made at or near the time of the transaction or occurrence in accordance with Fla. R. Evid. §90.803(6).

46. On cross-examination, the witness admitted she lacked personal knowledge that each entry was made at or near the time of the transaction. Instead, the witness testified she based her knowledge that each entry was made at or near the time of the transaction on (i) the training manuals she reviewed which were not in evidence; and (ii) the training she received by sitting down with someone from the department that had personal knowledge that each entry was made at or near the time of the transaction.

47. The witness conceded she asked the court to accept as true the out of court statements from the training manuals and from the person from the department with personal knowledge that each entry was made at or near the time of the transaction.

48. The witness conceded that Plaintiff could have produced a witness with actual personal knowledge that each entry was made at or near the time of the transaction.

49. Instead, Plaintiff decided to produce Ms. Marcott and to ask the Court to accept as true the hearsay statement from that person with knowledge. Plaintiff chose not to produce the witness with knowledge at its own peril.

50. The Florida Supreme Court holds, "if evidence is to be admitted under one of the exceptions to the hearsay rule, it must be offered in strict compliance with the requirements of the particular exception. *Yisrael v. State*, 993 So. 2d 952, 957 (Fla. 2008), as revised on denial of reh'g (July 10, 2008).

51. "Except as provided by statute, hearsay evidence is inadmissible." See, Fla. Stat. § 90.802 (2014). The Florida Business Records Exception to the hearsay rule, codified at Fla. Stat. § 90.803(6) requires that a custodian or "other qualified witness" lay a proper predicate that, *inter alia*, the records are made in the regular course of business at or near the time of the transaction or occurrence. See, Fla. Stat. § 90.803(6). Any witness who attempts to supply testimony to meet the requirements of Fla. Stat. § 90.803(6) must testify from personal knowledge. See, Fla. Stat.

§90.604.

52. An "other qualified witness" must have perceived the documents being made in the regular course of business and be able testify from that memory. See, C. Ehrhardt, Florida Evidence § 604.1 (2014 Edition), p. 535; *Roman v. State*, 475 So.2d 1228 (Fla. 1995). Florida law requires that "testimony must be based on matters perceived by the senses of the witness." See, C. Ehrhardt, Florida Evidence § 604.1 (2014 Edition), p. 535; *Roman v. State*, 475 So.2d 1228 (Fla. 1985). "A witness who has actually perceived and observed a fact is the most reliable source of information." See, C. Ehrhardt, Florida Evidence § 604.1, p. 535 (2014 Edition), p. 535; *State v. Eubanks*, 609 So.2d 107, 110 (Fla. 4th DCA 1992).

53. Where a witness has no personal knowledge of a matter, and the witness's knowledge is derived from information given by another, or in training, the witness's testimony is incompetent and inadmissible as hearsay. *See, Bryant v. State*, 124 So.3d 1012 (Fla. 4th DCA 2013); Roman v. State, 475 So.2d 1228 (Fla. 1985); *Kennard v. State*, 28 So. 858 (Fla. 1900).

54. The Second DCA has held business records are admissible only if the custodian or other qualified witness testified to "the manner of preparation and the reliability and trustworthiness of the product." *Specialty Linings Inc. v. BF Goodrich Company*, 532 So. 2d 1121 (Fla. 2nd DCA 1988); *citing Pickrell v. State*, 301 So. 2d 473 (Fla. 2nd DCA 1974)("to prove usual business practices it must first be established that the witness is either in charge of the activity constituting the usual business practices or is well enough acquainted with the activity to give the testimony"); *See also, Alexander v. Allstate Ins. Co.*, 388 So. 2d 592 (Fla. 5th DCA 1980); *Landmark Am. Ins. Co. v. Pin-Pon Corp.*, 155 So. 3d 432, 435-43 (Fla. 4th DCA 2015)(rejecting testimony of architect who was neither in charge of the activity constituting usual business practice or well enough acquainted with the activity to qualify to lay the foundation to admit general contractor's business records incorporated into the architect's file under the business records exception).

55. Here, Ms. Marcott admitted she was trained by someone with personal knowledge that the payment history was made in the regular course of business at or near the time of the transaction or occurrence. Plaintiff could have brought that person, or anyone else who worked alongside that person, to be a witness with personal knowledge in this trial.

56. Plaintiff chose, at its peril, to produce Ms. Marcott to testify about out of court statements she offered to prove that the truth is the payment history was made in the regular course of business at or near the time of the transaction or occurrence. It does not matter that the out of

court statements came from training manuals or conversations with someone with personal knowledge. The statements are classic hearsay and inadmissible.

57. Plaintiff failed to strictly comply with Fla. R. Evid. §90.803(6) by failing to produce a "qualified witness" with personal knowledge as required by Fla. R. Evid. §90.604 to testify that the payment history was made in the regular course of business at or near the time of the transaction or occurrence.

58. As such, the payment histories are not admissible and Plaintiff failed to prove its damages by substantial competent evidence. This failure to prove damages is, by itself, grounds to grant judgment to Defendant.

WHEREFORE, the Court finds Plaintiff failed to prove every element of its case by substantial competent evidence and has unclean hands, and enters judgment in favor of the Defendant, John Riley, who shall go forth without day, and the Court reserves jurisdiction to award attorney's fees, and any further relief deemed mete and just.

DONE AND ORDERED in Chambers, in West Palm Beach, Florida this 12 day of December, 2017.

CIRCUIT COURT JUDGE

Copies furnished to:
Defendant's counsel:
Bruce Jacobs, Esq., Jacobs Keeley, PLLC., 169 E. Flagler Street, Suite 1620, Miami, FL 33131
Plaintiff's counsel:
Teodora Siderova Esquire, Albertelli Law, P.O. Box 23028, Tampa, FL 33623-2028

Chase (OH4-7302)
3415 Vision Drive
Columbus, OH 43219-6009

CHASE

March 31, 2011

[redacted]
Santa Barbara, CA 93108-1718

Re: Account Number: ******8825
[redacted]
Loan Investor
[redacted]

I am writing in response to the inquiry Chase received about the loan referenced above.

Your loan was sold into a public security managed by JPMorgan Chase Bank NA and may include a number of investors. As the servicer of your loan, Chase is authorized by the security to handle any related concerns on their behalf. The address of your investor is:

3415 Vision Drive
Columbus, OH 43219
(800)848-9136

We appreciate your business. If you have questions, please call us at the telephone number below.

Sincerely,

Larry Thode

Larry Thode
Vice President
Chase Home Lending
(800) 848-9136 Customer Care
(800) 582-0542 TDD / Text Telephone
www.chase.com

OC278

Chase (OH4-7302)
3415 Vision Drive
Columbus, OH 43219-6009

CHASE

April 25, 2011

02524-01 IF1A 116-000000000000
[redacted]
Mound, MN 55364-9008

Re: Account Number: ******2426
[redacted]

Loan Investor

Dear [redacted]

I am writing in response to the inquiry Chase received about the loan referenced above.

Your loan was sold into a public security managed by JPMorgan Chase Bank NA and may include a number of investors. As the servicer of your loan, Chase is authorized by the security to handle any related concerns on their behalf. The address of your investor is:

3415 Vision Drive
Columbus OH 43219
Prime Conv Arm (CI)

We appreciate your business. If you have questions, please call us at the telephone number below.

Sincerely,

Chase
(800) 848-9136
(800) 582-0542 TDD / Text Telephone
www.chase.com

CC278

Court File No. CV-17-25556

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

PETER SIAVRAKAS and DOLORES SIAVRAKAS

Applicants

- and -

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

Respondent

RESPONDING RECORD

March 20, 2018

BLAKE, CASSELS & GRAYDON LLP
Barristers & Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto ON M5L 1A9

R.S.M. Woods LSUC #30169I
Tel: 416-863-3876
seumas.woods@blakes.com

John Mather LSUC #63766O
Tel: 416-863-5287
Fax: 416-863-2653
john.mather@blakes.com

Lawyers for the Respondent

BP Investigative Agency
Exhibit 20

(2840) PK000487

TO: **MOUSSEAU DELUCA MCPHERSON PRINCE LLP**
Barristers and Solicitors
Westcourt Place
251 Goyeau Street, Suite 500
Windsor, ON
N9A 6V2

Jeffrey W. Nanson LSUC #49220D
Tel: 519-258-0615
Fax: 519-258-6833
jnanson@mousseaulaw.com

Lawyers for the Applicants

Court File No. CV-17-25556

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

PETER SIAVRAKAS and DOLORES SIAVRAKAS

Applicants

- and -

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

Respondent

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1. Affidavit of Marilyn Lea sworn March 16, 2018.

A. Exhibit A – Curriculum Vitae of Marilyn Lea

B. Exhibit B – Applicants' Adjustable Rate Note, dated May 10, 1999

C. Exhibit C – Charge/Mortgage of Land, registered May 11, 1999

D. Exhibit D – Parcel Register for the Property, dated January 27, 2016

E. Exhibit E – Mortgage Loan Commitment, dated April 26, 1999

F. Exhibit F – Set of Standard Charge Terms for the Mortgage executed by the Applicants

G. Exhibit G – Redacted correspondence, dated September 4, 2001

H. Exhibit H – Certificates of Merger, effective September 1, 2001

I. Exhibit I – Correspondence, dated November 4, 2004

J. Exhibit J – Agreement to Merge, dated July 16, 2004

K. Exhibit K – Redactd printout from MSP System regarding the loan

L. Exhibit L – Application to Change Name-Instrument, dated January 19, 2016

M. Exhibit M – Servicing Disclosure Statement, dated April 19, 1999

N. Exhibit N – Website Printouts indicating First Chicago purchased Midwest on December 29, 1995

O. Exhibit O – Printout from MSP System regarding servicing rights for the loan

P. Exhibit P – Purchase and Assumption Agreement, dated September 25, 2008

Q. Exhibit Q – Letter to Applicants, dated October 1, 2009

R. Exhibit R – Payment History Report for the loan from May 1999 to July 2004

S. Exhibit S – Redacted Payment History Report for the loan from July 2004 to January 2008

T. Exhibit T – Redacted Payment History Report from February 2007 to December 2010

U. Exhibit U – Letter from Mr. Kofman to the Applicants, dated January 29, 2016

V. Exhibit V – Printout from MSP System regarding history of investor ownership of the loan

W. Exhibit W – Letter from Applicants to Chase Bank, dated August 1, 2016

Court File No. CV-17-25556

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

PETER SIAVRAKAS and DOLORES M SIAVRAKAS

Applicants

- and -

JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

Respondent

AFFIDAVIT OF MARILYN LEA

I, Marilyn Lea, of the City of Winter Park, in the State of Florida, MAKE OATH AND SAY:

1. I am an MB Operation Senior Specialist III at the respondent JPMorgan Chase Bank, National Association, named herein as JP Morgan Chase Bank, National Association ("**Chase**"). I previously worked as a paralegal and, in my current role as MB Operation Senior Specialist III, I review and research Chase loans that are subject to legal complaints, including the loan that is the subject of these proceedings. From 1996-2002, I was an Assistant Vice President, Litigation Manager for HomeSide Lending, Inc. ("**HomeSide**"), one of the entities that serviced the loan that is the subject of these proceedings, as I describe below. A copy of my CV is attached as **Exhibit "A"**.

2. As an MB Operation Senior Specialist III at Chase, I have access to Chase's business records, including the business records relating to the loan made to the applicants Peter Siavrakas and Dolores M. Siavrakas (collectively the "**Applicants**") that is the subject of these proceedings. I also have access to Chase's electronic platform for loan servicing, which is called Mortgage Servicing Package (the "**MSP System**"). The MSP System stores and tracks information about the loans that Chase services, whether those loans are owned by Chase or other entities. The MSP System was also used by Washington Mutual Bank f/k/a Washington

Mutual Bank, FA ("**WaMu**") when it serviced the loan from March 2003 to September 2008, as set out below. Same system control over

3. I am making this Affidavit based on my review of Chase's business records and the information contained within the MSP System relating to the subject loan, as more fully described below, as well as based on my time working at HomeSide.

4. I have reviewed the Affidavits sworn by the Applicants in support of this Application. In particular, I have reviewed Mr. Siavrakas' Affidavit sworn October 4, 2017 in support of the Application (the "**Application Affidavit**") as well as Mrs. Siavrakas' Affidavit sworn October 4, 2017 in support of the Application (the "**Dolores Siavrakas Affidavit**"). I have also reviewed Mr. Siavrakas' Affidavit sworn October 4, 2017 in support of the Applicants' motion for a certificate of pending litigation (the "**Motion Affidavit**").

The Note and Mortgage

5. The Applicants signed an Adjustable Rate Note, dated May 10, 1999, in the original principal amount of $351,200 (the "**Note**") in favor of First Chicago NBD Mortgage Company, a Delaware Corporation ("**First Chicago**"). A copy of the Note is attached as **Exhibit "B"**.

6. The Note was secured by a mortgage (the "**Mortgage**") in favor of First Chicago, registered on May 11, 1999 against the lands and premises municipally known as 582 Gold Coast Drive, Amherstburg, Ontario (the "**Property**"). A copy of the Charge/Mortgage of Land as registered in the Land Registry Office of Essex (No 12) (the "**Land Registry Office**") is attached as **Exhibit "C"**.

7. The following documents relating to the Note and Mortgage are also attached as exhibits:

(a) a copy of the Parcel Register for the Property, dated January 27, 2016, which is attached as **Exhibit "D"**;

(b) a copy of a Mortgage Loan Commitment, dated April 26, 1999, executed by Mr. Siavrakas, which is attached as **Exhibit "E"**; and

(c) a copy of the Set of Standard Charge Terms for the Mortgage, which is undated and was executed by the Applicants, which is attached as **Exhibit "F"**.

8. Chase is the successor in interest to First Chicago and the current owner of the loan following two bank mergers:

(a) First Chicago merged with Banc One Mortgage Corporation, Indianapolis, Indiana to form Bank One, National Association, Columbus, Ohio ("**Bank One Columbus**"), effective September 1, 2001. Attached as **Exhibit "G"** is redacted correspondence dated September 4, 2001 providing the United States Comptroller of the Currency's ("**OCC**") official certification of the merger and formation of Bank One Columbus. Attached as **Exhibit "H"** are copies of the Certificates of Merger, effective September 1, 2001.

(b) Bank One Columbus merged with Bank One National Association, Chicago, Illinois ("**Bank One Chicago**", collectively with Bank One Columbus, "**Bank One**") into and under the charter and title of the respondent Chase, effective November 13, 2004. Attached as **Exhibit "I"** is correspondence dated November 4, 2004 providing the OCC's official certification of the merger of Bank One Columbus and Bank One Chicago into Chase. Attached as **Exhibit "J"** is copy of the Agreement to Merge dated July 16, 2004.

9. The Allonge to Mortgage Note, a copy of which is attached to the Note at Exhibit "B", shows Chase as the successor by merger to Bank One, National Association and First Chicago.

10. The MSP System also confirms Chase as the owner of the loan. Attached as **Exhibit "K"** is a redacted printout from the MSP System in relation to the loan. The loan is tracked in the MSP System by a unique loan number that was assigned by WaMu: 8499492083. Internally, Chase refers to the owner of the loan as the "investor", which is shortened to "INV" in the MSP System. As set out in the printout, the investor for the loan is "JPMORGAN CHASE BANK NA", meaning that Chase owns the loan. Chase is also identified by a unique investor identification number (an "**Investor ID**"). The current Investor ID for the loan is "X62", which is an Investor ID used for certain Chase owned loans, as I discuss further below.

11. Chase applied to the Land Registry Office to have the name of the mortgagee changed to reflect that Chase is First Chicago's successor in interest. Attached as **Exhibit "L"** is a copy of the Application to Change Name-Instrument dated January 19, 2016. Attached as **Exhibit "D"** is a copy of the Parcel Register, which shows that the name of the mortgagee has been changed.

Loan Owner and Loan Servicer

12. After the Applicants executed the Note and the Mortgage, First Chicago transferred the right to collect mortgage payments to another entity. In the United States, loan owners commonly transfer the servicing rights for a loan to another party, called the "servicer". As a result, the owner of the loan, and the entity receiving the payments on the associated loan may be different. This fact is typically brought to the attention of the borrower who signs a form acknowledging it. In this case, the Applicants executed a Servicing Disclosure Statement that specifically states that First Chicago could transfer the right to collect mortgage payments. A copy of the Servicing Disclosure Statement is attached as **Exhibit "M"**.

13. Chase is the current servicer of the loan following a series of transfers. Prior to Chase becoming the servicer, the following entities serviced the loan:

(a) The first servicer of the loan appears to have been Midwest Mortgage Services ("**Midwest**"). The Applicants obtained the loan in May 1999. As set out in the letter dated September 15, 1999, Midwest advised the Applicants, that servicing of the Mortgage loan will be transferred to HomeSide on October 1, 1999. Based on my experience in mortgage servicing, I do not believe that there would have been any other transfers of the servicing in the five months between when the Applicants executed the Note and Mortgage (May 1999) and when the servicing was transferred from Midwest to HomeSide (October 1999). In addition, I have reviewed information that is publicly available on the U.S. Department of Housing and Urban Development's website about Midwest that indicates that First Chicago and Midwest were related. Attached as **Exhibit "N"** are printouts from the website. The printouts indicate that First Chicago purchased Midwest on December 29, 1995.

(b) By October 4, 1999, Midwest transferred servicing of the loan to HomeSide. I was working at HomeSide at the time. Attached as Exhibit F to Mr. Siavrakas' Application Affidavit is a copy of a letter sent by Midwest and HomeSide to the Applicants notifying them of the transfer, which is dated September 15, 1999. As set out in that letter, the transfer was part of a larger transaction whereby HomeSide acquired substantially all of Midwest's mortgage servicing portfolio. The transfer of servicing to HomeSide from Midwest is also reflected in the MSP System. Attached as **Exhibit "O"** is another printout from the MSP System. This printout provides information about how the servicing rights in the loan were acquired. On the screen: (a) "ACQN DATE" identifies that the servicing rights in the loan were acquired on October 4, 1999, and (b) "ACQUISITION ID" identifies the transaction by which the servicing rights were acquired. I recall from my time at HomeSide that the acquisition ID number ALSSBK1099 is the number HomeSide used for the acquisition of the Midwest mortgage servicing portfolio.

(c) On or about March 4, 2003, WaMu wrote the Applicants and advised that it would be servicing the loan. A copy of the March 4, 2003 letter sent to the Applicants is attached as Exhibit G to Mr. Siavrakas' Application Affidavit. As set out in the letter, at the time, HomeSide was a division of WaMu. WaMu advised the Applicants that beginning March 17, 2003 it would service the loan under the WaMu name rather than the HomeSide name.

(d) Pursuant to a September 25, 2008 Purchase and Assumption Agreement (the "**P&A Agreement**"), Chase acquired certain assets of WaMu from the Federal Deposit Insurance Corporation, as receiver. Pursuant to Section 3.1 of the P&A Agreement, Chase acquired mortgage servicing rights of WaMu, which included the right to service the subject loan. A copy of the P&A Agreement, dated September 25, 2008 is attached as **Exhibit "P"**. The P&A Agreement is also online at https://www.fdic.gov/about/freedom/Washington_Mutual_P_and_A.pdf.

(e) By letter dated October 10, 2008, Chase notified the Applicants of its acquisition of WaMu's right to service the loan. The letter stated that, until notified otherwise, the servicing of the loan would continue under the name Washington Mutual. A copy of the October 10, 2008 letter to the Applicants is attached as Exhibit H to Mr. Siavrakas' Application Affidavit.

(f) By letter dated October 1, 2009, Chase notified the Applicants that it had transferred the servicing of the loan from the Washington Mutual name to Chase's subsidiary Chase Home Finance, LLC effective October 25, 2009. A copy of the October 1, 2009 letter sent to Applicants notifying them of this change is attached as **Exhibit "Q"**.

Applicants Cease Making Payments

14. Chase's business records indicate that the Applicants have been in default on their payment obligations under the Note and Mortgage since December 1, 2010. A payment history report for the loan from May 1999 to July 2004 is attached as **Exhibit "R"**. A redacted payment history report for the loan from July 2004 to January 2008 is attached as **Exhibit "S"**. A redacted payment history report from February 2007 to December 2010 is attached as **Exhibit "T"**.

15. Starting on or after October 25, 2009, the Applicants made payments to Chase Home Finance LLC as the servicer of the loan. The Applicants stopped making payments to Chase Home Finance LLC in November 2010.

16. At paragraph 17 of his Application Affidavit and Motion Affidavit, Mr. Siavrakas states that he ceased making payments at this time as a result of "uncertainty I had discovered in the identity of the Note Holder and loan servicer". At paragraph 47 of his Application Affidavit and paragraph 48 of his Motion Affidavit, Mr. Siavrakas states that he is prepared to repay the Mortgage if Chase produces evidence that it is the "rightful owner" of the loan. Ms. Siavrakas has made the same statement at paragraph 17 of the Dolores Siavrakas Affidavit.

17. As set out above, Chase owns the loan as Bank One, National Association's and First Chicago's successor by merger. Chase, through its counsel, provided the Applicants with documents showing the history of these mergers. By letter dated January 29, 2016, Daniel

Kofman, of Chase's counsel Blake, Cassels & Graydon LLP ("**Blakes**"), provided the Applicants with: a copy of the Application to Change Name-Instrument, which is attached as Exhibit "L", and the OCC's official certifications of the merger of First Chicago into Bank One and, subsequently, the merger of Bank One into Chase, which are attached as Exhibits "G" and "I". A copy of Mr. Kofman's January 29, 2016 letter to the Applicants is attached as **Exhibit "U"**.

18. In addition, I have attached to this Affidavit further documentation showing that Chase is First Chicago's successor-in-interest and continues to own the loan, including the Certificate of Merger for the merger between First Chicago and Bank One Columbus (Exhibit "H"), the Agreement to Merge among Bank One Chicago, Bank One Columbus and Chase (Exhibit "J"), the Note attaching the Allonge to Mortgage Note (Exhibit "B") and printouts from the MSP System (Exhibits "K", "O" and "V").

19. With respect to servicing, Chase is also the servicer of the loan. Chase became the servicer following its acquisition of certain assets of WaMu under the P&A Agreement. As set out above, where the servicer of the loan changed, the Applicants received notification of that transfer.

Note and Mortgage Were Not Sold Into Public Security by Chase

20. In paragraphs 22 and 28 of both of his Affidavits, Mr. Siavrakas refers to two letters he received from Chase dated March 9, 2011 and August 28, 2012, respectively. In each letter, Chase wrote that the Applicants' loan had been "sold into a public security managed by [Chase] and may include a number of investors". Copies of these letters are attached to Mr. Siavrakas' Affidavits as Exhibits N and S, respectively.

21. The letters Mr. Siavrakas refer to were sent in error. Chase's records show the loan was not sold into a public security by Chase. I have confirmed this in the MSP System.

22. Attached as **Exhibit "V"** is a printout from the MSP System that shows the history of which investors have owned the loan since it was first entered into the MSP System (the "**Loan History**"). The loan was entered into MSP in or around July 2004, after the servicing of the loan was transferred from HomeSide to WaMu. HomeSide used a different mortgage servicing platform, called ALSS.

23. The Loan History identifies the owner of a loan by the Investor ID. The first Investor ID for the loan was "105". This was a temporary Investor ID that WaMu assigned as part of transferring HomeSide-serviced loans from ALSS to the MSP System. On or about July 4, 2004, the loan was assigned to the permanent Investor ID 842. At the time, Investor ID 842 was Bank One, which, as set out above, owned the loan following the merger with First Chicago. Investor ID 842 subsequently changed to Chase following the merger of Bank One into Chase. As set out in the Loan History, the loan has been assigned different Investor IDs since July 2004. In each case, the actual owner of the loan – Chase – did not change after the merger of Bank One into Chase. Instead, the Investor ID changed as a result of consolidation and re-organizations of loans by WaMu and Chase. Specifically:

(a) When Chase acquired certain assets from WaMu, WaMu was operating three different versions of the MSP System, each containing certain portfolios of WaMu-serviced loans. Following the acquisition, Chase continued to use the three WaMu versions of the MSP System. In September 2009, Chase consolidated the three WaMu versions of the MSP System into one version of the MSP System that contained all the WaMu-serviced loans. As part of this consolidation, the Investor ID for the loan was changed from 842 to a temporary ID of P00 and then to a new, permanent Investor ID of 062. In the consolidated WaMu MSP System, Investor ID 062 was Chase and the loans in that portfolio were all Chase-owned loans.

(b) In November 2009, as part of an internal reorganization of the Chase-owned loans that had been serviced by WaMu before the P&A Agreement, the loan was transferred to Investor ID A11. Investor A11 was Chase and the loans in the portfolio were all Chase-owned loans.

(c) In March 2010, Chase reorganized its asset portfolios internally and the loan was transferred to Investor ID A70. Investor A70 was Chase and the loans in that portfolio were all Chase-owned loans.

(d) Finally, in October 2011, Chase updated the consolidated WaMu version of the MSP System to make the investor codes consistent with other versions of the

MSP System operated by Chase. As part of this update, the loan's Investor ID changed from A70 to the current Investor ID of X62. As noted, investor X62 is Chase and the loans in that portfolio are all Chase-owned loans.

Other Matters Raised in Applicants' Affidavits

24. In paragraph 27 of both of his Affidavits, Mr. Siavrakas refers to two letters he received from Chase, dated November 21, 2011 and January 25, 2012, which were Exhibits Q and R to those Affidavits. In those letters, Chase stated that the servicing of the loan had been transferred to Chase on October 4, 1999. Mr. Siavrakas states that this contradicts the correspondence referred to in paragraph 13 above, in which the Applicants were advised that the servicing of the Mortgage had been transferred from Midwest to HomeSide in October 1999, from HomeSide to WaMu in March 2003, and from WaMu to Chase in September 2008. These letters identify October 4, 1999 as the date that Chase acquired the servicing rights because that is the date registered in the MSP System, as reflected in the printout at Exhibit "O". As explained in paragraph **13(b)** above, HomeSide acquired the servicing rights of the loan by October 4, 1999. When the loan was transferred into the MSP System from HomeSide's ALSS system, the MSP System recorded the acquisition date as the date that HomeSide had acquired servicing rights.

25. In their Affidavits, the Applicants refer to a letter they received from Chase dated September 26, 2017 (received October 2, 2017), enclosing a cheque for $100 in relation to an application for mortgage assistance. Copies of the letter are attached as Exhibit CC to Mr. Siavrakas' Affidavits. The Applicants state that they have not made an application for mortgage assistance. This is correct. As reflected in the letter dated September 26, 2017, attached as Exhibit CC to Mr. Siavrakas' Affidavits, Chase sent $100 to certain customers as a result of an error Chase may have made in reviewing certain applications for mortgage assistance.

26. In identifying potentially-affected customers, Chase did a broad review of its records. That review identified the Applicants as possibly having been affected by Chase's error. The Applicants were identified because, by letter dated August 1, 2016, the Applicants wrote Chase's collections department regarding the loan. A copy of that letter is attached as **Exhibit "W"**.

27. Chase initially treated the Applicants' August 1, 2016 letter as an application for mortgage assistance, but then subsequently closed the application upon further review of the letter, which was not a request for mortgage assistance. Nevertheless, because the letter was initially processed as an application for mortgage assistance, Chase's review of its records identified the Applicants as customers potentially affected by the error referenced in the September 26, 2017 letter. The Applicants received $100 as a result.

SWORN BEFORE ME by Marilyn Lea at the City of Casselberry, in the State of Florida, United States of America, on **March** 16, 2018.

Notary Public

My Commission Expires: July 13th, 2019

Personally Known ____

OR Produced Identification X

Type of Identification Produced FLDL

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 998617
My Comm. Expires Jul 13, 2019

I hereby swear that the foregoing factual statements made by me are true and correct to the best of my knowledge and belief.

MARILYN LEA

Authorized Signer

JPMorgan Chase Bank, National Association

Date: 03/16/18

Court File No. CV-17-25556

PETER SIAVRAKAS et al. -and- JP MORGAN CHASE BANK, NATIONAL ASSOCIATION

Applicants Respondent

Court File No. CV-17-25556

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Windsor

AFFIDAVIT OF MARILYN LEA
SWORN MARCH 16, 2018

BLAKE, CASSELS & GRAYDON LLP
Barristers & Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto ON M5L 1A9

R.S.M. Woods LSUC #30169I
Tel: 416-863-3876
seumas.woods@blakes.com

John Mather LSUC #63766O
Tel: 416-863-5287
Fax: 416-863-2653
john.mather@blakes.com

Lawyers for the respondent

2856 PK000502

This is **Exhibit "A"** referred to in
the Affidavit of Marilyn Lea
Dated March 14, 2018

Sworn before me this 14th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

Marilyn Lea

[redacted] • Winter Park, FL [redacted]

SUMMARY

Possess solid case management experience with a background in litigation and dispute resolution. Have a strong sense of the economics of litigation, as well as a good understanding of the cost containment issues involved in minimizing liability exposure. Over 20 years of experience in mortgage loan servicing and loan origination compliance litigation. Excellent writing and analytic skills and a high volume producer, having successfully managed a large volume caseload on an ongoing basis.

PROFESSIONAL EXPERIENCE

JPMorgan Chase Bank, N.A. – Winter Park, FL **04/16/11 to Present**
MB Operations Senior Specialist III
Responsible for review of loans that are in litigation. Monitor and direct outside litigation attorneys. Attend and appear as Chase Corporate Representative at mediations, settlement conferences, and arbitrations with authority to settle. Testify at depositions, trials, and hearings for litigation involving loan origination, title claims, loan servicing, and default issues. This includes the review, understanding and ability to succinctly and accurately explain origination and title insurance documents, loan file history, servicing history and processes, forbearance plans, loan modifications, charge-offs, and REO sales transactions.

ISGN LENDING SOLUTIONS, INC. – Melbourne, FL **11/15/10 to 03/30/11**
Supervisor over Title Search and Exam Department and the Title Curative Department
Supervise two departments with staff of up to 20. The Title Search and Exam Department was responsible for conducting title search and examination in all 50 states for the creation of title commitments, review of trusts, affidavits, POA's, contracts, and more. The Curative Department was responsible for clearing Schedule B-1 title commitment requirements for approximately 1,200 closings per month nationwide. Management responsibilities include recruitment, training and evaluation of all staff, the development and implementation of all departmental policies and procedures, development of performance measurement criteria, and commencement of disciplinary action when necessary. The ISGN Processing Center was in the process of being shut down at the time I accepted my current position with Chase.

SUNTRUST BANK, N.A. – Orlando, FL **- 08/16/10 to 11/12/10**
Commercial Loan Closer *(Temporary Contract Only – No option to convert to perm status because department was being outsourced)*
Responsible for closing a monthly average of 35- 45 commercial closings in compliance with state and federal regulatory guidelines nationwide. This includes compilation and review of all closing conditions, approval of HUD-1's and deed packages, verification of all disbursements, as well as funding the loans.

FIRST AMERICAN TITLE INSURANCE COMPANY – Orlando, FL **08/03/09 to 02/03/10**
Curative Specialist
Responsible for the curing of all title commitment requirements on Florida files statewide.

This included the review of all contracts and title commitments, the preparation of deeds, affidavits, corrective instruments, disclosures, and private notes and mortgages, as well as evaluation of tax disbursements, and preparation of policies and endorsements. This position included significant contact with underwriting counsel, buyer/seller attorneys, mortgage lenders, and closing agents. The statewide processing center was shut down and reduced to a skeleton crew (based upon seniority) effective 02/03/2010.

SUNBELT TITLE AGENCY – Winter Park, FL **06/2006 – 08/2009**
Team Lead, Title Clearance Department, Production Assistance Center (08/01/07 – Present)
Title Specialist/Examiner, Production Assistance Center (06/26/06 – 07/30/07)
Supervised title clearance department with staff of 11. The department was responsible for clearing Schedule B-1 commitment requirements for all branches in the state of Florida.

- My responsibilities as supervisor of the department included recruitment, training and evaluation of all staff, the development and implementation all departmental policies and procedures, development of performance measurement criteria, and disciplinary action when necessary.
- The department conducted the review and analysis of all contracts, title commitments, judgments, probate documents, property settlement agreements, trust documents, etc, in order to determine their impact upon title; as well as preparing warranty deeds, affidavits, corrective instruments, and terminations of notices of commencement. The department was also responsible for obtaining loan and judgment payoffs and homeowner association estoppels.
- From 02/2007 to 08/2008 this review included re-examination and revision of commitments.
- The department processed up to 950 files per month.
- The production assistance center was closed effective August 8, 2009 and all personnel laid off.

OCWEN LOAN SERVICING, LLC, f/k/a OCWEN FEDERAL BANK, FSB - Orlando, FL
VA REO Title Department Supervisor (08/01/04 – Present) **12/2003 – 06/2006**
VA REO Closer (12/03 – 08/01/04)
As a Closer was responsible for closing a monthly average of 110 closings in compliance with VA, state and federal regulatory guidelines in all 50 states. This included review and approval of HUD-1's and deed packages, as well as verification of tax and other disbursement allocations.

Then promoted to manage the VA REO Title Department, during which time the department exceeded all goals by examining and clearing title for over 27,000 nationwide properties in 18 months. Responsibilities included the initial title examination of all incoming VA REO assets, resolving title defects, working title claims, and reconveyance of properties with irreconcilable title defects to lender servicers. I was also responsible for training and overseeing Closers on curing title defects as well as document preparation. In addition, the department was responsible for redemption/cancellation processing, closed file archiving, and VA audit quality control. Left firm to gain greater experience with title insurance.

PLANNED TIME OFF - Winter Park, FL **11/2002 – 12/2003**
Moved from Jacksonville to Winter Park to marry and assist spouse with his home construction and renovation business.

HOMESIDE LENDING, INC. - Jacksonville, FL **09/1996 – 11/2002**
Assistant Vice President / Litigation Manager (1997 – 2002)
Litigation Manager (1996 – 1997)
Responsible for overseeing the litigation department in handling a caseload of over 450 active litigation cases and customer complaints on an ongoing basis.

- Appointed corporate Registered Agent in all 50 states. Attended hearings, depositions and mediations as corporate representative.
- Management responsibilities included recruitment, training and evaluation of all staff, the development and implementation of all departmental policies and procedures, the development of performance measurement criteria, and disciplinary action when necessary.
- Developed and monitored multi-million dollar Litigation Department budget.
- Developed and implemented a litigation tracking database to monitor and facilitate investor reporting on entire caseload. Reports could be sorted by case type, damages claimed, estimated exposure, investor, responsible business unit, outside counsel, and more.
- Conducted internal case investigation on all lawsuits to determine liability exposure and make recommendations to in-house counsel. Such investigation included: investigation of facts; the review and analysis of applicable state and federal laws, reviewing contracts, title policies, and agency/investor guidelines; payment history reviews, conducting witness and business unit employee interviews; and, the compilation and organization of all relevant documents and exhibits.

- Hired and managed outside counsel, approved strategy and case budget.
- After approval by in-house counsel, negotiated resolution and/or settlement of pre- or early-suit cases. Case types included Fair Lending/ECOA, TILA, RESPA, FDCPA, and FCRA issues, as well as complex counter-foreclosure and bankruptcy matters, mechanic's liens, forfeitures, code violations, loan fraud, quiet title and title insurance claims, boundary and partition actions, escrow and payment application disputes, HOA and 2nd lien foreclosures, and condemnation/eminent domain cases.
- With in-house counsel approval, the department successfully negotiated and settled an average of 1,000 consumer finance litigation and title claim cases per year without the retention of outside counsel, resulting in considerable savings for the company.
- Drafted customer and outside counsel correspondence, affidavits, pleadings and settlement documents, as well as deeds and lien releases..
- Responsible for establishing a loan review program to identify loans that did not meet investor (Fannie Mae, FHLMC, FHA and VA) requirements and to achieve repurchase of the loans by the wholesale lender that sold company a non-compliant or fraudulent mortgage. In some cases we would need to file suit in order to accomplish reconveyance of the loan.
- Conducted legal research using Lexis/Nexis and AllRegs programs.
- Maintained damages payout to less than 1% of total claims.
- My position was ultimately eliminated through the Washington Mutual acquisition of HomeSide Lending when the litigation department was relocated to Seattle, Washington.

CHASE MANHATTAN CORPORATION, Tampa, FL **1994 – 1996**
Litigation Paralegal

Functioned as corporate litigation manager with responsibility for overseeing an average caseload of over 250 active mortgage origination/servicing litigation cases. Responsibilities were essentially the same as those in HomeSide Lending position above, without the management responsibilities. The position was eventually eliminated through the Chase/Chemical Bank merger when the litigation function was centralized and relocated to Edison, New Jersey.

EDUCATION

A.S. – Legal Assistant, Hillsborough Community College, Tampa, FL – 4.0 GPA
Six Sigma Training, Ocwen Federal Bank, FSB
Various Management and Other Training Courses, JPMorgan Chase Bank, HomeSide Lending, Inc. / Washington Mutual Bank, Realogy, Title Resource Guaranty Company, First American Title Insurance Company
Various Continuing Education title and ethics classes as required to maintain title agent license
Florida Title Agent License, No. E184396 (inactive)
Notary Commission No. DD912920 (inactive)

SYSTEMS

Windows; Microsoft Office Products to include Excel, Access, Word; Word Perfect; Outlook; Lotus Notes; Lexis Nexis; Westlaw, PACER; DataTrace, DataTree; and Loan Origination/Servicing systems as follows: CPI n/k/a MSP, ALSS, LPS Desktop, I-Vault, LISA, Compass, RealServicing, RealResolutions; Desktop Underwriting (DU), as well as the following Title Production systems: IClosings, ACAPS, ICAPS, FAST, DataTrace, and DataTree.

This is **Exhibit "B"** referred to in
the Affidavit of Marilyn Lea
Dated March 16th, 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

8499449203

ADJUSTABLE RATE NOTE

(1 Year Treasury Index—Rate Caps) 5946263

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

MAY 10, 1999 [Date] BLOOMFIELD HILLS [City] , MICHIGAN [State]

582 GOLD COAST DR AMHERSTBURG Ontario, Canada N9V 4A6 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 351,200.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is FIRST CHICAGO NBD MORTGAGE COMPANY, A DELAWARE CORPORATION

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.2500 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on JULY 01, 1999. I will make these payments every month until I have paid all of the principal and interest and my other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on JUNE 01, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 900 TOWER DRIVE TROY, MI 48098

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 2,395.81. This amount may change.

(C) Monthly Payment Changes

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE, 2002, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(2862) PK000508

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-QUARTERS percentage point(s) (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.250 % or less than 5.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.250 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates on my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

(2864) PK000510

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

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

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

PETER SIAVRAKAS (Seal) -Borrower

DOLORES M SIAVRAKAS (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

5946363

ADDENDUM TO NOTE

THIS ADDENDUM is incorporated into and shall be deemed to supplement and amend the Note (the "Note") to First Chicago NBD Mortgage Company (the "Lender") of the same date to which this Addendum is attached.

If any tax or amounts with respect to any tax must be deducted or withheld from any amounts payable or paid by Borrower under the Note, the Borrower shall pay such additional amount as may be necessary to ensure that the Lender actually receives and retains the full amount which the Lender would have received and retained had no such deduction or withholding been required.

In the event that any amounts with respect to any tax becomes payable under the Note, the Borrower shall pay the Lender the increased amount required on the Note pursuant to its terms and to the terms of this Addendum and Lender shall make the payment to the appropriate taxing authority on Borrower's behalf and provide borrower with proof of remittance within sixty (60) days of payment.

Agreed and Accepted by the undersigned Borrower this 10 day of MAY, 1999

Borrower:

91/15889
vanderstwardgroup

ALLONGE TO MORTGAGE NOTE

Undated

LOAN NUMBER: 8499492083

NOTE DATED: 5-10-1999

LOAN AMOUNT: 351,200.00

MORTGAGOR(s): Peter Siavrakas and Dolores M Siavrakas

PROPERTY ADDRESS: 582 Gold Coast Dr Amherstburg
Ontario, Canada N9V 4A6

Allonge to one certain Mortgage Note dated 5-10-1999 favor of First Chicago NBD Mortgage Company, executed by Peter Siavrakas and Dolores M Siavrakas

Pay to the order of
JPMorgan Chase Bank, National Association

Without recourse

SELLER: JPMorgan Chase Bank, N.A. successor by merger to Bank One, N.A. successor by merger to First Chicago NBD Mortgage Company

BY: Vermyrtis L Jones

Vermyrtis L Jones/ Vice President
Authorized Officer

(2867)

Blank

Allonge to Note

Loan #: 8499492083
Borrower: PETER SIAVRAKAS & DOLORES M SIAVRAKAS
Address: 582 GOLD COAST DR AMHERSTBURG
ONTARIO, CANADA N9V 4A6

Loan Amount: $351,200.00

Allonge to one certain note dated May 10, 1999 and executed by PETER SIAVRAKAS & DOLORES M SIAVRAKAS.

Pay to the order of _____ its successor and/or assigns without recourse in any event.

Without recourse

JPMORGAN CHASE BANK, N.A.

_____

SCOTT SYKES
VICE PRESIDENT

This is **Exhibit "C"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

Province of Ontario

Charge/Mortgage of Land

Form 2 — Land Registration Reform Act

94992092083

B

FOR OFFICE USE ONLY

ES 146924

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
ESSEX (12) WINDSOR

'99 MAY 11 AM 10 47

LAND REGISTRAR/REGISTRATEUR

New Property Identifiers — Additional: See Schedule ☐

Executions — Additional: See Schedule ☐

(1) Registry ☒ Land Titles ☐ (2) Page 1 of 16 pages

(3) Property Identifier(s): Block 01569 Property 0001 — Additional: See Schedule ☐

(4) Principal Amount Three Hundred Fifty One Thousand Nine Hundred---00/100 Dollars $ 351,900.00 U.S.

(5) Description

Part of Bois Blanc Island
being Part 5 on Plan 12R-16129,
in the Town of Amherstburg,
in the County of Essex and
in the Province of Ontario

(6) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(7) Interest/Estate Charged: Fee Simple

(8) Standard Charge Terms — The parties agree to be bound by the provisions in Standard Charge Terms filed as number 9320 and the Chargor(s) hereby acknowledge(s) receipt of a copy of these terms.

(9) Payment Provisions

(a) Principal Amount $	351,900.00 U.S.			(b) Interest Rate	% per annum		(c) Calculation Period				
(d) Interest Adjustment Date	Y 1999	M 05	D	(e) Payment Date and Period	See Schedule attached for additional payment provisions			(f) First Payment Date	Y 99	M T	D I
(g) Last Payment Date				(h) Amount of Each Payment		Dollars $					
(i) Balance Due Date				(j) Insurance	Full insurable value	Dollars $					

(10) Additional Provisions

Collateral to Note attached.

Continued on Schedule ☐

(11) Chargor(s) The chargor hereby charges the land to the chargee and certifies that the chargor is at least eighteen years old and that

We are spouses of one another.

The chargor(s) acknowledge(s) receipt of a true copy of this charge.

Name(s)	Signature(s)	Date of Signature Y	M	D
SIAVRAKAS, Peter	Peter Siavrakas	1999	05	10
SIAVRAKAS, Dolores M.	Dolores M. Siavrakas	1999	05	10

as joint tenants and not as tenants in common.

(12) Spouse(s) of Chargor(s) I hereby consent to this transaction.

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Chargor(s) Address for Service 1820 Welling, Troy, Michigan, 48098

(14) Chargee(s)

FIRST CHICAGO NBD MORTGAGE COMPANY

(15) Chargee(s) Address for Service 5700 Crooks Road, Suite 115, Troy, Michigan, 48098

(16) Assessment Roll Number of Property: Cty. 37 | Rural | Map | Sub. | Par.

(17) Municipal Address of Property

582 Gold Coast Drive
Amherstburg, Ontario
N9V 4A6

(18) Document Prepared by:

BONDY, KUZAK, RIGGS & CERVI
400-1500 OUELLETTE AVENUE
WINDSOR, ONTARIO
N8X 1K7

FOR OFFICE USE ONLY

Fees	
Registration Fee	50-
Total	50-

(2870) PK000516

THIS SCHEDULE FORMS PART OF A CHARGE/MORTGAGE ("THE CHARGE") MADE PURSUANT TO THE LAND REGISTRATION REFORM ACT MADE BETWEEN THE CHARGOR(S) IDENTIFIED IN BOX (11) ON PAGE 1 OF THE CHARGE AND THE CHARGEE IDENTIFIED IN BOX (14).

RECITALS

This Charge is given as security for the obligations of the Chargor to the Chargee pursuant to a promissory note (the "Note") dated the same date as this Charge, a true copy of the Note being annexed as Schedule "A" hereto.

The Chargor has agreed to give this Charge as a continuing collateral security to the Chargee for:

a) the repayment of the principal sum as set forth in Box (4) of the Charge and as evidenced by the Note (the "principal sum") together with interest thereon as provided in the Note and any renewals, extensions and modifications of the Note;

b) the payment of all other sums with interest advanced to protect the security of this Charge; and

c) the performance of Chargor's covenants and agreements under this Charge and the Note

and which obligations, debts and liabilities of the Chargor are hereby referred to as the "liabilities".

NOW THEREFORE to secure payment and performance of the liabilities and all other indebtedness which this Charge by its terms secures.

1. THE CHARGOR hereby charges the lands described in Box (5) of the Charge to the Chargee.

2. THE CHARGOR shall pay the principal sum and interest thereon at the rate set forth in the Note on the days and at the times and in the manner set forth in the Note, with interest as well after as before maturity, default and judgment, and with interest on overdue interest as provided in the Note but subject to the provisions hereinafter contained. PROVIDED that this Charge shall be void upon the Chargor paying or causing to be paid to the Chargee the principal sum and interest and all other amounts payable by the Chargor hereunder and observing and performing all covenants, provisoes and conditions herein contained.

3. THE CHARGOR shall observe the above proviso and will pay as they fall due all taxes, Federal income tax, rates and assessments, municipal, local, parliamentary and otherwise which now or may hereafter be imposed, charged or levied upon the said lands and premises, and when required shall leave the receipts therefor with the Chargee; and that, on default, the Chargee shall have quiet possession of the said lands, free from all encumbrances; and that the Chargor will forthwith insure and during the continuance of this Charge keep insured in favour of the Chargee against loss or damage by fire and, as the Chargee may require, against loss or damage by explosion, tempest, tornado, cyclone, lightning and other risks or hazards of any kind whatsoever, each and every building on the said land and which may hereafter be erected thereon, both during erection and thereafter, for the full insurable value thereof in lawful money of Canada in a company approved by the Chargee; and the Chargor will forthwith assign, transfer and deliver over unto the Chargee the policy of insurance and receipts thereto appertaining; and if the Chargor shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Chargee at least three days before

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the termination of any insurance, evidence of renewal thereof, the Chargee shall be entitled but shall not be obliged to insure the said buildings or any of them; and the Chargor shall forthwith on the happening of any loss or damage, furnish at their own expense all necessary proofs and do all necessary acts to enable the Chargee to obtain payment of the insurance moneys; the production of these presents shall be sufficient authority for the said insurance company to pay any such loss to the Chargee, and the said insurance company is hereby directed thereupon to do the same; and any insurance money received may, at the option of the Chargee, be applied in rebuilding, reinstating or repairing the premises or be paid to the Chargor or any other person appearing by the registered title to be or to have been the owner of the said premises or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Chargee, in whole or in part on the mortgage debt or any part thereof whether due or not then due; and the Chargor doth release to the Chargee all his claims upon the said lands, subject to the said provisos.

4. AND IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO as follows:

(a) That no part of any liabilities of the Chargor to the Chargee whether existing at the date of this Charge or incurred or arising thereafter shall be deemed to be unsecured by this Charge.

(b) That this Charge is and shall be a continuing collateral security to the Chargee for the amount of such liabilities and interest as herein provided and shall be deemed to be taken as security for the ultimate balance of such liabilities; AND these presents shall not, nor shall anything herein contained operate so as to create any merger or discharge of any debt owing to the Chargee or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Chargee from the Chargor or from any other person or persons and this Charge shall not in any way prejudicially affect any security held or which may hereafter be held by the Chargee for the said liabilities or any part thereof, or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Chargee for or on account of the said liabilities or any part or parts thereof, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of this Charge.

(c) That any and all payments made in respect of the said liabilities and interest and the moneys or other proceeds realized from the sale of any securities held therefor including this Charge may be applied and reapplied notwithstanding any previous application on such part or parts of such liabilities or interest as the Chargee may see fit or may be held unappropriated in a separate collateral account for such time as the Chargee may see fit.

(d) That the Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, make take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept

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compositions from and may otherwise deal with the Chargor and all other persons securities and guarantees as the Chargee may see fit without prejudicing the rights of the Chargee under this Charge.

(e) That the taking of judgment in respect of the said liabilities or any instrument or instruments now or hereafter representing or evidencing the said liabilities or under any of the covenants herein or in any such instrument contained or implied shall not operate as a merger of the said liabilities, or such instrument, instruments or covenants nor affect the Chargee's right to interest at the rate and times herein provided nor affect nor prejudice any rights or remedies given to the Chargee by the terms hereof.

5. IT IS FURTHER STIPULATED, provided and agreed that the Chargee may pay the amount of any encumbrance, lien or charge, now or hereafter existing, or to arise or to be claimed upon the said lands, having or capable of having or purporting to have priority over this Charge, including any taxes or other rates on the said lands or any of them, and may pay all costs, charges and expenses and all solicitors' charges or commissions, as between a solicitor and its client, which may be incurred in taking, recovering and keeping possession of the said premises and generally in any proceedings or steps of any nature whatever properly taken in connection with or to realize this security, or in respect of the collection of any overdue interest, principal, insurance premiums or any other moneys whatsoever payable by the Chargor hereunder, whether any action or other judicial proceeding to enforce such payment has been taken or not; and the amount so paid and insurance premiums for fire or other risks or hazards and any other moneys paid hereunder by the Chargee shall be added to the moneys hereby secured and a charge on the said lands and shall bear interest at the rate aforesaid and shall be payable forthwith by the Chargor to the Chargee; and the non-payment of such amount shall be a default of payment within the meaning of those words in the proviso next following and shall entitle the Chargee to exercise the powers under such proviso; and in the event of the Chargee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the moneys advanced on the security of this Charge or otherwise, the Chargee shall be entitled to all the rights, equities and securities of the person or persons, company, corporation or Government so paid off and is hereby authorized to retain any discharge, thereof, without registration, for a longer period than six months if the Chargee deems it proper to do so.

6. PROVIDED that the said Chargee on default of payment for at least fifteen days may on at least thirty-five days' notice enter on and lease the said lands or on default of payment for at least fifteen days may on at least thirty-five days' notice sell the said lands. Such notice shall be given to such persons and in such manner and form and within such time as provided under Part III of The Mortgages Act, R.S.O. 1990, C.M. 40. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with a grown-up person on the said lands, if occupied, or by placing it on some portion of the said lands if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the lands are situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person or persons to be affected thereby may be unknown, unascertained , or under disability. PROVIDED FURTHER, without prejudice to the statutory powers of the Chargee under the foregoing proviso, that

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in case default be made in the payment of the said principal or interest or any part thereof and such default continue for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. AND it is hereby further agreed that the whole or any part or parts of the said lands may be sold by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale hereunder may be applied in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the said lands or by reason of non-payment or procuring payment of moneys, secured hereby or otherwise, and that the Chargee may sell any of the said lands on such terms as to credit and otherwise as shall appear to it most advantageous and for such prices as can reasonably be obtained therefore and may make any stipulations as to title or evidence or commencement of title or otherwise which it shall deem property, and may buy, in or rescind or vary any contract for the sale of the whole or any part of the said lands and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such moneys as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as it shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder; and that the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power or that such power had been improperly or irregularly exercised, or that such notice had not been given, but any person damnified by an authorized, improper or irregular exercise of the power shall have his remedy against the person exercising the power in damages only; and the above powers may be exercised by the successors and assigns of the Chargee, and against the heirs, executors, administrators, successors and assigns of the Chargor.

7. **IT IS HEREBY MUTUALLY COVENANTED AND AGREED** by and between the parties hereto that all erections and improvements fixed or otherwise now on or hereafter put upon the said premises, including but without limiting the generality of the foregoing, all fences, heating, piping, plumbing, aerials, air-conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, window blinds, radiators and covers, fixed mirrors, fitted blinds, storm windows and storm doors, window screens and screen doors, shutters and awnings, floor coverings, and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures thereon, be and become fixtures and an accession to the freehold and a part of the realty as between the parties thereto , their heirs, executors, administrators, successors, legal representatives and assigns and all persons claiming by, through or under them and shall be a portion of the security for the liabilities herein mentioned.

8. **PROVIDED** that the Chargee may at all times release any part or parts of the said lands or any other security or any surety from payment of all or any part of the moneys hereby secured or may release the Chargor or any other person from any covenant or other liability to pay the said moneys or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Chargee, and without thereby releasing any other part of the said lands or any other such

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security or any such surety or the covenants herein or therein contained, it being especially agreed that the lands and every such security, surety and covenant not specifically released by the Chargee shall stand charged with the whole of the moneys hereby secured, notwithstanding any such release, or any other act or any omission of the Chargee with respect to the said liabilities, the lands, any such other security or any such surety.

9. **PROVIDED** that no failure to enforce at any time or from time to time any of the rights of the Chargee hereunder shall prejudice such rights or any other rights of the Chargee; no performance or payment by the Chargee in respect of any breach or default hereunder of the Chargor shall relieve the Chargor from any default hereunder; and no waiver at any time or from time to time of any such rights of the Chargee shall prejudice such rights in the event of any future default or breach.

10. **THE CHARGOR** covenants with the Chargee that he will not permit or suffer the said lands and buildings to become or remain vacant or permit or suffer any act of waste on the said lands and that he will keep the said lands and the buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof respectively, and that the Chargee may, whenever it deems necessary, by its surveyor or agent enter upon and inspect the said mortgaged lands, and the reasonable cost of such inspection shall be added to the Charge debt; and that if the Chargor neglects to keep the said premises in good condition and repair, or commits or permits any act of waste on the said lands (as to which the Chargee shall sole be judge) or makes default in the payment of any part of the moneys hereby secured (whether for principal or interest) or of any instrument, promissory note, bill of exchange or other obligations, now or at any time hereafter held by the Chargee in respect of or representing or securing the moneys hereby secured or any part thereof, or makes default as to any of the covenants, agreements or provisos herein contained, the whole of the moneys (including the principal, interest and other moneys) hereby secured shall at the option of the Chargee forthwith become due and payable, and in default of payment of same with interest as in the case of payment before maturity all the powers in and by this Charge conferred including the powers contained in paragraph 6 hereof shall become exercisable; and the Chargee may make such repairs as it deems necessary, and the cost thereof with interest thereon at the rate aforesaid until paid shall be a charge upon the land prior to all claims thereon subsequent to these presents.

11. **THE CHARGOR** covenants and agrees with the Chargee that in the event of default in the payment of any of the moneys payable hereunder by the Chargor or on breach of any covenant, proviso or agreement herein contained, the Chargee may, at such time or times as the Chargee may deem necessary and without the concurrence of any person, enter upon the said lands and may make such arrangements for completing the construction of, repairing or putting in order any building or other improvements on the mortgaged premises, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the mortgaged premises and may lease all or any part of the mortgaged property, as the Chargee may deem expedient; and all reasonable costs, charges and expenses, including allowances for the time and service of any employee of the Chargee or other person appointed for the above purposes, shall be forthwith payable to the Chargee and shall be a charge upon the mortgaged property and shall bear interest at the rate aforesaid until paid.

12. **PROVIDED** that no extension of time given by the Chargee to the Chargor, or anyone claiming under him or any other dealing by the Chargee with the owner of the equity of redemption of the said lands, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for payment of any of the moneys hereby secured.

A.J. D.S.

13. THESE presents are in addition to and not in substitution for any other security held by the Chargee for all or any of the moneys secured hereunder, and the Chargee may follow its remedies thereunder, hereunder and in respect of the liabilities, concurrently or successively at its option.

14. PROVIDED that until default of payment the Chargor shall have quiet possession of the said lands.

15. PROVIDED and it is hereby further agreed by and between the Chargor and the Chargee that should default be made by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any mortgage to which this Charge is subject, then and in that event the moneys hereby secured shall forthwith become due and be payable, at the option of the Chargee, and all the powers in and by this Charge conferred including the powers of sale shall become exercisable.

17. THE Chargee shall have a reasonable time after payment of the mortgage moneys in full within which to prepare and execute a discharge of this Charge, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Chargor.

18. THE expenses of the examination of title and of this Charge are to be secured hereby, the same to be charged hereby upon the said lands and shall be upon demand payable forthwith with interest at the rate aforesaid and in default of the said Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

19. PROVIDED that all such payments hereby secured shall be made at the Branch of the said Chargee hereinbefore designated or at such other place as the Chargee may designate in writing to the Chargor, in lawful money of the United States of America.

20. AND IT IS FURTHER AGREED that in the event that at any time any provision of these presents is illegal or invalid under or inconsistent with the provisions of any applicable statute or regulation thereunder or would by reason of the provisions of any such statute or regulation render the Chargee unable to collect the amount of any loss sustained by it as a result of making the above recited loan, which it would otherwise be able to collect under such statute, then such provision shall not apply and shall not be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

21. THE CHARGOR COVENANTS AND WARRANTS:

(a) that the lands and premises comply with all applicable environmental laws;

(b) that no proceedings alleging violations of applicable environmental laws are pending on the lands and premises;

(c) that the Chargor has no knowledge of contamination of the lands and premises; and

(d) that the Chargor will comply with all applicable environmental laws in the future;

(e) that with respect to the lands and premises the Chargor assumes all responsibility and all liability for toxic substance cleanup resulting from any violations, past, present, or future, and agrees to indemnify Chargee, its successors and assigns, for any and all resulting liabilities or costs.

M.S.
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22. IF any of the form of words contained herein are also contained in Column One of Schedule B of the Short Forms of Mortgages Act, R.S.O. 1980 Ch. 474, and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column Two of Schedule B of the said Act distinguished by the same number, and this Charge shall be interpreted as if the Short Forms of Mortgages Act were still in full force and effect. If any such form of words, or any other terms of this Charge, are inconsistent with any of the covenants provided for in Section 7 of the Land Registration Reform Act, any such covenant so provided for in the Land Registration Reform Act, to the extent that it is so inconsistent, is expressly excluded from the terms of this Charge.

23. NOTWITHSTANDING anything herein contained, it is declared and agreed that any time and from time to time when there shall be default under the provisions of the Charge, the Chargee may, at such time and from time to time and with or without entry into possession of the charged lands, or any part thereof, by instrument in writing appoint any person, whether an officer or officers or an employee or employees of the Chargee or not, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) of the charged lands, or any part thereof, and of the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any receiver and appoint another in his stead, and that, in making any such appointment or removal , the Chargee shall be deemed to be acting as the agent or attorney for the Chargor, but no such appointment shall be revocable by the Chargor. Upon the appointment of any such receiver from time to time the following provisions shall apply:

(a) Every such receiver shall have unlimited access to the charged lands as agent and attorney for the Chargor (which right of access shall not be revocable by the Chargor) and shall have full power and unlimited authority to

(i) collect the rents and profits from tenancies whether created before or after these presents,

(ii) rent any portion of the charged lands which may become vacant on such terms and conditions as he considers advisable and enter into and execute leases, accept surrenders and terminate lease,

(iii) complete the construction of any buildings or buildings or other erections or improvements on the charged lands left by the Chargor in an unfinished state or award the same to others to complete and purchase, repair and maintain any personal property including, without limitation, appliances and equipment, necessary or desirable to render the premiums operable or rentable, and take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description,

(iv) manage, operate, repair, alter or extend the charged lands or any part thereof.

The Chargor undertakes to ratify and confirm whatever any such receiver may do in the premises.

(b) The Chargee may at its discretion vest the receiver with all or any of the rights and powers of the Chargee.

(c) The Chargee may fix the reasonable remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the charged lands.

D.S.

(d) Every such receiver shall be deemed the agent or attorney of the Chargor and, in no event, the agent of the Chargee and the Chargee shall not be responsible for his acts or omissions.

(e) The appointment of any such receiver by the Chargee shall not result in or create any liability or obligation on the part of the Chargee to the receiver or to the Chargor or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Chargee a Chargee in possession of the charged lands.

(f) No such receiver shall be liable to the Chargor to account for monies other than monies actually received by him in respect of the charged lands, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:

(i) his remuneration aforesaid;

(ii) all costs and expenses of every nature and kind incurred by him in connection with the exercise of his powers and authority hereby conferred;

(iii) interest, principal and other money which may, from time to time, be or become charged upon the charged lands in priority to these presents, including taxes;

(iv) to the Chargee all interest, principal and other monies due hereunder to be paid in such order as the Chargee in its discretion shall determine;

(v) and therefore, every such receiver shall be accountable to the Chargor for any surplus.

The remuneration and expenses of the receiver shall be paid by the Chargor on demand and shall be a charge on the charged lands and shall bear interest from the date of demand at the same rate as applies to the principal hereby secured.

(g) Save as to claims for accounting under clauses (f) of this paragraph, the Chargor hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not which may arise or be caused to the Chargor or any person claiming through or under him by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.

(h) The Chargee may, at any time and from time to time, terminate any such receivership by notice in writing to the Chargor and to any such receiver.

(i) The statutory declaration of an officer of the Chargee as to default under the provisions of these presents and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual.

(j) The rights and powers conferred herein in respect of the receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.

24. NOTWITHSTANDING anything contained in the Note or this Charge to the contrary, and without prejudice to Chargee's rights to levy, enforce and/or collect any default rate of interest

D.S.

provided hereunder as against the Chargor or the property of the Chargor other than the lands hereby charged, Chargee agrees that this Charge shall not secure to the Chargee any fines, penalties or sums payable to Chargee under the Note which have the effect of increasing the rate of interest under this Charge on arrears of principal or interest beyond the rate of interest payable on principal money not in arrears.

25. The yearly rate or percentage interest for purposes of the Interest Act (Canada) is the rate of 7.00% per annum calculated yearly not in advance, as such rate may be varied to a maximum interest rate of % per annum calculated yearly not in advance as provided in the Note.

26. IF for the purposes of obtaining judgment in any court with respect to any obligation of the Chargor hereunder it becomes necessary to convert into any other currency any currency, then the conversion shall be made at the rate of exchange prevailing on the business day before the day on which the judgment is given. For the purposes of this paragraph "rate of exchange" means the spot rate which NBD Bank quotes (or quoted) in the ordinary course of business on the relevant date to purchase the currency with such other currency (or alternatively, at the sole discretion of the Chargee, the Bank of Canada noon spot rate of exchange for the relevant date). In the event that there is a change in the rate of exchange prevailing between the business day before the day on which the judgment is given and the date of payment, the undersigned will pay such additional amount (if any) as may be necessary to ensure that the amount paid on such date is the amount in such other currency which when converted at the rate of exchange on the date of payment is the amount originally owing hereunder at the time of the conversion first referred to above. Any amount due from the Chargor under this paragraph will be due as a separate debt and shall not be affected by or merged into any judgment obtained for any other sum or sums due under or in respect of this Charge.

27. NOTWITHSTANDING the place where any liability originates or arises, or is to be repaid, any suit, action or proceeding arising out of or relating to the Charge may be instituted in any court of competent jurisdiction in the Province of Ontario or the State of Michigan, and the Chargor hereby irrevocably waives any objection which they may have hereafter to the laying of such venue of any suit, action or proceeding and any claim that any such suit, action or proceeding has been brought in an inconvenient forum, the Chargor hereby irrevocably submits its person and property to the jurisdiction of any such court in any such suit, action or proceedings. The Chargor hereby consents to the service of process in any suit, action or proceeding of the nature referred to in this paragraph by the mailing of a copy thereof by registered or certified mail, postage prepaid, or personally delivering a copy thereof to the Chargor addressed to the address set forth in the Charge, or such other address as the Chargor may hereafter specify to the Chargee in writing. Nothing in this paragraph shall affect the right of the Chargee to serve process in any other manner permitted by law or limit the right of the Chargee to bring proceedings against the Chargor for any of its property in the Courts of any other jurisdiction in which it is subject to service of process. This Charge shall be governed by and construed in accordance with the laws of the Province of Ontario.

28. IF all or any part of the lands or any interest therein is sold or transferred without the Chargee's prior written consent, the Chargee may, at its option, require immediate payment in full of all sums secured by this Charge.

D.S.

29. **IT IS HEREBY AGREED AND DECLARED** that the expression "the Chargor" used in these presents shall include the heirs, executors, administrators, successors and assigns of the Chargor, and the expression "the Chargee" shall include the successors and assigns of the Chargee, the words in the singular include the plural, and the words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the context so requires, and that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor shall be equally binding upon his, her or their respective heirs, executors, administrators, successors and assigns and that all such covenants, liabilities and obligations shall be joint and several. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargee shall be equally secured to the Chargee shall be equally secured to and exercisable by its successors and assigns.

30. **IF** at any time the Chargee determines in good faith (which determination shall be conclusive and binding for all purposes in the absence of manifest error) and gives notice to the Chargor, specifying the nature of the event or circumstance, that any present or future law, regulation, order, treaty, official directive or guideline (relating to capital adequacy or otherwise, but not relating to general income tax liability of the Chargee, and whether or not having the force of law), or any change therein or in the interpretation or application thereof by any authority charged with the administration thereof, including the Superintendent of Financial Institutions for Canada, or by any court or any compliance by such Chargee with any request, directive or guidelines of any applicable monetary, fiscal or other governmental agency or authority, including the Superintendent of Financial Institutions for Canada, (whether or not having the force of law), has the effect in respect of any monies advanced by the Chargee under the Note or this Charge of:

a) increasing the cost to the Chargee of maintaining the loan;

b) reducing the amount of principal interest, fees or other amounts received or receivable by the Chargee hereunder or its effective return hereunder; or

c) causing such Chargee to make any payment, or to forego any interest or other return on or calculated by reference to, any sum received or receivable by it hereunder;

then in any such case, upon 30 days demand being made upon the Chargor by the Chargee, the Chargee may at its option require immediate payment in full of all sums secured by this Charge.

31. **IF** it shall become unlawful in any relevant jurisdiction for the Chargee to maintain advances pursuant hereto, the Chargor shall prepay to the Chargee upon request by the Chargee, forthwith or at the end of such period as the Chargee shall have permitted, that portion of the principal indebtedness of the Chargor pursuant hereto affected by such illegality, together with interest accrued thereon to the date of prepayment, and where applicable, all other sums due hereunder with respect to the liability.

32. **EACH PAYMENT** by the Chargor to the Chargee pursuant hereto and under the Note shall be made with out setoff or counterclaim in United States dollars to the credit of the Chargee on the day on which such payment is required to be made hereunder and under the Note, as provided in the Note.

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13

ADJUSTABLE RATE NOTE

(1 Year Treasury Index—Rate Caps) 5966363

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

MAY 10, 1999 [Date] BLOOMFIELD HILLS [City] , MICHIGAN [State]

582 GOLD COAST DR AMHERSTBURG Ontario, Canada N9V 4A6 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 351,200.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is FIRST CHICAGO NBD MORTGAGE COMPANY, A DELAWARE CORPORATION

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.2500 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on JULY 01 , 1999 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on JUNE 01, 2029 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 900 TOWER DRIVE TROY, MI 48098

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 2,295.81 . This amount may change.

(C) Monthly Payment Changes

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE , 2002 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(2881)

PK000527

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

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

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

PETER STAVRAKAS (Seal) -Borrower

DOLORES K STAVRAKAS (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

5946363

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ADDENDUM TO NOTE

THIS ADDENDUM is incorporated into and shall be deemed to supplement and amend the Note (the "Note") to First Chicago NBD Mortgage Company (the "Lender") of the same date to which this Addendum is attached.

If any tax or amounts with respect to any tax must be deducted or withheld from any amounts payable or paid by Borrower under the Note, the Borrower shall pay such additional amount as may be necessary to ensure that the Lender actually receives and retains the full amount which the Lender would have received and retained had no such deduction or withholding been required.

In the event that any amounts with respect to any tax becomes payable under the Note, the Borrower shall pay the Lender the increased amount required on the Note pursuant to its terms and to the terms of this Addendum and Lender shall make the payment to the appropriate taxing authority on Borrower's behalf and provide borrower with proof of remittance within sixty (60) days of payment.

Agreed and Accepted by the undersigned Borrower this 10 day of MAY, 1999

Borrower:

Dolores M. Siavialas

91/15889
vanderstl\word\groarup

This is **Exhibit "D"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

Ontario ServiceOntario

LAND REGISTRY OFFICE #12

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

01569-0107 (LT)

PREPARED FOR RJSavela
ON 2016/01/27 AT 07:18:25

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BOIS BLANC ISLAND MALDEN PT S 12R16129; AMHERSTBURG

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN R1432122.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 01569-0229

PIN CREATION DATE:
2001/09/24

OWNERS' NAMES
SIAVRAKAS, DOLORES M
SIAVRAKAS, PETER

CAPACITY SHARE
JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DOTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 2001/09/24 **						
12R13258	1994/06/14	PLAN REFERENCE				C
12R14574	1996/04/26	PLAN REFERENCE				C
12R15210	1997/02/18	PLAN REFERENCE				C
12R15216	1997/02/19	PLAN REFERENCE				C
R1382963	1997/04/29	AGREEMENT		1078385 ONTARIO LIMITED	THE CORPORATION OF THE TOWNSHIP OF MALDEN	C
REMARKS: 1333286, 1343017 DECLARATION UNDER SECTION 24 OF THE REGISTRY ACT #1411874						
R1398189	1997/09/03	AGREEMENT		THE TOWNSHIP OF MALDEN	1078385 ONTARIO LIMITED MALDEN PUBLIC UTILITIES COMMISSION	C
REMARKS: #1333286, 1343017, 1382963 CORRECTIONS: 'PARTY' CHANGED FROM 'THE TOWN OF MALDEN' TO 'THE TOWNSHIP OF MALDEN' ON 2002/06/21 BY STEVEN HALE.						
R1400328	1997/09/23	DECL SEC 22		DECLARATION UNDER SECTION 24 OF THE REGISTRY ACT		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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PK000531

Ontario ServiceOntario

LAND REGISTRY OFFICE #12

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

01569-0107 (LT)

PREPARED FOR EJSavela
ON 2016/01/27 AT 07:18:25

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: # 1382963					
12R15771	1997/10/06	PLAN REFERENCE				
R1405371	1997/11/05	AGREEMENT		1078385 ONTARIO LIMITED	THE CORPORATION OF THE TOWNSHIP OF MALDEN MALDEN PUBLIC UTILITIES COMMISSION	C C
	REMARKS: #1333286, 1343017, 1382963, 1398189 *CORRECTIONS: 'PARTY: MALDEN PUBLIC UTILITIES COMMISSION' ADDED ON 2002/06/21 BY STEVEN HALE.*					
R1408478	1997/12/03	AGREEMENT		1078385 ONTARIO LIMITED	THE TOWNSHIP OF MALDEN MALDEN PUBLIC UTILITIES COMMISSION	C
	REMARKS: # 1333286,1343017,1382963,1398189,1405371 *CORRECTIONS: 'PARTY: MALDEN PUBLIC UTILITIES COMMISSION' ADDED ON 2002/06/21 BY STEVEN HALE.*					
R1411674	1998/01/08	DECL SEC 22		1078385 ONTARIO LIMITED	TOWNSHIP OF MALDEN MALDEN PUBLIC UTILITIES COMMISSION	C
	REMARKS: #1382963					
12R16129	1998/03/19	PLAN REFERENCE				C
R1460922	1999/05/11	REST COV APL ANNEX				C
R1460923	1999/05/11	TRANSFER	$589,290	ISLAND COVE DEVELOPMENT LTD	SIAVRAKAS, PETER SIAVRAKAS, DOLORES M	C
	REMARKS: PART 5 12R-16129					
R1460924	1999/05/11	CHARGE	$351,900	SIAVRAKAS, PETER SIAVRAKAS, DOLORES M	FIRST CHICAGO NBD MORTGAGE COMPANY	C
	REMARKS: PART 5 12R-16129					
CE697415	2016/01/19	APL CH NAME INST		FIRST CHICAGO NBD MORTGAGE COMPANY	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	C
	REMARKS: R1460924.					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

2886 PK000532

This is **Exhibit "E"** referred to in
the Affidavit of Marilyn Lea
Dated March 12, 2018

Sworn before me this 12th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

FIRST
CHICAGO
NBD
MORTGAGE COMPANY

Mortgage Loan Commitment

Name of Borrower(s)				Date
PETER SIAVRAKAS, DELORES SIAVRAKAS				4/26/99
Property Address				
582 GOLD COAST DRIVE, AMHERSTBERG, ONTARIO, CANADA N9V 4A6				
Loan Type	Loan Term	Purchase Price*	Down Payment	Loan Amount
3/1 ARM	360 MOS.	$439,900.00	$88,000.00	$351,900.00
Interest Rate (Initial Rate for ARM Loan)**	Margin**	Interest Rate/Lock Expiration Date**	Commitment Expiration Date***	Commitment Fee
7.250%	2.750	FLOAT	7/21/99	0
Origination Fee	Loan Discount (Points)*	Loan Processing Fee	Other Fee	Other Fee
0	0	$325.00	0	0

* Purchase Price is estimated if pre-approval

** If you have chosen the Float Option or if your interest rate lock has expired, please refer to your Rate Option Agreement for additional information. If you have elected the Lock Option, the rate and point(s) indicated above are valid until the Interest Rate/Lock Expiration Date.

*** Lender may require updated credit related items before agreeing to close your loan.

Origination Fee and Loan Discount (Points) may include amounts to be paid by others, if applicable.

We are pleased to inform you that FCNBD Mortgage Company has approved your mortgage loan request subject to the receipt of items described below. We reserve the right to modify or cancel this commitment based upon information received or if there is significant change in your financial condition between the date of this approval and loan closing. Upon satisfactory completion of the requirements stated below, we will issue an updated commitment that identifies any additional fees and requirements. (See reverse side for General Terms and Conditions).

Thank you for selecting FCNBD MORTGAGE COMPANY for your home financing needs.

Subject to:

- ☒ Satisfactory Flood Certification
- ☒ FCNBD MORTGAGE COMPANY securing First Lien Position
- ☒ Satisfactory appraisal with minimum value of $ 439,900.00
- ☐ Satisfactory Purchase Agreement/Builder Contract (fully executed) not to exceed $ _____
- ☐ Builder and Project Approval (Construction/Mortgage Only)
- ☐ Sale of current residence to net $ _____
- ☐ Other _____
- ☐ Other _____

FOR: FIRST CHICAGO NBD MORTGAGE COMPANY

(Signature) Thomas C. Strausser — 4/26/99 (Date)

AVP (Title)

The undersigned(s) hereby accepts this commitment

(Borrower's signature) — May 3rd 1999 (Date)

(2888) PK000534

This is **Exhibit "F"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

Land Registration Reform Act

94994920 93

SET OF STANDARD CHARGE TERMS

Filed by
Dye & Durham Co. Inc.

Filing Date: November 30, 1993
Filing number: 9320

The following Set of Standard Charge Terms shall be deemed to be included in every charge in which the set is referred to by its filing number, as provided in section 9 of the Act.

Exclusion of Statutory Covenants

1. The implied covenants deemed to be included in a charge under subsection 7(1) of the *Land Registration Reform Act* as amended or re-enacted are excluded from the Charge.

Right to Charge the Land

2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose.

Good Title in Fee Simple

4. The Chargor, at the time of the execution and delivery of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfil and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Obligation to Advance

7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon the execution of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale

9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

Quiet Possession

10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer and execute, or cause or procure to be made, done, suffered and executed, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Acceleration of Principal and Interest

13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

Building Charge 18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

Extensions not to Prejudice 19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to register any such agreement in order to retain priority for the Charge so altered over any instrument registered subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

No Merger of Covenants 20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

Change in Status 21. Immediately after any change or happening affecting any of the following, namely: *(a)* the spousal status of the Chargor, *(b)* the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of *(a)*, *(b)* and (c) above as the Chargee may from time to time request.

Condominium Provisions 22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.

Discharge 23. The discharge of the Charge shall be prepared by the Chargee and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Chargor.

Guarantee 24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:

(a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS ($2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.

(b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.

(c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Date of Charge 25. The date of the Charge unless otherwise provided shall be the earliest date of signature by a Chargor.

Interpretation In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several. And the headings beside each paragraph herein are for reference purposes only and do not form part of the covenants herein contained.

ACKNOWLEDGMENT

This Set of Standard Charge Terms is included in a Charge dated the day of , 19 , made by

as Chargor(s)

To

as Chargee(s)

as Guarantor(s)

and each Chargor and Guarantor hereby acknowledges receipt of a copy of this Set of Standard Charge Terms before signing the Charge.

Guarantor(s)

Chargor(s)

(2893) PK000539

This is **Exhibit "G"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16 day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

EXHIBIT 1

Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing, MS 3-8
250 E Street, S.W.
Washington, DC 20219

September 4, 2001

Mr. Bruce Rigelman
Counsel
Law Department
Bank One Corporation
100 East Broad Street, 18th Floor
Columbus, Ohio 43215

Dear Mr. Rigelman:

This letter is the official certification of the Comptroller of the Currency (OCC), under 12 U.S.C. § 215a-3, of the merger of First Chicago NBD Mortgage Company, Troy, Michigan, and Banc One Mortgage Corporation, Indianapolis, Indiana, into and under the charter and title of Bank One, National Association, Columbus, Ohio, Charter Nr. 7621, effective September 1, 2001.

The OCC also authorizes the resulting bank, should the consolidation occur between Call Report dates, to recalculate its legal lending limit. The new lending limit should be calculated by using data from the last Call Report of the individual banks filed prior to consummating the consolidation, as adjusted for the combination. The resulting bank will then file a new Call Report and begin calculating its legal lending limit according to 12 C.F.R. 32.4(a) at the end of the quarter following consummation of the consolidation.

In the event of questions, please contact Senior Licensing Analyst Abel Reyna at (202) 874-5060 or by e-mail at: largebanks@occ.treas.gov.

Sincerely,

Richard T. Erb
Licensing Manager

Control Nr. 2001-ML-02-0023

This is **Exhibit "H"** referred to in
the Affidavit of Marilyn Lea
Dated March 16th, 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"FIRST CHICAGO NBD MORTGAGE COMPANY", A DELAWARE CORPORATION,

WITH AND INTO "BANK ONE, NATIONAL ASSOCIATION" UNDER THE NAME OF "BANK ONE, NATIONAL ASSOCIATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE COUNTRY OF UNITED STATES, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF AUGUST, A.D. 2001, AT 10:31 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF SEPTEMBER, A.D. 2001.

Jeffrey W. Bullock, Secretary of State

794212 8100M
SR# 20180442296

Authentication: 202020647
Date: 01-23-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:31 AM 08/31/2001
010433372 - 0794212

CERTIFICATE OF MERGER
FOR THE MERGER OF
FIRST CHICAGO NBD MORTGAGE COMPANY
INTO
BANK ONE, NATIONAL ASSOCIATION
(Under Section 252 of the General Corporation Law
of the State of Delaware)

The undersigned BANK ONE, NATIONAL ASSOCIATION, a national banking association, does hereby certify as follows:

FIRST: The name, jurisdiction of organization, and main office location or principal place of business of each constituent corporation is:

(a) FIRST CHICAGO NBD MORTGAGE COMPANY, a Delaware corporation with its principal place of business in Troy, Michigan; and

(b) BANK ONE, NATIONAL ASSOCIATION, a national banking association organized under the federal laws of the United States of America with its main office in Columbus, Ohio.

SECOND: An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each constituent corporation in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware. The Agreement of Merger provides for the Merger of FIRST CHICAGO NBD MORTGAGE COMPANY into BANK ONE, NATIONAL ASSOCIATION.

THIRD: The effective time of the Merger shall be 12:01 A.M. Central Time, September 1, 2001.

FOURTH: The name of the surviving corporation of the Merger is BANK ONE, NATIONAL ASSOCIATION ***(the "Surviving Corporation").***

FIFTH: The Articles of Association of the Surviving Corporation shall be those of BANK ONE, NATIONAL ASSOCIATION as in effect immediately before the Merger.

SIXTH: The Surviving Corporation is a national banking association organized under the federal laws of the United States of America.

SEVENTH: The federal laws of the United States of America permit the Merger.

EIGHTH: A copy of the Agreement of Merger is on file at the principal place of business of the Surviving Corporation at 100 East Broad Street, Columbus, Ohio 43215, and will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either constituent corporation.

NINTH: The authorized capital stock of FIRST CHICAGO NBD MORTGAGE COMPANY is 45,000 shares of Common Stock, par value $100.00 per share.

TENTH: The Surviving Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of FIRST CHICAGO NBD MORTGAGE COMPANY, as well as for the enforcement of any obligation of the Surviving Corporation, including any suit or other proceeding to enforce the right of any stockholders as determined in any appraisal proceedings pursuant to Section 252 of the General Corporation Law of the State of Delaware, and hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceedings, and requests that the Secretary of State send a copy of any such process to it at its address stated above.

IN WITNESS WHEREOF, BANK ONE, NATIONAL ASSOCIATION has caused this Certificate to be executed on its behalf by the undersigned duly authorized officer as of the 24th day of August, 2001.

BANK ONE, NATIONAL ASSOCIATION
Columbus, Ohio

By: Bruce Rigelman
Bruce Rigelman, First Vice President

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BANC ONE MORTGAGE CORPORATION", A DELAWARE CORPORATION,

WITH AND INTO "BANK ONE, NATIONAL ASSOCIATION" UNDER THE NAME OF "BANK ONE, NATIONAL ASSOCIATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE COUNTRY OF UNITED STATES, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF AUGUST, A.D. 2001, AT 10:30 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF SEPTEMBER, A.D. 2001 AT 12:01 O'CLOCK A.M.

Jeffrey W. Bullock, Secretary of State

413228 8100M
SR# 20180442333

Authentication: 202020656
Date: 01-23-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:30 AM 08/31/2001
010433361 – 0413228

CERTIFICATE OF MERGER
FOR THE MERGER OF
BANC ONE MORTGAGE CORPORATION
INTO
BANK ONE, NATIONAL ASSOCIATION
(Under Section 252 of the General Corporation Law
of the State of Delaware)

The undersigned BANK ONE, NATIONAL ASSOCIATION, a national banking association, does hereby certify as follows:

FIRST: The name, jurisdiction of organization, and main office location or principal place of business of each constituent corporation is:

(a) BANC ONE MORTGAGE CORPORATION, a Delaware corporation with its principal place of business in Indianapolis, Indiana; and

(b) BANK ONE, NATIONAL ASSOCIATION, a national banking association organized under the federal laws of the United States of America with its main office in Columbus, Ohio.

SECOND: An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each constituent corporation in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware. The Agreement of Merger provides for the Merger of BANC ONE MORTGAGE CORPORATION into BANK ONE, NATIONAL ASSOCIATION.

THIRD: The effective time of the Merger shall be 12:01 A.M. Central Time, September 1, 2001.

FOURTH: The name of the surviving corporation of the Merger is BANK ONE, NATIONAL ASSOCIATION ***(the "Surviving Corporation")***.

FIFTH: The Articles of Association of the Surviving Corporation shall be those of BANK ONE, NATIONAL ASSOCIATION as in effect immediately before the Merger.

SIXTH: The Surviving Corporation is a national banking association organized under the federal laws of the United States of America.

SEVENTH: The federal laws of the United States of America permit the Merger.

EIGHTH: A copy of the Agreement of Merger is on file at the principal place of business of the Surviving Corporation at 100 East Broad Street, Columbus, Ohio 43215, and will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either constituent corporation.

NINTH: The authorized capital stock of BANC ONE MORTGAGE CORPORATION is 40,000 shares of Common Stock, par value $5.00 per share.

TENTH: The Surviving Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of BANC ONE MORTGAGE CORPORATION, as well as for the enforcement of any obligation of the Surviving Corporation, including any suit or other proceeding to enforce the right of any stockholders as determined in any appraisal proceedings pursuant to Section 252 of the General Corporation Law of the State of Delaware, and hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceedings, and requests that the Secretary of State send a copy of any such process to it at its address stated above.

IN WITNESS WHEREOF, BANK ONE, NATIONAL ASSOCIATION has caused this Certificate to be executed on its behalf by the undersigned duly authorized officer as of the 24th day of August, 2001.

BANK ONE, NATIONAL ASSOCIATION
Columbus, Ohio

By _____
Bruce Rigelman, First Vice President

2902 PK000548

This is **Exhibit "I"** referred to in
the Affidavit of Marilyn Lea
Dated March 16th 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

EXHIBIT 2

Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing, MS 7-13
250 E Street, S.W.
Washington, DC 20219

November 4, 2004

OCC Control Nr. 2004-ML-02-0006

Mr. Joseph R. Bielawa
Assistant General Counsel
Legal Department
J.P. Morgan Chase & Company
270 Park Avenue, Floor 39
New York, New York 10017

Dear Mr. Bielawa:

This letter is the official certification of the Office of the Comptroller of the Currency for the merger of Bank One, National Association, Chicago, Illinois, Charter Nr. 8, and, Bank One, National Association, Columbus, Ohio, Charter Nr. 7621, into and under the charter and title of JPMorgan Chase Bank, National Association, New York, New York, Charter Nr. 24542, effective November 13, 2004

The resulting bank, JPMorgan Chase Bank, National Association, New York, New York, Charter Nr. 24542, has elected to retain the main office site of Bank One, National Association, Columbus, Ohio, Charter Nr. 7621, as the main office of the resulting bank. Accordingly, this letter also serves as the official authorization for JPMorgan Chase Bank, National Association, Columbus, Ohio, Charter Nr. 24542, to operate the other head offices of the above listed merging banks as branches of the resulting bank at the following sites:

Popular Name	:	Chicago Main Branch
Certificate Nr.	:	128936A
Address	:	1 Bank One Plaza Chicago, Illinois 60670
Popular Name	:	New York Main Branch
Certificate Nr.	:	128937A
Address	:	270 Park Avenue New York, New York 10017

Branch authorizations previously granted to the merging banks automatically convey to the resulting bank and will not be reissued. Please furnish a copy of this certificate to personnel responsible for branch administration.

The OCC also authorizes the resulting bank, should the merger occur between Call Report dates, to recalculate its legal lending limit. The new lending limit should be calculated by using data from the last Call Report of the individual banks filed prior to consummating the merger, as adjusted for the combination. The resulting bank will then file a new Call Report and begin calculating its legal lending limit according to 12 C.F.R. 32.4(a) at the end of the quarter following consummation of the merger.

Sincerely,

Richard T. Erb
Licensing Manager

This is **Exhibit "J"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16 day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

Agreement To Merge

among

Bank One, National Association
Chicago, Illinois

and

Bank One, National Association
Columbus, Ohio

and

JPMorgan Chase Bank
New York, New York

under the Charter and Title of

JPMorgan Chase Bank, National Association

WHEREAS, the Boards of Directors of Bank One, National Association, Chicago, Illinois ("Bank One Chicago"), Bank One, National Association, Columbus, Ohio ("Bank One Ohio") and JPMorgan Chase Bank, New York, New York ("JPMCB") have approved, and deem it advisable and in the best interests of their respective stockholder to consummate the business combination provided for herein in which Bank One Chicago and Bank One Ohio would merge with and into JPMCB (the "Merger");

WHEREAS, the Boards of Directors of Bank One Chicago, Bank One Ohio and JPMCB have each determined that the Merger contemplated hereby are consistent with, and in furtherance of, their respective business strategies and goals;

WHEREAS, this Agreement dated as of July 16, 2004, among Bank One Chicago, a banking association organized under the laws of the United States, being located in Chicago, county of Cook, in the state of Illinois, with a capital of $17,949 million, divided into 10,042,910 shares of common stock, each of $20.00, surplus of $9,164 million, and undivided profits, including capital reserves and other comprehensive income, of $8,585 million, as of March 31, 2004, and Bank One Ohio, a banking association organized under the laws of the United States, being located in Columbus, county of Franklin, in the state of Ohio, with a capital of $3,234 million, divided into 12,704,415 shares of common stock, each of $10, surplus of $1,587 million, and undivided profits, including capital reserves and other comprehensive income, of $1,520 million, as of March 31, 2004, and JPMCB, a banking corporation

organized under the laws of the state of New York, being located in New York, county of New York, in the state of New York, with a capital of $38,168 million. Divided into 148,761,243 shares of common stock, each of $12, per share surplus, of $16,318 million, and undivided profits, including capital reserves and other comprehensive income, of $20,065 million, as of March 31, 2004, each acting pursuant to a resolution of its board of directors, adopted by the vote of a majority of its directors, pursuant to the authority given by and in accordance with the provisions of the Act of November 7, 1918, as amended (12 USC 215a), witnessed as follows:

Section 1.

After the conversion of JPMCB to a national banking association, Bank One Chicago and Bank One Ohio shall be merged with and into JPMCB (the "Merger").

Section 2.

The name of the receiving association (hereinafter referred to as the "association" or the "Surviving Bank") shall be JPMorgan Chase Bank, National Association.

Section 3.

The business of the association shall be that of a national banking association and shall include the exercise of fiduciary powers. This business shall be conducted by the association at its main office to be located in Columbus, Ohio, and at its legally established branches.

Section 4.

The amount of capital stock of the association shall be $ 59,351 million, divided into 148,761,243 shares of common stock, each of $ 12 par value, and at the time the merger shall become effective, the association shall have a surplus of $ 27,092 million, and undivided profits, including capital reserves, which when combined with the capital and surplus will be equal to the combined capital structures of the merging banks as stated in the preamble of this agreement, adjusted however, for normal earnings and expenses (and if applicable, purchase accounting adjustments) between March 31, 2004, and the effective time of the Merger.

Section 5.

At the Effective Date, the separate existence of Bank One Chicago and Bank One Ohio shall cease and the corporate existence of JPMCB, as the Surviving Bank, shall continue unaffected and unimpaired by the Merger; and the Surviving Bank shall be deemed to be the same business and corporate entity as each of Bank One

Chicago and Bank One Ohio. At the Effective Date, by virtue of the Merger and without any further act, deed, conveyance or other transfer, all of the property, rights, powers and franchises of Bank One Chicago and Bank One Ohio shall vest in JPMCB as the Surviving Bank, and the Surviving Bank shall be subject to and be deemed to have assumed all of the debts, liabilities, obligations and duties of Bank One Chicago and Bank One Ohio, and to have succeeded to all of the relationships, fiduciary or otherwise, of Bank One Chicago and Bank One Ohio as fully and to the same extent as if such property, rights, powers, franchises, debts, liabilities, obligations, duties and relationships had been originally acquired, incurred or entered into by the Surviving Bank; provided, however, that the Surviving Bank shall not, through the Merger, acquire power to engage in any business or to exercise any right, privilege or franchise which is not conferred on the Surviving Bank by Law.

The Surviving Bank, upon consummation of the Merger and without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations, and all other rights and interests as agent, trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, conservator, assignee, receiver and committee of estates of incompetents, bailee or depository of personal property, and in every other fiduciary and/or custodial capacity, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by Bank One Chicago and Bank One Ohio immediately prior to the Effective Date.

Section 6

At the Effective Date, all of the shares of Bank One Chicago and Bank One Ohio validly issued and outstanding immediately prior to the Effective Date, shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and cease to be of any further force and effect.

At and after the Effective Date, certificates evidencing shares of Bank One Chicago and Bank One Ohio shall thereafter not evidence any interest in the Surviving Bank.

The stock transfer books of Bank One Chicago and Bank One Ohio shall be closed as of the Effective Date and, thereafter, no transfer of any shares of Bank One Chicago and Bank One Ohio shall be recorded therein.

Section 7.

The following named persons shall serve as the board of directors of the association to serve until the next annual meeting of its shareholders or until such time as their successors have been elected and qualified:

David A. Coulter	James Dimon
Dina Dublon	William B. Harrison, Jr.
Charles W. Scharf	Don M. Wilson III

Section 8.

The officers of Bank One Chicago and Bank One Ohio in office immediately prior to the Effective Date shall become officers of the Surviving Bank and shall hold their respective offices from the Effective Date until their respective successors are elected and qualified in accordance with law and the By-Laws of the Surviving Bank.

Section 9.

Effective as of the time this Merger shall become effective as specified in the Merger approval to be issued by the Comptroller of the Currency, the Articles of Association of the Surviving Bank shall read in their entirety as set forth in Exhibit A attached hereto.

Section 10.

Subject to the terms and conditions of this Agreement, Bank One Chicago, Bank One Ohio, and JPMCB shall, in anticipation of the Merger, use their best efforts to cooperate and take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to be ready to consummate the merger and to ensure a seamless transition for their customers.

Section 11

This Agreement may be terminated by the unilateral action of the board of directors of any participant prior to the approval of the stockholders of the participant or by the mutual consent of the board of all participants after any shareholder group has taken affirmative action. Since time is of the essence to this Agreement, if for any reason the transaction shall not have been consummated by December 31, 2005, this Agreement shall terminate automatically as of that date unless extended, in writing, prior to this date by mutual action of the boards of directors of the participants.

Section 12.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

This Agreement shall be ratified and confirmed by the affirmative vote of shareholders of each of the merging banks owning at least two-thirds of its capital stock outstanding, at a meeting to be held on the call of the directors; and the merger shall become effective at the time specified in a merger approval to be issued by the Comptroller of the Currency of the United States.

Section 13.

This Agreement may be modified, amended or supplemented only by a written instrument signed by each party hereto, which written instrument may, however, be executed in multiple counterparts in the same manner, and with the same effect, as this Agreement.

Section 14.

This Agreement constitutes the full understandings of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, that may exist between the parties with respect thereto. Except as otherwise specifically provided herein, no conditions, usage of trade, course of dealing and performance, understanding or agreement purporting to modify, vary, explain or supplement the terms and conditions of this Agreement shall be binding unless hereafter or contemporaneously herewith made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgement or acceptance of documents containing terms and conditions at variance with or in addition to those set forth in this Agreement.

IN WITNESS, WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized officers, as of the date first above written.

JPMorgan Chase Bank

Attest:

By: /s/ William B. Harrison, Jr.
William B. Harrison, Jr.
Chairman of the Board
Chief Executive Officer

/s/ Anthony J. Horan
Anthony J. Horan
Corporate Secretary

Bank One, National Association
Chicago, Illinois

Attest:

By: /s/ James Dimon
James Dimon
Chairman of the Board
Chief Executive Officer
President

/s/ Anthony J. Horan
Anthony J. Horan
Senior Vice President

Bank One, National Association
Columbus, Ohio

Attest:

By: /s/ Charles W. Scharf
Charles W. Scharf
Executive Vice President

/s/ Anthony J. Horan
Anthony J. Horan
Senior Vice President

392619

This is **Exhibit "K"** referred to in
the Affidavit of Marilyn Lea
Dated March 16th, 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

MSP® Explorer: Loan Master Maint and Display (MAS1/INV1)

156 - JPMORGAN CHASE BANK, N.A.

Loan Number: 8499492083

Borrower Name: SIAVRAKAS PETER

```
MAS1 LOAN 8499492083.    MSP LOAN MASTER MAINT. & DISPLAY    02/08/18    11:16:59
     NAME P  SIAVRAKA    TYPE 13 1ST MTG,CONVEN W/O INS    (ARM)          GROUP
-- INVI -- INVESTOR, SERVICE FEES-----------------------------------------------
INV CAT  INV LOAN NO.  SALE/REPURCH  --- FNMA LASER ---   FNMA DEL
X62 058  [redacted]    FLAG  DATE    CD   DATE  CHANGED    STATUS
                       S                                   0 (0-9)
INV JPMORGAN CHASE BANK NA                (MMDDYY)         SSRI
HDR 3415 VISION DRIVE              GUAR FEE    ----SERVICE FEE----
    COLUMBUS OH 43219                RATE      % RATE  OR $ AMOUNT
    *                              00.00000 %   .000000      0.00
    WMB                                                  SC ACC CD  INT IN ADV BAL
 FRCD ___ INV PUR BAL          .00                                        .00
 CONTRACT/POOL NO   INV SCHED DEF INT   INV ACT DEF INT   INV SCHED PRIN BAL
 ---THIRD PARTY SERVICE FEES---      FHLMC    ------EXCESS SERVICE FEES-----
 CORRESPONDENT  PLAN  1ST REMIT      INACT    ORIG SERV FEE:
     CODE       CODE    DATE                 UNAMORT SERV FEE:
                                      GSE  R ORIGINAL TERM:
                        (MMYY)        ON  O  REMAINING TERM:
 CORR/PLAN:                                OPTION:  _   DOC CUST: DC999
-----------------------------------------------------------(PF15: OWNER/ASSIGNEE)
 PRESS PF14 FOR MEMOS
 LIFE-OF-LOAN: *LEGAL MATTER*
 REMOVED LOSS MITIGATION                  506 DAYS PAST PROJECTED LEGAL DATE
```

?

what does this mean?

Printed By: [redacted] on 2/9/2018 11:17:12 AM

2914

PK000560

MSP® Explorer: Loan Master Maint and Display (MAS1/INV1-PG2)

156 - JPMORGAN CHASE BANK, N.A.

Loan Number: 8499492083 Borrower Name: SIAVRAKAS PETER

```
MAS1 LOAN 8499492083     MSP LOAN MASTER MAINT. & DISPLAY    02/08/18   11:17:25
     NAME P  SIAVRAKA    TYPE 13 1ST MTG,CONVEN W/O INS     (ARM)          GROUP
-- INV1 -- OWNER/ASSIGNEE INFORMATION----------------------------------------
 INV X62    CAT 058    NAME JPMORGAN CHASE BANK NA
 OWNER/ASG1 JPMORGAN CHASE BANK NA
 OWNER/ASG2
 OWNER/ASG3
 OWNER/ASG4
 OWNER/ASG5
 OWNER/ASG6
 DESG CONT1 CHASE
 DESG CONT2
 ADDRESS1   3415 VISION DRIVE
 ADDRESS2
 DESG CITY  COLUMBUS                    ST OH ZIP 43219-
 DESG CONTACT PHONE 800-848-9136 EXT
 DESG EMAIL


------------------------------------------------------------------------------ (PF15: BACK)
```


2915 PK000561

This is **Exhibit "L"** referred to in
the Affidavit of Marilyn Lea
Dated March 12, 2018

Sworn before me this 12th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898817
My Comm. Expires Jul 13, 2019

LRO # 12 **Application To Change Name-Instrument**

Receipted as CE697415 on 2016 01 19 at 16:43

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

Properties

PIN	01569 - 0107 LT
Description	PT BOIS BLANC ISLAND MALDEN PT 5 12R16129; AMHERSTBURG
Address	582 GOLD COAST DRIVE AMHERSTBURG

Source Instruments

Registration No.	*Date*	*Type of Instrument*
R1460924	1999 05 11	Charge/Mortgage

Party From(s)

Name	FIRST CHICAGO NBD MORTGAGE COMPANY
Address for Service	c/o JPMorgan Chase Bank, N.A. 4 Chase Metrotech Center Floor 22 Brooklyn, New York 11245-0001

Applicant(s)

	Capacity	*Share*
Name	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	
Address for Service	JPMorgan Chase Bank, N.A. 4 Chase Metrotech Center Floor 22 Brooklyn, New York 11245-0001	

I, Venus M. Thurman, Assistant Secretary, have the authority to bind the corporation

This document is not authorized under Power of Attorney by this party.

Statements

The name has changed as a result of the merger of First Chicago NBD Mortgage Company into and under the charter and title of Bank One, National Association effective as of September 1, 2001, as evidenced by the official certification of the Office of the Comptroller of the Currency dated September 4, 2001 attached hereto as Exhibit 1, and the subsequent merger of Bank One, National Association into and under the charter and title of JPMorgan Chase Bank, National Association, effective as of November 13, 2004, as evidenced by the official certification of the Office of the Comptroller of the Currency dated November 4, 2004 attached hereto as Exhibit 2, and this statement is made for no improper purpose.

Schedule: See Schedules

Signed By

Randy John Savela		199 Bay Street, Suite 4000 Toronto M5L 1A9	acting for Applicant(s)	Signed	2016 01 19
Tel	416-863-2400				
Fax	416-863-2653				

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

BLAKE CASSELS & GRAYDON LLP		199 Bay Street, Suite 4000 Toronto M5L 1A9	2016 01 19
Tel	416-863-2400		
Fax	416-863-2653		

Fees/Taxes/Payment

Statutory Registration Fee	$62.85
Total Paid	$62.85

File Number

Party From Client File Number : 45805/159 (DKO/RXS) 2015: DEC 17

EXHIBIT 1

Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing, MS 3-8
250 E Street, S.W.
Washington, DC 20219

September 4, 2001

Mr. Bruce Rigelman
Counsel
Law Department
Bank One Corporation
100 East Broad Street, 18th Floor
Columbus, Ohio 43215

Dear Mr. Rigelman:

This letter is the official certification of the Comptroller of the Currency (OCC), under 12 U.S.C. § 215a-3, of the merger of First Chicago NBD Mortgage Company, Troy, Michigan, and Banc One Mortgage Corporation, Indianapolis, Indiana, into and under the charter and title of Bank One, National Association, Columbus, Ohio, Charter Nr. 7621, effective September 1, 2001.

The OCC also authorizes the resulting bank, should the consolidation occur between Call Report dates, to recalculate its legal lending limit. The new lending limit should be calculated by using data from the last Call Report of the individual banks filed prior to consummating the consolidation, as adjusted for the combination. The resulting bank will then file a new Call Report and begin calculating its legal lending limit according to 12 C.F.R. 32.4(a) at the end of the quarter following consummation of the consolidation.

In the event of questions, please contact Senior Licensing Analyst Abel Reyna at (202) 874-5060 or by e-mail at: largebanks@occ.treas.gov.

Sincerely,

Richard T. Erb
Licensing Manager

Control Nr. 2001-ML-02-0023

EXHIBIT 2

Comptroller of the Currency
Administrator of National Banks

Large Bank Licensing, MS 7-13
250 E Street, S.W.
Washington, DC 20219

November 4, 2004

OCC Control Nr. 2004-ML-02-0006

Mr. Joseph R. Bielawa
Assistant General Counsel
Legal Department
J.P. Morgan Chase & Company
270 Park Avenue, Floor 39
New York, New York 10017

Dear Mr. Bielawa:

This letter is the official certification of the Office of the Comptroller of the Currency for the merger of Bank One, National Association, Chicago, Illinois, Charter Nr. 8, and, Bank One, National Association, Columbus, Ohio, Charter Nr. 7621, into and under the charter and title of JPMorgan Chase Bank, National Association, New York, New York, Charter Nr. 24542, effective November 13, 2004

The resulting bank, JPMorgan Chase Bank, National Association, New York, New York, Charter Nr. 24542, has elected to retain the main office site of Bank One, National Association, Columbus, Ohio, Charter Nr. 7621, as the main office of the resulting bank. Accordingly, this letter also serves as the official authorization for JPMorgan Chase Bank, National Association, Columbus, Ohio, Charter Nr. 24542, to operate the other head offices of the above listed merging banks as branches of the resulting bank at the following sites:

Popular Name	:	Chicago Main Branch
Certificate Nr.	:	128936A
Address	:	1 Bank One Plaza Chicago, Illinois 60670
Popular Name	:	New York Main Branch
Certificate Nr.	:	128937A
Address	:	270 Park Avenue New York, New York 10017

Branch authorizations previously granted to the merging banks automatically convey to the resulting bank and will not be reissued. Please furnish a copy of this certificate to personnel responsible for branch administration.

The OCC also authorizes the resulting bank, should the merger occur between Call Report dates, to recalculate its legal lending limit. The new lending limit should be calculated by using data from the last Call Report of the individual banks filed prior to consummating the merger, as adjusted for the combination. The resulting bank will then file a new Call Report and begin calculating its legal lending limit according to 12 C.F.R. 32.4(a) at the end of the quarter following consummation of the merger.

Sincerely,

Richard T. Erb
Licensing Manager

This is **Exhibit "M"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16 day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

Servicing Disclosure Statement

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedure Act (RESPA) (12 U.S.C. §2601 et seq.) you have certain rights under that Federal law. This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. 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.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. §2605) gives you certain consumer rights, **whether or not your loan servicing is transferred.** If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgment 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 the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or 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.

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

Damages and Costs

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.

Servicing Transfer Estimates

We are able to service your loan and we will service your loan. We may, however, in the future assign, sell or transfer the servicing of your loan while the loan is outstanding. We have previously assigned, sold, or transferred the servicing of first lien mortgage loans.

For all the first lien mortgage loans that we make in the 12 month period after your mortgage loan is funded, we estimate the percentage of such loans for which we will transfer servicing is between:

☒ 0 to 25% ☐ 26 to 50% ☐ 51 to 75% ☐ 76 to 100%

This estimate does not include assignments, sales, or transfers to affiliates or subsidiaries.

In the past, we have transferred the servicing of most of our FHA and VA loans every few years. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

Lender

First Chicago NBD Mortgage Company

Acknowledgement of Mortgage Loan Applicant

I/We have read this disclosure, and understand its contents, as evidenced by my/our signature(s) below. I/we understand that this acknowledgment is a required part of the mortgage loan application.

[signature] 04-19-99
Applicant's Signature Date

[signature] 04-19-99
Co-Applicant's Signature Date

NBD 4549 Rev. 5/96

FCNBD MC COPY

2923 PK000569

This is **Exhibit "N"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16 day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

Neighborhood Watch EARLY WARNING SYSTEM

US Department of Housing and Urban Development

TITLE II Lender Summary: MIDWEST MORTGAGE SERVICES INC

Institution ID:	12653	**Branch Office Status:**	
Mortgagee Type:	Non-Supervised	**Branch Indicators:**	No Direct Lending
Institution Type:	Mortgage Company	**Lender Insurance Date/Status:**	N/A, Lender not a participant
CWT Actions:	No	**HECM Lender Insurance Date/Status:**	N/A, Lender not a participant
		Lender Unconditional DE Status:	02/21/1990, Unconditional
		HECM Unconditional DE Status:	Eligible for Preclosing

Merger Date: 12/29/1995 Show Merger History

Currently Sponsoring..... 0 Loan Correspondents

Authorized Agent for ..... 0 Principals

Acting As Principal for ..... 0 Authorized Agents

Click on the Branch ID to view Areas Approved for Business and final Credit Watch Termination actions

Branch ID	Phone	Address City/St/Zip	FHA Approval Status	Authorized Date	Term/ Merged Date	Date & File No. of the Last TII Orig. Review	DBA
Home Office 09991	(708) 495-0090	1901 SOUTH MEYERS ROAD STE 300 OAKBROOK TERRACE, IL 60181	Merged	01/08/1981	12/29/1995	-	

Displaying records 1 to 1 out of a total number of 1 record

Download this report to an Excel file [Help]

[redacted]

Neighborhood Watch

2925 PK000571

Neighborhood Watch EARLY WARNING SYSTEM

US Department of Housing and Urban Development

TITLE II Merger History: MIDWEST MORTGAGE SERVICES INC (12653)			
Institution ID: 12653 Show Lender Details		**Total Branch Offices:** 0	
Mortgagee Type: Non-Supervised		**Lender Status:** Merged	
Institution Type: Mortgage Company			
Date	**Buyer**		**Bought**
12/29/1995	FIRST CHICAGO NBD MORTGAGE CO (21736)		MIDWEST MORTGAGE SERVICES INC (12653)

[redacted]

Neighborhood Watch

2926 PK000572

This is **Exhibit "O"** referred to in
the Affidavit of Marilyn Lea
Dated March 16th, 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

MSP® Explorer: Loan Master Maint and Display (MAS1/AQN1)

156 - JPMORGAN CHASE BANK, N.A.

Loan Number: 8499492083

Borrower Name: SIAVRAKAS PETER

```
MAS1 LOAN 8499492083    MSP LOAN MASTER MAINT. & DISPLAY    12/20/17   14:20:21
     NAME P  SIAVRAKA   TYPE 13 1ST MTG,CONVEN W/O INS   (ARM)        GROUP
-- AQN1 -- ACQUISITION AND SALES ----------------------------------------------
  ACQN      ACQUISITION       OLD LOAN       ACQUISITION   OLD SVCR    Y/E RPTG
  DATE        PRIN BAL         NUMBER            ID         NUMBER    FROM ACQ DT
 100499       350094.12     199492083        ALSSBK1099      ___          N
(MMDDYY)                      PREV SYST HIST _                            (Y/N)
                           PREV HIGH BAL: _________
ACQUISITION    OLD LN # INDEX
   TYPE           STOP DATE
    3              ______
1-ORIGINATED      (MMDDYY) MERS ORIG ORG ID _______
2-PURCHASED
3-SERV TRANSFER  SPEC CD: 216   RCRS CD: RZ   CUST CD: 9
ORIG NOTE HLD NM _____________________________________________________________
        LOAN SERV       NEW SERV                CONTRACT LOAN      SERV      DLQ
         SOLD ID        LOAN NUMBER             SERV SOLD DT     TRANS DT   IND
1ST    ___________    ________________            MMDDYY          MMDDYY     _
2ND    ___________    ________________

-------------------------------------------------------------------------------
PRESS PF14 FOR MEMOS
LIFE-OF-LOAN: *LEGAL MATTER*
REMOVED LOSS MITIGATION                  456 DAYS PAST PROJECTED LEGAL DATE
```

This is **Exhibit "P"** referred to in
the Affidavit of Marilyn Lea
Dated March 16th, 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

PURCHASE AND ASSUMPTION AGREEMENT

WHOLE BANK

AMONG

FEDERAL DEPOSIT INSURANCE CORPORATION,
RECEIVER OF WASHINGTON MUTUAL BANK,
HENDERSON, NEVADA

FEDERAL DEPOSIT INSURANCE CORPORATION

and

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

DATED AS OF

SEPTEMBER 25, 2008

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PURCHASE AND ASSUMPTION AGREEMENT

WHOLE BANK

THIS AGREEMENT, made and entered into as of the 25th day of September, 2008, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER of WASHINGTON MUTUAL BANK, HENDERSON, NEVADA** (the "Receiver"), **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, organized under the laws of the United States of America, and having its principal place of business in Seattle, Washington (the "Assuming Bank"), and the **FEDERAL DEPOSIT INSURANCE CORPORATION**, organized under the laws of the United States of America and having its principal office in Washington, D.C., acting in its corporate capacity (the "Corporation").

WITNESSETH:

WHEREAS, on Bank Closing, the Chartering Authority closed Washington Mutual Bank (the "Failed Bank") pursuant to applicable law and the Corporation was appointed Receiver thereof; and

WHEREAS, the Assuming Bank desires to purchase substantially all of the assets and assume all deposit and substantially all other liabilities of the Failed Bank on the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to 12 U.S.C. Section 1823(c)(2)(A), the Corporation may provide assistance to the Assuming Bank to facilitate the transactions contemplated by this Agreement, which assistance may include indemnification pursuant to Article XII; and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined to provide assistance to the Assuming Bank on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Board has determined pursuant to 12 U.S.C. Section 1823(c)(4)(A) that such assistance is necessary to meet the obligation of the Corporation to provide insurance coverage for the insured deposits in the Failed Bank and is the least costly to the deposit insurance fund of all possible methods for meeting such obligation.

NOW THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article I, or elsewhere in this Agreement. As used herein, words imparting the singular include the plural and vice versa.

"**Accounting Records**" means the general ledger and subsidiary ledgers and supporting schedules which support the general ledger balances.

"**Acquired Subsidiaries**" means Subsidiaries of the Failed Bank acquired pursuant to Section 3.1.

"**Adversely Classified**" means, with respect to any Loan or security, a Loan or security which has been designated in the most recent report of examination as "Substandard," "Doubtful" or "Loss" by the Failed Bank's appropriate Federal or State Chartering Authority or regulator.

"**Affiliate**" of any Person means any director, officer, or employee of that Person and any other Person (i) who is directly or indirectly controlling, or controlled by, or under direct or indirect common control with, such Person, or (ii) who is an affiliate of such Person as the term "affiliate" is defined in Section 2 of the Bank Holding Company Act of 1956, as amended, 12 U.S.C. Section 1841.

"**Agreement**" means this Purchase and Assumption Agreement by and among the Assuming Bank, the Corporation and the Receiver, as amended or otherwise modified from time to time.

"**Assets**" means all assets of the Failed Bank purchased pursuant to Section 3.1. Assets owned by Subsidiaries of the Failed Bank are not "Assets" within the meaning of this definition.

"**Assumed Deposits**" means Deposits.

"**Bank Closing**" means the close of business of the Failed Bank on the date on which the Chartering Authority closed such institution.

"**Bank Premises**" means the banking houses, drive-in banking facilities, and teller facilities (staffed or automated) together with appurtenant parking, storage and service facilities and structures connecting remote facilities to banking houses, and land on which the foregoing are located, that are owned or leased by the Failed Bank and that are occupied by the Failed Bank as of Bank Closing.

"**Bid Amount**" has the meaning provided in Article VII.

"**Book Value**" means, with respect to any Asset and any Liability Assumed, the dollar amount thereof stated on the Accounting Records of the Failed Bank. The Book Value of any item shall be determined as of Bank Closing after adjustments made by the Assuming Bank for normal operational and timing differences in accounts, suspense items, unposted debits and credits, and other similar adjustments or corrections and for setoffs, whether voluntary or involuntary. The Book Value of a Subsidiary of the Failed Bank acquired by the Assuming Bank shall be determined from the investment in subsidiary and related accounts on the "bank only" (unconsolidated) balance sheet of the Failed Bank based on the equity method of accounting. Without limiting the generality of the foregoing, (i) the Book Value of a Liability Assumed shall include all accrued and unpaid interest thereon as of Bank Closing, and (ii) the Book Value of a Loan shall reflect adjustments for earned interest, or unearned interest (as it relates to the "rule of 78s" or add-on-interest loans, as applicable), if any, as of Bank Closing, adjustments for the portion of earned or unearned loan-related credit life and/or disability insurance premiums, if any, attributable to the Failed Bank as of Bank Closing, and adjustments for Failed Bank Advances, if any, in each case as determined for financial reporting purposes. The Book Value of an Asset shall not include any adjustment for loan premiums, discounts or any related deferred income or fees, or general or specific reserves on the Accounting Records of the Failed Bank.

"**Business Day**" means a day other than a Saturday, Sunday, Federal legal holiday or legal holiday under the laws of the State where the Failed Bank is located, or a day on which the principal office of the Corporation is closed.

"**Chartering Authority**" means (i) with respect to a national bank, the Office of the Comptroller of the Currency, (ii) with respect to a Federal savings association or savings bank, the Office of Thrift Supervision, (iii) with respect to a bank or savings institution chartered by a State, the agency of such State charged with primary responsibility for regulating and/or closing banks or savings institutions, as the case may be, (iv) the Corporation in accordance with 12 U.S.C. Section 1821(c), with regard to self appointment, or (v) the appropriate Federal banking agency in accordance with 12 U.S.C. 1821(c)(9).

"**Commitment**" means the unfunded portion of a line of credit or other commitment reflected on the books and records of the Failed Bank to make an extension of credit (or additional advances with respect to a Loan) that was legally binding on the Failed Bank as of Bank Closing, other than extensions of credit pursuant to the credit card business and overdraft protection plans of the Failed Bank, if any.

"**Credit Documents**" mean the agreements, instruments, certificates or other documents at any time evidencing or otherwise relating to, governing or executed in connection with or as security for, a Loan, including without limitation notes, bonds, loan agreements, letter of credit applications, lease financing contracts, banker's acceptances, drafts, interest protection agreements, currency exchange agreements, repurchase agreements, reverse repurchase agreements, guarantees, deeds of trust, mortgages, assignments, security agreements, pledges, subordination or priority agreements, lien priority agreements, undertakings, security instruments, certificates, documents, legal opinions, participation agreements and intercreditor agreements, and all amendments, modifications, renewals, extensions, rearrangements, and substitutions with respect to any of the foregoing.

"Credit File" means all Credit Documents and all other credit, collateral, or insurance documents in the possession or custody of the Assuming Bank, or any of its Subsidiaries or Affiliates, relating to an Asset or a Loan included in a Put Notice, or copies of any thereof.

"Data Processing Lease" means any lease or licensing agreement, binding on the Failed Bank as of Bank Closing, the subject of which is data processing equipment or computer hardware or software used in connection with data processing activities. A lease or licensing agreement for computer software used in connection with data processing activities shall constitute a Data Processing Lease regardless of whether such lease or licensing agreement also covers data processing equipment.

"Deposit" means a deposit as defined in 12 U.S.C. Section 1813(l), including without limitation, outstanding cashier's checks and other official checks and all uncollected items included in the depositors' balances and credited on the books and records of the Failed Bank; provided, that the term "Deposit" shall not include all or any portion of those deposit balances which, in the discretion of the Receiver or the Corporation, (i) may be required to satisfy it for any liquidated or contingent liability of any depositor arising from an unauthorized or unlawful transaction, or (ii) may be needed to provide payment of any liability of any depositor to the Failed Bank or the Receiver, including the liability of any depositor as a director or officer of the Failed Bank, whether or not the amount of the liability is or can be determined as of Bank Closing.

"Failed Bank Advances" means the total sums paid by the Failed Bank to (i) protect its lien position, (ii) pay ad valorem taxes and hazard insurance, and (iii) pay credit life insurance, accident and health insurance, and vendor's single interest insurance.

"Fixtures" means those leasehold improvements, additions, alterations and installations constituting all or a part of Bank Premises and which were acquired, added, built, installed or purchased at the expense of the Failed Bank, regardless of the holder of legal title thereto as of Bank Closing.

"Furniture and Equipment" means the furniture and equipment (other than leased data processing equipment, including hardware and software), leased or owned by the Failed Bank and reflected on the books of the Failed Bank as of Bank Closing, including without limitation automated teller machines, carpeting, furniture, office machinery (including personal computers), shelving, office supplies, telephone, surveillance and security systems, and artwork.

"Indemnitees" means, except as provided in paragraph (11) of Section 12.1(b), (i) the Assuming Bank, (ii) the Subsidiaries and Affiliates of the Assuming Bank other than any Subsidiaries or Affiliates of the Failed Bank that are or become Subsidiaries or Affiliates of the Assuming Bank, and (iii) the directors, officers, employees and agents of the Assuming Bank and its Subsidiaries and Affiliates who are not also present or former directors, officers, employees or agents of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank.

"**Initial Payment**" means the payment made pursuant to Article VII, the amount of which shall be either (i) if the Bid Amount is positive, the Bid Amount plus the Required Payment or (ii) if the Bid Amount is negative, the Required Payment minus the Bid Amount. The Initial Payment shall be payable by the Corporation to the Assuming Bank if the Initial Payment is a negative amount. The Initial Payment shall be payable by the Assuming Bank to the Corporation if the Initial Payment is positive.

"**Legal Balance**" means the amount of indebtedness legally owed by an Obligor with respect to a Loan, including principal and accrued and unpaid interest, late fees, attorneys' fees and expenses, taxes, insurance premiums, and similar charges, if any.

"**Liabilities Assumed**" has the meaning provided in Section 2.1.

"**Lien**" means any mortgage, lien, pledge, charge, assignment for security purposes, security interest, or encumbrance of any kind with respect to an Asset, including any conditional sale agreement or capital lease or other title retention agreement relating to such Asset.

"**Loans**" means all of the following owed to or held by the Failed Bank as of Bank Closing:

(i) loans (including loans which have been charged off the Accounting Records of the Failed Bank in whole or in part prior to Bank Closing), participation agreements, interests in participations, overdrafts of customers (including but not limited to overdrafts made pursuant to an overdraft protection plan or similar extensions of credit in connection with a deposit account), revolving commercial lines of credit, home equity lines of credit, Commitments, United States and/or State-guaranteed student loans, and lease financing contracts;

(ii) all Liens, rights (including rights of set-off), remedies, powers, privileges, demands, claims, priorities, equities and benefits owned or held by, or accruing or to accrue to or for the benefit of, the holder of the obligations or instruments referred to in clause (i) above, including but not limited to those arising under or based upon Credit Documents, casualty insurance policies and binders, standby letters of credit, mortgagee title insurance policies and binders, payment bonds and performance bonds at any time and from time to time existing with respect to any of the obligations or instruments referred to in clause (i) above; and

(iii) all amendments, modifications, renewals, extensions, refinancings, and refundings of or for any of the foregoing;

provided, that there shall be excluded from the definition of "Loans" amounts owing under Qualified Financial Contracts.

"**Obligor**" means each Person liable for the full or partial payment or performance of any Loan, whether such Person is obligated directly, indirectly, primarily, secondarily, jointly, or severally.

"**Other Real Estate**" means all interests in real estate (other than Bank Premises and Fixtures), including but not limited to mineral rights, leasehold rights, condominium and cooperative interests, air rights and development rights that are owned by the Failed Bank.

"**Payment Date**" means the first Business Day after Bank Closing.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof, excluding the Corporation.

"**Primary Indemnitor**" means any Person (other than the Assuming Bank or any of its Affiliates) who is obligated to indemnify or insure, or otherwise make payments (including payments on account of claims made against) to or on behalf of any Person in connection with the claims covered under Article XII, including without limitation any insurer issuing any directors and officers liability policy or any Person issuing a financial institution bond or banker's blanket bond.

"**Proforma**" means producing a balance sheet that reflects a reasonably accurate financial statement of the Failed Bank through the date of closing. The Proforma financial statements serve as a basis for the opening entries of both the Assuming Bank and the Receiver.

"**Put Date**" has the meaning provided in Section 3.4.

"**Put Notice**" has the meaning provided in Section 3.4.

"**Qualified Financial Contract**" means a qualified financial contract as defined in 12 U.S.C. Section 1821(e)(8)(D).

"**Record**" means any document, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy) of the Failed Bank generated or maintained by the Failed Bank that is owned by or in the possession of the Receiver at Bank Closing.

"**Related Liability**" with respect to any Asset means any liability existing and reflected on the Accounting Records of the Failed Bank as of Bank Closing for (i) indebtedness secured by mortgages, deeds of trust, chattel mortgages, security interests or other liens on or affecting such Asset, (ii) ad valorem taxes applicable to such Asset, and (iii) any other obligation determined by the Receiver to be directly related to such Asset.

"**Related Liability Amount**" with respect to any Related Liability on the books of the Assuming Bank, means the amount of such Related Liability as stated on the Accounting Records of the Assuming Bank (as maintained in accordance with generally accepted accounting principles) as of the date as of which the Related Liability Amount is being determined. With respect to a liability that relates to more than one asset, the amount of such Related Liability shall be allocated among such assets for the purpose of determining the Related Liability Amount with

respect to any one of such assets. Such allocation shall be made by specific allocation, where determinable, and otherwise shall be pro rata based upon the dollar amount of such assets stated on the Accounting Records of the entity that owns such asset.

"**Required Payment**" means $50,000,000.00.

"**Repurchase Price**" means with respect to any Asset or asset, which shall be determined by the Receiver, the lesser of (a) or (b):

(a) (i) in the event of a negative Bid Amount, the amount paid by the Assuming Bank, discounted by a percentage equal to the quotient produced by dividing the Assuming Bank's Bid Amount by the aggregate Book Value of the Risk Assets of the Failed Bank;

(ii) in the event of a negative Bid Amount, the amount resulting from (a)(i), above, or in the event of a positive Bid Amount, the amount paid by the Assuming Bank, (x) for a Loan, shall be decreased by any portion of the Loan classified "loss" and by one-half of any portion of the Loan classified "doubtful" as of the date of Bank Closing, and (y) for any Asset or asset, including a Loan, decreased by the amount of any money received with respect thereto since Bank Closing and, if the Asset is a Loan or other interest bearing or earning asset, the resulting amount shall then be increased or decreased, as the case may be, by interest or discount (whichever is applicable) accrued from and after Bank Closing at the lower of: (i) the contract rate with respect to such Asset, or (ii) the Settlement Interest Rate; net proceeds received by or due to the Assuming Bank from the sale of collateral, any forgiveness of debt, or otherwise shall be deemed money received by the Assuming Bank; or

(b) the dollar amount thereof stated on the Accounting Records of the Assuming Bank as of the date as of which the Repurchase Price is being determined, as maintained in accordance with generally accepted accounting principles, and, if the asset is a Loan, regardless of the Legal Balance thereof and adjusted in the same manner as the Book Value of a Failed Bank Loan would be adjusted hereunder.

Provided, however, (b), above, shall not be applicable and the Bid Amount shall be considered to have been positive for Loans repurchased pursuant to Section 3.4(a).

"**Risk Assets**" means (i) all Loans purchased hereunder, excluding (a) New Loans and (b) Loans to the extent secured by Assumed Deposits (and not included in (i)(a)), plus (ii) the Accrued Interest Receivable, Prepaid Expense, and Other Assets.

"**Safe Deposit Boxes**" means the safe deposit boxes of the Failed Bank, if any, including the removable safe deposit boxes and safe deposit stacks in the Failed Bank's vault(s), all rights and benefits (other than fees collected prior to Bank Closing) under rental agreements with respect to such safe deposit boxes, and all keys and combinations thereto.

"**Settlement Date**" means the first Business Day immediately prior to the day which is one hundred eighty (180) days after Bank Closing, or such other date prior thereto as

may be agreed upon by the Receiver and the Assuming Bank. The Receiver, in its discretion, may extend the Settlement Date.

"**Settlement Interest Rate**" means, for the first calendar quarter or portion thereof during which interest accrues, the rate determined by the Receiver to be equal to the equivalent coupon issue yield on twenty-six (26)-week United States Treasury Bills in effect as of Bank Closing as published in The Wall Street Journal; provided, that if no such equivalent coupon issue yield is available as of Bank Closing, the equivalent coupon issue yield for such Treasury Bills most recently published in The Wall Street Journal prior to Bank Closing shall be used. Thereafter, the rate shall be adjusted to the rate determined by the Receiver to be equal to the equivalent coupon issue yield on such Treasury Bills in effect as of the first day of each succeeding calendar quarter during which interest accrues as published in The Wall Street Journal.

"**Subsidiary**" has the meaning set forth in Section 3(w)(4) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1813(w)(4), as amended.

ARTICLE II
ASSUMPTION OF LIABILITIES

2.1 **Liabilities Assumed by Assuming Bank.** Subject to Sections 2.5 and 4.8, the Assuming Bank expressly assumes at Book Value (subject to adjustment pursuant to Article VIII) and agrees to pay, perform, and discharge, all of the liabilities of the Failed Bank which are reflected on the Books and Records of the Failed Bank as of Bank Closing, including the Assumed Deposits and all liabilities associated with any and all employee benefit plans, except as listed on the attached Schedule 2.1, and as otherwise provided in this Agreement (such liabilities referred to as "Liabilities Assumed"). Notwithstanding Section 4.8, the Assuming Bank specifically assumes all mortgage servicing rights and obligations of the Failed Bank.

2.2 **Interest on Deposit Liabilities.** The Assuming Bank agrees that it will assume all deposit contracts as of Bank Closing, and it will accrue and pay interest on Deposit liabilities assumed pursuant to Section 2.1 at the same rate(s) and on the same terms as agreed to by the Failed Bank as existed as of Bank Closing. If such Deposit has been pledged to secure an obligation of the depositor or other party, any withdrawal thereof shall be subject to the terms of the agreement governing such pledge.

2.3 **Unclaimed Deposits.** If, within eighteen (18) months after Bank Closing, any depositor of the Failed Bank does not claim or arrange to continue such depositor's Deposit assumed pursuant to Section 2.1 at the Assuming Bank, the Assuming Bank shall, within fifteen (15) Business Days after the end of such eighteen (18)-month period, (i) refund to the Corporation the full amount of each such Deposit (without reduction for service charges), (ii) provide to the Corporation an electronic schedule of all such refunded Deposits in such form as may be prescribed by the Corporation, and (iii) assign, transfer, convey and deliver to the Receiver all right, title and interest of the Assuming Bank in and to Records previously transferred to the Assuming Bank and other records generated or maintained by the Assuming Bank pertaining to such Deposits. During such eighteen (18)-month period, at the request of the

Corporation, the Assuming Bank promptly shall provide to the Corporation schedules of unclaimed deposits in such form as may be prescribed by the Corporation.

2.4 **Omitted**.

2.5 **Borrower Claims**. Notwithstanding anything to the contrary in this Agreement, any liability associated with borrower claims for payment of or liability to any borrower for monetary relief, or that provide for any other form of relief to any borrower, whether or not such liability is reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, legal or equitable, judicial or extra-judicial, secured or unsecured, whether asserted affirmatively or defensively, related in any way to any loan or commitment to lend made by the Failed Bank prior to failure, or to any loan made by a third party in connection with a loan which is or was held by the Failed Bank, or otherwise arising in connection with the Failed Bank's lending or loan purchase activities are specifically not assumed by the Assuming Bank.

ARTICLE III
PURCHASE OF ASSETS

3.1 **Assets Purchased by Assuming Bank**. Subject to Sections 3.5, 3.6 and 4.8, the Assuming Bank hereby purchases from the Receiver, and the Receiver hereby sells, assigns, transfers, conveys, and delivers to the Assuming Bank, all right, title, and interest of the Receiver in and to all of the assets (real, personal and mixed, wherever located and however acquired) including all subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated, of the Failed Bank whether or not reflected on the books of the Failed Bank as of Bank Closing. Assets are purchased hereunder by the Assuming Bank subject to all liabilities for indebtedness collateralized by Liens affecting such Assets to the extent provided in Section 2.1. The subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated being purchased by the Assuming Bank includes, but is not limited to, the entities listed on Schedule 3.1a. Notwithstanding Section 4.8, the Assuming Bank specifically purchases all mortgage servicing rights and obligations of the Failed Bank.

3.2 **Asset Purchase Price**.

(a) All Assets and assets of the Failed Bank subject to an option to purchase by the Assuming Bank shall be purchased for the amount, or the amount resulting from the method specified for determining the amount, as specified on Schedule 3.2, except as otherwise may be provided herein. Any Asset, asset of the Failed Bank subject to an option to purchase or other asset purchased for which no purchase price is specified on Schedule 3.2 or otherwise herein shall be purchased at its Book Value. Loans or other assets charged off the Accounting Records of the Failed Bank prior to the date of Bank Closing shall be purchased at a price of zero.

(b) The purchase price for securities (other than the capital stock of any Acquired Subsidiary) purchased under Section 3.1 by the Assuming Bank shall be the market value thereof as of Bank Closing, which market value shall be (i) the "Mid/Last", or "Trade" (as applicable), market price for each such security quoted at the close of the trading day effective on Bank Closing as published electronically by Bloomberg, L.P.; (ii) provided, that if such market price is not available for any such security, the Assuming Bank will submit a bid for each such security within three days of notification/bid request by the Receiver (unless a different time period is agreed to by the Assuming Bank and the Receiver) and the Receiver, in its sole discretion will accept or reject each such bid; and (iii) further provided in the absence of an acceptable bid from the Assuming Bank, each such security shall not pass to the Assuming Bank and shall be deemed to be an excluded asset hereunder.

(c) Qualified Financial Contracts shall be purchased at market value determined in accordance with the terms of Exhibit 3.2(c). Any costs associated with such valuation shall be shared equally by the Receiver and the Assuming Bank.

3.3 **Manner of Conveyance; Limited Warranty; Nonrecourse; Etc.** THE CONVEYANCE OF ALL ASSETS, INCLUDING REAL AND PERSONAL PROPERTY INTERESTS, PURCHASED BY THE ASSUMING BANK UNDER THIS AGREEMENT SHALL BE MADE, AS NECESSARY, BY RECEIVER'S DEED OR RECEIVER'S BILL OF SALE, "AS IS", "WHERE IS", WITHOUT RECOURSE AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, WITHOUT ANY WARRANTIES WHATSOEVER WITH RESPECT TO SUCH ASSETS, EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, ENFORCEABILITY, COLLECTIBILITY, DOCUMENTATION OR FREEDOM FROM LIENS OR ENCUMBRANCES (IN WHOLE OR IN PART), OR ANY OTHER MATTERS.

3.4 **Puts of Assets to the Receiver.**

(a) **Omitted.**

(b) **Puts Prior to the Settlement Date.** During the period from Bank Closing to and including the Business Day immediately preceding the Settlement Date, the Assuming Bank shall be entitled to require the Receiver to purchase any Asset which the Assuming Bank can establish is evidenced by forged or stolen instruments as of Bank Closing. The Assuming Bank shall transfer all such Assets to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Bank with respect to any such Asset, as provided in Section 12.4.

(c) **Notices to the Receiver.** In the event that the Assuming Bank elects to require the Receiver to purchase one or more Assets, the Assuming Bank shall deliver to the Receiver a notice (a "Put Notice") which shall include:

(i) a list of all Assets that the Assuming Bank requires the Receiver to purchase;

(ii) a list of all Related Liabilities with respect to the Assets identified pursuant to (i) above; and

(iii) a statement of the estimated Repurchase Price of each Asset identified pursuant to (i) above as of the applicable Put Date.

Such notice shall be in the form prescribed by the Receiver or such other form to which the Receiver shall consent. As provided in Section 9.6, the Assuming Bank shall deliver to the Receiver such documents, Credit Files and such additional information relating to the subject matter of the Put Notice as the Receiver may request and shall provide to the Receiver full access to all other relevant books and records.

(d) **Purchase by Receiver**. The Receiver shall purchase Loans that are specified in the Put Notice and shall assume Related Liabilities with respect to such Loans, and the transfer of such Loans and Related Liabilities shall be effective as of a date determined by the Receiver which date shall not be later than thirty (30) days after receipt by the Receiver of the Credit Files with respect to such Loans (the "Put Date").

(e) **Purchase Price and Payment Date**. Each Loan purchased by the Receiver pursuant to this Section 3.4 shall be purchased at a price equal to the Repurchase Price of such Loan less the Related Liability Amount applicable to such Loan, in each case determined as of the applicable Put Date. If the difference between such Repurchase Price and such Related Liability Amount is positive, then the Receiver shall pay to the Assuming Bank the amount of such difference; if the difference between such amounts is negative, then the Assuming Bank shall pay to the Receiver the amount of such difference. The Assuming Bank or the Receiver, as the case may be, shall pay the purchase price determined pursuant to this Section 3.4(e) not later than the twentieth (20th) Business Day following the applicable Put Date, together with interest on such amount at the Settlement Interest Rate for the period from and including such Put Date to and including the day preceding the date upon which payment is made.

(f) **Servicing**. The Assuming Bank shall administer and manage any Asset subject to purchase by the Receiver in accordance with usual and prudent banking standards and business practices until such time as such Asset is purchased by the Receiver.

(g) **Reversals**. In the event that the Receiver purchases an Asset (and assumes the Related Liability) that it is not required to purchase pursuant to this Section 3.4, the Assuming Bank shall repurchase such Asset (and assume such Related Liability) from the Receiver at a price computed so as to achieve the same economic result as would apply if the Receiver had never purchased such Asset pursuant to this Section 3.4.

3.5 **Assets Not Purchased by Assuming Bank**. The Assuming Bank does not purchase, acquire or assume, or (except as otherwise expressly provided in this Agreement) obtain an option to purchase, acquire or assume under this Agreement the assets or Assets listed on the attached Schedule 3.5.

3.6 **Assets Essential to Receiver**.

(a) The Receiver may refuse to sell to the Assuming Bank, or the Assuming Bank agrees, at the request of the Receiver set forth in a written notice to the Assuming Bank, to assign, transfer, convey, and deliver to the Receiver all of the Assuming Bank's right, title and interest in and to, any Asset or asset essential to the Receiver as determined by the Receiver in its discretion (together with all Credit Documents evidencing or pertaining thereto), which may include any Asset or asset that the Receiver determines to be:

(i) made to an officer, director, or other Person engaging in the affairs of the Failed Bank, its Subsidiaries or Affiliates or any related entities of any of the foregoing;

(ii) the subject of any investigation relating to any claim with respect to any item described in Section 3.5(a) or (b), or the subject of, or potentially the subject of, any legal proceedings;

(iii) made to a Person who is an Obligor on a loan owned by the Receiver or the Corporation in its corporate capacity or its capacity as receiver of any institution;

(iv) secured by collateral which also secures any asset owned by the Receiver; or

(v) related to any asset of the Failed Bank not purchased by the Assuming Bank under this Article III or any liability of the Failed Bank not assumed by the Assuming Bank under Article II.

(b) Each such Asset or asset purchased by the Receiver shall be purchased at a price equal to the Repurchase Price thereof less the Related Liability Amount with respect to any Related Liabilities related to such Asset or asset, in each case determined as of the date of the notice provided by the Receiver pursuant to Section 3.6(a). The Receiver shall pay the Assuming Bank not later than the twentieth (20th) Business Day following receipt of related Credit Documents and Credit Files together with interest on such amount at the Settlement Interest Rate for the period from and including the date of receipt of such documents to and including the day preceding the day on which payment is made. The Assuming Bank agrees to administer and manage each such Asset or asset in accordance with usual and prudent banking standards and business practices until each such Asset or asset is purchased by the Receiver. All transfers with respect to Asset or assets under this Section 3.6 shall be made as provided in Section 9.6. The Assuming Bank shall transfer all such Asset or assets and Related Liabilities to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Bank with respect to any such Asset or asset, as provided in Section 12.4.

ARTICLE IV

6.2 **Delivery of Assigned Records**. The Receiver shall deliver to the Assuming Bank all Records described in (i) Section 6.1(a) as soon as practicable on or after the date of this Agreement, and (ii) Section 6.1(b) as soon as practicable after making any assignment described therein.

6.3 **Preservation of Records**. The Assuming Bank agrees that it will preserve and maintain for the joint benefit of the Receiver, the Corporation and the Assuming Bank, all Records of which it has custody for such period as either the Receiver or the Corporation in its discretion may require, until directed otherwise, in writing, by the Receiver or Corporation. The Assuming Bank shall have the primary responsibility to respond to subpoenas, discovery requests, and other similar official inquiries with respect to the Records of which it has custody.

6.4 **Access to Records; Copies**. The Assuming Bank agrees to permit the Receiver and the Corporation access to all Records of which the Assuming Bank has custody, and to use, inspect, make extracts from or request copies of any such Records in the manner and to the extent requested, and to duplicate, in the discretion of the Receiver or the Corporation, any Record in the form of microfilm or microfiche pertaining to Deposit account relationships; provided, that in the event that the Failed Bank maintained one or more duplicate copies of such microfilm or microfiche Records, the Assuming Bank hereby assigns, transfers, and conveys to the Corporation one such duplicate copy of each such Record without cost to the Corporation, and agrees to deliver to the Corporation all Records assigned and transferred to the Corporation under this Article VI as soon as practicable on or after the date of this Agreement. The party requesting a copy of any Record shall bear the cost (based on standard accepted industry charges to the extent applicable, as determined by the Receiver) for providing such duplicate Records. A copy of each Record requested shall be provided as soon as practicable by the party having custody thereof.

ARTICLE VII
BID; INITIAL PAYMENT

The Assuming Bank has submitted to the Receiver a positive bid of $1,888,000,000.00 for the Assets purchased and Liabilities Assumed hereunder (the "Bid Amount"). On the Payment Date, the Assuming Bank will pay to the Corporation, or the Corporation will pay to the Assuming Bank, as the case may be, the Initial Payment, together with interest on such amount (if the Payment Date is not the day following the day of Bank Closing) from and including the day following Bank Closing to and including the day preceding the Payment Date at the Settlement Interest Rate.

ARTICLE VIII
PROFORMA

The Assuming Bank, as soon as practical after Bank Closing, in accordance with the best information then available, shall provide to the Receiver a Proforma Statement of Condition indicating all assets and liabilities of the Failed Bank as shown on the Failed Bank's books and records as of Bank Closing and reflecting which assets and liabilities are passing to the Assuming Bank and which assets and liabilities are to be retained by the Receiver. In addition, the Assuming Bank is to provide to the Receiver, in a standard data request as defined by the Receiver, an electronic database of all loans, deposits, and subsidiaries and other business combinations owned by the Failed Bank as of Bank Closing. See Schedule 3.1a.

ARTICLE IX
CONTINUING COOPERATION

9.1 General Matters. The parties hereto agree that they will, in good faith and with their best efforts, cooperate with each other to carry out the transactions contemplated by this Agreement and to effect the purposes hereof.

9.2 Additional Title Documents. The Receiver, the Corporation and the Assuming Bank each agree, at any time, and from time to time, upon the request of any party hereto, to execute and deliver such additional instruments and documents of conveyance as shall be reasonably necessary to vest in the appropriate party its full legal or equitable title in and to the property transferred pursuant to this Agreement or to be transferred in accordance herewith. The Assuming Bank shall prepare such instruments and documents of conveyance (in form and substance satisfactory to the Receiver) as shall be necessary to vest title to the Assets in the Assuming Bank. The Assuming Bank shall be responsible for recording such instruments and documents of conveyance at its own expense.

9.3 Claims and Suits.

(a) The Receiver shall have the right, in its discretion, to (i) defend or settle any claim or suit against the Assuming Bank with respect to which the Receiver has indemnified the Assuming Bank in the same manner and to the same extent as provided in Article XII, and (ii) defend or settle any claim or suit against the Assuming Bank with respect to any Liability Assumed, which claim or suit may result in a loss to the Receiver arising out of or related to this Agreement, or which existed against the Failed Bank on or before Bank Closing. The exercise by the Receiver of any rights under this Section 9.3(a) shall not release the Assuming Bank with respect to any of its obligations under this Agreement.

(b) In the event any action at law or in equity shall be instituted by any Person against the Receiver and the Corporation as codefendants with respect to any asset of the Failed Bank retained or acquired pursuant to this Agreement by the Receiver, the Receiver agrees, at the request of the Corporation, to join with the Corporation in a petition to remove the action to the United States District Court for the proper district. The Receiver agrees to institute, with or without joinder of the Corporation as coplaintiff, any action with respect to any such retained or acquired asset or any matter connected therewith whenever notice requiring such action shall be given by the Corporation to the Receiver.

9.4 **Payment of Deposits**. In the event any depositor does not accept the obligation of the Assuming Bank to pay any Deposit liability of the Failed Bank assumed by the Assuming Bank pursuant to this Agreement and asserts a claim against the Receiver for all or any portion of any such Deposit liability, the Assuming Bank agrees on demand to provide to the Receiver funds sufficient to pay such claim in an amount not in excess of the Deposit liability reflected on the books of the Assuming Bank at the time such claim is made. Upon payment by the Assuming Bank to the Receiver of such amount, the Assuming Bank shall be discharged from any further obligation under this Agreement to pay to any such depositor the amount of such Deposit liability paid to the Receiver.

9.5 **Withheld Payments**. At any time, the Receiver or the Corporation may, in its discretion, determine that all or any portion of any deposit balance assumed by the Assuming Bank pursuant to this Agreement does not constitute a "Deposit" (or otherwise, in its discretion, determine that it is the best interest of the Receiver or Corporation to withhold all or any portion of any deposit), and may direct the Assuming Bank to withhold payment of all or any portion of any such deposit balance. Upon such direction, the Assuming Bank agrees to hold such deposit and not to make any payment of such deposit balance to or on behalf of the depositor, or to itself, whether by way of transfer, set-off, or otherwise. The Assuming Bank agrees to maintain the "withheld payment" status of any such deposit balance until directed in writing by the Receiver or the Corporation as to its disposition. At the direction of the Receiver or the Corporation, the Assuming Bank shall return all or any portion of such deposit balance to the Receiver or the Corporation, as appropriate, and thereupon the Assuming Bank shall be discharged from any further liability to such depositor with respect to such returned deposit balance. If such deposit balance has been paid to the depositor prior to a demand for return by the Corporation or the Receiver, and payment of such deposit balance had not been previously withheld pursuant to this Section, the Assuming Bank shall not be obligated to return such deposit balance to the Receiver or the Corporation. The Assuming Bank shall be obligated to reimburse the Corporation or the Receiver, as the case may be, for the amount of any deposit balance or portion thereof paid by the Assuming Bank in contravention of any previous direction to withhold payment of such deposit balance or return such deposit balance the payment of which was withheld pursuant to this Section.

9.6 **Proceedings with Respect to Certain Assets and Liabilities**.

(a) In connection with any investigation, proceeding or other matter with respect to any asset or liability of the Failed Bank retained by the Receiver, or any asset of the Failed Bank acquired by the Receiver pursuant to this Agreement, the Assuming Bank shall cooperate to the extent reasonably required by the Receiver.

(b) In addition to its obligations under Section 6.4, the Assuming Bank shall provide representatives of the Receiver access at reasonable times and locations without other limitation or qualification to (i) its directors, officers, employees and agents and those of the Subsidiaries acquired by the Assuming Bank, and (ii) its books and records, the books and records of such Subsidiaries and all Credit Files, and copies thereof. Copies of books, records and Credit Files

shall be provided by the Assuming Bank as requested by the Receiver and the costs of duplication thereof shall be borne by the Receiver.

(c) Not later than ten (10) days after the Put Notice pursuant to Section 3.4 or the date of the notice of transfer of any Loan by the Assuming Bank to the Receiver pursuant to Section 3.6, the Assuming Bank shall deliver to the Receiver such documents with respect to such Loan as the Receiver may request, including without limitation the following: (i) all related Credit Documents (other than certificates, notices and other ancillary documents), (ii) a certificate setting forth the principal amount on the date of the transfer and the amount of interest, fees and other charges then accrued and unpaid thereon, and any restrictions on transfer to which any such Loan is subject, and (iii) all Credit Files, and all documents, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy) maintained by, owned by, or in the possession of the Assuming Bank or any Affiliate of the Assuming Bank relating to the transferred Loan.

9.7 **Information**. The Assuming Bank promptly shall provide to the Corporation such other information, including financial statements and computations, relating to the performance of the provisions of this Agreement as the Corporation or the Receiver may request from time to time, and, at the request of the Receiver, make available employees of the Failed Bank employed or retained by the Assuming Bank to assist in preparation of the pro forma statement pursuant to Section 8.1.

ARTICLE X
CONDITION PRECEDENT

The obligations of the parties to this Agreement are subject to the Receiver and the Corporation having received at or before Bank Closing evidence reasonably satisfactory to each of any necessary approval, waiver, or other action by any governmental authority, the board of directors of the Assuming Bank, or other third party, with respect to this Agreement and the transactions contemplated hereby, the closing of the Failed Bank and the appointment of the Receiver, the chartering of the Assuming Bank, and any agreements, documents, matters or proceedings contemplated hereby or thereby.

ARTICLE XI
REPRESENTATIONS AND WARRANTIES OF THE ASSUMING BANK

The Assuming Bank represents and warrants to the Corporation and the Receiver as follows:

(a) **Corporate Existence and Authority**. The Assuming Bank (i) is duly organized, validly existing and in good standing under the laws of its Chartering Authority and has full power and authority to own and operate its properties and to conduct its business as now conducted by it, and (ii) has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Assuming Bank has taken all necessary corporate

action to authorize the execution, delivery and performance of this Agreement and the performance of the transactions contemplated hereby.

(b) **Third Party Consents**. No governmental authority or other third party consents (including but not limited to approvals, licenses, registrations or declarations) are required in connection with the execution, delivery or performance by the Assuming Bank of this Agreement, other than such consents as have been duly obtained and are in full force and effect.

(c) **Execution and Enforceability**. This Agreement has been duly executed and delivered by the Assuming Bank and when this Agreement has been duly authorized, executed and delivered by the Corporation and the Receiver, this Agreement will constitute the legal, valid and binding obligation of the Assuming Bank, enforceable in accordance with its terms.

(d) **Compliance with Law**.

(i) Neither the Assuming Bank nor any of its Subsidiaries is in violation of any statute, regulation, order, decision, judgment or decree of, or any restriction imposed by, the United States of America, any State, municipality or other political subdivision or any agency of any of the foregoing, or any court or other tribunal having jurisdiction over the Assuming Bank or any of its Subsidiaries or any assets of any such Person, or any foreign government or agency thereof having such jurisdiction, with respect to the conduct of the business of the Assuming Bank or of any of its Subsidiaries, or the ownership of the properties of the Assuming Bank or any of its Subsidiaries, which, either individually or in the aggregate with all other such violations, would materially and adversely affect the business, operations or condition (financial or otherwise) of the Assuming Bank or the ability of the Assuming Bank to perform, satisfy or observe any obligation or condition under this Agreement.

(ii) Neither the execution and delivery nor the performance by the Assuming Bank of this Agreement will result in any violation by the Assuming Bank of, or be in conflict with, any provision of any applicable law or regulation, or any order, writ or decree of any court or governmental authority.

e) **Representations Remain True**. The Assuming Bank represents and warrants that it has executed and delivered to the Corporation a Purchaser Eligibility Certification and Confidentiality Agreement and that all information provided and representations made by or on behalf of the Assuming Bank in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the Purchaser Eligibility Certification and Confidentiality Agreement (which are affirmed and ratified hereby) are and remain true and correct in all material respects and do not fail to state any fact required to make the information contained therein not misleading.

ARTICLE XII
INDEMNIFICATION

12.1 **Indemnification of Indemnitees**. From and after Bank Closing and subject to the limitations set forth in this Section and Section 12.6 and compliance by the Indemnitees with Section 12.2, the Receiver agrees to indemnify and hold harmless the Indemnitees against any and all costs, losses, liabilities, expenses (including attorneys' fees) incurred prior to the assumption of defense by the Receiver pursuant to paragraph (d) of Section 12.2, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with claims against any Indemnitee (1) based on liabilities of the Failed Bank that are not assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank for which indemnification is provided hereunder in (a) of this Section 12.1 or (2) described in Section 12.1(a) below subject in each case to certain exclusions as provided in (b) of this Section 12.1:

(a)

(1) claims based on the rights of any shareholder or former shareholder as such of (x) the Failed Bank, or (y) any Subsidiary or Affiliate of the Failed Bank;

(2) claims based on the rights of any creditor as such of the Failed Bank, or any creditor as such of any director, officer, employee or agent of the Failed Bank or any Affiliate of the Failed Bank, with respect to any indebtedness or other obligation of the Failed Bank or any Affiliate of the Failed Bank arising prior to Bank Closing;

(3) claims based on the rights of any present or former director, officer, employee or agent as such of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank;

(4) claims based on any action or inaction prior to Bank Closing of the Failed Bank, its directors, officers, employees or agents as such, or any Subsidiary or Affiliate of the Failed Bank, or the directors, officers, employees or agents as such of such Subsidiary or Affiliate;

(5) claims based on any malfeasance, misfeasance or nonfeasance of the Failed Bank, its directors, officers, employees or agents with respect to the trust business of the Failed Bank, if any;

(6) claims based on any failure or alleged failure (not in violation of law) by the Assuming Bank to continue to perform any service or activity previously performed by the Failed Bank which the Assuming Bank is not required to perform pursuant to this Agreement or which arise under any contract to which the Failed Bank was a party which the Assuming Bank elected not to assume in accordance with this Agreement and which neither the Assuming Bank nor any Subsidiary or Affiliate of the Assuming Bank has assumed subsequent to the execution hereof;

(7) claims arising from any action or inaction of any Indemnitee, including for purposes of this Section 12.1(a)(7) the former officers or employees of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank that is taken upon the specific written direction of the Corporation or the Receiver, other than any action or inaction taken in a manner constituting bad faith, gross negligence or willful misconduct; and

(8) claims based on the rights of any depositor of the Failed Bank whose deposit has been accorded "withheld payment" status and/or returned to the Receiver or Corporation in accordance with Section 9.5 and/or has become an "unclaimed deposit" or has been returned to the Corporation or the Receiver in accordance with Section 2.3;

(9) claims asserted by, or derivatively by any shareholder on behalf of, the Failed Bank's parent company based on the process of bidding, negotiation, execution and consummation of the transactions contemplated by this Agreement, provided that (x) the amount of the indemnification paid or payable pursuant to this clause (9) shall not exceed $500,000,000, and (y) the indemnification provided by this clause (9) shall cover only those claims specifically enumerated in the FDIC's approval of the transactions contemplated by this Agreement.

(b) provided, that, with respect to this Agreement, except for paragraphs (7), (8) and (9) of Section 12.1(a), no indemnification will be provided under this Agreement for any:

(1) judgment or fine against, or any amount paid in settlement (without the written approval of the Receiver) by, any Indemnitee in connection with any action that seeks damages against any Indemnitee (a "counterclaim") arising with respect to any Asset and based on any action or inaction of either the Failed Bank, its directors, officers, employees or agents as such prior to Bank Closing, unless any such judgment, fine or amount paid in settlement exceeds the greater of (i) the Repurchase Price of such Asset, or (ii) the monetary recovery sought on such Asset by the Assuming Bank in the cause of action from which the counterclaim arises; and in such event the Receiver will provide indemnification only in the amount of such excess; and no indemnification will be provided for any costs or expenses other than any costs or expenses (including attorneys' fees) which, in the determination of the Receiver, have been actually and reasonably incurred by such Indemnitee in connection with the defense of any such counterclaim; and it is expressly agreed that the Receiver reserves the right to intervene, in its discretion, on its behalf and/or on behalf of the Receiver, in the defense of any such counterclaim;

(2) claims with respect to any liability or obligation of the Failed Bank that is expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(3) claims with respect to any liability of the Failed Bank to any present or former employee as such of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank, which liability is expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(4) claims based on the failure of any Indemnitee to seek recovery of damages from the Receiver for any claims based upon any action or inaction of the Failed Bank, its directors, officers, employees or agents as fiduciary, agent or custodian prior to Bank Closing;

(5) claims based on any violation or alleged violation by any Indemnitee of the antitrust, branching, banking or bank holding company or securities laws of the United States of America or any State thereof;

(6) claims based on the rights of any present or former creditor, customer, or supplier as such of the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(7) claims based on the rights of any present or former shareholder as such of the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank regardless of whether any such present or former shareholder is also a present or former shareholder of the Failed Bank;

(8) claims, if the Receiver determines that the effect of providing such indemnification would be to (i) expand or alter the provisions of any warranty or disclaimer thereof provided in Section 3.3 or any other provision of this Agreement, or (ii) create any warranty not expressly provided under this Agreement;

(9) claims which could have been enforced against any Indemnitee had the Assuming Bank not entered into this Agreement;

(10) claims based on any liability for taxes or fees assessed with respect to the consummation of the transactions contemplated by this Agreement, including without limitation any subsequent transfer of any Assets or Liabilities Assumed to any Subsidiary or Affiliate of the Assuming Bank;

(11) except as expressly provided in this Article XII, claims based on any action or inaction of any Indemnitee, and nothing in this Agreement shall be construed to provide indemnification for (i) the Failed Bank, (ii) any Subsidiary or Affiliate of the Failed Bank, or (iii) any present or former director, officer, employee or agent of the Failed Bank or its Subsidiaries or Affiliates; provided, that the Receiver, in its discretion, may provide indemnification hereunder for any present or former director, officer, employee or agent of the Failed Bank or its Subsidiaries or Affiliates who is also or becomes a director, officer, employee or agent of the Assuming Bank or its Subsidiaries or Affiliates;

(12) claims or actions which constitute a breach by the Assuming Bank of the representations and warranties contained in Article XI;

(13) claims arising out of or relating to the condition of or generated by an Asset arising from or relating to the presence, storage or release of any hazardous or toxic substance, or any pollutant or contaminant, or condition of such Asset which violate any applicable Federal, State or local law or regulation concerning environmental protection;

(14) claims based on, related to or arising from any asset, including a loan, acquired or liability assumed by the Assuming Bank, other than pursuant to this Agreement; and

(15) claims based on, related to or arising from any liability specifically not assumed by the Assuming Bank pursuant to Section 2.5 of this Agreement.

12.2 **Conditions Precedent to Indemnification**. It shall be a condition precedent to the obligation of the Receiver to indemnify any Person pursuant to this Article XII that such

Person shall, with respect to any claim made or threatened against such Person for which such Person is or may be entitled to indemnification hereunder:

(a) give written notice to the Regional Counsel (Litigation Branch) of the Corporation in the manner and at the address provided in Section 13.7 of such claim as soon as practicable after such claim is made or threatened; provided, that notice must be given on or before the date which is six (6) years from the date of this Agreement;

(b) provide to the Receiver such information and cooperation with respect to such claim as the Receiver may reasonably require;

(c) cooperate and take all steps, as the Receiver may reasonably require, to preserve and protect any defense to such claim;

(d) in the event suit is brought with respect to such claim, upon reasonable prior notice, afford to the Receiver the right, which the Receiver may exercise in its sole discretion, to conduct the investigation, control the defense and effect settlement of such claim, including without limitation the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises and appeals of any such claim, all of which shall be at the expense of the Receiver; provided, that the Receiver shall have notified the Person claiming indemnification in writing that such claim is a claim with respect to which the Person claiming indemnification is entitled to indemnification under this Article XII;

(e) not incur any costs or expenses in connection with any response or suit with respect to such claim, unless such costs or expenses were incurred upon the written direction of the Receiver; provided, that the Receiver shall not be obligated to reimburse the amount of any such costs or expenses unless such costs or expenses were incurred upon the written direction of the Receiver;

(f) not release or settle such claim or make any payment or admission with respect thereto, unless the Receiver consents in writing thereto, which consent shall not be unreasonably withheld; provided, that the Receiver shall not be obligated to reimburse the amount of any such settlement or payment unless such settlement or payment was effected upon the written direction of the Receiver; and

(g) take reasonable action as the Receiver may request in writing as necessary to preserve, protect or enforce the rights of the indemnified Person against any Primary Indemnitor.

12.3 No Additional Warranty. Nothing in this Article XII shall be construed or deemed to (i) expand or otherwise alter any warranty or disclaimer thereof provided under Section 3.3 or any other provision of this Agreement with respect to, among other matters, the title, value, collectibility, genuineness, enforceability or condition of any (x) Asset, or (y) asset of the Failed Bank purchased by the Assuming Bank subsequent to the execution of this Agreement by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank, or (ii) create any warranty not expressly provided under this Agreement with respect thereto.

12.4 **Indemnification of Receiver and Corporation**. From and after Bank Closing, the Assuming Bank agrees to indemnify and hold harmless the Corporation and the Receiver and their respective directors, officers, employees and agents from and against any and all costs, losses, liabilities, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any of the following:

(a) claims based on any and all liabilities or obligations of the Failed Bank assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank, whether or not any such liabilities subsequently are sold and/or transferred, other than any claim based upon any action or inaction of any Indemnitee as provided in paragraph (7) or (8) of Section 12.1(a); and

(b) claims based on any act or omission of any Indemnitee (including but not limited to claims of any Person claiming any right or title by or through the Assuming Bank with respect to Assets transferred to the Receiver pursuant to Section 3.4 or 3.6), other than any action or inaction of any Indemnitee as provided in paragraph (7) or (8) of Section 12.1(a).

12.5 **Obligations Supplemental**. The obligations of the Receiver, and the Corporation as guarantor in accordance with Section 12.7, to provide indemnification under this Article XII are to supplement any amount payable by any Primary Indemnitor to the Person indemnified under this Article XII. Consistent with that intent, the Receiver agrees only to make payments pursuant to such indemnification to the extent not payable by a Primary Indemnitor. If the aggregate amount of payments by the Receiver, or the Corporation as guarantor in accordance with Section 12.7, and all Primary Indemnitors with respect to any item of indemnification under this Article XII exceeds the amount payable with respect to such item, such Person being indemnified shall notify the Receiver thereof and, upon the request of the Receiver, shall promptly pay to the Receiver, or the Corporation as appropriate, the amount of the Receiver's (or Corporation's) payments to the extent of such excess.

12.6 **Criminal Claims**. Notwithstanding any provision of this Article XII to the contrary, in the event that any Person being indemnified under this Article XII shall become involved in any criminal action, suit or proceeding, whether judicial, administrative or investigative, the Receiver shall have no obligation hereunder to indemnify such Person for liability with respect to any criminal act or to the extent any costs or expenses are attributable to the defense against the allegation of any criminal act, unless (i) the Person is successful on the merits or otherwise in the defense against any such action, suit or proceeding, or (ii) such action, suit or proceeding is terminated without the imposition of liability on such Person.

12.7 **Limited Guaranty of the Corporation**. The Corporation hereby guarantees performance of the Receiver's obligation to indemnify the Assuming Bank as set forth in this Article XII. It is a condition to the Corporation's obligation hereunder that the Assuming Bank shall comply in all respects with the applicable provisions of this Article XII. The Corporation shall be liable hereunder only for such amounts, if any, as the Receiver is obligated to pay under the terms of this Article XII but shall fail to pay. Except as otherwise provided above in this Section 12.7, nothing in this Article XII is intended or shall be construed to create any liability or obligation on the part of the Corporation, the United States of America or any department or

agency thereof under or with respect to this Article XII, or any provision hereof, it being the intention of the parties hereto that the obligations undertaken by the Receiver under this Article XII are the sole and exclusive responsibility of the Receiver and no other Person or entity.

12.8 **Subrogation**. Upon payment by the Receiver, or the Corporation as guarantor in accordance with Section 12.7, to any Indemnitee for any claims indemnified by the Receiver under this Article XII, the Receiver, or the Corporation as appropriate, shall become subrogated to all rights of the Indemnitee against any other Person to the extent of such payment.

ARTICLE XIII
MISCELLANEOUS

13.1 **Entire Agreement**. This Agreement embodies the entire agreement of the parties hereto in relation to the subject matter herein and supersedes all prior understandings or agreements, oral or written, between the parties.

13.2 **Headings**. The headings and subheadings of the Table of Contents, Articles and Sections contained in this Agreement, except the terms identified for definition in Article I and elsewhere in this Agreement, are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

13.3 **Counterparts**. This Agreement may be executed in any number of counterparts and by the duly authorized representative of a different party hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

13.4 **GOVERNING LAW**. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES OF AMERICA, AND IN THE ABSENCE OF CONTROLLING FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE MAIN OFFICE OF THE FAILED BANK IS LOCATED.

13.5 **Successors**. All terms and conditions of this Agreement shall be binding on the successors and assigns of the Receiver, the Corporation and the Assuming Bank. Except as otherwise specifically provided in this Agreement, nothing expressed or referred to in this Agreement is intended or shall be construed to give any Person other than the Receiver, the Corporation and the Assuming Bank any legal or equitable right, remedy or claim under or with respect to this Agreement or any provisions contained herein, it being the intention of the parties hereto that this Agreement, the obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole and exclusive benefit of the Receiver, the Corporation and the Assuming Bank and for the benefit of no other Person.

13.6 **Modification; Assignment**. No amendment or other modification, rescission, release, or assignment of any part of this Agreement shall be effective except pursuant to a written agreement subscribed by the duly authorized representatives of the parties hereto.

13.7 **Notice**. Any notice, request, demand, consent, approval or other communication to any party hereto shall be effective when received and shall be given in writing, and delivered in person against receipt therefore, or sent by certified mail, postage prepaid, courier service, telex or facsimile transmission to such party (with copies as indicated below) at its address set forth below or at such other address as it shall hereafter furnish in writing to the other parties. All such notices and other communications shall be deemed given on the date received by the addressee.

Assuming Bank

JPMorgan Chase Bank, National Association
270 Park Avenue
New York, New York 10017

Attention: Brian A. Bessey

with a copy to: Stephen M. Cutler

Receiver and Corporation

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St., Suite 1700
Dallas, Texas 75201

Attention: Deputy Director (DRR-Field Operations Branch)

with copy to: Regional Counsel (Litigation Branch)

and with respect to notice under Article XII:

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St., Suite 1700
Dallas, Texas 75201
Attention: Regional Counsel (Litigation Branch)

13.8 **Manner of Payment**. All payments due under this Agreement shall be in lawful money of the United States of America in immediately available funds as each party hereto may specify to the other parties; provided, that in the event the Receiver or the Corporation is obligated to make any payment hereunder in the amount of $25,000.00 or less, such payment may be made by check.

13.9 **Costs, Fees and Expenses**. Except as otherwise specifically provided herein, each party hereto agrees to pay all costs, fees and expenses which it has incurred in connection with or incidental to the matters contained in this Agreement, including without limitation any fees and disbursements to its accountants and counsel; provided, that the Assuming Bank shall pay all fees, costs and expenses (other than attorneys' fees incurred by the Receiver) incurred in connection with the transfer to it of any Assets or Liabilities Assumed hereunder or in accordance herewith.

13.10 **Waiver**. Each of the Receiver, the Corporation and the Assuming Bank may waive its respective rights, powers or privileges under this Agreement; provided, that such waiver shall be in writing; and further provided, that no failure or delay on the part of the Receiver, the Corporation or the Assuming Bank to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege by the Receiver, the Corporation, or the Assuming Bank under this Agreement, nor will any such waiver operate or be construed as a future waiver of such right, power or privilege under this Agreement.

13.11 **Severability**. If any provision of this Agreement is declared invalid or unenforceable, then, to the extent possible, all of the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

13.12 **Term of Agreement**. This Agreement shall continue in full force and effect until the sixth (6th) anniversary of Bank Closing; provided, that the provisions of Section 6.3 and 6.4 shall survive the expiration of the term of this Agreement. Provided, however, the receivership of the Failed Bank may be terminated prior to the expiration of the term of this Agreement; in such event, the guaranty of the Corporation, as provided in and in accordance with the provisions of Section 12.7 shall be in effect for the remainder of the term. Expiration of the term of this Agreement shall not affect any claim or liability of any party with respect to any (i) amount which is owing at the time of such expiration, regardless of when such amount becomes payable, and (ii) breach of this Agreement occurring prior to such expiration, regardless of when such breach is discovered.

13.13 **Survival of Covenants, Etc**. The covenants, representations, and warranties in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF: WASHINGTON MUTUAL BANK, HENDERSON, NEVADA

BY: _____

NAME: Mitchell L. Glassman
TITLE: Director

Attest:

_____

FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____

NAME: Mitchell L. Glassman
TITLE: Director

Attest:

_____

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

BY: [redacted]

NAME: Brian A. Bessey
TITLE: Senior Vice President

Attest: [redacted]

PK000607

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF: WASHINGTON MUTUAL BANK, HENDERSON, NEVADA

BY: [redacted]

NAME: Mitchell L. Glassman
TITLE: Director

Attest: [redacted]

FEDERAL DEPOSIT INSURANCE CORPORATION

BY [redacted]

NAME: Mitchell L. Glassman
TITLE: Director

Attest: [redacted]

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

BY:_____

NAME: Brian A. Bessey
TITLE: Senior Vice President

Attest:

_____

SCHEDULE 2.1 - Certain Liabilities Not Assumed

1. Preferred stock and litigation pending against the Failed Bank related to liabilities retained by the receiver.

2. Subordinated debt.

3. Senior debt.

4. All employee benefit plans sponsored by the holding company of the Failed Bank except the tax-qualified pension and 401(k) plans and employee medical plan.

5. All management, employment, change-in-control, severance, unfunded deferred compensation and individual consulting agreements or plans (i) between the Failed Bank and its employees or (ii) maintained by the Failed Bank on behalf of its employees.

SCHEDULE 3.2 - Purchase Price of Assets

(a)	cash and receivables from depository institutions, including cash items in the process of collection, plus interest thereon:	Book Value
(b)	securities (exclusive of the capital stock of Acquired Subsidiaries), plus interest thereon:	Market Value
(c)	federal funds sold and repurchase agreements, if any, including interest thereon:	Book Value
(d)	Loans:	Book Value
(e)	Other Real Estate:	Book Value
(f)	credit card business, if any, including all outstanding extensions of credit:	Book Value
(g)	Safe Deposit Boxes and related business, safekeeping business and trust business, if any:	Book Value
(h)	Records and other documents:	Book Value
(i)	capital stock of any Acquired Subsidiaries:	Book Value
(j)	amounts owed to the Failed Bank by any Acquired Subsidiary:	Book Value
(k)	assets securing Deposits of public money, to the extent not otherwise purchased hereunder:	Book Value
(l)	Overdrafts of customers:	Book Value

(m)	rights, if any, with respect to Qualified Financial Contracts.	Market Value
(n)	rights of the Failed Bank to provide mortgage servicing for others and to have mortgage servicing provided to the Failed Bank by others and related contracts.	Book Value
(o)	Bank Premises:	Book Value
(p)	Furniture and Equipment:	Book Value
(q)	Fixtures:	Book Value

SCHEDULE 3.5 - Certain Assets Not Purchased

(1) Any Financial Institution Bonds, Banker's Blanket Bonds, surety bonds (except Court bonds required for retained litigation risk), Directors and Officers insurance, Professional Liability insurance, or related premium refund, unearned premium derived from cancellation, or any proceeds payable with respect to any of the foregoing. This shall exclude Commercial General Liability, International Liability, Commercial Automobile, Worker's Compensation, Employer's Liability, Umbrella and Excess Liability, Property, Mortgage Impairment and Mortgage Errors & Omissions, Lender-placed coverage, Private Mortgage Insurance, Boiler & Machinery, Terrorism, Mail, Storage Tank Liability, Marine Liability, Vessel Hull and Vessel Pollution (if marine assets are acquired), Aircraft Liability (if aircraft assets are acquired) insurance policies, proceeds and collateral related to, held or issued with respect to or in connection with any Asset (including Bank staff) acquired by the Assuming Bank under this Agreement, which such policies, proceeds and collateral are acquired Assets.

(2) any interest, right, action, claim, or judgment against (i) any officer, director, employee, accountant, attorney, or any other Person employed or retained by the Failed Bank or any Subsidiary of the Failed Bank on or prior to Bank Closing arising out of any act or omission of such Person in such capacity, (ii) any underwriter of financial institution bonds, banker's blanket bonds or any other insurance policy of the Failed Bank, (iii) any shareholder or holding company of the Failed Bank, or (iv) any other Person whose action or inaction may be related to any loss (exclusive of any loss resulting from such Person's failure to pay on a Loan made by the Failed Bank) incurred by the Failed Bank; provided, that for the purposes hereof, the acts, omissions or other events giving rise to any such claim shall have occurred on or before Bank Closing, regardless of when any such claim is discovered and regardless of whether any such claim is made with respect to a financial institution bond, banker's blanket bond, or any other insurance policy of the Failed Bank in force as of Bank Closing;

(3) leased Bank Premises and leased Furniture and Equipment and Fixtures and data processing equipment (including hardware and software) located on leased or owned Bank Premises, if any; provided, that the Assuming Bank does obtain an option under Section 4.6, Section 4.7 or Section 4.8, as the case may be, with respect thereto; and

(4) any criminal/restitution orders issued in favor of the Failed Bank;

EXHIBIT 3.2(e) – VALUATION OF CERTAIN QUALIFIED FINANCIAL CONTRACTS

A. Scope

Interest Rate Contracts - All interest rate swaps, forward rate agreements, interest rate futures, caps, collars and floors, whether purchased or written.

Option Contracts - All put and call option contracts, whether purchased or written, on marketable securities, financial futures, foreign currencies, foreign exchange or foreign exchange futures contracts.

Foreign Exchange Contracts - All contracts for future purchase or sale of foreign currencies, foreign currency or cross currency swap contracts, or foreign exchange futures contracts.

B. Exclusions

All financial contracts used to hedge assets and liabilities that are acquired by the Assuming Bank but are not subject to adjustment from Book Value.

C. Adjustment

The difference between the Book Value and market value as of Bank Closing.

D. Methodology

1. The price at which the Assuming Bank sells or disposes of Qualified Financial Contracts will be deemed to be the fair market value of such contracts, if such sale or disposition occurs at prevailing market rates within a predefined timetable as agreed upon by the Assuming Bank and the Receiver.

2. In valuing all other Qualified Financial Contracts, the following principles will apply:

   (i) All known cash flows under swaps or forward exchange contracts shall be present valued to the swap zero coupon interest rate curve.

   (ii) All valuations shall employ prices and interest rates based on the actual frequency of rate reset or payment.

   (iii) Each tranche of amortizing contracts shall be separately valued. The total value of such amortizing contract shall be the sum of the values of its component tranches.

(iv) For regularly traded contracts, valuations shall be at the midpoint of the bid and ask prices quoted by customary sources (e.g., The Wall Street Journal, Telerate, Reuters or other similar source) or regularly traded exchanges.

(v) For all other Qualified Financial Contracts where published market quotes are unavailable, the adjusted price shall be the average of the bid and ask price quotes from three (3) securities dealers acceptable to the Receiver and Assuming Bank as of Bank Closing. If quotes from securities dealers cannot be obtained, an appraiser acceptable to the Receiver and the Assuming Bank will perform a valuation based on modeling, correlation analysis, interpolation or other techniques, as appropriate.

This is **Exhibit "Q"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16 day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

CHASE

3415 Vision Dr.
Mail Code 0H4-7144
Columbus, OH 43219-6009

October 1, 2009

0040862627*5305
Peter Siavrakas
Dolores M. Siavrakas
806 Ludlow Ave.
Rochester, MI 48307-1309

RE: WaMu and Chase Loan Number: 8499492083

Welcome!

Almost a year ago, we extended a welcome to you on behalf of JPMorgan Chase Bank, N.A., which has continued to service your loan under the Washington Mutual ("WaMu") name. It is now with great pleasure that we are completing the transition from WaMu to Chase and extending a formal welcome to you. Chase Home Finance, LLC ("Chase") is the subsidiary of JPMorgan Chase Bank that handles the servicing functions for our entire home loan portfolio and will begin servicing your loan effective October 25, 2009. The Chase name will appear on all correspondence and statements after that date.

Your home loan terms and conditions remain the same...

Rest assured that the terms and conditions of your home loan including your loan number will remain the same. Although WaMu will continue to accept and process your payments through October 25, 2009 and Chase will begin accepting payments after October 25, 2009, all of the mailing addresses and contact information that you use for WaMu today will get you to Chase.

Beginning in October you will see a new name...

On October 25, 2009, Chase will become responsible for all aspects of the servicing of your home loan, including accepting and processing your monthly payment. Communications regarding your home loan will be sent from Chase. Please keep this in mind as you sort through your personal mail on a daily basis.

Here's how to make your home loan payments...

If you mail a check every month, please make your check payable to Chase Home Finance. The mailing address for your payments has not changed. If you are currently receiving monthly billing statements, Chase will send you automated monthly statements approximately 7-10 business days after your payment is applied to your loan.

If your payments are automatically withdrawn from one of your accounts, you will not need to make any changes as these services will be continued. If you use a third-party billing service, you should notify them of the name change.

We are here to answer your questions...

If you have any questions relating to the transfer of servicing from WaMu to Chase, please call us at 1-866-926-8937.

This is **Exhibit "R"** referred to in
the Affidavit of Marilyn Lea
Dated March 16, 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 896617
My Comm. Expires Jul 13, 2019

CA View Browse - MLR821C99 ---------- Rec 000000000 Pg 0000001.001 Lock 00 Col 001 132
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********** Top of Data **********

MLR821-A199-C
OLD LOAN #: 1994920E - 3
NEW LOAN #: 8499492083

WASHINGTON MUTUAL CASH MORTGAGE LOAN HISTORY INFORMATION

NAME: SIAVRAKAS P

MAILING ADDRESS:

PETER SIAVRAKAS

DOLORES M SIAVRAKAS
1820 WELLING DR
TROY, MI 48085-5087

PROPERTY ADDRESS:

AMHERSTBURG ONTARIO
CANADA, CN N9V 4-B8

RK000620

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STATE: 53 LOAN TYPE: CONVENTIONAL INSTR TYPE: 31 FC: BKR: MAN: 50 STOP CODES #1:BP03 #2:

RESIDENTIAL HELD ESC: .00 AVAL ESC: .00
FLAGS PIF: FREQ: 1 LATE: EZPY: IOE: N

---------- BALANCE AND PAYMENT INFORMATION AS OF 6/30/04 ----------

ORIGINAL DATA		PAYMENT DATA	
ORIGINAL BAL:	351,200.00	DUE DATE:	08/01/04
1ST PMT DATE:	07/99	PRINCIPAL BAL:	325,614.27
MTG DATE:	05/10/99	ESCROW BAL:	0.00
MATURITY DATE:	06/29	TOTAL DUE:	1,744.60
MTG TERM:	360		

---------- CASH MORTGAGE LOAN HISTORY INQUIRY DATA AS OF 6/30/04 ----------

DATE RECVD	DATE APPLD	DUE DATE	TR/ MC	* TR DESC *	PRIN APPL /DESCRIP	INTEREST APPLIED	ESCROW APPLIED	LATE/ PAYEE	INSUR CK NO	**** MISC **** TR	APPLIED	TOTAL	* RUNNING ESCROW

RK000621

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**** NO ESCROW ACTIVITY FOR THIS ACCOUNT *****

062404	062504	0704	01	PAYMENT	623.16	1121.44	.00	.00	.00	0.00	1744.60	0.00
051304	051304	0604	01	PAYMENT	632.43	1089.57	.00	.00	.00	0.00	1722.00	0.00
041904	041904	0504	01	PAYMENT	630.33	1091.67	.00	.00	.00	0.00	1722.00	0.00
022704	022704	0404	01	PAYMENT	628.24	1093.76	.00	.00	.00	0.00	1722.00	0.00
021704	021704	0304	01	PAYMENT	626.15	1095.85	.00	.00	.00	0.00	1722.00	0.00
012604	012604	0204	01	PAYMENT	624.07	1097.93	.00	.00	.00	0.00	1722.00	0.00
010704	010704	0104	01	PAYMENT	622.00	1100.00	.00	.00	.00	0.00	1722.00	0.00
112003	112003	1203	01	PAYMENT	619.93	1102.07	.00	.00	.00	0.00	1722.00	0.00
101603	101603	1103	01	PAYMENT	617.87	1104.13	.00	.00	.00	0.00	1722.00	0.00
091803	091803	1003	01	PAYMENT	615.82	1106.18	.00	.00	.00	0.00	1722.00	0.00
081103	081103	0903	01	PAYMENT	613.77	1108.23	.00	.00	.00	0.00	1722.00	0.00
071803	071803	0803	01	PAYMENT	611.73	1110.27	.00	.00	.00	0.00	1722.00	0.00
070703	070703	0703	10	LT CHG PD	.00	.00	.00	98.13	.00	0.00	98.13	0.00
070703	070703	0703	01	PAYMENT	609.70	1112.30	.00	.00	.00	0.00	1722.00	0.00
060203	060203	0603	01	PAYMENT	500.52	1462.08	.00	.00	.00	0.00	1962.60	0.00
050703	050703	0503	01	PAYMENT	498.34	1464.26	.00	.00	.00	0.00	1962.60	0.00

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031403	031403	0403	01	PAYMENT	498.17	1466.43	.00	.00	.00	0.00	1962.60	0.00
011603	022803	0303	01	PAYMENT	494.01	1468.59	.00	.00	.00	0.00	1962.60	0.00
011603	022803	0203	01	PAYMENT	491.85	1470.75	.00	.00	.00	0.00	1962.60	0.00

RK000623

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MLR821-A199-C
OLD LOAN #: 19949208 - 3
NEW LOAN #: 8499492083

WASHINGTON MUTUAL CASH MORTGAGE LOAN HISTORY INFORMATION

NAME: SIAVRAKAS P

---------- CASH MORTGAGE LOAN HISTORY INQUIRY DATA AS OF 6/30/04 ----------

DATE RECVD	DATE APPLD	DUE DATE	TR/ MC	*	TR DESC	*	PRIN APPL /DESCRIP	INTEREST APPLIED	ESCROW APPLIED	LATE/ PAYEE	INSUR CK NO	**** MISC **** TR	APPLIED	TOTAL	* RUNNING ESCROW

PK00624

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010203	022803	0103	01	PAYMENT	489.71	1472.89	.00	.00	.00	0.00	1962.60	0.00
010203	022803	1202	01	PAYMENT	487.58	1475.02	.00	.00	.00	0.00	1962.60	0.00
010203	022803	1102	10	LT CHG PD	.00	.00	.00	98.13-	.00	0.00	98.13-	0.00
022803	022803	1102	24	REVERSAL	1864.47-	.00	.00	.00	.00	0.00	1864.47-	0.00
022803	022803	1202	24	REVERSAL	495.74-	1466.86-	.00	.00	.00	0.00	1962.60-	0.00
022803	022803	0103	24	REVERSAL	497.90-	1464.70-	.00	.00	.00	0.00	1962.60-	0.00
022803	022803	0103	24	REVERSAL	1962.60-	.00	.00	.00	.00	0.00	1962.60-	0.00
022603	022603	0103	13X	LATE CHG	COLMAIVE		.00	98.13	.00	0.00	98.13	0.00
021903	021903	0203	13X	LATE CHG	ASSESSED		.00	98.13-	.00	0.00	98.13-	0.00
011603	011603	0103	02	PRINCIPAL	1962.60	.00	.00	.00	.00	0.00	1962.60	0.00
011603	011603	0103	01	PAYMENT	497.90	1464.70	.00	.00	.00	0.00	1962.60	0.00
010903	010903	1202	13X	LATE CHG	COURTESY		.00	98.13	.00	0.00	98.13	0.00
122602	122602	1202	01	PAYMENT	495.74	1466.86	.00	.00	.00	0.00	1962.60	0.00
121702	121702	1202	13X	LATE CHG	ASSESSED		.00	98.13-	.00	0.00	98.13-	0.00
112602	112602	1102	02	PRINCIPAL	1864.47	.00	.00	.00	.00	0.00	1864.47	0.00
112602	112602	1102	10	LT CHG PD	.00	.00	.00	98.13	.00	0.00	98.13	0.00
112602	112602	1102	01	PAYMENT	485.46	1477.14	.00	.00	.00	0.00	1962.60	0.00

RK000625

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111902	111902	1102	13X	LATE CHG	ASSESSED		.00	98.13-	.00		0.00	98.13-	0.00
093002	093002	1002	01	PAYMENT	483.34	1479.26	.00	.00	.00		0.00	1962.60	0.00
090502	090502	0902	01	PAYMENT	481.24	1481.36	.00	.00	.00		0.00	1962.60	0.00
080102	080102	0802	01	PAYMENT	479.14	1483.46	.00	.00	.00		0.00	1962.60	0.00
062902	062902	0702	01	PAYMENT	477.05	1485.55	.00	.00	.00		0.00	1962.60	0.00
053102	053102	0602	01	PAYMENT	342.27	2053.54	.00	.00	.00		0.00	2395.81	0.00
050202	050202	0502	01	PAYMENT	340.22	2055.59	.00	.00	.00		0.00	2395.81	0.00
032502	032802	0402	06	PAYMENT	338.17	2057.64	.00	.00	.00		0.00	2395.81	0.00
030402	030702	0302	06	PAYMENT	336.14	2059.67	.00	.00	.00		0.00	2395.81	0.00
121701	121901	0202	06	PAYMENT	334.12	2061.69	.00	.00	.00		0.00	2395.81	0.00
121701	121901	0102	06	PAYMENT	332.12	2063.69	.00	.00	.00		0.00	2395.81	0.00
120501	120501	1201	28	FEES	A05D25261R		.00	.00	.00	28	500.00	500.00	0.00
120501	120501	1201	06	PAYMENT	330.12	2065.69	.00	.00	.00		0.00	2395.81	0.00
101901	101901	1101	02	PRINCIPAL	500.00	.00	.00	.00	.00		0.00	500.00	0.00
101901	101901	1101	01	PAYMENT	325.14	2070.67	.00	.00	.00		0.00	2395.81	0.00
092601	092601	1001	01	PAYMENT	323.18	2072.63	.00	.00	.00		0.00	2395.81	0.00
083001	083001	0901	01	PAYMENT	321.24	2074.57	.00	.00	.00		0.00	2395.81	0.00
080301	080301	0801	01	PAYMENT	319.31	2076.50	.00	.00	.00		0.00	2395.81	0.00
070501	070501	0701	85	CORP ADV	L19D25261R		.00	40964	3349357		1944.24-	1944.24-	0.00

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062501	062501	0701	01	PAYMENT	317.40	2078.41	.00	.00	.00	0.00	2395.81	0.00
060401	060401	0601	01	PAYMENT	315.49	2080.32	.00	.00	.00	0.00	2395.81	0.00
042601	042601	0501	01	PAYMENT	313.60	2082.21	.00	.00	.00	0.00	2395.81	0.00

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NLR821-A199-C
OLD LOAN #: 19949208 - 3
NEW LOAN #: 8499492083

WASHINGTON MUTUAL CASH MORTGAGE LOAN HISTORY INFORMATION

NAME: SIAVRAKAS P

HI TYPE	1	1	1	1	1	1
AMT ADV	.00	.00	.00	.00	.00	.00
CHECK NO						
PAY DESC						
HELD FUND						
EFF DT AD						

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BATCH	801	801	801	801	849	919
SEQUENCE	26,641	26,640	119,668	167,524	93,300	91,002
ACTION	0000	0000	0000	0000	0000	0000
SER FEE	109.49	109.58	109.66	109.75	.00	.00
LIFE LTD	.00	.00	.00	.00	.00	.00
DISB CHK						
FROM PAY						
DESC						
PROCESSOR						
MRC CP AD	.00	.00	.00	.00	.00	.00
MRC CP AD	.00	.00	.00	.00	.00	.00
CRP PAYEE						
REASON						
REASON CD						

********** END OF DATA **********

PK000629

PK000630

This is **Exhibit "S"** referred to in
the Affidavit of Marilyn Lea
Dated March 16th 2018

Sworn before me this 16th day of March, 2018.

Notary Public

THOMAS L DINARDO
Notary Public - State of Florida
Commission # FF 898617
My Comm. Expires Jul 13, 2019

LN# 8499492083 PETER SIAVRAKAS

DOLORES M SIAVRAKAS
1820 WELLING DR TROY MI 480855087

ARM PLAN 422V
EMP 0 P0F0

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
321,830.08	.00	.00	.00	.00	.00	.00	.00	.00	.00	02-01-05	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
1744.60	.00	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	1744.60	.0412500	1 8

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT IND	GPM ORG
351,200	0	330,000.65			[redacted]	0.00		0.00	0	

ASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-METH ELOC BNKRPCY CH/DT
N/10-04-99 ALSSBK1099

PMT PERIOD 1098-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DI-NOT-RPT-YR REAS CAUS RI-HDR-SW 1ST-DUE-DT REO STAT/COMPL DT
12 .00 07-99

IOE CREDIT YTD/W-H SW/W-H BALANCE IORE CREDIT YTD/W-H SW/W-H BALANCE CONSTR CD NO PURGE FLAG/YR BNKRPT STAT LAST DEF DUE
.00 .00 .00 .00 06-29

REC CORP ADV BAL 3RD REC CORP ADV BAL FORECL WKST CODE/REINSTATE DATE INIT ESC STMT CODE / DATE LOSS MIT STATUS/COMPL DATE
1,444.24 .00

DUE DATE	PROC DATE	TP TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD						330000.65			.00	.00		.00	.00		
07-04	07-03	1 70	1	12076.60	4386.38	325614.27	7690.22	.00	.00	.00	.00	.00	.00		1
00-00	07-03	7 45	2	500.00-PROCES ALS CHECK #		REASON RCVR ALSS011205A05			CORP:SEQ	PAYEE 95R21	ORIG PAY			ACTION A540 500.00-AR	
00-00	07-03	7 45	3	1944.24 PROCES ALS CHECK #		REASON ATTY ALSS010705L19			CORP:SEQ	PAYEE 95R21	ORIG PAY			ACTION OMEM 1944.24 AR	
08-04	07-30	1 71	1	1744.60	625.30	324988.97	1119.30	.00	.00	.00	.00	.00	.00	ACTION OMEM	1
														07-30-04 L 101.75 AA	
											BATCH 6P8 EDIT-SEQ 134470				
09-04	08-31	1 71	1	1744.60	627.45	324361.52	1117.15	.00	.00	.00	.00	.00	.00		1
														08-31-04 L 101.56 AA	
											BATCH 6PS EDIT-SEQ 945141				
10-04	09-22	1 71	1	1744.60	629.61	323731.91	1114.99	.00	.00	.00	.00	.00	.00		1
														09-22-04 L 101.36 AA	
											BATCH 6P0 EDIT-SEQ 226926				
11-04	10-23	1 71	1	1744.60	631.77	323100.14	1112.83	.00	.00	.00	.00	.00	.00		1
														10-23-04 L 101.17 AA	
											BATCH 6PA EDIT-SEQ 413719				
12-04	11-27	1 71	1	1744.60	633.94	322466.20	1110.66	.00	.00	.00	.00	.00	.00		1
														11-27-04 L 100.97 AA	
											BATCH 6PK EDIT-SEQ 011844				
01-05	12-14	1 71	1	1744.60	636.12	321830.08	1108.48	.00	.00	.00	.00	.00	.00		1

PK000632

action to authorize the execution, delivery and performance of this Agreement and the performance of the transactions contemplated hereby.

(b) **Third Party Consents**. No governmental authority or other third party consents (including but not limited to approvals, licenses, registrations or declarations) are required in connection with the execution, delivery or performance by the Assuming Bank of this Agreement, other than such consents as have been duly obtained and are in full force and effect.

(c) **Execution and Enforceability**. This Agreement has been duly executed and delivered by the Assuming Bank and when this Agreement has been duly authorized, executed and delivered by the Corporation and the Receiver, this Agreement will constitute the legal, valid and binding obligation of the Assuming Bank, enforceable in accordance with its terms.

(d) **Compliance with Law**.

(i) Neither the Assuming Bank nor any of its Subsidiaries is in violation of any statute, regulation, order, decision, judgment or decree of, or any restriction imposed by, the United States of America, any State, municipality or other political subdivision or any agency of any of the foregoing, or any court or other tribunal having jurisdiction over the Assuming Bank or any of its Subsidiaries or any assets of any such Person, or any foreign government or agency thereof having such jurisdiction, with respect to the conduct of the business of the Assuming Bank or of any of its Subsidiaries, or the ownership of the properties of the Assuming Bank or any of its Subsidiaries, which, either individually or in the aggregate with all other such violations, would materially and adversely affect the business, operations or condition (financial or otherwise) of the Assuming Bank or the ability of the Assuming Bank to perform, satisfy or observe any obligation or condition under this Agreement.

(ii) Neither the execution and delivery nor the performance by the Assuming Bank of this Agreement will result in any violation by the Assuming Bank of, or be in conflict with, any provision of any applicable law or regulation, or any order, writ or decree of any court or governmental authority.

e) **Representations Remain True**. The Assuming Bank represents and warrants that it has executed and delivered to the Corporation a Purchaser Eligibility Certification and Confidentiality Agreement and that all information provided and representations made by or on behalf of the Assuming Bank in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the Purchaser Eligibility Certification and Confidentiality Agreement (which are affirmed and ratified hereby) are and remain true and correct in all material respects and do not fail to state any fact required to make the information contained therein not misleading.

ARTICLE XII
INDEMNIFICATION

12.1 **Indemnification of Indemnitees**. From and after Bank Closing and subject to the limitations set forth in this Section and Section 12.6 and compliance by the Indemnitees with Section 12.2, the Receiver agrees to indemnify and hold harmless the Indemnitees against any and all costs, losses, liabilities, expenses (including attorneys' fees) incurred prior to the assumption of defense by the Receiver pursuant to paragraph (d) of Section 12.2, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with claims against any Indemnitee (1) based on liabilities of the Failed Bank that are not assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank for which indemnification is provided hereunder in (a) of this Section 12.1 or (2) described in Section 12.1(a) below subject in each case to certain exclusions as provided in (b) of this Section 12.1:

(a)

(1) claims based on the rights of any shareholder or former shareholder as such of (x) the Failed Bank, or (y) any Subsidiary or Affiliate of the Failed Bank;

(2) claims based on the rights of any creditor as such of the Failed Bank, or any creditor as such of any director, officer, employee or agent of the Failed Bank or any Affiliate of the Failed Bank, with respect to any indebtedness or other obligation of the Failed Bank or any Affiliate of the Failed Bank arising prior to Bank Closing;

(3) claims based on the rights of any present or former director, officer, employee or agent as such of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank;

(4) claims based on any action or inaction prior to Bank Closing of the Failed Bank, its directors, officers, employees or agents as such, or any Subsidiary or Affiliate of the Failed Bank, or the directors, officers, employees or agents as such of such Subsidiary or Affiliate;

(5) claims based on any malfeasance, misfeasance or nonfeasance of the Failed Bank, its directors, officers, employees or agents with respect to the trust business of the Failed Bank, if any;

(6) claims based on any failure or alleged failure (not in violation of law) by the Assuming Bank to continue to perform any service or activity previously performed by the Failed Bank which the Assuming Bank is not required to perform pursuant to this Agreement or which arise under any contract to which the Failed Bank was a party which the Assuming Bank elected not to assume in accordance with this Agreement and which neither the Assuming Bank nor any Subsidiary or Affiliate of the Assuming Bank has assumed subsequent to the execution hereof;

(7) claims arising from any action or inaction of any Indemnitee, including for purposes of this Section 12.1(a)(7) the former officers or employees of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank that is taken upon the specific written direction of the Corporation or the Receiver, other than any action or inaction taken in a manner constituting bad faith, gross negligence or willful misconduct; and

(8) claims based on the rights of any depositor of the Failed Bank whose deposit has been accorded "withheld payment" status and/or returned to the Receiver or Corporation in accordance with Section 9.5 and/or has become an "unclaimed deposit" or has been returned to the Corporation or the Receiver in accordance with Section 2.3;

(9) claims asserted by, or derivatively by any shareholder on behalf of, the Failed Bank's parent company based on the process of bidding, negotiation, execution and consummation of the transactions contemplated by this Agreement, provided that (x) the amount of the indemnification paid or payable pursuant to this clause (9) shall not exceed $500,000,000, and (y) the indemnification provided by this clause (9) shall cover only those claims specifically enumerated in the FDIC's approval of the transactions contemplated by this Agreement.

(b) provided, that, with respect to this Agreement, except for paragraphs (7), (8) and (9) of Section 12.1(a), no indemnification will be provided under this Agreement for any:

(1) judgment or fine against, or any amount paid in settlement (without the written approval of the Receiver) by, any Indemnitee in connection with any action that seeks damages against any Indemnitee (a "counterclaim") arising with respect to any Asset and based on any action or inaction of either the Failed Bank, its directors, officers, employees or agents as such prior to Bank Closing, unless any such judgment, fine or amount paid in settlement exceeds the greater of (i) the Repurchase Price of such Asset, or (ii) the monetary recovery sought on such Asset by the Assuming Bank in the cause of action from which the counterclaim arises; and in such event the Receiver will provide indemnification only in the amount of such excess; and no indemnification will be provided for any costs or expenses other than any costs or expenses (including attorneys' fees) which, in the determination of the Receiver, have been actually and reasonably incurred by such Indemnitee in connection with the defense of any such counterclaim; and it is expressly agreed that the Receiver reserves the right to intervene, in its discretion, on its behalf and/or on behalf of the Receiver, in the defense of any such counterclaim;

(2) claims with respect to any liability or obligation of the Failed Bank that is expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(3) claims with respect to any liability of the Failed Bank to any present or former employee as such of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank, which liability is expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(4) claims based on the failure of any Indemnitee to seek recovery of damages from the Receiver for any claims based upon any action or inaction of the Failed Bank, its directors, officers, employees or agents as fiduciary, agent or custodian prior to Bank Closing;

(5) claims based on any violation or alleged violation by any Indemnitee of the antitrust, branching, banking or bank holding company or securities laws of the United States of America or any State thereof;

(6) claims based on the rights of any present or former creditor, customer, or supplier as such of the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(7) claims based on the rights of any present or former shareholder as such of the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank regardless of whether any such present or former shareholder is also a present or former shareholder of the Failed Bank;

(8) claims, if the Receiver determines that the effect of providing such indemnification would be to (i) expand or alter the provisions of any warranty or disclaimer thereof provided in Section 3.3 or any other provision of this Agreement, or (ii) create any warranty not expressly provided under this Agreement;

(9) claims which could have been enforced against any Indemnitee had the Assuming Bank not entered into this Agreement;

(10) claims based on any liability for taxes or fees assessed with respect to the consummation of the transactions contemplated by this Agreement, including without limitation any subsequent transfer of any Assets or Liabilities Assumed to any Subsidiary or Affiliate of the Assuming Bank;

(11) except as expressly provided in this Article XII, claims based on any action or inaction of any Indemnitee, and nothing in this Agreement shall be construed to provide indemnification for (i) the Failed Bank, (ii) any Subsidiary or Affiliate of the Failed Bank, or (iii) any present or former director, officer, employee or agent of the Failed Bank or its Subsidiaries or Affiliates; provided, that the Receiver, in its discretion, may provide indemnification hereunder for any present or former director, officer, employee or agent of the Failed Bank or its Subsidiaries or Affiliates who is also or becomes a director, officer, employee or agent of the Assuming Bank or its Subsidiaries or Affiliates;

(12) claims or actions which constitute a breach by the Assuming Bank of the representations and warranties contained in Article XI;

(13) claims arising out of or relating to the condition of or generated by an Asset arising from or relating to the presence, storage or release of any hazardous or toxic substance, or any pollutant or contaminant, or condition of such Asset which violate any applicable Federal, State or local law or regulation concerning environmental protection;

(14) claims based on, related to or arising from any asset, including a loan, acquired or liability assumed by the Assuming Bank, other than pursuant to this Agreement; and

(15) claims based on, related to or arising from any liability specifically not assumed by the Assuming Bank pursuant to Section 2.5 of this Agreement.

12.2 **Conditions Precedent to Indemnification**. It shall be a condition precedent to the obligation of the Receiver to indemnify any Person pursuant to this Article XII that such

Person shall, with respect to any claim made or threatened against such Person for which such Person is or may be entitled to indemnification hereunder:

(a) give written notice to the Regional Counsel (Litigation Branch) of the Corporation in the manner and at the address provided in Section 13.7 of such claim as soon as practicable after such claim is made or threatened; provided, that notice must be given on or before the date which is six (6) years from the date of this Agreement;

(b) provide to the Receiver such information and cooperation with respect to such claim as the Receiver may reasonably require;

(c) cooperate and take all steps, as the Receiver may reasonably require, to preserve and protect any defense to such claim;

(d) in the event suit is brought with respect to such claim, upon reasonable prior notice, afford to the Receiver the right, which the Receiver may exercise in its sole discretion, to conduct the investigation, control the defense and effect settlement of such claim, including without limitation the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises and appeals of any such claim, all of which shall be at the expense of the Receiver; provided, that the Receiver shall have notified the Person claiming indemnification in writing that such claim is a claim with respect to which the Person claiming indemnification is entitled to indemnification under this Article XII;

(e) not incur any costs or expenses in connection with any response or suit with respect to such claim, unless such costs or expenses were incurred upon the written direction of the Receiver; provided, that the Receiver shall not be obligated to reimburse the amount of any such costs or expenses unless such costs or expenses were incurred upon the written direction of the Receiver;

(f) not release or settle such claim or make any payment or admission with respect thereto, unless the Receiver consents in writing thereto, which consent shall not be unreasonably withheld; provided, that the Receiver shall not be obligated to reimburse the amount of any such settlement or payment unless such settlement or payment was effected upon the written direction of the Receiver; and

(g) take reasonable action as the Receiver may request in writing as necessary to preserve, protect or enforce the rights of the indemnified Person against any Primary Indemnitor.

12.3 No Additional Warranty. Nothing in this Article XII shall be construed or deemed to (i) expand or otherwise alter any warranty or disclaimer thereof provided under Section 3.3 or any other provision of this Agreement with respect to, among other matters, the title, value, collectibility, genuineness, enforceability or condition of any (x) Asset, or (y) asset of the Failed Bank purchased by the Assuming Bank subsequent to the execution of this Agreement by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank, or (ii) create any warranty not expressly provided under this Agreement with respect thereto.

12.4 **Indemnification of Receiver and Corporation**. From and after Bank Closing, the Assuming Bank agrees to indemnify and hold harmless the Corporation and the Receiver and their respective directors, officers, employees and agents from and against any and all costs, losses, liabilities, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any of the following:

(a) claims based on any and all liabilities or obligations of the Failed Bank assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank, whether or not any such liabilities subsequently are sold and/or transferred, other than any claim based upon any action or inaction of any Indemnitee as provided in paragraph (7) or (8) of Section 12.1(a); and

(b) claims based on any act or omission of any Indemnitee (including but not limited to claims of any Person claiming any right or title by or through the Assuming Bank with respect to Assets transferred to the Receiver pursuant to Section 3.4 or 3.6), other than any action or inaction of any Indemnitee as provided in paragraph (7) or (8) of Section 12.1(a).

12.5 **Obligations Supplemental**. The obligations of the Receiver, and the Corporation as guarantor in accordance with Section 12.7, to provide indemnification under this Article XII are to supplement any amount payable by any Primary Indemnitor to the Person indemnified under this Article XII. Consistent with that intent, the Receiver agrees only to make payments pursuant to such indemnification to the extent not payable by a Primary Indemnitor. If the aggregate amount of payments by the Receiver, or the Corporation as guarantor in accordance with Section 12.7, and all Primary Indemnitors with respect to any item of indemnification under this Article XII exceeds the amount payable with respect to such item, such Person being indemnified shall notify the Receiver thereof and, upon the request of the Receiver, shall promptly pay to the Receiver, or the Corporation as appropriate, the amount of the Receiver's (or Corporation's) payments to the extent of such excess.

12.6 **Criminal Claims**. Notwithstanding any provision of this Article XII to the contrary, in the event that any Person being indemnified under this Article XII shall become involved in any criminal action, suit or proceeding, whether judicial, administrative or investigative, the Receiver shall have no obligation hereunder to indemnify such Person for liability with respect to any criminal act or to the extent any costs or expenses are attributable to the defense against the allegation of any criminal act, unless (i) the Person is successful on the merits or otherwise in the defense against any such action, suit or proceeding, or (ii) such action, suit or proceeding is terminated without the imposition of liability on such Person.

12.7 **Limited Guaranty of the Corporation**. The Corporation hereby guarantees performance of the Receiver's obligation to indemnify the Assuming Bank as set forth in this Article XII. It is a condition to the Corporation's obligation hereunder that the Assuming Bank shall comply in all respects with the applicable provisions of this Article XII. The Corporation shall be liable hereunder only for such amounts, if any, as the Receiver is obligated to pay under the terms of this Article XII but shall fail to pay. Except as otherwise provided above in this Section 12.7, nothing in this Article XII is intended or shall be construed to create any liability or obligation on the part of the Corporation, the United States of America or any department or

agency thereof under or with respect to this Article XII, or any provision hereof, it being the intention of the parties hereto that the obligations undertaken by the Receiver under this Article XII are the sole and exclusive responsibility of the Receiver and no other Person or entity.

12.8 **Subrogation**. Upon payment by the Receiver, or the Corporation as guarantor in accordance with Section 12.7, to any Indemnitee for any claims indemnified by the Receiver under this Article XII, the Receiver, or the Corporation as appropriate, shall become subrogated to all rights of the Indemnitee against any other Person to the extent of such payment.

ARTICLE XIII
MISCELLANEOUS

13.1 **Entire Agreement**. This Agreement embodies the entire agreement of the parties hereto in relation to the subject matter herein and supersedes all prior understandings or agreements, oral or written, between the parties.

13.2 **Headings**. The headings and subheadings of the Table of Contents, Articles and Sections contained in this Agreement, except the terms identified for definition in Article I and elsewhere in this Agreement, are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

13.3 **Counterparts**. This Agreement may be executed in any number of counterparts and by the duly authorized representative of a different party hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

13.4 **GOVERNING LAW**. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES OF AMERICA, AND IN THE ABSENCE OF CONTROLLING FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE MAIN OFFICE OF THE FAILED BANK IS LOCATED.

13.5 **Successors**. All terms and conditions of this Agreement shall be binding on the successors and assigns of the Receiver, the Corporation and the Assuming Bank. Except as otherwise specifically provided in this Agreement, nothing expressed or referred to in this Agreement is intended or shall be construed to give any Person other than the Receiver, the Corporation and the Assuming Bank any legal or equitable right, remedy or claim under or with respect to this Agreement or any provisions contained herein, it being the intention of the parties hereto that this Agreement, the obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole and exclusive benefit of the Receiver, the Corporation and the Assuming Bank and for the benefit of no other Person.

13.6 Modification; Assignment. No amendment or other modification, rescission, release, or assignment of any part of this Agreement shall be effective except pursuant to a written agreement subscribed by the duly authorized representatives of the parties hereto.

13.7 Notice. Any notice, request, demand, consent, approval or other communication to any party hereto shall be effective when received and shall be given in writing, and delivered in person against receipt therefore, or sent by certified mail, postage prepaid, courier service, telex or facsimile transmission to such party (with copies as indicated below) at its address set forth below or at such other address as it shall hereafter furnish in writing to the other parties. All such notices and other communications shall be deemed given on the date received by the addressee.

Assuming Bank

JPMorgan Chase Bank, National Association
270 Park Avenue
New York, New York 10017

Attention: Brian A. Bessey

with a copy to: Stephen M. Cutler

Receiver and Corporation

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St., Suite 1700
Dallas, Texas 75201

Attention: Deputy Director (DRR-Field Operations Branch)

with copy to: Regional Counsel (Litigation Branch)

and with respect to notice under Article XII:

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St., Suite 1700
Dallas, Texas 75201
Attention: Regional Counsel (Litigation Branch)

13.8 Manner of Payment. All payments due under this Agreement shall be in lawful money of the United States of America in immediately available funds as each party hereto may specify to the other parties; provided, that in the event the Receiver or the Corporation is obligated to make any payment hereunder in the amount of $25,000.00 or less, such payment may be made by check.

13.9 Costs, Fees and Expenses. Except as otherwise specifically provided herein, each party hereto agrees to pay all costs, fees and expenses which it has incurred in connection with or incidental to the matters contained in this Agreement, including without limitation any fees and disbursements to its accountants and counsel; provided, that the Assuming Bank shall pay all fees, costs and expenses (other than attorneys' fees incurred by the Receiver) incurred in connection with the transfer to it of any Assets or Liabilities Assumed hereunder or in accordance herewith.

13.10 Waiver. Each of the Receiver, the Corporation and the Assuming Bank may waive its respective rights, powers or privileges under this Agreement; provided, that such waiver shall be in writing; and further provided, that no failure or delay on the part of the Receiver, the Corporation or the Assuming Bank to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege by the Receiver, the Corporation, or the Assuming Bank under this Agreement, nor will any such waiver operate or be construed as a future waiver of such right, power or privilege under this Agreement.

13.11 Severability. If any provision of this Agreement is declared invalid or unenforceable, then, to the extent possible, all of the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

13.12 Term of Agreement. This Agreement shall continue in full force and effect until the sixth (6th) anniversary of Bank Closing; provided, that the provisions of Section 6.3 and 6.4 shall survive the expiration of the term of this Agreement. Provided, however, the receivership of the Failed Bank may be terminated prior to the expiration of the term of this Agreement; in such event, the guaranty of the Corporation, as provided in and in accordance with the provisions of Section 12.7 shall be in effect for the remainder of the term. Expiration of the term of this Agreement shall not affect any claim or liability of any party with respect to any (i) amount which is owing at the time of such expiration, regardless of when such amount becomes payable, and (ii) breach of this Agreement occurring prior to such expiration, regardless of when such breach is discovered.

13.13 Survival of Covenants, Etc. The covenants, representations, and warranties in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF: WASHINGTON MUTUAL BANK, HENDERSON, NEVADA

BY:_____

NAME: Mitchell L. Glassman
TITLE: Director

Attest:

_____

FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____

NAME: Mitchell L. Glassman
TITLE: Director

Attest:

_____

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

BY:

NAME: Brian A. Bessey
TITLE: Senior Vice President

Attest:

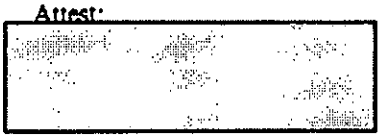
2567 PK000213

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF: WASHINGTON MUTUAL BANK, HENDERSON, NEVADA

BY:

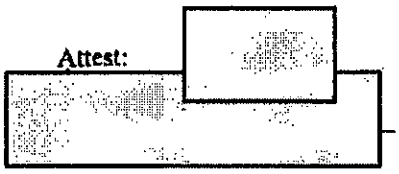
NAME: Mitchell L. Glassman
TITLE: Director

Attest: 

FEDERAL DEPOSIT INSURANCE CORPORATION

BY:

NAME: Mitchell L. Glassman
TITLE: Director

Attest: 

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

BY:_____

NAME: Brian A. Bessey
TITLE: Senior Vice President

Attest:

_____

SCHEDULE 2.1 - Certain Liabilities Not Assumed

1. Preferred stock and litigation pending against the Failed Bank related to liabilities retained by the receiver.

2. Subordinated debt.

3. Senior debt.

4. All employee benefit plans sponsored by the holding company of the Failed Bank except the tax-qualified pension and 401(k) plans and employee medical plan.

5. All management, employment, change-in-control, severance, unfunded deferred compensation and individual consulting agreements or plans (i) between the Failed Bank and its employees or (ii) maintained by the Failed Bank on behalf of its employees.

SCHEDULE 3.2 - Purchase Price of Assets

(a)	cash and receivables from depository institutions, including cash items in the process of collection, plus interest thereon:	Book Value
(b)	securities (exclusive of the capital stock of Acquired Subsidiaries), plus interest thereon:	Market Value
(c)	federal funds sold and repurchase agreements, if any, including interest thereon:	Book Value
(d)	Loans:	Book Value
(e)	Other Real Estate:	Book Value
(f)	credit card business, if any, including all outstanding extensions of credit:	Book Value
(g)	Safe Deposit Boxes and related business, safekeeping business and trust business, if any:	Book Value
(h)	Records and other documents:	Book Value
(i)	capital stock of any Acquired Subsidiaries:	Book Value
(j)	amounts owed to the Failed Bank by any Acquired Subsidiary:	Book Value
(k)	assets securing Deposits of public money, to the extent not otherwise purchased hereunder:	Book Value
(l)	Overdrafts of customers:	Book Value

(m)	rights, if any, with respect to Qualified Financial Contracts.	Market Value
(n)	rights of the Failed Bank to provide mortgage servicing for others and to have mortgage servicing provided to the Failed Bank by others and related contracts.	Book Value
(o)	Bank Premises:	Book Value
(p)	Furniture and Equipment:	Book Value
(q)	Fixtures:	Book Value

SCHEDULE 3.5 - Certain Assets Not Purchased

(1) Any Financial Institution Bonds, Banker's Blanket Bonds, surety bonds (except Court bonds required for retained litigation risk), Directors and Officers insurance, Professional Liability insurance, or related premium refund, unearned premium derived from cancellation, or any proceeds payable with respect to any of the foregoing. This shall exclude Commercial General Liability, International Liability, Commercial Automobile, Worker's Compensation, Employer's Liability, Umbrella and Excess Liability, Property, Mortgage Impairment and Mortgage Errors & Omissions, Lender-placed coverage, Private Mortgage Insurance, Boiler & Machinery, Terrorism, Mail, Storage Tank Liability, Marine Liability, Vessel Hull and Vessel Pollution (if marine assets are acquired), Aircraft Liability (if aircraft assets are acquired) insurance policies, proceeds and collateral related to, held or issued with respect to or in connection with any Asset (including Bank staff) acquired by the Assuming Bank under this Agreement, which such policies, proceeds and collateral are acquired Assets.

(2) any interest, right, action, claim, or judgment against (i) any officer, director, employee, accountant, attorney, or any other Person employed or retained by the Failed Bank or any Subsidiary of the Failed Bank on or prior to Bank Closing arising out of any act or omission of such Person in such capacity, (ii) any underwriter of financial institution bonds, banker's blanket bonds or any other insurance policy of the Failed Bank, (iii) any shareholder or holding company of the Failed Bank, or (iv) any other Person whose action or inaction may be related to any loss (exclusive of any loss resulting from such Person's failure to pay on a Loan made by the Failed Bank) incurred by the Failed Bank; provided, that for the purposes hereof, the acts, omissions or other events giving rise to any such claim shall have occurred on or before Bank Closing, regardless of when any such claim is discovered and regardless of whether any such claim is made with respect to a financial institution bond, banker's blanket bond, or any other insurance policy of the Failed Bank in force as of Bank Closing;

(3) leased Bank Premises and leased Furniture and Equipment and Fixtures and data processing equipment (including hardware and software) located on leased or owned Bank Premises, if any; provided, that the Assuming Bank does obtain an option under Section 4.6, Section 4.7 or Section 4.8, as the case may be, with respect thereto; and

(4) any criminal/restitution orders issued in favor of the Failed Bank;

EXHIBIT 3.2(c) – VALUATION OF CERTAIN QUALIFIED FINANCIAL CONTRACTS

A. **Scope**

Interest Rate Contracts - All interest rate swaps, forward rate agreements, interest rate futures, caps, collars and floors, whether purchased or written.

Option Contracts - All put and call option contracts, whether purchased or written, on marketable securities, financial futures, foreign currencies, foreign exchange or foreign exchange futures contracts.

Foreign Exchange Contracts - All contracts for future purchase or sale of foreign currencies, foreign currency or cross currency swap contracts, or foreign exchange futures contracts.

B. **Exclusions**

All financial contracts used to hedge assets and liabilities that are acquired by the Assuming Bank but are not subject to adjustment from Book Value.

C. **Adjustment**

The difference between the Book Value and market value as of Bank Closing.

D. **Methodology**

1. The price at which the Assuming Bank sells or disposes of Qualified Financial Contracts will be deemed to be the fair market value of such contracts, if such sale or disposition occurs at prevailing market rates within a predefined timetable as agreed upon by the Assuming Bank and the Receiver.

2. In valuing all other Qualified Financial Contracts, the following principles will apply:

   (i) All known cash flows under swaps or forward exchange contracts shall be present valued to the swap zero coupon interest rate curve.

   (ii) All valuations shall employ prices and interest rates based on the actual frequency of rate reset or payment.

   (iii) Each tranche of amortizing contracts shall be separately valued. The total value of such amortizing contract shall be the sum of the values of its component tranches.

(iv) For regularly traded contracts, valuations shall be at the midpoint of the bid and ask prices quoted by customary sources (e.g., The Wall Street Journal, Telerate, Reuters or other similar source) or regularly traded exchanges.

(v) For all other Qualified Financial Contracts where published market quotes are unavailable, the adjusted price shall be the average of the bid and ask price quotes from three (3) securities dealers acceptable to the Receiver and Assuming Bank as of Bank Closing. If quotes from securities dealers cannot be obtained, an appraiser acceptable to the Receiver and the Assuming Bank will perform a valuation based on modeling, correlation analysis, interpolation or other techniques, as appropriate.

H

Notice of Default (NOD), DOC 571145

H

DOC# 571145
10/06/2017 03:51PM
Official Record
Requested By
SERVICELINK TITLE AGENCY INC.
Lyon County - NV
Dawna L. Warr - Recorder
Page: 1 of 7 Fee: $288.00
Recorded By MFK RPTT: $0.00

0571145

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 12-31926-JP-NV
Title Order No. : 120135457-NV-GTO

APN: 022-052-02

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 04/04/2008, executed by Leo F. Kramer and Audrey E Kramer, as Trustor, to secure certain obligations in favor of Washington Mutual Bank, a Federal Association as beneficiary recorded 05/01/2008 as Instrument No. 425436 (or Book, Page) of the Official Records of Lyon County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of $176,000.00.

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

The installments of principal and interest which became due on 11/09/2010 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

Notice of Default and Election to Sell Under Deed of Trust
NDSC File No.: 12-31926-JP-NV
Page 2

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

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

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

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST BY PURCHASE FROM THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Contact the following number to discuss Loan Modification Options: 866-550-5705

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: http://portal.hud.gov/portal/page/portal/HUD/localoffices.

The Property Address: 1740 Autumn Glen St , Fernley NV 89408-7204

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

UNOFFICIAL DOCUMENT

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: 10-5, **2017**

National Default Servicing Corporation, an Arizona Corporation, As Trustee for JPMorgan Chase Bank, National Association

By: Ivan Mora, Trustee Sales Supervisor

State of: Arizona
County of: Maricopa

On 10-5, 2017, before me, the undersigned, a Notary Public for said State, personally appeared **Ivan Mora,** personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

JUDY QUICK
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
April 20, 2021

Signature

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

Unofficial Document

TS No: 12-31926-JP-NV
APN: 022-052-02

AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO SELL
[NRS § 107.080]

Borrowers Identified in Deed of Trust:
Leo F. Kramer And Audrey E Kramer

Trustee Address:
7720 N. 16th Street, Suite 300
Phoenix AZ 85020

Property Address:
1740 Autumn Glen St
Fernley NV 89408-7204

Deed of Trust Document Instrument Number:
425436

I, Van Mai, being first duly sworn, under penalty of perjury state as follows:

1. I am a Vice President of JPMorgan Chase Bank, National Association ("Chase"), the current beneficiary of the deed of trust or the authorized representative of the current beneficiary. I am over the age of 18 and competent to testify as to the matters stated herein.

2. I have access to Chase's electronic mortgage servicing system, documents and other records (together the "business records"), maintained in the ordinary course of the regularly conducted business activity of servicing mortgage loans. I have received training on how those business records are kept and maintained, and I make this Affidavit based on the personal knowledge I acquired by a review of the business records of Chase for the debt obligation for this Deed of Trust (identified in the caption above).

UNOFFICIAL COPY

TS No: 12-31926-JP-NV
APN: 022-052-02

3. The following subparagraphs list contact information that I understand is required to be provided in this Affidavit:

   a. The full name and business address of the trustee for the Deed of Trust (identified in the caption above) is National Default Servicing Corporation, located at 7720 N. 16th Street, Suite 300, Phoenix, AZ 85020.

   b. The full name and address of the servicer of the loan obligation for the Deed of Trust (identified in the caption above) is JPMorgan Chase Bank, National Association, located at 3415 Vision Drive Columbus, OH 43219.

   c. The full name and address of the current beneficiary of record (and holder of the note) for the Deed of Trust (identified in the caption above) is JPMorgan Chase Bank, National Association, successor in interest by purchase from the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank, located at 3415 Vision Drive, Columbus OH 43219.

4. The beneficiary under the deed of trust, the successor in interest of the beneficiary or the trustee is in actual or constructive possession of the note secured by the deed of trust.

5. I confirm that the servicer of the obligation or debt secured by the deed of trust has instructed the trustee to exercise the power of sale with respect to the property when permissible under Nevada law.

6. The beneficiary or its successor in interest, the servicer of the obligation or debt secured by the deed of trust or the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the deed of trust a written statement of:

UNOFFICIAL DOCUMENT

TS No: 12-31926-JP-NV
APN: 022-052-02

a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;

b. The amount in default;

c. The principal amount of the obligation or debt secured by the deed of trust;

d. The amount of accrued interest and late charges;

e. A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and

f. Contact information for obtaining the most current amounts due, including the local or toll-free number.

7. The Contact information provided for obtaining the most current amounts due in the written statement above, 1-888-290-4323 may also be contacted by the obligor or borrower of the obligation or debt for a recitation of the information contained in this affidavit.

8. I make the statements in this paragraph based on my personal knowledge acquired by a review of the business records of Chase, information contained in the records of the recorder of the county in which the property is located; or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State pursuant to chapter 692A of NRS.

a. The date, recordation number (or other unique designation of), the name of each assignee under each recorded assignment of the deed of trust is as follows:

Unofficial Document

TS No: 12-31926-JP-NV
APN: 022-052-02

Date	Recording No.	Assignee Name
(NONE)		

Dated this 24th day of June, 20 14.

By: _____
Signature

Name: Von Mai Vice President
Printed
JP Morgan Chase Bank, N.A.

Subscribed and sworn to before me in said county this 24th day of June, 2014, by Von Mai.

Carol Anne Welch Notary Public
Carol Anne Welch
State of Texas
County of Dallas
My Commission expires: 3/3/2018

CAROL ANNE WELCH
Notary Public, State of Texas
My Commission Expires
March 03, 2018

Personally Known ✓ OR
Produced Identification _____

Type of Identification Produced:
_____.

AB300 Compliant

Unofficial Copy

I

State of Nevada Foreclosure Mediation Program, DOC 578119

I

Doc #: 578119

03/22/2018 03:13 PM Page: 1 of 2

OFFICIAL RECORD

Requested By: SERVICELINK TITLE AGENCY INC

Lyon County, NV
Dawna L. Warr, Recorder

Fee: $38.00 RPTT: $0.00
Recorded By: lharrington

When recorded, return to;
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ. 85020

12-31926-JP-NV
022-052-02

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM CERTIFICATE

Do Not Remove Cover Sheet

Part of the Original Document

Unofficial Document

HOME MEANS NEVADA, INC.
A Non-Profit Entity Established by the
State of Nevada, Department of Business and Industry

Board of Directors
President – Shannon Chambers
VP – Perry Faigin
Member at-large – Robin Sweet
Member at-large – Vernise Campbell
Member at-large – Jennifer Yim

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM CERTIFICATE

APN: 022-052-02

Recording requested by:
National Default Servicing Corporation
7720 North 16th Street, Suite 300
Phoenix AZ 85020

When recorded, mail to:
National Default Servicing Corporation
7720 North 16th Street, Suite 300
Phoenix AZ 85020

☐ **Mediation Waiver:** The Beneficiary may proceed with foreclosue process.

☐ **No Agreement:** A Foreclosue Mediation Conference was held on . The parties were unable to agree to a resolution of this matter. The Beneficiary may proceed with foreclosure process.

☐ **Relinquish the Property:** A Foreclosue Mediation Conference was held on . The parties homeowner would voluntarily relinquish the property. The mediation required by law has been completed in this matter. The Beneficiary may proceed with the foreclosure process.

☒ **Grantor Non-Compliance:** The Grantor or person who holds the title of record did not attend the Foreclosure Mediation Conference, failed to produce the necessary disclosure forms, did not file petition, or did not pay the fees required by the district court. The Beneficiary may proceed with the foreclosure process.

☐ **Certificate Reissuance:** The Beneficiary may proceed with foreclosure process.

☐ **Court Ordered:** The Beneficiary may proceed with the foreclosure process.

NOD Date: 10/06/2017 **Proof of Service Date:** 10/16/2017

Property Owner(s):
Audrey E. Kramer
Leo F. Kramer

Property Address:
1740 Autumn Glen St.
Fernley, NV 89408

Trustee:
National Default Servicing Corporation

Instrument Number: 425436

Deed of Trust Document Number:
Book Page

Foreclosure Mediation Program Certificate Number: 2018-01-27-0001 **Issue Date:** 01/27/2018

UNOFFICIAL DOCUMENT

Doc #: 578946

04/10/2018 08:53 AM Page: 1 of 1

OFFICIAL RECORD

Requested By: SERVICELINK TITLE AGENCY INC

Lyon County, NV
Dawna L. Warr, Recorder

Fee: $38.00 RPTT: $0.00
Recorded By: mkassebaum

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC NO.: 12-31926-JP-NV
APN: 022-052-02
PROP ADDRESS: 1740 Autumn Glen St, Fernley NV 89408-7204

ASSIGNMENT OF DEED OF TRUST

For Value Received, **Washington Mutual Bank, a Federal Association** the undersigned corporation hereby grants, assigns and transfers to **JPMorgan Chase Bank, National Association** all beneficial interest under that certain Deed of Trust dated **04/04/2008** executed by **Leo F. Kramer and Audrey E Kramer** Trustor, to **California Reconveyance Company, A California Corporation** Trustee, and recorded on **05/01/2008** as Instrument No. **425436** of the Official Records of Lyon County, NV describing the land therein:

AS PER DEED OF TRUST MENTIONED ABOVE.

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: April 4, 2018

JPMorgan Chase Bank, National Association, as Attorney In fact for the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, FA

Debbie A. Swayze

By: Debbie A. Swayze
Its: Vice President

STATE OF Louisiana
PARISH OF Ouachita

On April 4, 2018, 2018, before me, Amy Gott, a Notary Public for said State, personally appeared Debbie A. Swayze who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

AMY GOTT
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 66396

Signature: _____

Amy Gott #66396

J

Notice of Trustee Sale (NOTS), DOC 578119

J

Doc #: 579380
04/19/2018 04:02 PM Page: 1 of 3
OFFICIAL RECORD
Requested By: SERVICELINK TITLE AGENCY INC
Lyon County, NV
Dawna L. Warr, Recorder
Fee: $38.00 RPTT: $0.00
Recorded By: lharrington

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 12-31926-JP-NV
Title Order No. : 120135457-NV-GTO
APN No. : 022-052-02

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 04/04/2008 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that **National Default Servicing Corporation** as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by **Leo F. Kramer and Audrey E Kramer**, dated **04/04/2008** and recorded **05/01/2008** as Instrument No. **425436** (or Book, Page) of the Official Records of Lyon County, State of NV, and pursuant to the Notice of Default and Election to Sell thereunder recorded **10/06/2017** as Instrument No. **571145** (or Book , Page) of said Official Records.

Date and Time of Sale: 05/18/2018 at 11:00 AM
Place of Sale: Main entrance to Lyon County Courthouse, 31 South Main Street, Yerington, NV 89447

Property will be sold at public auction, to the highest bidder for cash (in the forms which are lawful tender in the United States, payable in full at time of sale), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described in Exhibit "A" attached hereto and made a part hereof.

The street address and other common designation, if any of the real property described above is purported to be:

1740 Autumn Glen St
Fernley, NV 89408

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publications of the Notice of Sale is **$219,160.91** The opening bid at the time of the sale may be more or less than this amount depending on the total indebtedness owed and /or the fair market of the property.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Document is NOT OFFICIAL! This Document is the property of the Lyon County Recorder's Office. It was scanned as a courtesy. Any fee identified on this document is an estimate. If the document is illegible, please notify the Recorder's Office. A $15.00 fee will be charged for each document containing illegible information.

Page 2
Notice of Trustee's Sale
NDSC File No. : 12-31926-JP-NV

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

Said sale will be made, in an "as is" condition, without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

Date: 04/18/2018

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020
602-264-6101
Sales Line : 800-280-2832 Sales Website: www.ndscorp.com/sales

By: Rachael Hamilton
Rachael Hamilton, Trustee Sales Representative

State of: Arizona
County of: Maricopa

On 4/18/2018 before me, the undersigned, a Notary Public for said State, personally appeared Rachael Hamilton personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

OFFICIAL SEAL
PAMELA CARDY
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires June 6, 2019

Signature Pamela Cardy

Exhibit A

NDSC Notice of Sale Addendum

NDSC No.	:	12-31926-JP-NV
PROP. ADDRESS	:	1740 Autumn Glen St Fernley, NV 89408
COUNTY	:	Lyon

LEGAL DESCRIPTION :

Lot 62 of UPLAND RANCH ESTATES UNIT NO 7, according to the map thereof, filed as Document No 315377, on March 9, 2004, County of Lyon, State of Nevada

Unofficial Copy

K

Trustee's Deed Upon Sale, DOC 581625

K

Doc #: 581625

06/01/2018 03:13 PM Page: 1 of 2

OFFICIAL RECORD

Requested By: NEVADA TITLE LAS V

Lyon County, NV
Dawna L. Warr, Recorder

Fee: $38.00 RPTT: $0.00
Recorded By: mkassebaum

RECORDING REQUESTED BY :

WHEN RECORDED MAIL TO :
BRECKENRIDGE PROPERTY FUND 2016, LLC

2320 Potosi Street Suite 130
LAS VEGAS NV 89146
FORWARD TAX STATEMENTS TO:
BRECKENRIDGE PROPERTY FUND 2016, LLC

1740 Autumn Glen St

2320 Potosi Street Suite 130
LAS VEGAS NV 89146

NDSC File No. : 12-31926-JP-NV
Title Order No. : 120135457-NV-GTO

Recorded As An Accommodation Only Without Liability

APN: **022-052-02**

TRUSTEE'S DEED UPON SALE

Transfer Tax : $ 822.90
The Grantee herein **WAS** not the Beneficiary
The amount of the unpaid debt was **$219,524.46**
The amount paid by the Grantee was **$211,000.00.**
The property is in the city of **Fernley**, County of **Lyon**, State of NV.

National Default Servicing Corporation, an Arizona Corporation, as the duly appointed Trustee (or successor Trustee or Substituted Trustee), under a Deed of Trust referred to below, and herein called "Trustee", does hereby grant without any covenant or warranty to :

BRECKENRIDGE PROPERTY FUND 2016, LLC

herein called Grantee, the following described real property situated in Lyon County :

Lot 62 of UPLAND RANCH ESTATES UNIT NO 7, according to the map thereof, filed as Document No 315377, on March 9, 2004, County of Lyon, State of Nevada

This conveyance is made pursuant to the powers conferred upon Trustee by said Deed of Trust executed by **Leo F. Kramer and Audrey E Kramer** , as Trustor, recorded on **05/01/2008** as Instrument No. **425436** (or Book, Page) of the Official Records of Lyon County, NV.

RECORDING REQUESTED BY :

WHEN RECORDED MAIL TO :
BRECKENRIDGE PROPERTY FUND 2016, LLC

2320 Potosi Street Suite 130
LAS VEGAS NV 89146
FORWARD TAX STATEMENTS TO:
BRECKENRIDGE PROPERTY FUND 2016, LLC

2320 Potosi Street Suite 130
LAS VEGAS NV 89146

NDSC File No. : 12-31926-JP-NV
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The property is in the city of **Fernley**, County of **Lyon**, State of **NV**.

National Default Servicing Corporation, an Arizona Corporation, as the duly appointed Trustee (or successor Trustee or Substituted Trustee), under a Deed of Trust referred to below, and herein called "Trustee", does hereby grant without any covenant or warranty to :

BRECKENRIDGE PROPERTY FUND 2016, LLC

herein called Grantee, the following described real property situated in **Lyon** County :

Lot 62 of UPLAND RANCH ESTATES UNIT NO 7, according to the map thereof, filed as Document No 315377, on March 9, 2004, County of Lyon, State of Nevada

This conveyance is made pursuant to the powers conferred upon Trustee by said Deed of Trust executed by **Leo F. Kramer and Audrey E Kramer** , as Trustor, recorded on **05/01/2008** as Instrument No. **425436** (or Book, Page) of the Official Records of **Lyon** County, **NV**.

All requirements of law regarding the recording and mailing of copies of the Notice of Default and Election to Sell, the recording, mailing, posting, and publication of the Notice of Trustee's Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on **05/18/18** Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, which amount was **$211,000.00.**

Dated: 05/22/18

National Default Servicing Corporation, an Arizona Corporation

By: Genevieve Mada

Genevieve Mada, Trustee Sales Officer

State of ARIZONA
County of MARICOPA

On 5/22/18 before me, the undersigned, a Notary Public for said State, personally appeared **Genevieve Mada** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Pamela Cardy

OFFICIAL SEAL
PAMELA CARDY
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires June 6, 2019

Pamela Cardy
Expires 6/6/19

STATE OF NEVADA
DECLARATION OF VALUE FORM

1 Assessor Parcel Number(s)
- a) 022-052-02
- b) _____
- c) _____
- d) _____

2 Type of Property:

a)	☐	Vacant Land	b)	☒	Single Fam. Res.
c)	☐	Condo/Twnhse	d)	☐	2-4 Plex
e)	☐	Apt. Bldg	f)	☐	Comm'l/Ind'l
g)	☐	Agricultural	h)	☐	Mobile Home
	☐	Other _____			

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. a Total Value/Sales Price of Property $211,000.00
   b Deed in Lieu of Foreclosure Only (value of property) (_____)
   c Transfer Tax Value: $211,000.00
   d Real Property Transfer Tax Due 822.90
4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, _____.
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declare and acknowledges, under penalty of perjury, pursuant to NRS, 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Genevieve Mada 5/22/18 Capacity Trustee Sales Officer

Genevieve Mada, 12-31926-JP-NV

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION
National Default Servicing Corporation*	Breckenridge Property Fund 2016, LLC
7720 N. 16th Street, Suite 300	2320 Potosi Street Suite 130
Phoenix, AZ 85020	LAS VEGAS, NV 89146

* An Arizona Corporation

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name Nevada Title Escrow #: ACCOM

Address: 10000 W Charleston

City: Las Vegas State: NV Zip: 89135

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

2595 PK000241

L

Chase Monthly Statements Noting Plaintiffs' Mailing Address

L

CHASE

Bankruptcy Information

Loan Number [redacted]

Statement Period 11/12/2017 - 12/12/2017

Property Address 1740 AUTUMN GLEN ST
FERNLEY NV 89408

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter: 7	
Bankruptcy Status	Discharged
Contractual Due Date (For Informational Purposes Only)	11/09/2010
Interest Rate	5.15000%
Late Charge Fee (per month)	$36.59
Current Maturity Date	05/2036
Current Principal Balance [1]	$167,755.62

[1] This is your Principal Balance only, not the amount required to pay your loan in full.

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-520-6447.

▼ Please detach and return the bottom portion of this statement with your payment using the enclosed envelope. ▼

2597 PK000243

CHASE

Bankruptcy Information

Loan Number	[redacted]
Statement Period	08/13/2017 - 09/12/2017
Property Address	1740 AUTUMN GLEN ST FERNLEY NV 89408

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter: 7	
Bankruptcy Status	Discharged
Contractual Due Date (For Informational Purposes Only)	11/09/2010
Interest Rate	5.15000%
Late Charge Fee (per month)	$36.69
Current Maturity Date	05/2036
Current Principal Balance [1]	$167,755.82

[1] This is your Principal Balance only, not the amount required to pay your loan in full.

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-520-6447.

▼ Please detach and return the bottom portion of this statement with your payment using the enclosed envelope. ▼

2598 PK000244

CHASE

Bankruptcy Information

Loan Number	[redacted]
Statement Period	07/13/2017 - 08/12/2017
Property Address	1740 AUTUMN GLEN ST FERNLEY NV 89408

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter: 7	
Bankruptcy Status	Discharged
Contractual Due Date (For Informational Purposes Only)	11/09/2010
Interest Rate	5.15000%
Late Charge Fee (per month)	$96.40
Current Maturity Date	05/2038
Current Principal Balance [1]	$167,755.82

[1] This is your Principal Balance only, not the amount required to pay your loan in full.

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-520-6447.

▼ Please detach and return the bottom portion of this statement with your payment using the enclosed envelope. ▼

2599 PK000245

CHASE

Bankruptcy Information

Loan Number	[redacted]
Statement Period	05/14/2017 - 06/12/2017
Property Address	1740 AUTUMN GLEN ST FERNLEY NV 89408

LEO F KRAMER
121 CARDINAL WAY
HERCULES, CA 94547-1602

ACCOUNT STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY

Account Information

Bankruptcy Chapter: 7	
Bankruptcy Status	Discharged
Contractual Due Date (For Informational Purposes Only)	11/09/2010
Interest Rate	4.90000%
Late Charge Fee (per month)	$33.78
Current Maturity Date	05/2036
Current Principal Balance [1]	$167,755.82

[1] This is your Principal Balance only, not the amount required to pay your loan in full.

Year-To-Date Payments

Total	$0.00

Important Messages

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

If you do not wish to receive this monthly Information Statement in the future, or if you have any questions regarding this mortgage/deed of trust account, please call 1-866-243-5851.

▼ Please detach and return the bottom portion of this statement with your payment using the enclosed envelope. ▼

2600 PK000246

M

Email Thread w/Casey Nelson, In-House Counsel For Breckenridge

M

Fwd: BRECKENRIDGE PROPERTY FUND 2016 LLC2
Yahoo/Sent

•

Casey Nelson <CaseyNelson@wedgewood-inc.com>
To:audreykramer55@yahoo.com
Cc:Nikki Trautman
Jun 12 at 3:32 PM

Ms. Kramer,

Thank you for taking the time to discuss this matter with me this morning. As we discussed, I am in receipt of your cease and desist letter and the complaint that was served on Breckenridge Property Fund 2016, LLC yesterday afternoon. I went ahead and accepted service of the complaint against Breckenridge only. I did not accept service on behalf of Ms. McDermott or Wedgewood as the process server did not attempt to serve these parties. Please be advised that I can, however, accept service on their behalf if you want to send a process server to our office again. It appears that there may be some confusion as to who the respective parties are in this matter and the role they played in the foreclosure of the subject property.

For example, Breckenridge Property Fund 2016, LLC ("Breckenridge") did not "foreclose" on your property as you have alleged within the complaint. Rather, all Breckenridge did was show up and place the highest winning bid at the public foreclosure sale which was held on May 18, 2018. Breckenridge has no affiliation whatsoever with the lender JPMorgan Chase Bank ("JPMorgan") or the trustee, National Default Servicing Corporation ("NDSC"), which noticed and conducted the foreclosure sale. At best, you can reasonably seek to quiet title against Breckenridge as the purchaser arguing that title didn't vest in our favor, but you can't maintain viable claims against the mere purchaser at a sale as having actually wrongfully foreclosed against you.

Similarly, your slander of title claim fails because you yourself admitted that no notice of lis pendens was ever recorded against the property, so we had no way of knowing that there was pending litigation against the property or that the foreclosure sale would possibly be disputed. As a purchaser, we are entitled to rely on publicly recorded documents and will take the position that we are bona fide purchasers for value and title should be vested in our favor. The mere act of a bona fide purchaser recording the deed it receives from a foreclosure sale does not rise to the requisite "false and malicious" standard for slander of title under Nevada law.

Moroever, your fraud claim is not tethered to reality. A plaintiff cannot simply throw out a litany of unsubstantiated allegations and hope something sticks or later shows up in discovery, but that is exactly what you have done within this complaint. You admitted that you don't fully understand the relationship of the respective parties so you just generally alleged fraud against everybody and want to conduct

discovery and hope something sticks. Not only must the circumstances of fraud be pled with particularity under NRCP 9(b) (which you have failed to adequately do), but there is no reasonable or objective evidence supporting this claim. In order to survive a motion to dismiss, you must "do more than simply show that there is some metaphysical doubt" as to the operative facts in order to avoid summary judgment being entered in our favor. *Wood v. Safeway, Inc.*, 121 P.3d 1026 (2005). You are not "entitled to build a case on the gossamer threads of whimsy, speculation, and conjecture." Id.

As such, we respectfully request that you dismiss, at a minimum, the unlawful foreclosure, slander of title, and constructive fraud claims against Breckinridge immediately.

Similarly, Wedgewood is not a proper party to this action. Although Breckenridge is managed by Wedgewood, Breckenridge is the sole party in interest as the purchaser at the sale and Wedgewood itself does not assert any interest in the subject property. Furthermore, Wedgewood has no affiliation whatsoever with JPMorgan or NDSC and had nothing to do with the actual act of foreclosing on the property. Again, as there are no facts, circumstances, or documents which objectively support your claims against Wedgewood, we respectfully request that you dismiss all claims against Wedgewood.

Finally, Ms. McDermott is merely an employee of Wedgewood and has no ownership interest in the respective entities you have named and does not assert an ownership interest in the property. Ms. McDermott has nothing to do with JPMorgan or NDSC and did not conduct the subject foreclosure of the property. Ms. McDermott was simply the representative that appeared at the public foreclosure sale and placed the winning bid on behalf of Breckenridge. Any and all contact that Ms. McDermott has had with your tenants is merely as a representative of the new owner of the property. We just paid, after all, $211,000 for the property and are entitled to seek possession under NRS 107.080 et seq and NRS 40.255. Moreover, merely contacting the tenants does not give rise to any cognizable legal claim. As such, not only do all of the allegations against Ms. McDermott fail to state a claim upon which relief can be granted, but they are confusing. We therefore ask that you dismiss all claims against her immediately.

NRCP 11 states in pertinent part that:

(b) Representations to Court. By presenting to the court (whether by signing, filing, submitting, or later advocating) a pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,—

(1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.

[As amended; effective January 1, 2005.]

(c) **Sanctions.** If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation.

NRS 18.010 further states that:

NRS 18.010 Award of attorney's fees.

1. The compensation of an attorney and counselor for his or her services is governed by agreement, express or implied, which is not restrained by law.

2. In addition to the cases where an allowance is authorized by specific statute, the court may make an allowance of attorney's fees to a prevailing party:

(a) When the prevailing party has not recovered more than $20,000; or

(b) Without regard to the recovery sought, when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or maintained without reasonable ground or to harass the prevailing party. The court shall liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all appropriate situations. It is the intent of the Legislature that the court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish for and deter frivolous or vexatious claims and defenses because such claims and defenses overburden limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.

3. In awarding attorney's fees, the court may pronounce its decision on the fees at the conclusion of the trial or special proceeding without written motion and with or without presentation of additional evidence.

4. Subsections 2 and 3 do not apply to any action arising out of a written instrument or agreement which entitles the prevailing party to an award of reasonable attorney's fees.

It will be objectively clear to the court that the aforementioned factual allegations and claims against Breckenridge, Wedgewood, and Ms. McDermott under the circumstances are wholly improper, are not warranted under existing law, and lack a scintilla of evidentiary support. Your continuing to maintain these claims in light of the foregoing would be unreasonable and will be construed by us as purposeful harassment and a conscious effort on your part to needlessly delay and increase the cost of litigation. This falls squarely under the sanctionable conduct which these rules seek to protect parties from.

As such, we ask that you dismiss the same without our having to file a motion to dismiss. Please be advised that should we be forced to move forward and file a motion to dismiss, we will demand that the court impose sanctions against you and grant us attorneys fees and costs. Per our discussion, I will hold off on filing the motion to dismiss until after this Friday, June 15, 2018. Please review and get back to me before then.

Casey J. Nelson, Esq.

Associate General Counsel

2320 Potosi Street, Suite 130

Las Vegas, Nevada 89146

702-305-9157 direct

310-469-0182 direct fax

From: Audrey Kramer [mailto:audreykramer55@yahoo.com]
Sent: Tuesday, June 12, 2018 8:15 AM
To: Casey Nelson <CaseyNelson@wedgewood-inc.com>
Subject: BRECKENRIDGE PROPERTY FUND 2016 LLC

Ms. Nelson,

As in-house attorney for Breckenridge Property Fund 2016, LLC, please see attached.

Sincerely,

Audrey Kramer &
Leo Kramer

Ms. Casey J. Nelson, Esq.
In-house Counsel for:
Breckenridge Property Fund 2016, LLC
2320 Potosi Street, Suite, 130
Las Vegas, Nevada 89146

CEASE AND DESIST

PROPERTY ADDRESS: 1740 AUTUMN GLEN, FERNLEY, NV

Dear Ms. Nelson,

It has been brought to our attention that you have informed via email to our property management company, Chaffin Real Estate Services, that you are the in-house counsel for Breckenridge Property Fund 2016, LLC and Wedgewood Inc. Both of the aforementioned companies we believe are owned by Ms. Alyssa McDermott. All of you have inappropriately contacted our property management company and our tenants and have provided them with false and misinformation about our property. Additionally, you have inappropriately requested and solicited our management company and our tenants demanding they provide you with a copy of our tenants' lease and other documentation. This repeated communication is considered harassment and is an invasion of our tenants' privacy and rights.

Please take note that we are the **'LEGAL'** owners of the above mentioned property and the property in question is in litigation and currently before the United States Court of Appeals for the Ninth Circuit, San Francisco, CA.

We ask that you **CEASE AND DESIST** in having any further communications with our tenants immediately or we will proceed with legal action accordingly.

Sincerely,

Leo Kramer — 6/11/2018
Leo Kramer — Date

Audrey Kramer — 6/11/2018
Audrey Kramer — Date

Cc: Alyssa McDermott--Wedgwood-Inc., 9 Sierra Circle, Carson City, NV 89703

Ms. Lee Anne Chaffin--Chaffin Real Estate Services, 200 E. Main Street #102, Fernley, NV 89408

6/15/2018

Mr. Nelson,

Thank you for your call on Tuesday, I am in receipt of your email outlining the supposed roles of Ms. McDermott and Wedgewood Inc., as they relate to the unlawful and fraudulent sale of our property.

You stated during our phone conversation and in your email that there may be some confusion as to who the respective parties are in this matter and the role they played in the foreclosure of the subject property. You also stated on the phone and in your email that Ms. McDermott is merely an employee of Wedgewood Inc. and does not assert an ownership interest in the 1740 Autumn Glen St. Fernley, NV property, which is the subject of our Complaint. You are correct there is indeed confusion, and that confusion is because Ms. McDermott conveyed directly to me, my property management company and my tenants that she had purportedly purchased the subject property and was the new owner. At no time did Ms. McDermott present herself as an employee, agent or representative of Breckenridge Property Fund 2016 LLC or Wedgewood Inc. Ms McDermott identified herself as Alyssa McDermott and claimed, plain and simple, that she had recently purchased and was now the purported owner of the subject property. Additionally, in a Google search Ms. McDermott's name is listed in conjunction with Wedgewood Inc. and Breckenridge Property Fund 2016 LLC. There is no indication in the Google search defining Ms. McDermott's relationship or role with regard to the two aforementioned companies. As a matter of fact, there are numerous Google references of various property listings where Ms. McDermott's name is associated with Wedgewood Inc. and Breckenridge Property Fund 2016 LLC. Those listings direct the public to contact Ms. McDermott, giving further indication that Ms. McDermott is connected with the two aforementioned companies and that Ms. McDermott is deeply involved in purchasing and flipping properties. So in light of information obtained from Google, coupled with Ms. McDermott's purported assertions that she was the purchaser and owner of the subject property, it was absolutely appropriate to include her, Wedgewood Inc. and Breckenridge Property Fund 2016 LLC in our Complaint along with National Default Servicing Corporation. The subject property was unique to us and was to be our retirement home and it has wrongfully, fraudulently and unlawfully been stolen from us. Therefore, we do not consider the inclusion of Ms. McDermott, Wedgewood Inc. or Breckenridge in our Complaint to be frivolous, without merit or inappropriate. Perhaps had Ms. McDermott presented herself more accurately, as you say, an employee, agent or representative of Breckenridge, her role would not be in question.

Regarding your comments about our 'slander of title claim' failing because there was no notice of lis pendens recorded against the property, stating you had no way of knowing that there was pending litigation against the property or that the foreclosure would possibly be disputed, simply is not true. For two reasons, first you mentioned Chase Bank's involvement with regard to the unlawful foreclosure of our property. The only way you would have known of Chase bank's involvement with regards to the purported unlawful foreclosure is by either speaking with JPMorgan Chase Bank (Chase) or National Default Servicing Corporation (NDSC) or by reviewing the property's recorded documents (several of which are fraudulent). You represented to me during our call on Tuesday that you were well acquainted with the interactions and foreclosure practices of Chase and NDSC. You indicated on the phone that you have first-hand professional knowledge of these practices from having participated in numerous

foreclosure-trustee sales and purchases with Chase and NDSC. You stated with certainty that NDSC works directly for Chase and whatever Chase directs NDSC to do, i.e. foreclose on a property, then NDSC carries out Chase's directive accordingly. And though you claim in your email to me that Breckenridge has no affiliation whatsoever with Chase or NDSC, however, other assertions you have made regarding Chase and NDSC seem to be contrary to that claim. Especially considering the numerous foreclosure transactions you reported you have participated in as in-house counsel for your company, I believe you said in excess of 300 or more, it stands to reason that you have some connection and have at the very least engaged in direct communications with, either or both, Chase and NDSC regarding the selling of our property prior to your company placing its' bid. Further, as an expert in purchasing foreclosure properties and based on the above facts, you would have known, or should have known, that there is pending litigation on the subject property.

As far as your claim that you were unaware of any pending litigation on the subject property, once again, it is difficult to comprehend given your admission and assertion of the numerous foreclosure transactions that you have overseen as in-house counsel on behalf of Breckenridge. Respectfully, it would certainly stand to reason that a knowledgeable savvy lawyer such as yourself and an expert specializing as in-house counsel to oversee the purchasing of investment properties through foreclosure-trustee sales, would have done due diligence on behalf of your company. It would be remiss and unimaginable for you not to have reviewed the chain of title on any property prior to placing a bid at auction. Further, anyone reviewing the recorded documents with Lyon County on the subject property would have known, or should have known, that there was a potential problem. Especially since Leo Kramer and Audrey Kramer were the only owners and names listed on the Deed of Trust. We did not convey or give assignment of our property to anyone. At the very least, given the Chain of Title and other fraudulent documents recorded on the property, it certainly would have been smart to ask NDSC. The Notice of Default filed against the property was defective; therefore, making the Notice of Default (NOD), Notice of Trustee Sale (NOTS) and Trustee Sale void. Meaning, Breckenridge is not a bona fide purchaser or encumbrancer of our property. This foreclosure trustee sale was fraudulently and unlawfully conducted and therefore should be rescinded.

Lastly, you accused us in your email of purposeful harassment and a conscious effort to needlessly delay and increase the cost of litigation. We assure you nothing could be further from the truth. It is not our intention to delay or incur unnecessary cost. We would like this matter to be resolved as quickly as possible, we simply want to recover our property that was unlawfully and fraudulently stolen from us.

Respectfully, if you are willing to provide us with an affidavit declaring exactly what the actual relationship and role of Wedgewood Inc. and Ms. McDermott is to Breckenridge, and assure us that neither have an ownership interest in the foreclosed properties of Breckenridge, then we are willing to withdraw both Wedgewood Inc. and Ms. McDermott from our complaint. However, should we learn otherwise we reserve the right to amend our complaint accordingly.

Audrey & Leo Kramer

N

Assignment of Title to Chase (Self-Appointed) Dated April 4, 2018

N

Doc #: 578946

04/10/2018 08:53 AM Page: 1 of 1

OFFICIAL RECORD

Requested By: SERVICELINK TITLE AGENCY INC

Lyon County, NV
Dawna L. Warr, Recorder

Fee: $38.00 RPTT: $0.00
Recorded By: mkassebaum

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC NO.: 12-31926-JF-NV
APN: 022-052-02
PROP ADDRESS: 1740 Autumn Glen St, Fernley NV 89408-7204

ASSIGNMENT OF DEED OF TRUST

For Value Received, **Washington Mutual Bank, a Federal Association** the undersigned corporation hereby grants, assigns and transfers to **JPMorgan Chase Bank, National Association** all beneficial interest under that certain Deed of Trust dated **04/04/2008** executed by **Leo F. Kramer and Audrey E Kramer** Trustor, to **California Reconveyance Company, A California Corporation** Trustee, and recorded on **05/01/2008** as Instrument No. **425436** of the Official Records of Lyon County, NV describing the land therein:

AS PER DEED OF TRUST MENTIONED ABOVE.

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: April 4, 2018

JPMorgan Chase Bank, National Association, as Attorney In fact for the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, FA

Debbie A Swayze

By: Debbie A. Swayze
Its: Vice President

STATE OF Louisiana
PARISH OF Ouachita

On April 4, 2018, 2018, before me, Amy Gott, a Notary Public for said State, personally appeared Debbie A Swayze who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

AMY GOTT
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 66396

Signature: _____

Amy Gott #66396

Unofficial Copy

O

Declaration of Deborah Taylor

O

LEO KRAMER, AUDREY KRAMER
2364 REDWOOD ROAD
HERCULES, CA 94547
PLAINTIFFS IN PRO PER

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF LYON

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 DECLARATION OF DEBORAH TAYLOR IN SUPPORT OF PLAINTIFFS' FIRST AMENDED COMPLAINT Date: TBA Time: TBA Dept: 1

DECLARATION OF DEBORAH TAYLOR:

2612-PK000258

I, **DEBORAH TAYLOR** declare as follows:

1. I am over the age of 18 years.

2. If called as a witness, I could and would competently testify thereto.

3. I make this declaration in support of Plaintiffs' First Amended Complaint.

4. I am the Assistant to Lee Anne Chaffin, who is the Broker/Owner of Chaffin Real Estate Services, located at 200 E. Main Street, Suite 102, Fernley, Nevada. I have worked for Chaffin Real Estate Services for approximately 12 years, as a Real Estate Agent for 8 years and as an Assistant to Ms. Chaffin for 4 years.

5. My responsibilities at Chaffin includes the listing and marketing of properties on behalf of property owners, vetting & running background checks of potential tenants, collecting security deposits & rents on behalf of property owners and conducting walk-thru inspections upon move-in & move-out, as well as periodic inspections to ensure properties are being properly maintained. I also coordinate with tenants and landlords regarding any repair or maintenance issues.

6. As an employee of Chaffin Real Estate Services I was the primary contact person who interfaced with Plaintiffs, Leo and Audrey Kramer, and their tenant, Mr. Daniel Starling for the property located at 1740 Autumn Glen Street, Fernley, Nevada 89408.

7. On October 16, 2017, the Kramer's tenant, Daniel Starling, notified me that a Notice of Default had been posted on the Kramer's property. I took the initiative to notify the Kramers immediately via email and attached a copy of the notice to the email. Mrs. Kramer replied immediately and stated she had not received anything regarding a foreclosure and would look into the matter and get back with me as soon as possible.

8. On October 24, 2017, Mrs. Kramer sent me an email stating she has never had a loan or a mortgage with Chase Bank and further stated she believed the notice of default to be in error and that it would be corrected.

9. Around the end of May early June 2018, I was contacted via phone by a woman who identified herself as Allysa McDermott. Ms. McDermott informed me that she had just purchased the subject property and claimed she was the new owner. Ms. McDermott demanded I provide her with a copy of the tenant's rental agreement and also demanded that all future rental payments be given to her.

   In reply to Ms. McDermott's demands I requested she communicate with the Chaffin office in writing.

   I notified Ms. Kramer of the call from Ms. McDermott and Ms. Kramer said she would call her to discuss the matter.

10. Shortly after Ms. McDermott's call, I received another call from a woman who identified herself as Carmen Aguilera. Ms. Aguilera also claimed that she had just purchased the subject property and stated she was the new owner. Ms. Aguilera later identified herself as the asset manager for a company named Wedgewood Inc. and asked for the tenant's info. and contract.

11. On June 11, 2018, I received an email from a Mr. Casey Nelson, who identified himself as in-house counsel for Breckenridge Property Fund 2016 LLC. Saying that his company had purchased the subject property. At this point, it was confusing at best as to who was actually the purported legal owner of the Kramer's property.

12. I informed the Kramers and Lee Anne Chaffin (Owner of Chaffin Real Estate Services) of all phone calls and emails regarding any and all communications from the tenants, as well as the various people and companies claiming they were the purchasers/new owners of the Kramer's property.

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

Executed: on Oct 24, 2018, at Lyon County, State of Nevada

Deborah Taylor

P

Declaration of Lee Anne Chaffin

P

LEO KRAMER
AUDREY KRAMER
2364 REDWOOD ROAD
HERCULES, CA 94547

PLAINTIFFS IN PRO PER

THIRD JUDICIAL DISTRICT COURT
LYON COUNTY, NEVADA

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 DECLARATION OF LEE ANNE CHAFFIN IN SUPPORT OF OPPOSITION TO MOTION TO DISMISS Date: TBA Time: TBA Dept: 1

DECLARATION OF LEE ANNE CHAFFIN

I, **LEE ANNE CHAFFIN** declare as follows:

1. I am over the age of 18 years.

2. If called as a witness, I could and would competently testify thereto.

3. I make this declaration in support of the Plaintiffs' Opposition to 'Motion to Dismiss' filed by Breckenridge Property Fund 2016, LLC.

4. I am the Broker/Owner of Chaffin Real Estate Services located at 200 E. Main Street, Suite 102, Fernley, Nevada. I was the property management company for Plaintiffs' Leo and Audrey Kramer's property located at 1740 Autumn Glen Street, Fernley, Nevada 89408.

5. Around the end of May early June 2018, I was contacted via phone by a woman who identified herself as Allysa McDermott. Ms. McDermott informed me said that she had just purchased the above mentioned property and told me that she was the new owner. Ms. McDermott demanded I provide her with a copy of the tenant's rental agreement and told me that all future rental payments were to be given to her.

6. In reply to Ms. McDermott's demands I requested she communicate with me in writing.

7. Shortly after Ms. McDermott's call, my office was contacted by another woman who identified herself as Carmen Aguilera. Ms. Aguilera claimed to be the new owner and said she had just purchased the above rental property. Ms. Aguilera later identified herself as the asset manager for Wedgewood and asked for the tenant's info.

8. In reply to Ms. Aguilera's call I once again requested she submit her demands in writing.

9. On June 11, 2018, my office received an email correspondence from Mr. Case Nelson, who identified himself as the In-House counsel for Breckenridge Property Fund 2016 LLC. Mr. Nelson stated that his company was the new owner of the above mentioned property and instructed us that that all future rents were to be forwarded to his company, and further stated that he had proceeded with an eviction action against the tenants.

10. I notified the Kramers and informed them we could no longer handle their property amongst the confusion of several people claiming ownership of their property.

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

Executed: on July 12, 2018 at LYON County, State of Nevada

Lee Anne Chaffin

Q

Email Thread w/Deborah Taylor

Q

1740 Autumn Glen16

Yahoo/Inbox

Debi Taylor <debi@chaffinrealestate.com>
To:Audrey Kramer,ricokramer111@outlook.com
Cc:Lee Anne Chaffin
Oct 16, 2017 at 12:50 PM

Hello,

The tenants received a notice of default on the home. I have attached the paperwork they received. If the home is going to be foreclosed, we must let the tenants out of their lease.

--
Thank you, We appreciate your business!

Debi Taylor
Assistant to Lee Anne Chaffin
Chaffin Real Estate Services
775 575 5000

http://www.chaffinrealestate.com
visit my facebook page

Download all attachments as a zip file

1740 Autumn Glen NOD.pdf

6.1MB

1740 Autumn Glen NOD2.pdf

1.5MB

Audrey Kramer <audreykramer55@yahoo.com>

To:Debi Taylor
Cc:ricokramer111@outlook.com,Lee Anne Chaffin
Oct 16, 2017 at 2:01 PM

Debi,

We have not received anything re: foreclosure and have placed a call to our attorney. We will get back with you as soon as we've had a chance to speak with him.

Regards,
Audrey & Rico

Sent from my iPad
<1740 Autumn Glen NOD.pdf>
<1740 Autumn Glen NOD2.pdf>

Fwd: 1740 Autumn Glen
Yahoo/Sent

From: Audrey Kramer <audreykramer55@yahoo.com>
Date: October 24, 2017 at 2:14:18 PM PDT
To: Debi Taylor <debi@chaffinrealestate.com>
Subject: Re: 1740 Autumn Glen

Hi Debi,

I am reaching out to you re: the NOD from Chase Bank that you forwarded to me. We have never had a loan or mortgage with Chase Bank and believe the NOD to be a serious error made by Chase Bank. We have reached out to our lawyer to address this error and fully expect the error to be corrected accordingly.

Sincerely,
Audrey & Leo Kramer
510-708-9100 Cell

Sent from my iPad

Fwd: 1740 Autumn Glen
Yahoo/Sent

•

Debi Taylor <debi@chaffinrealestate.com>
To:Audrey Kramer
May 29 at 11:29 AM
Hello,

The tenant has found a letter on the front door stating the house is being sold as a foreclosure. They also received a text message asking them for a copy of their lease. The company that sent the message is: Wedgewood. amcdermott@wedgewood-inc.com The message identified the tenant by name. None of the county records are showing a default or that a bank has taken ownership. Do you know what might be going on?

--
Thank you,

Debi Taylor
Chaffin Real Estate Services

http://www.chaffinrealestate.com
visit my facebook page

Re: Fwd: 1740 Autumn Glen6
Yahoo/Sent

Debi Taylor <debi@chaffinrealestate.com>
To:Audrey Kramer
Cc:Lee Anne Chaffin
May 29 at 2:21 PM

The tenant has contacted us regarding letters and texts received regarding the foreclosure of the home. The Lyon County records indicate the home was going for auction May 18 2018. When the tenant called the number listed on the text he was told the home was sold at auction.

We cannot continue to send you rent for this property if you are not the legal owners. I have attached the records from Lyon County.

I will be notifying the tenants that they are not to pay rent to us for June.

Debi Taylor
Chaffin Real Estate Services

http://www.chaffinrealestate.com
visit my facebook page

Audrey Kramer <audreykramer55@yahoo.com>
To:Debi Taylor
Cc:Lee Anne Chaffin
May 29 at 5:20 PM
Hi Debbie,

As far as actual ownership of 1740 Autumn Glen Drive property, my husband and I are still the owners. Please see email from Colleen Felix of Western Title. There has not been a sale or change of ownership recorded on the property. I suspect whoever contacted the tenants did so fraudulently.

We currently have pending litigation filed in the United States Court of Appeals for the 9th Circuit in San Francisco, our Case # 18-15959

Pls keep me informed if any further contact is made with the tenants. I will send a Cease & Desist Letter out tomorrow.

Regards,
Audrey

Hi Audrey,

As of now, the last recorded document is the Notice of Trustee's Sale (attached) showing the sale date of 5/18.18. My customer service isn't pulling up anything showing the new owner and if it did in fact foreclose on that date. She is going to check again tomorrow.

Colleen Felix
Escrow Officer
South Kietzke Branch
5470 Kietzke Lane, Suite 230 (2nd Floor)
Reno, NV 89511
Direct: 775-337-4901
Fax: 775-626-8598
Email: **ColleenF@westerntitle.net**

****Be aware! Online banking fraud is on the rise. If you receive an email containing new WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.****
Sent from my iPhone

On May 30, 2018, at 10:10 AM, Debi Taylor <debi@chaffinrealestate.com> wrote:

We had a call from Breckenridge Properties asking for the tenants lease so they can take over management. Should I call and ask them for proof of the sale? I'm concerned that they may give the tenants notice to vacate even if it is fraudulent.

--
Thank you, I appreciate your business!

Debi Taylor
Chaffin Real Estate Services
775 842 3492

http://www.chaffinrealestate. com
visit my facebook page
Thank you, I appreciate your business!

Debi Taylor
Chaffin Real Estate Services
775 842 3492

http://www.chaffinrealestate.com
visit my facebook page

On Wed, May 30, 2018 at 10:24 AM, Lee Anne Chaffin <chaffinleeanne@yahoo.com> wrote:

Give the information to Audrey Kramer. Do not give them anything. Give me the phone number please.

Thank you so much for your business now and in the future!

Lee Anne Chaffin
Broker/Owner
Chaffin Real Estate Services
200 E. Main Street #102
Fernley NV 89408
775-745-0075 cell
775-575-5000 office

Remember
"We know Fernley & we Love ♡ Fernley! Nevada is the place to be!"
Please visit chaffinrealestate.com to view our listings and rentals.
Like us on Facebook

On Wednesday, May 30, 2018, 10:32:59 AM PDT, Lee Anne Chaffin <chaffinleeanne@yahoo.com> wrote:

Thank you so much for your business now and in the future!

Lee Anne Chaffin
Broker/Owner
Chaffin Real Estate Services
200 E. Main Street #102
Fernley NV 89408
775-745-0075 cell
775-575-5000 office

Remember
"We know Fernley & we Love ♡ Fernley! Nevada is the place to be!"
Please visit chaffinrealestate.com to view our listings and rentals.
Like us on Facebook

Begin forwarded message:

From: Debi Taylor <debi@chaffinrealestate.com>
Date: May 30, 2018 at 10:27:05 AM PDT
To: Lee Anne Chaffin <chaffinleeanne@yahoo.com>
Subject: Re: 1740 Autumn Glen

775 530 4178 Alyssa @ Breckenridge Properties. I would not send them anything

Audrey Kramer <audreykramer55@yahoo.com>
To:Lee Anne Chaffin
May 30 at 11:11 AM
Debi,

I just hung up with Kara Peterson from Western Title Co. in Fernley, NV and she checked again just a few minutes ago and informed me that we are still the owners of the property confirming the only Deed of Trust currently on record with Lyon County is the Deed from '2005' showing us as owners.

You may feel free to contact Ms. Peterson @ (775-575-6111) and confirm this information as well.

Kind Regards,
Audrey
510-708-9100 Cell

Lee Anne Chaffin <chaffinleeanne@yahoo.com>
To:Audrey Kramer
Cc:Kara Peterson
May 30 at 3:44 PM

Hi Audrey,

Here are the documents that they are sending us now. Again I have nothing from you recorded so I am trying to facilitate this all to you. Again we will not be giving them any information.

Kara Can you verify there's no recorded deed and are these fraudulent?

Thank you so much for your business now and in the future!

Lee Anne Chaffin
Broker/Owner
Chaffin Real Estate Services
200 E. Main Street #102
Fernley NV 89408
775-745-0075 cell
775-575-5000 office

Remember
"We know Fernley & we Love ♡ Fernley! Nevada is the place to be!"
Please visit chaffinrealestate.com to view our listings and rentals.
Like us on Facebook

- 20180530150122873.pdf

  611kB

TRUSTEE CERTIFICATE OF SALE / RECEIPT

Auction	Item No.	Winning Bid	Bidder No.
	n/a	211,000.00	3

General Information:
Date: 5/18/18 Auction.com ID: 12-31926 JP NV
Trustee Sale No: 12-31926-JP-NV Trustee: National Default

Property Address:
Address: 1240 - Autumn Glen St City: Fernley
State: NV Zip: 89408 County: Lyon

Form 8300: ☐ Yes ☒ No

Owner Information:
Buyer/Owner 1: BRECKENRIDGE PROPERTY FUND 2016, LLC
E-mail: EBUPA@WEDGEWOOD-INC.COM Cell Phone: 702 673 8924
Date of Birth: 7-16-90 Driver's License/ID:
Address: 2320 POTOSI #130 City: LAS VEGAS State: NV Zip: 89146
Buyer/Owner 2:
E-mail: Cell Phone:
Date of Birth: Driver's License/ID:
Address: City: State: Zip:
Deed Mailing Address: ☒ Same as Above ☐ Same as Representative ☐ Other:
Buyer Type: ☐ Owner Occupied ☒ Investor ☐ Second Home

Representative Information:
Name: ALYSSA MCDERMOTT Cell Phone: 7755304178
Email: AMCDERMOTT@WEDGEWOOD-INC.COM
Date of Birth: 7-16-90 Driver's License/ID: 0205237164
Relationship to Buyer: ☒ Agent ☐ Director/Officer ☐ Manager/Member ☐ Power of Atty. ☐ Other:

Vesting – Record Title As Shown: BRECKENRIDGE PROPERTY FUND 2016, LLC

Receipt of Funds:

Check No.	Financial Institution	Amount	Check No.	Financial Institution	Amount
1002715059	Bank of the West	$ 100,000.00			$
1002723487	" " "	$ 100,000.00			$
1002723530	" " "	$ 9,000.00			$
1002723531	" " "	$ 10,000.00			$
		$			$
		$			$

Total Check Amount Received $ 215,000.00
Cash Received $ 0
Total Received $ 215,000.00

Amount Required $ 211,000.00
Refund Amount $ 4,000.00

Refund Payable To:
Name: BRECKENRIDGE PROPERTY FUND 2016, LLC Phone: 702 673 8924
Address: 2320 POTOSI ST #130 City: LAS VEGAS State: NV Zip: 89146

Buyer's or Buyer's Representative's signature below indicates that the above information is true and correct. **IMPORTANT NOTE:** Buyer or Buyer's Representative understands and agrees the sale of this property is on an "AS IS, WHERE IS" basis, with no warranties express or implied. Any refund will be dispersed upon clearing of funds; which shall not be less than ten (10) business days from the date of the auction.

Disclaimer: Trustee may rescind the sale due to requirements set out in federal laws or regulations, including anti-money laundering, anti-terrorism, anti-drug trafficking and economic sanctions laws and regulations. Federal law requires all financial institutions to obtain, verify, and record information that identifies parties to transactions. This means that when your bid is provisionally accepted, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents to comply with such rules and regulations. Your bid is subject to verification of your identity and that we are in compliance with these federal laws and regulations.

I/we acknowledge that I/we received a copy of this disclosure.

Signature of Buyer/Representative: _____ Date: 5/18/18
Auditor Printed Name: James Barfield Signature: _____ Date: 5/18/18

If you have any questions, please contact our Customer Support at (800) 793-6107

2630 PK000276

Purchased: 5/18/2018 1:49:35 PM(Pacific) | **LYON (FCL)** | Breckenridge Property Fund 2016, LLC

Paid: $211,000
Spent: ($215,000.00)
Sales Result Notes:

QB: Justin Bruni
Bidder: Alyssa McDermott

Delinquent Taxes: $2,176
Liens & Assessments: $0

APN: 022-052-02 (1)

Address: 1740 AUTUMN GLEN ST
FERNLEY, NV 89408

Owner: KRAMER LEOE F / KRAMER AUDREY E
Last Sold Price: $204,488
Recording Date: 6/8/2005
Servicer: AUCTION.COM
Trustee: NATIONAL DEFAULT SERVICING COR
Trustee Phone: 800 280-2832
Site: 31 S MAIN ST YERINGTON

Pool: -
Baths: 2-0(2)
Beds: 3
Zoning: NR1

Map Code:
Tax Value:
Tax Year: 2017

Sale Date: 5/18/2018
TS #: 12-31926-JP-NV

Sale Time: 11:00 AM(Pacific)

Use: SFR
Year Built: 2004
Lot: 7,350
SqFt: 1,850

Legal: 19-20-25 FRNE4SE4 CREATED FROM SPLIT OF PARCEL # 021-321-07 UPLAND RANCH ESTATES UNIT 7

Published Bid: $219,160.00
Opening Bid: $135,000.00

TITLE eburg@wedgewood-inc.com 5/18/2018 9:10:57 AM (Pacific) | Title: Clear

Position	Date	Amount	Inst. #	NOD	NOS
First	6/7/2005	$163,500			

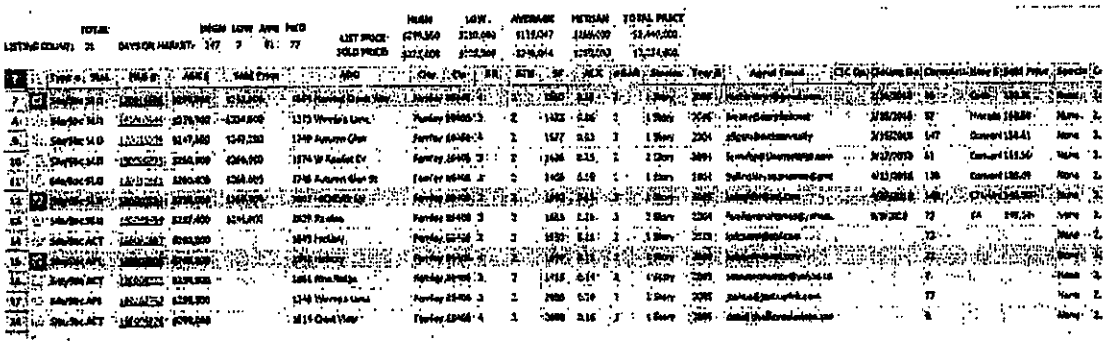
Alyssa McDermott | 5/17/2018
FV: $265,000
R: $12,000
Occupied

Utilities: -

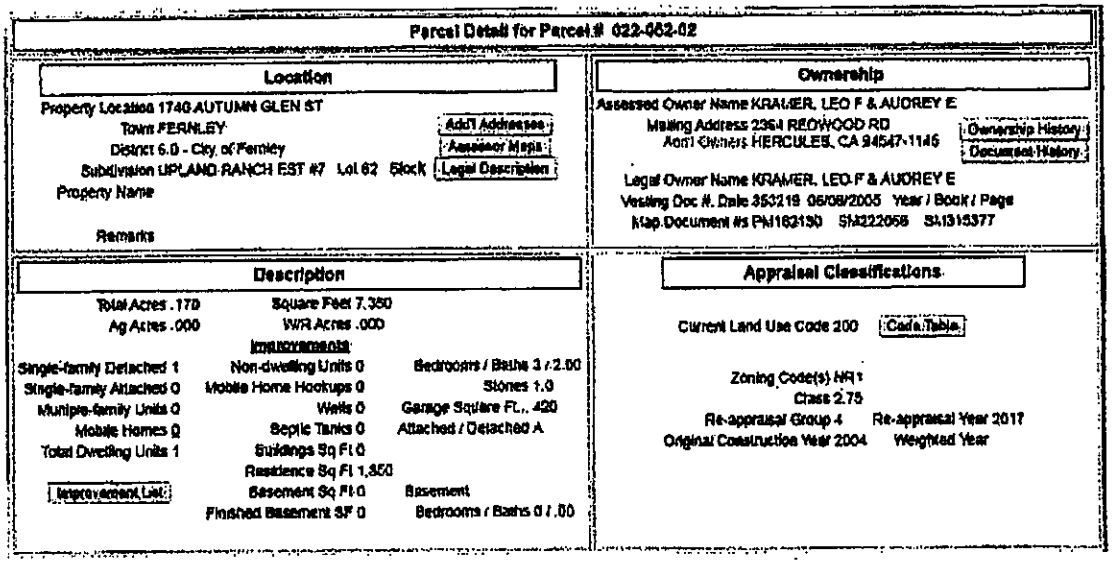
PROPERTY NOTES

Friday, May 18 2018 | Justin Bruni
feels like 270k list here - good clean sellable deal in a hot market!

Friday, May 18 2018 | Alyssa McDermott



Friday, May 18 2018 | Alyssa McDermott



Parcel Detail for Parcel # 022-062-02

Location

Property Location 1740 AUTUMN GLEN ST
Town FERNLEY
District 6.0 - City of Fernley
Subdivision UPLAND RANCH EST #7 Lot 62 Block
Property Name
Remarks

Add'l Addresses | Assessor Maps | Legal Description

Ownership

Assessed Owner Name KRAMER, LEO F & AUDREY E
Mailing Address 2364 REDWOOD RD
Addl Owners HERCULES, CA 94547-1145

Ownership History | Document History

Legal Owner Name KRAMER, LEO F & AUDREY E
Vesting Doc #, Date 353219 06/08/2005 Year / Book / Page
Map Document #s PM163130 SM222058 SM315377

Description

Total Acres .170 Square Feet 7,350
Ag Acres .000 WR Acres .000

Improvements

Single-family Detached 1 Non-dwelling Units 0 Bedrooms / Baths 3 / 2.00
Single-family Attached 0 Mobile Home Hookups 0 Stories 1.0
Multiple-family Units 0 Wells 0 Garage Square Ft.. 420
Mobile Homes 0 Septic Tanks 0 Attached / Detached A
Total Dwelling Units 1 Buildings Sq Ft 0
Residence Sq Ft 1,350
Basement Sq Ft 0 Basement
Finished Basement SF 0 Bedrooms / Baths 0 / .00

Improvement List

Appraisal Classifications

Current Land Use Code 200 Code Table

Zoning Code(s) NR1
Class 2.75
Re-appraisal Group 4 Re-appraisal Year 2017
Original Construction Year 2004 Weighted Year

Thursday, May 17 2018 | Alyssa McDermott
Occupied single storyUtilities onComposition roof in good conditionFascia paint peeling 4k paint4k flooring2k appliances 1k Landscaping1k c4kR12

TITLE NOTES

Friday, May 18 2018 | Elysia Burg

deql tax due-$2176.04~ 1st-$176k refi 2008 GTS~ FCL
Cert of Medi recd 3/2018

---------- Forwarded message ----------
From: **Casey Nelson** <CaseyNelson@wedgewood-inc.com >
Date: Mon, Jun 11, 2018 at 11:48 AM
Subject: 1740 Autumn Glen St. Fernely, NV 89408
To: "debbie@chaffinrealestate.com" <debbie@chaffinrealestate.com>
Cc: Nikki Trautman <ntrautman@wedgewood-inc.com>, Alyssa McDermott <amcdermott@wedgewood-inc.com>

Ms. Taylor,

My name is Casey Nelson and I am in-house counsel for Breckenridge Property Fund 2016, LLC. We purchased the property above at a deed of trust foreclosure sale on May 18, 2018 and title has been perfected. I have attached a copy of our Trustee's Deed Upon Sale for your review and convenience.

It is our understanding that the property is currently occupied by the tenants of the prior owners and that Chaffin is acting as the property manager for the prior owners. Please be advised that the Kramers are no longer the owners of the property and as such, are not entitled to the rents and profits from the property. Please be advised that we have proceeded with an eviction action against the current occupants in order to obtain possession of the property. In order for the tenants to remain in the property for the statutory 60-days following the foreclosure sale, the tenants must pay us rent.

As such, please be advised that we are demanding all rents received and/or collected from the tenants from May 18, 2018. As such, we request that you cease and desist from collecting rents from the current occupants and that you do not distribute to the prior owners any rents in your possession. As the eviction action proceeds, please be advised that the tenants may also demand that you distribute rents to us in order to avoid immediate lockout.

Please contact the prior owners to confirm and then contact me to further discuss resolution of this matter. Thank you.

Casey J. Nelson, Esq.

Associate General Counsel

<image001.jpg>

2320 Potosi Street, Suite 130

Las Vegas, Nevada 89146

702-305-9157 direct

310-469-0182 direct fax

R

Declaration of Audrey Kramer

R

LEO KRAMER,
AUDREY KRAMER
2364 REDWOOD ROAD
HERCULES, CA 94547

PLAINTIFFS IN PRO PER

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF LYON

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No. 18-CV-00663 DECLARATION OF AUDREY KRAMER IN SUPPORT OF: PLAINTIFFS' FIRST AMENDED COMPLAINT Date: TBA Time: TBA Dept: 1

DECLARATION OF AUDREY KRAMER:

DECLARATION OF AUDREY KRAMER

I, **AUDREY KRAMER** declare as follows:

1. I am over the age18 years.

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

3. On or about June 2, 2005, Plaintiffs, LEO KRAMER and AUDREY KRAMER, purchased property in Fernley NV as a second home that was ultimately intended to become their retirement home. The purchase price of the property was $204,488.00. The property address is: (1740 Autumn Glen Street in Fernley, NV (APN #: 022-052-02), and is the subject of this lawsuit. Plaintiffs maintain they do not owe any monies on this purchase. **SEE EXHIBIT-A**

4. On or about April 4, 2008, Plaintiffs, LEO KRAMER and AUDREY KRAMER,
5. obtained a REVOLVING LINE OF CREDIT from Washington Mutual Bank with a maximum credit limit of $176,000.00, against the subject property. The Credit Agreement Plaintiffs had with WAMU allowed Plaintiffs to borrow, repay, and re-borrow up to the maximum credit limit. Plaintiffs allege that at no time did they ever access the maximum credit limit. Plaintiffs were unable to re-borrow as per the Credit Agreement when WAMU breached the credit agreement when WAMU became a defunct banking institution. Plaintiffs further allege that the amount used by Plaintiffs from the revolving line of credit was repaid in full to Washington Mutual Bank and whatever balance was outstanding from the revolving line of credit, if any, was discharged in Bankruptcy Court in 2011. **SEE EXHIBIT-D**

6. On or about October 5, 2017, National Default Servicing Corporation (NDSC) recorded a Notice of Default (NOD) against Plaintiffs' property with Lyon County Recorder's Office. However, Plaintiffs were never served with the NOD, as is required by Nevada statute foreclosure laws, whereby the foreclosing agent NDSC is required to mail, via certified mail, return receipt requested to any and all parties of interest to their last known mailing address. Plaintiffs allege that NDSC knew or should have known Plaintiffs mailing address as an agent for Chase Bank, who authorized the foreclosure. **SEE EXHIBIT-L**

7. Plaintiffs only learned of the NOD from their property management company, Chaffin Rel Estate Services, when Plaintiffs received an email from Deborah Taylor, who is an employee of Chaffin. Ms. Taylor stated in her email that Plaintiffs' tenants had received a NOD posted on the subject property. **SEE EXHIBIT-O, P & Q**

8. In response to the NOD Plaintiffs filed a Complaint in Federal Court on January 2, 2018, the case is currently under appeal.

9. Plaintiffs allege on May 18, 2018, Defendant, NDSC, ostensibly held a public auction on the subject property, which they then unlawfully sold to Defendants, Allyssa McDermott, Wedgewood Inc. and Breckenridge Property Fund 2016 LLC. **SEE EXHIBIT-O, P & Q**

10. Plaintiffs allege they were not properly served the NOD, making it defective and VOID on its face, which in turn makes the Notice of Trustee Sale also defective and VOID on its face, which makes the Trustee Sale defective and VOID on its face, and finally the Trustee's Deed Upon Sale would also be defective and VOID on its face! **SEE EXHIBIT-O, P & Q**

11. Defendant, National Default Servicing Corporation is not a duly appointed trustee under Plaintiffs' Credit Agreement and Deed of Trust. Plaintiffs further allege that NDSC was not in possession of the Deed of Trust or the Credit Agreement at the time the NOD was recorded and therefore did not have foreclosing authority by which to foreclose on Plaintiffs' property. **SEE EXHIBIT-N**

12. Additionally, Plaintiffs never received the State of Nevada Foreclosure Mediation Program Certification, as is required by Nevada law before a foreclosure taking place. Defendant, NDSC, recorded the Nevada Foreclosure Mediation Certification March 22, 2018, 6 months after NDSC recorded the NOD against the subject property. **SEE EXHIBIT-I**

13. Plaintiffs allege that Chase recorded a fraudulent Assignment of Deed of Trust on April 10, 2018, approximately 8 months after the NOD was filed against the subject property. Approx. 10 years after Chase acquired 'Certain' Assets and Liabilities from the FDOC. Further, supporting the fact that NDSC did not have duly appointed authority to cause the non-judicial foreclosure of the subject property. **SEE EXHIBIT-N**

14. Additionally, the Credit Agreement states, *"To the extent permitted by law the power of sale conferred by the Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be **Judicially** Foreclosed or **sue on the Credit Agreement** or take any other action available in equity or at law."* **SEE EXHIBIT D.**

15. On May 29, 2018, Plaintiffs received an email from their property management company, Chaffin Real Estate Services, alerting them that their tenants had been contacted by Ms. Allyssa McDermott purporting to be the new owner of the subject property and demanded the tenants give her a copy of their lease and all future rent payments. Shortly after Chaffin received a call from Ms. Carmen Aguilera, who identified herself as having just purchased the subject property. She later identified herself as the asset manager for a company called Wedgewood Inc. Then on June 11, 2018, Chaffin received an email from Mr. Casey Nelson, who identified himself as the in-house counsel for a company called Breckenridge Property Fund 2016 LLC, stating his company had just purchased the subject property. **SEE EXHIBIT-O, P & Q**

16. Plaintiffs filed a Complaint on June 8, 2018, with the 3rd Judicial District Court in Yerington NV for wrongful foreclosure action, etc.

17. Shortly after the filing of Plaintiffs' Complaint, Plaintiff, Audrey Kramer received a call from Mr. Nelson, asking that she drop Ms. McDermott and Wedgewood Inc. from Plaintiffs' Complaint. Mr. Nelson told Ms. Kramer that Ms. McDermott and Wedgewood Inc. had no interest in the subject property. Ms. Kramer told Mr. Nelson that if he would provide and Affidavit under penalty of perjury to that effect, that she would in fact drop Ms. McDermott and Wedgewood Inc. from the law suit. However, Mr. Nelson did not provide any such affidavit. **SEE EXHIBIT-M**

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

Executed: on Oct. 25, 2018, at Contra Costa County, State of California

Audrey Kramer

AUDREY KRAMER

Fearless commentary on finance, economics, politics and power

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Get acquainted with our innovative

Proof of Ongoing Foreclosure Fraud and Mortgage Document Fabrication, in Five Emails

Posted on September 1, 2015 by David Dayen

BP Investigative Agency
Exhibit 3

Five years ago this month, GMAC became the first mortgage servicer to announce that they would suspend foreclosure operations, due to irregularities in their document preparation. Within a few weeks every major mortgage servicer in America followed suit. This is usually called the robo-signing scandal, but to be more precise we gave it the name foreclosure fraud. It ended with the five leading servicers, including GMAC, signing the $25 billion National Mortgage Settlement.

Except it didn't end, and this past week I was handed inconvertible proof of that fact. The scenario is so fantastical that if I didn't have a working knowledge of foreclosure fraud I wouldn't have believed it. But it appears to be very real.

Bill Paatalo is a former cop who worked in the mortgage industry as a loan officer and, from 2002-2008, the President of Wissota Mortgage in the Midwest. Since 2009, after experiencing his own mortgage trouble through a loan with Washington Mutual, he became a licensed private investigator specializing in securitization and chain of title analysis. He testifies as an expert witness, working with foreclosure defense attorneys and pro se litigants.

On May 15, Bill got an email out of the blue from Jamie Gerber, "team lead" for a company called Security Connections. Here's that email:

> On Fri, May 15, 2015 at 12:27 PM, Jamie Gerber [redacted] wrote:
>
> Good afternoon,
>
> I am working with Security Connections, Inc. on behalf of Residential Credit Solutions. We have been asked to process a Release of Mortgage, but are unable to proceed due to a missing Assignment of Mortgage from WASHINGTON MUTUAL BANK, FA to RESIDENTIAL CREDIT SOLUTIONS, INC. Would it be possible to for you to sign an assignment? If so, please let me know what information I can gather for you to be able to complete this request.
>
> Thank you,
>
>
>
>
> **Jamie Gerber**
> **Releases – Team Lead**
> **Security Connections, Inc.**
> **A Wholly Owned Subsidiary of TD Service Financial Corporation**
> [redacted]
> **240 Technology Drive, Idaho Falls, ID 83401**

To back up, Security Connections, of Idaho Falls, ID, is a document services provider for major mortgage companies (their motto: "Bringing you peace of mind"). Bank of America used Security Connections years ago on mortgages originated by First Franklin Bank. We have this deposition of Security Connections robo-signer Krystal Hall, who admitted to signing 400 assignments of mortgage per day without knowing any underlying information about the transactions. That deposition is from November 2009, so they've been at this a while.

This brief description of Security Connections from job site Indeed.com helpfully explains that "if you are missing documents or need a mortgage recorded, we have a highly trained department with the skills to locate and record these documents." They add:

With the implementation of many privacy laws, SCI is extremely sensitive to the needs of our clients. We understand that client-provided information supplied to us for the purpose of completing contractual obligations must be safeguarded. SCI goes the extra mile to satisfy and ease the concerns of our clients while still maintaining a low cost structure.

So this is a third party document processor, designed to give mortgage companies plausible deniability for fabricating mortgage paperwork. And they're coming to Bill Paatalo, a known expert in fighting foreclosure fraud, to get him to forge a mortgage assignment, so Residential Credit Solutions can get clear title on the mortgage.

Why? Don't they have their own teams of signers to do this work? When I talked to Bill about it, he noted that he has been solicited in the past to identify deficiencies in mortgage documentation, kind of like a hacker being asked to identify vulnerabilities in an IT system. This seems different – perhaps entrapment, getting Bill's name on a forged document to prove his culpability in foreclosure fraud and ruin his credibility as an expert witness. More likely, Jamie Gerber just needed an assignment involving Washington Mutual, Googled the company, and Bill's name came up because he has WaMu expertise.

Little did she know that Bill was pretty savvy in these matters. Here's his response, playing dumb to reel in more information:

From: Bill Paatalo [redacted]
Sent: Friday, May 15, 2015 12:41 PM
To: Jamie Gerber
Subject: Re: ASMT REQUEST 2000472820

Good Afternoon:

I am a bit unsure as to what you specifically need. Can you forward the actual request from RCS so I can review? Thank you.

Bill Paatalo

Bill, who never had any dealings with Security Connections before, wanted to see the Residential Credit Solutions request, because it would show their authorization to fabricate the document. RCS, by the way, just got nailed by CFPB for "failing to honor modifications for loans transferred from other servicers" and "treating consumers as if they were in default when they weren't." They paid $1.6 million in restitution and civil penalties. The company, specializing in servicing delinquent loans and based in Fort Worth, Texas, only has $95 million in total assets.

Here's Jamie Gerber's reply:

On Fri, May 15, 2015 at 1:02 PM, Jamie Gerber [redacted] wrote:

> Hello Bill,
>
> This is the first request made for this loan. We (Security Connections) have been employed by Residential Credit Solutions to release their customer's mortgages.

In order for us to release this particular mortgage, we need an assignment that shows Washington Mutual Bank has assigned the loan to Residential Credit Solutions. I have attached the mortgage for you to review. If there is anything else needed, please let me know.

Thank you,

Jamie Gerber
Releases – Team Lead
Security Connections, Inc.
A Wholly Owned Subsidiary of TD Service Financial Corporation
[redacted]
240 Technology Drive, Idaho Falls, ID 83401

A quick note: a release of mortgage could happen when the mortgage is paid off, or could also happen in a "deed in lieu" foreclosure, where the family gets a release of mortgage and agrees to hand over the home without debt. Given Residential Credit Solutions' profile as a delinquent loan specialist, the latter is more likely in my opinion.

RCS clearly hired Security Connections to clean up their documents. They want to acquire this property, but can't resell it without the missing assignment, so Security Connections was asked to fill in the blanks on the chain of title. This will allow RCS to basically steal this property in a deed in lieu foreclosure, when they wouldn't be able to foreclose on this borrower in a court, for example, without that assignment.

And as noted in the email, Jamie Gerber handed this stranger the borrower's mortgage (actually the note), confidential information in potential violation of privacy laws. So much for "We understand that client-provided information must be safeguarded." I won't make the same mistake, though I will tell you that the home is in West Haven, Connecticut, and the 30-year fixed-rate loan was taken out on January 22, 2002 for $134,400. The borrower's signature is on the note.

So Bill tries to draw out more information.

From: Bill Paatalo [redacted]
Sent: Friday, May 15, 2015 1:11 PM
To: Jamie Gerber
Subject: Re: ASMT REQUEST 2000472820

Hi Jamie, So you need an assignment from WaMu, F.A. to RCS, is that correct? Do you have a prepared assignment I can review first? Thank you.

Bill Paatalo

Since they just asked him to fabricate an assignment from scratch, Bill is clearly looking for some template, some example of what Security Connections does. Here's Jamie's reply, a couple weeks later (things must have gotten busy in Idaho Falls):

---------- Forwarded message ----------
From: Jamie Gerber [redacted]
Date: Thu, May 28, 2015 at 1:38 PM
Subject: RE: ASMT REQUEST 2000472820
To: Bill Pastalo [redacted]
Cc: Tiffany Hancock [redacted]

Bill,

I'm sorry it took so long to get back to you. I have attached all the documents we have and prepared an assignment for you. Let me know if you have any questions.

Thank you,

[redacted]
Jamie Gerber
Releases – Team Lead
Security Connections, Inc.
A Wholly Owned Subsidiary of TD Service Financial Corporation
[redacted]
340 Technology Drive, Idaho Falls, ID 83401

So yes, Jamie sends along a mocked-up assignment of mortgage, with blanks for where Bill can add the name "Residential Credit Solutions." A notation under that line says "The legal description is attached hereto as a separate exhibit and is made a part hereof." That separate exhibit would have been Bill's responsibility. The assignment is pre-signed by Washington Mutual officials and pre-notarized, with a notary stamp. My guess would be that Security Connections is using some old assignment and repurposing it, with the recipient of the mortgage's name to appear later. The discrepancy between the amount due on this assignment ($25,200) and the amount on the note ($134,400) helps give it away. "It was basically filling in a document that would appear as though it was done in 2002, on behalf of WaMu, which has been dead since 2008," Bill told me. Here's that mock assignment (I blacked out the borrower's name):

[redacted]

ASSIGNMENT OF MORTGAGE

[redacted]

of Deeds, Book _____, Page _____ as Instrument Number _____ in
NEW HAVEN County, State, CONNECTICUT
hereby grants, bargains, sells, assigns, transfers and sets over said mortgage and the note and claims secured to

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT AND IS MADE A PART HEREOF.

Property Address [redacted]

IN WITNESS WHEREOF, WASHINGTON MUTUAL BANK, FA has caused these presents to be signed in its name and behalf by LISA CALVI its ASSISTANT VICE PRESIDENT this February 12, 2002

Signed in the presence of

WITNESS:

J. SPARROW
ASSISTANT SECRETARY

DERSLEY MALOY
WITNESS

WASHINGTON MUTUAL BANK, FA

BY _____
LISA CALVI
ITS ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA
COUNTY OF SONOMA } SS

On February 12, 2002, before me REYNA M. TRUJILLO, a Notary Public, personally appeared LISA CALVI personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

MA-CT IARRED

(seal)
PAGE: 1

OFFICIAL SEAL - LISTED
REYNA M. TRUJILLO
NOTARY PUBLIC - CALIF.
COUNTY OF SONOMA
My Comm. Exp. Aug 4, 2003

This is a solicitation to commit a felony, to fabricate a mortgage document, presented in such a way that it looks like a fairly routine practice. My suspicion is that these fake assignments allow Residential Credit Solutions to secure properties in deed-in-lieu foreclosures that they would otherwise not be able to do anything with, because they would not have a full chain of title. That's theft, or foreclosure fraud, if you prefer.

Bill's experience is that document fabrication continues at the same rate that it ever did. "They can sign settlements, but as long as no one is going to jail, it's a profitable business venture," he said. "What I believe is that nobody knows who owns what, so the only thing they can do is recreate chains of title. They're marching this garbage into our courtrooms on a daily basis."

Don't hold your breath expecting anything to come of this; state and federal law enforcement washed their hands of foreclosure fraud long ago. But we should recognize that it continues unabated.

This entry was posted in Guest Post on September 1, 2015 by David Dayen.

SUBSCRIBE TO POST COMMENTS 48 COMMENTS

TomDority
September 1, 2015 at 6:38 am

Hundreds of years ago, a name for folks who could be bought to provide false testemony / witness for a fee were called 'Men of Straw' because they would advertise their trade by placing a piece of straw in their shoe while hanging out in the court hall. Today it's called robo-signing or some quaint English word other than fraud or criminal activity.

ArkansasAngie
September 1, 2015 at 7:51 am

RICO. Soliciting criminal activity.

TomDority
September 1, 2015 at 8:13 am

The first, IMHO, men who perverted the laws through false testimony and false swearing since the Magna Carta was signed were The Men of Straw....it was the original sin in the context of law. That, today, a company or companies advertise (like the straw of old) their services (Ct loan Solutions and too many to name others) to create mortgage transfers, servicing rights etc. based on manufactured documents and Notarized affidavits in violation of Notary laws, done for a fee and submitted to courts with knowledge of it's illegality, it's fraud upon the court should, in my view, outrage and disturb the entire legal profession, especially judges who are being hoodwinked through a wall of Legal BS into subverting the very foundations and trust of their calling. For what? a justification of the neo-liberal economic system – the parasite (as Micheal Hudson has said in his new book) that feeds upon the commons – the host, who through the convolutions of law, is not recognized by the body as a parasite but, instead, a part of the body until finally, the parasite kills the host.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. LONETT ROCHELL WILLIAMS Defendant.	Case No: 3:12cr70/LAC Pensacola, Florida January 22, 2013 10:57 a.m.

TRANSCRIPT OF SENTENCING
TESTIMONY OF ROBERT SCHOPPE
BEFORE THE HONORABLE LACEY A. COLLIER
SENIOR UNITED STATES DISTRICT JUDGE
(Pages 1 through 28)

APPEARANCES:

For the Government:
United States Attorney's Office
by: TIFFANY H. EGGERS
21 East Garden Street
Suite 400
Pensacola, Florida 32502-5675
(850) 444-4000
tiffany.eggers@usdoj.gov

For the Defendant:
Shelley Guy Reynolds, PA
by: SHELLEY G. REYNOLDS
Three West Garden Street
Suite 407
Pensacola, Florida 32502
(850) 434-1330
shelley@shelleyreynolds.com

Julie A. Wycoff, RPR,
Official United States Court Reporter
*One North Palafox Street * Pensacola, Florida 32502*
*(317) 979-0110 * julieawycoff@gmail.com*

BP Investigative Agency
Exhibit 4

P R O C E E D I N G S

(Previous proceedings not transcribed herein.)

ROBERT SCHOPPE, GOVERNMENT WITNESS, DULY SWORN

DEPUTY CLERK: Be seated. State your full name and spell your last name.

THE WITNESS: It's Robert Schoppe. Last name S-C-H-O-P-P-E.

THE COURT: Ms. Eggers?

DIRECT EXAMINATION

BY MS. EGGERS:

Q. Who do you work for?

A. I'm with the Federal Deposit Insurance Corporation.

Q. And how long have you worked with the FDIC?

A. Approximately 28 years.

Q. What position do you currently hold there?

A. I'm assistant director of the Strategic Operations Department.

Q. And how long have you been the assistant director of the Strategic Operations Department?

A. Approximately five years.

Q. If you would, go ahead and explain to the Court or describe your duties and responsibilities in that position as assistant director.

A. Strategetic Operations is the department which is responsible for setting up the bank closings. During -- so we

put together a team. We have a receiver-in-charge, a closing manager, various other people that are actually responsible for going into a bank when it's declared insolvent. And we hopefully have an assuming bank, which this time, we do. And during the bank closing, we would split up the assets and liabilities, giving certain assets and liabilities to an assuming bank, and the receiver would keep certain assets and liabilities. So it's basically we are the people that go into the bank and close the bank over a weekend.

Q. Now, approximately -- during this most recent financial crisis that we've had the last four years, approximately how many financial institutions have been closed by the FDIC?

A. A little over 450.

Q. Were you involved in the closure of Washington Mutual, also known as WAMU?

A. Yes, I was.

Q. If you would, go ahead and tell the Court the nature of your involvement, what your title and position was with respect to WAMU and its closure, and your duties and responsibilities in its closure.

A. I was, and still am, the receiver-in-charge for the Washington Mutual. My duties involved -- I got involved with the process a couple weeks before the bank actually failed. This was an unusual bank. It happened very quickly. So I gathered a small team together. You might think it was a large

team for a bank of that size; it was actually a very small team. Together we went into -- met with the Thrift Supervision, who is the regulatory agency, we declared the bank insolvent, and then they turned it over to us.

And my responsibilities on that, Washington Mutual, was the same as any other bank: Would be gather the assets and liabilities. We had an assuming bank, JPMorgan Chase, and so we worked with them in order to make sure the bank was able to open up again the very next day, actually.

Q. As the receiver-in-charge of the closure of Washington Mutual, had there been a bigger bank that failed?

A. This is the largest bank ever to fail in the history of the United States.

Q. And you were the receiver-in-charge of it?

A. Yes, I am.

Q. So as the receiver-in-charge, after that day that you-all closed and it opened up the very next day, what are your duties and responsibilities currently? I mean, how does that continue?

A. I work closely with the group of people to carry out the duties under what's known as the Purchase and Assumption Agreement. That's an agreement between FDIC's receiver, Washington Mutual, and JPMorgan Chase, the assuming bank. There are various duties and responsibilities under that agreement.

Very early in the receivership, I was in Seattle for six months working with JPMorgan Chase and carrying out the duties

of the receiver while on-site in Seattle. Since then, I moved the operation back to Dallas and still continue to work closely on the Purchase and Assumption Agreement.

Q. So how do you originally -- or how and when were you originally tasked to be the receiver-in-charge of the closure of Washington Mutual?

A. As I said, it occurred about two weeks, maybe three weeks before the actual closing on September 25th, 2008. I received a phone call -- goes back a long time -- from my boss or my boss's boss saying they wanted me to be the receiver-in-charge.

Q. Had you ever before been the receiver-in-charge of a closure of a large bank -- obviously not this large, but -- any other large financial institution?

A. Yes, I have. Prior to this, I would guess I was probably the receiver-in-charge at least 25 times, probably attended -- physically attended bank closings, about a hundred bank closings, maybe not always as the receiver-in-charge, but various duties. And since then, during this banking crisis, I've probably been the receiver-in-charge six or eight times on various individual banks. Going back to my original job with Strategic Operations, all 450 banks that have closed during this banking crisis have my fingerprints on them someplace.

Q. Well, you said that the assuming bank in this case was JPMorgan Chase?

A. Yes.

Q. Is that correct?
A. That's correct.
Q. And JPMorgan Chase, they were chosen as the assuming bank prior to the actual closing of WAMU?
A. That is correct.
Q. Okay. And so you mentioned an agreement called a Purchase and Assumption Agreement. Explain to us what -- you sort of hit on it, but explain to us what a Purchase and Assumption Agreement is, and are there different types of Purchase and Assumption Agreements?
A. Sure. The name is rather telling what it is. It's when an assuming bank purchases certain assets from us and they assume certain liabilities. So it's called a Purchase and Assumption Agreement, and that transfers the assets, the agreed-upon assets, and there's various ways to agree on which assets are transferred.

So the Purchases and Assumption Agreement transfers the assets to them, and then the bank will assume liabilities. Liabilities may be deposits -- those are usually the largest liabilities of any bank -- could be the bonds, the other debts to the bank, could be certain trade creditors. All that transfers to the assuming bank based on the agreement itself.
Q. And are there different types of Purchases and Assumption Agreements that have been used in these 450 closures?
A. There is about eight standards agreements. They vary from

a Clean Bank Purchase and Assumption Agreement, we call it, and that's where all of the good assets transfer to the assuming bank: The bank's agreed loans, the securities, the bank buildings. There's really a no-risk transaction for an assuming bank, because they're transferring all of the good assets to the assuming bank. The receiver will retain the bads assets: The substandards, the doubtful, and the loss loans. So that's one end of the spectrum.

The other end of the spectrum might be what we refer to as a loss share arrangement where, again, we will transfer all of the assets to assuming bank; but the bad assets, if I may call them that, the substandard, the doubtful, the loss is an accounting term that's used.

MS. REYNOLDS: Judge, I hate to interrupt. Can I object as to the relevancy of all the types of agreements and ask that he -- I believe that the actual agreement in this case is already a part of the record.

MS. EGGERS: Your Honor, I'm just laying a foundation. There's been a claim made in the related case, number one, and also based upon the defendant's objection and suggesting the FDIC paid some amount to the loan. This is to explain this is a unique Purchase and Assumption Agreement. I'm getting there.

MS. REYNOLDS: Is he referring to the -- are you admitting this document, 63-1, as the assumption agreement that's already a part of the record, submitted as an exhibit by

the Government? Is that --

MS. EGGERS: I have not done that yet, and I'm going to do that when we get to it.

THE COURT: You may proceed.

BY MS. EGGERS:

Q. There's a range?

A. Yes. I think I was talking about the first one, what we call a clean bank; and the other is a loss share where we transfer, again, the bad assets to the assuming bank, but we agree that we will share the loss in those assets. Typically that arrangement is FDIC will absorb 80 percent of the loss, and the assuming bank will absorb 20 percent of the loss. And then in between, there is another six or so variations you might have. I'm giving you the two extremes.

Q. In this particular case, was there a loss share agreement between FDIC as receiver and JPMorgan Chase when JPMorgan Chase acquired or -- acquired Washington Mutual?

A. No, there is no loss share agreement.

Q. Now, I'm going to show you what is been previously marked for identification purposes as Government's Exhibit Number 9. Excuse me, Number 9 -- Government's Exhibit D, as in David, lower case D. Do you recognize Government's Exhibit D?

A. Yes, I do. That appears to be the actual Purchase and Assumption Agreement for the FDIC and JPMorgan Chase.

MS. EGGERS: Your Honor, may I approach the witness?

THE COURT: Yes, ma'am.

BY MS. EGGERS:

Q. I'm going to bring up a copy, because it's a few pages. If you would flip through Government's Exhibit D, just to confirm that it is the Purchase and Assumption Agreement between FDIC as receiver of WAMU and JPMorgan Chase?

A. Yes, it is.

MS. EGGERS: Your Honor, at this time I'd ask to introduce Exhibit D, as in David?

MS. REYNOLDS: Judge, could I just inquire of the Government, is that the same document that was filed previously as 63-1?

MS. EGGERS: (Nodding head.)

MS. REYNOLDS: No objection.

THE COURT: It's admitted.

(GOVERNMENT EXHIBIT D: Received in evidence.)

MS. EGGERS: Defense counsel has a copy of this marked. I gave a copy of this marked exhibit this morning as well.

BY MS. EGGERS:

Q. Mr. Schoppe, looking at Government's Exhibit D, as in David, does this document contain any provisions as to what is -- who is entitled to any restitution payments for loans -- for restitution ordered for loans that were originally -- strike all that.

Does this document have any provisions in it concerning loans that were originated by WAMU in which criminal restitution is subsequently ordered?

A. Yes, it does.

Q. Okay. And where would we find that provision of the whole bank?

A. It's in the back part of it. I believe it's Schedule 3.5, if I'm not mistaken. Yes, that is it.

Q. And is it -- does it say "Schedule 3.5" at the top.

A. Yes, it does.

Q. And what's the title of Schedule 3.5?

A. Certain Assets Not Purchased.

Q. And Item Number 4, is identified as what?

A. Criminal restitution orders issued in favor of the Failed Bank.

Q. And the failed bank in this case being Washington Mutual; is that correct?

A. Yes, that is correct.

Q. Had this -- are you familiar, obviously as the receiver-in-charge, with this document, Government's Exhibit D?

A. Quite familiar. Work with it quite often.

Q. Had this type of agreement been used before in the closure of any other bank, financial institutions?

A. Well, it's one of the agreements that we took off the shelf, if I can use that term, but it's been changed quite a bit

because of the transactions. So it is -- it's unusual. It is probably the only agreement -- this is the only agreement like this particular agreement. No other bank was closed in this manner.

Q. And again you said there is no loss share agreement provision in this when JPMorgan Chase acquired?

A. There is no loss share agreement.

Q. Are there any provisions in the Purchase and Assumption Agreement that talks to who's going to keep all the records, who's going to maintain the records if they're needed down the road?

A. Yes, there is.

Q. Okay. Explain that to us.

A. There is a continuing cooperation clause in there which basically says, in layman's terms, whoever has the records, if the other party needs them, we can get them.

Q. And so in this case, who maintains the records for all of the WAMU-originated loans?

A. JPMorgan Chase holds all those records.

Q. What if FDIC, as receiver, is identified as a victim pursuant to that 3.5 provision, if they're identified as a victim and they're asked for their restitution information for a victim impact statement or that type of thing, where does FDIC, as receiver, go to get the information from?

A. We would go to JPMorgan Chase. Under the continuing

cooperation clause, they would give that to us.
Q. So if the Government went directly to JPMorgan Chase and obtained the outstanding principal balance on a loan from JPMorgan Chase, would FDIC be relying upon the number that JPMorgan Chase provided to the Government?
A. Yes, we would.
Q. And if JPMorgan -- if the Government went to -- excuse me.
If the Government went to Washington Mutual to get information about the foreclosure on a property and the subsequent sale on a property, would FDIC rely upon whatever information that JPMorgan Chase gave the Government?
A. I'm not sure you asked the question correctly. You said would we go to WAMU.
Q. I'm sorry.
A. We would go to JPMorgan Chase. Yes, we would.
Q. Would y'all rely upon whatever information JPMorgan Chase provided to the Government?
A. Yes, we would.
Q. So in this instance, there's been information that the Government obtained loss and restitution figures from JPMorgan Chase. Would that mean that FDIC, as receiver, would be relying upon those numbers?
A. Yes, we would.
Q. Under the Purchase and Assumption Agreement, did it provide that y'all were going to get like a list of all the loans or

anything like that? Is there some kind of list that y'all have at FDIC, as receiver?

A. The agreement does call for us to get a list of the loans. We agreed that we would not get them. There were tens of hundreds of thousands of loans. We had no way of actually getting and -- we usually -- every other bank, we will get a download of all the loans. They number in the thousands. Here, they were numbering in the millions, I believe, tens of millions, and we simply didn't have capacity to download that information, store it someplace where we could get it. So we agreed with JPMorgan that we would not take a download. If we needed the information, we would just get it from them.

Q. And so if, for instance, a loan was originated between the time frame of April 30th of 2007 to March 14th, 2008, and the loan was originated from Washington Mutual, would FDIC, as receiver, be the party that's entitled to the restitution under the Whole Bank Purchase and Assumption Agreement?

A. Yes, we would be.

Q. Let me ask you this: Are there any other hidden agreements out there?

A. There are no other agreements between JPMorgan Chase and us.

Q. In a related co-conspirator case, the defense attorney filed a pleading, attached to it had a purported deposition from a man by the name of Jeffrey Thorn. In Mr. Thorn's deposition,

he alluded to some other type of hidden agreement. Is there any other agreement out there?

A. Before I answer that, can I go back to my previous question --

Q. Yes.

A. -- previous answer?

Because -- this is the only agreement. I just want to state, though, the agreement has certain statements in it where parties have to do things, and we did extend some of those dates. A good example would be within ten business days, JPMorgan Chase had to notify, by mail, all of its depositors. I think there was 62 million depositors. They couldn't physically do that, so we extended that for 30 days.

The agreement is the same. I just want to clarify there are some, maybe six, dates in here where Chase had to do something, and we had to extend those dates. Because as I testified earlier, the actual agreement is an off-the-shelf agreement not designed for a 300-billion-dollar bank, so we simply had to extend some dates to allow Chase to be in compliance with the Purchase Assumption Agreement. So I just wanted to clarify that previous answer.

Q. So other than date extensions, the --

A. There's no other agreements.

Q. Okay. And then Jeffrey Thorn's deposition in which he's indicated that there's a hidden agreement, that is untrue; is

that correct?
A. It is false.
Q. This Jeffrey Thorn individual, was he employed by Washington -- I mean, by the FDIC?
A. He's never been directly employed by FDIC.
Q. Have you done some research upon being provided a copy of that other pleading to see if he's ever worked for any contractor or subcontractor?
A. Yes, we did. He's been a subcontractor for one of our contractors on two small banks that failed during this banking crisis: One was in Louisiana, and one was in Georgia, if I'm not mistaken. But he was never directly employed by FDIC, but he was a subcontractor of one of our contractors that did those two banks.
Q. And have you searched your records and were you able to find -- you know, you said the Georgia bank and Louisiana bank, have you been able to find out whether or not he had any involvement whatsoever as a subcontractor to a contractor with the closure of Washington Mutual?
A. He had no involvement whatsoever with WAMU at any capacity -- with the WAMU receivership, let me clarify that.
Q. And so if restitution is ordered by the Court for loans that were originated from Washington Mutual between April 30th, 2007, and March 14th, 2008, that if the Court orders restitution, that restitution would be due and payable to FDIC

as receiver; is that correct?

A. That is correct.

Q. Let me ask you this, a question had come up: Did FDIC when it closed Washington Mutual, did it pay Washington Mutual any money?

A. No. What happens when a bank closes, much like a bank -- we're much like a bankruptcy trustee. We actually step into the shoes of the failed bank, and we are the failed bank. So, no, we don't pay anything to the bank that's failed. We simply become the bank. It's closed by the regulatory agency, and then we sell off the assets and try and gather up enough money that we can pay all the liabilities.

MS. EGGERS: Nothing further, Your Honor.

THE COURT: Ms. Reynolds?

CROSS-EXAMINATION

BY MS. REYNOLDS:

Q. Good morning, Mr. Schoppe.

A. Good morning.

Q. Shelley Reynolds.

Can you tell me, this Purchase and Assumption Agreement is dated September the 25th of 2008. Is that the date that JPMorgan assumed the loans for Washington Mutual?

A. Is that the date they received the loans?

Q. Yes.

A. Yes, they would be the assuming bank on that date and had

ownership of all the loans.
Q. So it's your testimony that these loans that are listed here on -- by the Government are now owned by or the property of the FDIC; is that right?
A. That was not my testimony.
Q. Okay. In fact, you said that you don't have a list of the loans that the FDIC kept; is that right?
A. Let me clarify: FDIC kept no loans; all of the loans went to JPMorgan Chase. And subsequently we have not acquired any loans back from JPMorgan Chase. All the loans are Chase's loans.
Q. Okay. But you said there's no loss share agreement. What does that mean?
A. Simply means if there's a loss on any of the loans that JPMorgan purchased from us, it's their loss, that we're not sharing in any loss-share. We have no arrangement to reimburse them for any losses on their loans.
Q. Okay. So they assume the risk of the loss on those loans, right?
A. From the book value of the loss, correct, if there's any loss on the book value.
Q. So if they own the loans and own the loss, why are you the victim, or the FDIC?
A. As I testified earlier, there are certain assets which did not transfer to Chase, and those are listed on Schedule 3.5,

which we talked about earlier. And under 3.5, Number 4 are the criminal restitutions. Those do not pass. So there is a difference between the loan actually passing to them and any restitution orders that come from the loans. We're splitting those off, and that is standard in all bank closings.

Q. Okay. So you testified as to the restitution, the restitution would go to you?

A. Correct.

Q. Okay. Can you tell me with regard to any of the loans that were from WAMU, what the FDIC losses were?

A. The FDIC losses on the loans? Was that your question?

Q. Right. Not what restitution is due but what losses there -- you incurred?

MS. EGGERS: I'm going to object to this. If counsel would clarify what she means by loss to the FDIC. I mean --

THE COURT: Sustained. I'm not sure what the question is myself.

MS. REYNOLDS: Okay.

BY MS. REYNOLDS:

Q. Well, for example, do you have a copy of the Government's Exhibit -- does he have a copy of A5?

MS. EGGERS: No, he does not.

MS. REYNOLDS: Okay.

MS. EGGERS: Ms. Reynolds, he's never seen this document before.

MS. REYNOLDS: Okay. All right. Let me see if I have an extra.

Can you see it okay? Let me see if I can -- I'm afraid that if I make it so --

THE WITNESS: I saw it better before.

MS. REYNOLDS: Okay. Let me see if I have an extra copy.

BY MS. REYNOLDS:

Q. Have you had a chance to look at it?

A. I glanced at it, yes.

Q. Okay. Well, the Government has submitted this as a summary of the losses to the FDIC as the victim here. You're saying that you've never seen the document before?

A. I don't believe I have.

Q. Okay. So are you familiar with any of the properties and the documents associated with those properties?

A. No, I wouldn't have any idea what they are.

Q. Okay. Would you be able to testify then whether or not the FDIC transferred these particular properties to JPMorgan Chase?

A. They were tens of millions of loans on the WAMU books. All of them transferred. I believe I've testified to that before. So I certainly don't look at these 12 loans and --

Q. Is it your --

A. -- they were part of tens of millions. But they all transferred to answer your question. So if they were active,

they would have transferred to Chase.
Q. Okay. And did Chase pay money to assume these loans?
MS. EGGERS: We're mixing -- Government is going to object. Assuming loans, transferring -- we're sort of mixing terms here, and I want to make sure we're on the same page, Your Honor. So the form the question is my objection.
MS. REYNOLDS: I'll rephrase the question.
BY MS. REYNOLDS:
Q. So when JPMorgan Chase took over or bought these purchases, do they pay something for this Purchase and Assumption agreement?
A. Again, I think -- I tried to explain it. Perhaps I didn't do a very good job, so let me do that again.
They assumed all of the assets, and they also assumed which assets were -- round numbers, please don't quote me on that -- I think it was about $330 billion. They also assumed, I believe it was about $300 billion worth of liabilities.
Q. Was there any money that changed hands for them to get the right for these liabilities and assets?
A. For the privilege of assuming the assets and liabilities and obtaining the franchise, as we call it, they did pay the FDIC $1.9 billion, round figures. But I hate to attribute that to the purchase of any loans. It's part of the transaction for taking all the assets -- most of the assets, I should say, and most of the liabilities.

Q. So do you have any way of determining what, sort of, outlay of funds JPMorgan would have made in order to get any one of these properties?
A. That is not the way the transaction works.
Q. So they buy them in a bulk?
A. They buy them in bulk, and they also assume a bunch of liabilities. And the net effect, they also -- general press release, I believe they wrote off about $20 billion worth of assets in the first couple months. So the net effect was sort of a wash, I think, the assets and the liabilities.
Q. So you wouldn't have any idea of whether or not they made money or lost money on any one of these loans, right?
A. I would have no idea.
Q. When you say that you would recover any restitution, criminal restitution, can you tell this Court what losses the FDIC incurred, if any, with regard to any individual loan?
MS. EGGERS: Your Honor, I'm going to object because under Title 12, United States Code, Section 1821(d)(2)(A)(i), the FDIC, as receiver of a failed financial institution, succeeds to all rights, titles, powers, privileges, and assets of the failed institution and is therefore entitled to all restitution awarded to the failed institution.
I just make that objection because I don't know where we're going with this.
THE COURT: All right. Go ahead, Ms. Reynolds.

MS. REYNOLDS: Well, Your Honor, the Government has submitted that the FDIC is entitled to loss as the victim or stand-in for the victim, but in order to determine the amount of restitution due, it's my understanding that you have to determine what loss there was to the victim.

THE COURT: Well, the basic question: Why do you care who had a loss? Isn't the issue that there was a loss caused by the actions of your client?

MS. REYNOLDS: Well --

THE COURT: Isn't that the basic question? And whether it's the Mutual bank, whether it's Morgan Chase or FDIC, what ultimate difference does that make to your client?

MS. REYNOLDS: I believe that in reality, a loss can be different as to any given individual. There can be multiple parties involved, and different parties can have different amounts or quantities of loss with regard to any transaction or fraudulent transaction.

THE COURT: That's right. So just taking a wild guess, say it's a million dollars worth of loss, and the Mutual bank takes parts of it and Morgan Chase takes another part and FDIC takes another part. What difference does it make to your client? The loss is still a million dollars.

MS. REYNOLDS: Well, that's what I'm trying to determine was what the amount of loss is.

THE COURT: Isn't that basic math that's determined by

the amount of the loan and eventually the foreclosure and the sale price of the loan? And isn't the difference, by law, what the loss is?

MS. REYNOLDS: Are we talking about restitution or loss? I think that there -- that it depends whether or not you're talking about restitution, losses.

THE COURT: I'm talking about loss. And restitution will be based upon the loss, and who it goes, paid to, does your client care?

MS. REYNOLDS: Well, the case law suggests that losses and restitution aren't necessarily the same thing.

THE COURT: All right. I'll give you that, but what difference does it make to your client?

MS. REYNOLDS: Well, the loss makes a significant difference to her.

THE COURT: Did I not state the proper method of figuring the loss?

MS. REYNOLDS: Yes, sir.

THE COURT: Okay. Doesn't that end the question?

MS. REYNOLDS: I'll move on to another question, Your Honor.

BY MS. REYNOLDS:

Q. So if the FDIC gets the restitution since you -- since this document purports to preserve those rights for the FDIC, what happens to that money?

MS. EGGERS: I'd object. That's not relevant, Your Honor.

THE COURT: Ms. Reynolds, where are we going? Does it matter that they pay salaries with it or buy something else?

MS. REYNOLDS: Well --

THE COURT: Pay for his travel down here, or what?

MS. REYNOLDS: No, sir, I'm not asking what the FDIC does with their money. I don't mean it like that, but he said -- earlier you said, well, does it matter how the money is divided up.

BY MS. REYNOLDS:

Q. But isn't it true that, sir, that WAMU and its investors don't get the money that's received from the FDIC; is that correct?

A. That is absolutely incorrect. All money which the FDIC receives would go to the creditors of the failed bank. There are some $13 billion worth of seniors or debt-holders, there is another few million dollars of general trade creditors. And so as the receiver for the failed bank, it is our responsibility to maximize recovery from the bank and pay that money to the people who have lost money. And so the people that get this money will be -- in this situation, can be split to the senior debt-holders of the bank.

Q. Now, prior to foreclosing on the loans, wouldn't there have been a charge-off process?

A. Could be, but I have no information on these particular loans -- or any loans.
Q. Okay. But isn't that standard that they would charge-off the loan prior to foreclosing on it?
MS. EGGERS: Your Honor, I'm going to object. Outside the scope of this witness's knowledge.
THE COURT: Sustained.
BY MS. REYNOLDS:
Q. Well, you said that you didn't get this schedule of loans, but along with the schedule that you didn't get, wouldn't the schedule have included the value of the loans?
A. It would include the book value, which is different than the value, but it would have been the accounting book value, and I believe the P & A actually covers that. All the loans transfer to Chase at book value.
Q. Okay. And how do you determine book value?
A. It would be the amount that's listed on the subledgers of the bank, the subledgers for the loans.
Q. And where is -- who would have that information?
A. Today Chase would have it.
Q. And book value is different than the initial loan value, correct?
A. Only if they charge some down or --
Q. But it's not necessarily the same as the initial loan value; is that correct?

A. The initial loan value, they make payments on it. We transfer those loans. Whatever the book value is, which is the original amount of the loan less the payments, less any charge off or charge down, whatever the case may be.

Q. So do you have any knowledge as to whether or not JPMorgan actually made money on any of these transactions?

A. I would have no way of determining that.

Q. Is it possible that they could have sold --

MS. EGGERS: I'm going to object, Your Honor.

THE COURT: Sustained.

MS. REYNOLDS: Thank you, Your Honor. Nothing further.

THE COURT: Redirect?

REDIRECT EXAMINATION

BY MS. EGGERS:

Q. Sir, did you come here today to explain the receivership process of Washington Mutual?

A. I thought that's what I was coming here for.

Q. Okay. You didn't come here to testify about the accounting principles of JPMorgan Chase, right?

A. No, I did not.

Q. And their charge-off procedure and that type of thing?

A. No, I did not come here for that purpose.

Q. And so if JPMorgan Chase told the federal government that it sold a piece of property for X dollars down the road, would

you have to rely upon whatever JPMorgan Chase says? You have no knowledge of any of that, right?

A. I'm not sure I follow your question. I'm sorry.

Q. If JPMorgan Chase provided the federal government -- meaning a federal agent -- information about how much it sold a piece of property for, would you have to rely upon whatever they told the federal government? You don't have any knowledge?

A. I would rely on whatever Chase said, that's correct.

MS. EGGERS: Nothing further. Thank you.

THE COURT: And you may step down, sir.

THE WITNESS: Thank you, Your Honor.

(Witness excused.)

THE COURT: Anything further we need necessarily to do today?

MS. EGGERS: No, Your Honor.

THE COURT: All right. Well, given the amount of time this took, I'm going to up the schedule of our hearing tomorrow morning to 8:45. So we'll resume at 8:45 tomorrow with the sentencing.

(Proceedings adjourned at 11:35 a.m.)

* * * * * * * *

I certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter. Any redaction of personal data identifiers pursuant to the Judicial Conference Policy on Privacy are noted within the transcript.

Julie A. Wycoff

1/25/2013

Julie A. Wycoff, RPR
Official U.S. Court Reporter

Date

I N D E X

Government Witnesses	Direct	Cross	Redirect
ROBERT SCHOPPE 2		**16**	**26**

GOVERNMENT EXHIBITS

Exhibit	Description	Marked	Admitted
D	Purchase and Assumption Agreement between FDIC and JPMorgan	9	9

Norberto F. Reyes, III (SBN 158569)
REYES LAW GROUP, APLC
2 3460 Wilshire Boulevard, Suite 1005
Los Angeles, California 90010
Telephone: (213) 382-6600
FAX: (213) 382-2096

Joseph L. DeClue, SBN 163954
LAW OFFICES OF JOSEPH L. DECLUE
200 S. Main Street, Suite 300
Corona, California 92882
(951) 280-1313 Fax: (951) 801-7976

Attorneys for Debtor
MARIOS POLYCHRONAS AW MARIO POLYCHRONAS INTER-VIVOS TRUST OF 2004

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION

IN RE: MARIO POLYCHRONAS, AW MARIO POLYCHRONAS INTER-VIVOS TRUST OF 2004, Debtor.	Case No.: 1:11-bk-18306-vk Chapter 11 **DECLARATION OF NEIL F. GARFIELD, ESQ.**

I, Neil F. Garfield, Esq., hereby declare as follows:

1. I am over the age of 18 and I am not a party to this case. I have personal knowledge of the following facts, and if called to testify I could and would testify to them from my own personal knowledge. I have also been admitted as an expert witness in Federal and state courts across the country in connection with securitized loans, property law, and the WAMU bank failure specifically.

BP Investigative Agency
Exhibit 5

2. On November 14, 2012 at or about 2:10pm Mountain Standard Time, I personally spoke by telephone to Robert C. Schoppe who was the Receiver in Charge for the FDIC as Receiver for Washington Mutual Bank ("WAMU"), which was closed by the Office of Thrift Supervision (OTS), taken over by the Federal Deposit Insurance Corporation (FDIC) and subject to a petition for relief in Federal bankruptcy court.
   a. As of September 25, 2008, WAMU no longer existed as an independent financial institution.
   b. Some of its assets and some of its liabilities were the subject of a Purchase and Assumption Agreement with JPMorgan Chase.
   c. The purchase and Assumption Agreement was never completed inasmuch as schedules of assets were never prepared, approved or in existence.
3. I originally made contact with his office in Dallas, Texas with phone number 972-761-8556. Mr. Schoppe then called me back.
4. In my conversation with him, he told me that there never was an instrument recorded with respect to the assignment of any mortgage loans.
   a. He told me that most of the loans were sold into securitized trusts and that the best or most accurate statement that could be made at this time without Chase owning up to the actual facts is that Chase probably at one point acquired the servicing rights, but has since sold off much of their servicing portfolio.
   b. Hence, it is impossible to say whether on a particular loan they retain the servicing rights without getting the information from Chase itself since such transactions are not recorded.
5. The legal ownership in this particular case is in a securitized trust. This has been determined by two securitization analysts who have identified (a) a pattern of securitization loans identical (geographically, substantively and in size and terms) to the subject loan in the Polychronas case and (b) specifically a loan that matches certain data

criteria for the Polychronas loan but which requires further research to determine the precise identity of the borrower and address to which the loan allegedly applies.

6. The purchase and Assumption agreement has two provisions regarding consideration. The first one says that the consideration is zero. The second one says that JPM Morgan Chase bids approximately $1.9 Billion. But the first one seems more likely inasmuch as Chase received 1/3 of a $6 Billion tax refund due to WAMU which was shared with the FDIC and the bankruptcy estate of WAMU. Thus the net cost to JPMorgan was zero.
7. Mr. Schoppe stated to me that there never was any instrument prepared or executed between JPMorgan Chase and either the FDIC or the bankruptcy trustee in which Chase acquired the loans. Specifically he stated "if you are looking for an assignment of loans, you won't find it because it does not exist."
8. Mr. Schoppe also said that the safest assumption to make is that (a) the loan was securitized, (b) the loan is still claimed by the WAMU trust, and (c) Chase may still be the subservicer for the Master Servicer (probably Chase), but not the trustee of the trust. He said that ***the wording on the affidavit submitted by Chase was wrong. He did not mean say Chase owned the loans.***
9. Mr. Schoppe told me that there is no assignment of loans in existence to which the FDIC was a party, as receiver for the WAMU estate. He said that the list of loans was NOT attached or referenced in any way that could identify a particular loan. The bottom line is that the existence of the trust means that Chase is neither the creditor nor the trustee for the creditor despite their representations to the contrary. I have personally been the recipient of information in other cases where Chase used the same affidavit and I was told that Chase and their attorneys were reprimanded for its use.
10. If JP Morgan Chase Bank were to have the original note, it would not be as a holder with the right to enforce. It would simply be a mere custodian for another party as a bailee.

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

Dated this 14th day of November, 2012

/s/ Neil F. Garfield
Neil F. Garfield, Esq.
Declarant

2678 PK000324

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

1888 Century Park East
Los Angeles, California 90067-1725

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September 12, 2014

Via FedEx

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matters giving rise to JPMC's indemnity rights relate to costs incurred in connection with mortgages held by WMB prior to September 25, 2008. These costs have resulted from aspects of—and circumstances related to—WMB mortgages that were not reflected on the books and records of WMB as of September 25, 2008, and include:

(a) Costs incurred by JPMC associated with individual assignments of WMB mortgages. Where JPMC has initiated foreclosures on

BP Investigative Agency
Exhibit 6

2679 PK000325

properties associated with mortgages that were held by WMB prior to its Receivership, JPMC has performed individual assignments of the associated mortgages/deeds of trust and allonges to comply with a recent appellate-level court decision in Michigan so as avoid potential additional expense and/or liability. In so doing, JPMC has incurred additional recording and legal fees, Limited Power of Attorney costs, as well as quantifiable costs associated with increased staffing to address these issues.

(b) Costs incurred by JPMC associated with preparing and submitting, and/or updating information on, lien release documents related to WMB-serviced loans that were paid in full prior to September 25, 2008.

(c) Costs incurred by JPMC to expunge records associated with WMB mortgages as a result of errors in mortgage documentation occurring prior to September 25, 2008, including erroneously recorded satisfactions of mortgages and associated legal fees and disbursements.

(d) Costs incurred by JPMC to correct various defects in the chains of title for WMB mortgages occurring prior to September 25, 2008, including recording and legal services fees.

At the time of WMB's closure, the above liabilities were not reflected on its books and records. (If you disagree, please identify where on WMB's books and records such a liability was reflected.) As you know, the liabilities assumed by JPMC were limited to those on WMB's "Books and Records," with a "Book Value," when WMB was closed. JPMC did not assume any WMB liabilities that did not have a book value on WMB's books and records at the time WMB was placed into receivership, nor did it assume, for those liabilities on WMB's books and records, liability for any amounts in excess of such book value. Thus, any liability for conduct that precedes WMB's closure remains with the FDIC.

JPMC is advising you that the liability it may incur in connection with these matters, including the costs and expenses it incurs in defending against any action that may arise in relation to these matters, as well as the amount of any settlement or adverse judgment, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is

provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

[redacted]

cc: Lawrence N. Chanen
Joanna Jagoda
Jason Klein
(JPMorgan Chase Bank, N.A.)

Richard Osterman
David Gearin
✓ Kathryn Norcross
(Federal Deposit Insurance Corporation)

Brent McIntosh
(Sullivan & Cromwell LLP)

Filing # 68415888 E-Filed 02/23/2018 06:23:41 PM

IN THE CIRCUIT COURT OF THE
15th JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. 2013-CA-011730
Circuit Civil Division: AD

KEVIN J. PROODIAN, individually;
ANNETTE L. PROODIAN, individually,

Plaintiffs,

v.

WASHINGTON MUTUAL BANK, FA, *et al.*,

Defendants.

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DEFENDANT JPMORGAN CHASE BANK, N.A.'S EMERGENCY MOTION FOR CLARIFICATION AND REQUEST FOR *IN CAMERA* REVIEW, OR IN THE ALTERNATIVE, MOTION FOR PROTECTIVE ORDER

Defendant, JPMorgan Chase Bank, N.A. ("Chase"), by and through undersigned counsel, and pursuant to Florida Rules of Civil Procedure 1.280(c), hereby submits this Emergency Motion for Clarification and Request for *in camera* Review with respect to this Court's February 15, 2018 Order on Plaintiffs' Motion to Compel. In the alternative, Chase submits a Motion for Protective Order specifically to protect documents produced in discovery from being made publicly available. In support of its motions, Chase states as follows:

I. BACKGROUND

1. On February 22, 2005 Plaintiffs purchased real property in Palm Beach County, and financed the transaction with a $324,000 loan from Washington Mutual Bank, FA ("WaMu"). The loan is evidenced by a note signed by Plaintiffs and secured by a mortgage on

BP Investigative Agency
Exhibit 7

FILED: PALM BEACH COUNTY, FL, SHARON R. BOCK, CLERK, 02/23/2018 06:23:41 PM

the property. *See* Affidavit of JPMorgan Chase Bank, N.A., ¶ 7. [D.E. 61]. The mortgage was also signed by Plaintiffs in the presence of a notary. *Id.*, ¶ 8.

2. WaMu went into receivership and was taken over by the Federal Deposit Insurance Corporation ("FDIC"). *Id.*, ¶ 15.

3. The FDIC, as receiver for WaMu, transferred certain of WaMu's assets, including all of WaMu's servicing rights, to Chase. This transaction was memorialized in a Purchase and Assumption Agreement, dated September 25, 2008. As a result, Chase became the servicer of Plaintiffs' loan on that date. *Id.*, ¶¶ 15 and 16.

4. Plaintiffs have been making payments on the loan since 2005, including payments ***to Chase*** for at least five years. *Id.*, ¶¶ 17 and 18.

5. Plaintiffs filed their first complaint to quiet title on or about July 18, 2013. [D.E. 6]. Plaintiffs have since amended their claims twice.

6. The current, operative complaint was filed on or about November 17, 2016 [D.E. 90] and generally asserts that a loan was never consummated (even though Plaintiffs live in the subject property and have made payments to both WaMu, and later Chase, for years). Plaintiffs assert claim for (i) slander of title; (ii) that the note is unenforceable; (iii) fraud on the court; (iv) fraudulent inducement; (v) negligent misrepresentation; (vi) violations of the Florida Consumer Collection Practices Act ("FCCPA"); and (vvi) violations of the Fair Debt Collection Practices Act ("FDCPA").

7. Since the filing of this cause of action, Chase has produced no less than 1,246 Bates stamped documents in response to Plaintiffs' multiple discovery requests. Not only has Chase produced the Plaintiffs' entire servicing file, Chase has produced various forms of the

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payment/transaction history reflecting (i) Chase's (and prior servicer's) receipt of Plaintiffs' monthly mortgage payments; and (ii) how said payments are applied to Plaintiffs' loan.

8. Plaintiffs have nonetheless sought to compel cumulative and irrelevant documents on their never-ending fishing expedition for some non-existing smoking gun that they hope will absolve them from their entirely valid mortgage loan obligation.

A. **Plaintiffs' Motion to Compel and this Court's Order.**

9. On December 12, 2017 Plaintiffs took the court-ordered deposition of Chase employee Matthew Dudas. In connection with said deposition, Plaintiffs filed a Notice of Deposition on November 15, 2017 which included a duces tecum request for documents. [D.E. 134].

10. Chase filed its Objections and Responses to Plaintiffs' Notice of Taking Deposition Duces Tecum on December 8, 2017[1] [D.E. 137].

11. Plaintiffs then moved to compel the production of documents evidencing wire transfers between Chase and the owner/investor of Plaintiffs' Loan (Wells Fargo).

12. On February 15, 2018 this Court granted Plaintiffs' Motion to Compel to the extent that Chase has been ordered to produce "(1) wire transfer history for Plaintiffs' account reflecting payments made to JPMorgan Chase Bank, N.A. and forwarded to Wells Fargo, or any other entity, via wire transfer; and (2) servicing agreements between Chase and Wells Fargo

[1] Chase's objections included Plaintiffs' lack of standing to obtain information related to wire transfers between Chase and Wells Fargo. *See Castillo v. Deutsche Bank Nat'l Tr. Co.*, 89 So. 3d 1069 (Fla. 3d DCA 2012)("Because the appellant is neither a party to nor a third-party beneficiary of the trust, we find the appellant lacks standing to raise this issue..."). *See also HSBC Bank v. Buset*, 2018 WL 735265, *4, Case No. 3D16-1383 (Fla. 3d DCA Feb. 7, 2018) ("so long as the maker's obligation is discharged by payment, the maker should be indifferent as to whether the 'person entitled to enforce' the note satisfied his or her obligations, under the law of agency, to the ultimate owners of the note").

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authorizing Chase to service the loan and enforce the note and mortgage" within twenty (20) days of the date of said order (the "Order").

II. ARGUMENT

A. Motion For Clarification And Request For *In Camera* Review.

13. The Order specifically orders Chase to produce "(1) wire transfer history for Plaintiffs' account reflecting payments made to JPMorgan Chase Bank, N.A. and forwarded to Wells Fargo, or any other entity, via wire transfer."

14. After a diligent search, Chase is not in possession, custody or control of documents responsive to the Order as phrased.

15. Specifically, Chase does not maintain loan level information regarding its payments to the investor, Wells Fargo. In other words, Chase does not have a wire transfer history to Wells Fargo (or any other entity) ***for Plaintiffs' account alone.***

16. Importantly, under the terms of the Pooling and Servicing Agreement, Chase is required to make its agreed-upon payment to Wells Fargo ***regardless*** of whether an individual borrower makes monthly payments to Chase. Section 4.02 of the Pooling and Servicing Agreement[2] states:

> Section 4.02. *Advances by the Servicer; Servicer Remittance Reports.*
>
> (a) To the extent described in this Section 4.02(a), the Servicer is obligated to advance its own funds to the Certificate Account to cover any shortfall with respect to each Mortgage Loan between (i) the Minimum Monthly Payment scheduled to be received in respect of such Mortgage Loan, and (ii) the amounts actually deposited in the Certificate Account on account of such payment.

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[2] The Pooling and Servicing Agreement as already been produced, and it is Bates stamped as JPMC-Proodian001169.

17. The records that Chase maintains, therefore, show the total monthly payment (in millions of dollars) made to Wells Fargo, regardless of whether any individual borrower in the pool made their payment to Chase.

18. Chase's records will show (i) Plaintiffs' loan is part of the pool of loans[3]; and (ii) that Chase makes one large lump sum payment to Wells Fargo each month for that pool, ***regardless of whether it receives a payment from Plaintiffs.***

19. In short, the documents that Plaintiffs seek and which were the subject of the Court's recent discovery Order – i.e. wire transfer history for Plaintiffs' account alone – do not exist. Chase therefore seeks clarification of the Court's discovery Order to determine what documents, if any, need to be produced at this time in order to comply with the Court's directive.

20. To aid in the Court's clarification of the discovery Order, Chase also requests that the Court make an *in camera* inspection of the pool-level documents described above.

21. The pool-level reports that Chase maintains contain information applicable to thousands of loans in the pool. The reports also contain confidential, proprietary, trade secret, and commercial information regarding its payment structure with Wells Fargo, including but not limited to servicing fees, unrelated to and not affecting Plaintiffs' loan.

22. Due to the proprietary nature of the information to be potentially disclosed, it would depart from the essential requirements of law to compel production of the pool-level

[3] Chase has already provided the Pooling and Servicing Agreement ("PSA") and redacted Mortgage Loan Schedule showing that Plaintiffs' loan is part of the pool. (Bates stamped documents JPMC-Proodian001109-001229). WaMu is named as the Servicer on the face of the PSA. Chase has therefore additionally provided a Limited Power of Attorney showing that Wells Fargo, pursuant to the PSA, appoints Chase as Servicer of the loans in the pool governed by the PSA due to its acquisition of certain of WaMu's assets and liabilities. (Bates stamped documents JPMC-Proodian001230-001232). Read as a whole, these already produced documents show that Plaintiffs' loan is part of the pool. Said documents are also responsive to Paragraph 2 of the Order: "(2) servicing agreements between Chase and Wells Fargo authorizing Chase to service the loan and enforce the note and mortgage."

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records without holding an *in camera* inspection first. *See Glenns v. Miller*, 692 So. 2d 303 (Fla. 4th DCA 1997).

B. Motion For Protective Order.

23. In the event the Court requires production of the pool-level documents described above, Chase respectfully requests the entry of a protective order to prevent those documents from becoming part of the public domain.

24. Florida Rule of Civil Procedure 1.280(c)(2) provides that a motion for protective order may be granted to order "that the discovery may be had only on specified terms and conditions, including a designation of the time or place." Section (c)(7) states an order may be granted so that "a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way."

25. Trial judges have broad discretion to enter protective orders pursuant to Fla. R. Civ. P. 1.280(c). *See Rasmussen v. South Florida Blood Serv. Inc.*, 500 So. 2d 533, 535 (Fla. 1987). In considering whether to grant a protective order, a court must balance the competing interests that would be served by granting discovery or by denying it. *Id.*

26. As noted above, the documents that Chase maintains contain information applicable to thousands of loans. It also contains confidential, proprietary, trade secret, and commercial information regarding its payment structure with non-party Wells Fargo, including but not limited to servicing fees, unrelated to and not affecting Plaintiffs' loan[4].

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[4] If anything is required to be produced, other customers' account numbers and personal information, bank account numbers, social security numbers and the like will have to be redacted. A protective order would nevertheless be necessary to prevent Plaintiffs from disseminating the redacted documents in the media or otherwise outside of the scope of this instant litigation.

27. A "party seeking discovery of confidential information must make a showing of necessity which outweighs the countervailing interest in maintaining the confidentiality of such information." *CAC-Ramsay Health Plans, Inc. v. Johnson,* 641 So. 2d 434, 435 (Fla. 3d DCA 1994) *citing Higgs v. Kampgrounds of Am.,* 526 So. 2d 980, 981 (Fla. 3d DCA 1988). The court in *CAC-Ramsay* concluded that an order compelling blanket production of employee records (including non-parties), must be quashed, and a more narrowly tailored discovery order be prepared ensuring access to information to which the plaintiff was entitled to while safeguarding non-party's privacy. *Id.*

28. Plaintiffs here have an established track record of (i) exposing details of this litigation to the media; and (ii) filing discovery in contravention of Fla. R. Civ. P. 1.280(g). Chase runs the risk that anything ultimately produced will end up online or the media. This includes confidential, proprietary, trade secret, and commercial information, including but not limited to Chase's payment structure with non-party Wells Fargo as well as the aggregate amount of funds being transacted through the pool.

29. In order to protect Chase's right to ensure that its confidential information (and Wells Fargo's confidential information) is not disclosed except for purposes of this litigation, Chase requests an appropriate protective order.

30. Under these facts, there is good cause to grant Chase's Emergency Motion for Protective Order.

31. Permitting the production of the documents subject to the Court's Order without any mechanism to protect against the improper disclosure of confidential documents would cause by oppressive and unduly burdensome to Chase and its valuable interests in that information.

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WHEREFORE, Chase respectfully requests that the Court (i) hold an *in camera* inspection to assist in clarifying its February 15, 2018 Order; and (ii) clarify what, if anything, is to be produced per the Order. In the alternative, and in the event that the Court requires Chase to produce the documents that show payment to Wells Fargo for a pool of loans, it requests the Court to enter a protective order ensuring that the documents to be produced are protected from public dissemination.

Respectfully submitted this 23rd day of February, 2018

/s/ Zina Gabsi
Zina Gabsi
Florida Bar No. 73789
BRYAN CAVE LLP
200 South Biscayne Blvd., Ste 400
Miami, FL 33131
Tel: (786) 322-7500
Fax: (786) 322-7501
Email: zina.gabsi@bryancave.com

Counsel for Defendant JPMorgan Chase Bank, N.A.

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing via electronic mail and/or U.S. mail on the following counsel of record:

Kevin J. Proodian & Annette L. Proodian
2790 Yarmouth Drive
Wellington, FL 33414
Pro se Plaintiffs

This 23rd day of February, 2018

/s/ Zina Gabsi
Zina Gabsi
Florida Bar No. 73789
BRYAN CAVE LLP
Email: zina.gabsi@bryancave.com

Counsel for Defendant JP Morgan Chase Bank, N.A

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STITES & HARBISON PLLC
ATTORNEYS

SunTrust Plaza
401 Commerce Street
Suite 800
Nashville, TN 37219
(615) 782-2200
(615) 782-2371 Fax

John R. Wingo
(615) 782-2263
(615) 742-4106 FAX
john.wingo@stites.com

February 27, 2015

Ernest Henry Neels, III
131 Maple Row Blvd., Ste. E-500
Hendersonville, TN 37075

RE: ***Max Daee and Toni Daee v. JPMorgan Chase Bank N.A.***
USDC-MDTN Case No. 3:13-cv-1332

Dear Mr. Neels:

Enclosed please find the Defendant's Supplemental Responses to Plaintiffs' First Set of Interrogatories in the above-referenced matter.

Please feel free to contact us if you have any questions.

Sincerely,

Margaret A. Dennis
Assistant to John R. Wingo

:mad
Enclosure

BP Investigative Agency
Exhibit 8

1102700:1:NASHVILLE

EXHIBIT 2

(2691) PK000337

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

MAX DAEE and TONI DAEE, Plaintiffs, v. JPMORGAN CHASE BANK, N.A., Defendant.	Civil Action No. 3:13-cv-01332

DEFENDANT'S SUPPLEMENTAL RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES

Pursuant to Rules 26 and 33, Federal Rules of Civil Procedure, Defendant JP Morgan Chase Bank, N.A. ("Chase") responds to Plaintiffs' First Set of Interrogatories Propounded to Defendant.

GENERAL OBJECTIONS

1. This case involves Chase's right to enforce the Notes at issue. (*See* Doc. Nos. 1-1, 15, 16.) Under Tennessee law, the holder has an unqualified right to enforce an instrument. Tenn. Code Ann. § 47-3-301. As set forth in Chase's original summary judgment motion, the undisputed facts show that Chase is the holder of the Notes. *See* Tenn. Code Ann. § 47-1-201(b)(21)(A). Plaintiffs inspected original copies of the Notes in Chase's possession prior to the filing of that summary judgment motion. Chase, therefore, objects to each discovery request below that seeks information or documents outside the permissible scope of discovery under the Federal Rules of Civil Procedure. *See* Fed. R. Civ. P. 26(b)(1).

2. Chase's responses and objections to the interrogatories herein are made solely for the purposes of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety and admissibility, and any and all other objections and grounds that would require the exclusion of any statement contained herein if made by any witness present and testifying in court. All such objections and grounds are reserved and may be interposed at the time of trial.

3. Chase objects generally to the extent these interrogatories seek information which is protected by the attorney-client privilege and/or the work-product doctrine.

4. Chase objects to the extent that these interrogatories seek to impose duties or requirements in addition to any requirements imposed by the Federal Rules of Civil Procedure or the Local Rules of the United States District Court for the Middle District of Tennessee. By answering these interrogatories, Chase does not agree to abide by any such additional instructions or requirements

5. Chase objects to these interrogatories in their entirety to the extent that they seek information and/or documents not in its possession, custody, or control on the grounds that such requests are overly broad and unduly burdensome, and constitute annoyance, harassment, and oppression.

6. The following responses are based on the information currently available to Chase based upon a reasonably diligent investigation. Except for the explicit facts admitted herein, no incidental or implied admissions are intended. The fact that Chase answered all or any part of an interrogatory shall not be construed as a waiver of any objection to any request. Chase reserves the right to supplement and/or modify these responses based upon the discovery of different or additional information.

Subject to and without waiving its General Objections and any specific objections asserted to particular interrogatories, Chase provide the following responses:

1. Identify the employees, supervisors or agents of JP Morgan Chase Bank, N.A. who has personal knowledge of the assignments and endorsements that occurred on December 17, 1998 and the allonges.

RESPONSE: ***Chase objects to this interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Chase refers Plaintiffs to General Objection No. 1. Subject to these objections, despite a diligent search, at this time Chase is not aware of any employees, supervisors, or agents that have independent personal knowledge or recollection of the assignments, endorsements or allonge, apart from knowledge gained from a review of relevant business records.***

2. Identify every person known to JP Morgan Chase Bank, N.A. who has, or who claims or purports to have, knowledge of facts which you contend support the allegations contained in your Answer and Motion for Summary Judgment.

RESPONSE: Chase ***refers Plaintiffs to General Objection No. 1. Subject to this objection, Chase states that the documents Chase relied on speak for themselves. Chase's position in this case is based on its review of business records, and despite a diligent search, at this time Chase is not aware of any employees, supervisors, or agents that have independent personal knowledge of the facts at issue.***

3. State the basis of the authority JP Morgan Chase Bank, N.A. alleged to have to execute the allonges as Attorney in Fact for Citibank.

RESPONSE: *Chase objects to this interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Chase refers Plaintiffs to General Objection No. 1. Subject to these objections, the relevant Power of Attorney is attached.*

4. State the dates JP Morgan Chase Bank, N.A. executed the allonges and state the basis for this knowledge.

RESPONSE: *Chase objects to this interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Chase refers Plaintiffs to General Objection No. 1. Subject to these objections, Chase's internal records indicate that the allonges were executed shortly before the foreclosure proceedings at issue in this case began.*

5. State whether or not JP Morgan Chase Bank, N.A. ever had a servicing agreement with Citibank in regards to these properties and loans, and the dates that such an agreement existed.

RESPONSE: *Chase objects to this interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Chase refers Plaintiffs to General Objection No. 1. Subject to these objections, Chase's internal records indicate that Chase has owned the loans at issue since they were originated and therefore the Response to this Interrogatory is no.*

6. State the dates that JP Morgan Chase Bank, N.A. initiated foreclosure proceedings against the plaintiffs Max and Toni Daee, both in 2004 and 2008 and the basis for initiating foreclosure proceedings.

RESPONSE: *Chase objects to this interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Chase refers Plaintiffs to General Objection No. 1. Subject to these objections, Chase states that Plaintiffs have been in default on each loan due to nonpayment, and that such default precipitated any initiation of foreclosure proceedings. Plaintiffs do not dispute that they have made no loan payments on either loan at issue for years, thus apparently concede that they are in default.*

7. State, identify, and list all forms and amounts of arrears and current payment JP Morgan Chase Bank, N.A. claims is due under the current notes and mortgages and the basis for the amounts due.

RESPONSE: *Chase objects to this interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Chase refers Plaintiffs to General Objection No. 1. Subject to these objections, Chase refers Plaintiffs to the loan payoffs produced herewith.*

8. State any and all benefit that JP Morgan Chase Bank, N.A. received from the sale of the notes to Citibank which occurred on December 17, 1998 and the purported sale from Citibank from JP Morgan Chase Bank, N.A., the date of which is unknown at this time.

RESPONSE: *Chase objects to this interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Chase refers Plaintiffs to General Objection No. 1 and objects to the characterization of purported loan sales. Subject to these objections, these loans were not sold to Citibank.*

9. State if JP Morgan Chase Bank, N.A. sent the notes and/or deeds of trust to Citibank after it assigned the deeds of trust and endorsed the notes to Citibank on December 17, 1998? If so, when and to whom were they sent? If not, why not?

RESPONSE: ***Chase objects to this interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Chase refers Plaintiffs to General Objection No. 1. Subject to these objections, Chase further objects because the endorsements referenced were not executed on the date referenced. Regardless, the response to the Interrogatory is no; see Response to Interrogatory No. 8, above.***

10. State if JP Morgan Chase received the notes and / or deeds of trust from Citibank after JP Morgan Chase Bank, N.A. executed the allonges? If so, when and from whom? If not, why not?

RESPONSE: ***Chase objects to this interrogatory as irrelevant, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Chase refers Plaintiffs to General Objection No. 1 and the Responses to Interrogatories Nos. 8 and 9, above.***

11. All other discovery requests included in Judge Trauger's October 10, 2014 Memorandum and Order which have not been requested in this set of interrogatories.

RESPONSE: ***Chase objects to this interrogatory as nonsensical, irrelevant, overly broad, unduly burdensome, untimely in light of the discovery deadline, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Chase refers Plaintiffs to General Objection No. 1 and states that the referenced order did not include any discovery requests. See also Response to Interrogatory No. 3.***

VERIFICATION

STATE OF Ohio)
COUNTY OF Franklin)

I, David Bessas, an Authorized Signer of JPMorgan Chase Bank, N.A., hereby certify that I have read the foregoing DEFENDANT'S SUPPLEMENTAL RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES. Based on my review of the business record, the answers to DEFENDANT'S SUPPLEMENTAL RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES are true and correct to the best of my knowledge, information, and belief. I am not attesting to any legal conclusions, legal statutes, legal opinion, and or legal objections.

JPMorgan Chase Bank, N.A.

2/25/15

By: David Bessas

Title: Authorized Signer

Sworn to and subscribed before me this 25th day of February, 2015.

Notary Public

My commission expires: 3-16-2019

Respectfully submitted,

John R. Wingo
Lauren Paxton Roberts
STITES & HARBISON, PLLC
401 Commerce Street, Suite 800
Nashville, TN 37219-2376
Telephone: (615) 782-2286

Counsel for Defendant, JPMorgan Chase Bank, N.A.

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of February, a copy of the foregoing served via email and U.S. Mail upon the parties as indicated below.

Ernest Henry Neels, III
131 Maple Row Blvd., Suite E 500
Hendersonville, TN 37075
Counsel for Plaintiffs

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JPMorgan Chase Bank, N.A.
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683
CHAS6 WAMU L#: 5938374427P

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2006-0430865
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Citibank, N.A., a national banking association and having an office for the conduct of business in New York, New York, solely in its capacity as trustee (in such capacity the "Trustee") under various Pooling and Servicing Agreements entered into from time to time between Chase Home Finance LLC, f/k/a Chase Manhattan Mortgage Corporation ("CMMC"), as Master Servicer (the "Master Servicer"), Chase Mortgage Finance Corporation ("CMFC") as Depositor and the Trustee (each a "Pooling Agreement") pursuant to which CMFC's Multi Class Mortgage Pass-Through Certificates are issued and not in its individual corporate capacity, hereby constitutes and appoints, Chase Home Finance LLC, f/k/a CMMC pursuant to 10.20(f) of the Pooling Agreement, in its capacity as Master Servicer, with full power of substitution, as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the tasks described in items (i) through (vii) below relating to certain mortgage loans (the "Loans") owned by the undersigned, as Trustee, as serviced by Chase Home Finance LLC f/k/a CMMC. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the Notes secured thereby.

(i) The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,

(ii) The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,

(iii) The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,

(iv) The Modification and/or Partial Release of Security Instruments,

(v) The Assumption of Security Instruments and the Notes secured thereby,

(vi) The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and

(vii) The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

This limited power of attorney has been executed and is effective as of this 4th day of February 2005 and the same shall continue in full force and effect until the occurrence of any of the following events or until revoked in writing by the undersigned:

i. the suspension or termination of Chase Home Finance LLC f/k/a CMMC as Master Servicer with respect to the Loans serviced under the Pooling Agreement,

ii. the transfer of master servicing from Chase Home Finance LLC f/k/a CMMC to another Master Servicer with respect to the Loans serviced under the Pooling Agreement,

iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or Chase Home Finance LLC f/k/a CMMC, or

iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, Chase Home Finance LLC f/k/a CMMC, or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact under this Limited Power of Attorney shall be revoked with respect to the Pooling Agreement subject thereto upon the occurrence of:

i. the suspension or termination of Chase Home Finance LLC f/k/a CMMC as Master Servicer under the Pooling Agreement; or

ii. the transfer of master servicing under the Pooling Agreement from Chase Home Finance LLC f/k/a CMMC to another Master Servicer.

Nothing contained herein shall be deemed to amend or modify the Pooling Agreement or the respective rights, duties or obligations of the Trustee or Chase Home Finance LLC f/k/a CMMC thereunder, and nothing herein shall constitute a waiver of any rights or remedies there under. If this Limited Power of Attorney is revoked or terminated for any reason whatsoever, a limited power of attorney given by the Servicer to any Subservicer shall be deemed to be revoked or terminated at the same time.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned to CMMC for the Loans, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.

Chase Home Finance LLC f/k/a
Chase Manhattan
Mortgage Corporation,
As Master Servicer

Alice Miller
Name: Alice Miller
Title: Asst. Vice President

Citibank, N.A.,
as Trustee as aforesaid
and not individually

K Driscoll
Name: Kristen Driscoll
Title: Vice President

Book 44170 Pg 45
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

STATE OF NEW YORK, COUNTY OF ~~NEW YORK~~ Kings

ON the **4th day of February**, in the year **2005** BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED **Kristen Driscoll**, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE INDIVIDUAL(S), OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL(S) ACTED, EXECUTED THE INSTRUMENT.

Nanette Murphy

Notary Public: Nanette Murphy
No. 01MU6086415
State of New York
Qualified in Kings County
Expires: January 21, 2007

NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira Register of Deeds

AMENDED
SUPPLEMENTAL RESPONSE TO
FIRST INTERROGATORIES

BP Investigative Agency
Exhibit 9

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

MAX DAEE and TONI DAEE Plaintiffs, v. JPMORGAN CHASE BANK, N.A., Defendant.	)	Civil Action No. 3:13-cv-01332 Judge Trauger

DEFENDANT'S AMENDED SUPPLEMENTAL RESPONSE TO FIRST INTERROGATORIES
(Verified by Joseph G. Devine, Jr.)

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant JPMorgan Chase Bank, N.A. ("Chase") hereby supplements and amends its May 18, 2015 Defendant's Second Supplemental Responses to Plaintiffs' First Set of Interrogatories (verified by Mr. Joseph Devine, Jr.), specifically supplementing and amending the previous answers to Interrogatory No. 4 as follows:

4. State the dates JP Morgan Chase Bank, N.A. executed the allonges and state the basis for this knowledge.

RESPONSE: When Chase stated in its February 25, 2015 response that its "internal records indicate that the allonges were executed shortly before the foreclosure proceedings at issue in this case began," its answer, as to Loan -6950, referred to that allonge attached as a portion of Exhibit A to the Affidavit of John R. Wingo filed in connection with the Motion for Summary Judgment by Defendant JPMorgan Chase Bank, N.A. dated May 21, 2014 (See Dkt. No. 15-1, p. 2, ¶ 5 & Exh. A, Dkt. p. 4 ("Cooley Allonge" to Loan -6950)). Chase's May 18, 2015 response also referred to that same allonge when it stated that "Chase's internal records

indicate that . . . the allonge for loan ending 6950 was executed on or before March 26, 2013." However, in the interest of full and complete discovery of facts that it has recently discovered, Chase wishes to clarify that another, subsequent allonge was executed for Loan -6950 following the execution of the Cooley Allonge.

Based on information discovered through additional investigation as of the date of this supplemental discovery response, the chronology of the two allonges for Loan 6950 is as follows:

March 26, 2013: On or before this date, Ms. Kayla Cooley, as noted above, executed an allonge for this Note (See Exhibit A attached hereto for a true and correct copy of the Cooley Allonge). It therefore remains correct, based on information available as of the date of this supplemental discovery response, that the Cooley Allonge was executed prior to the date of the Notice of Trustee's Sales for such loan.[1] The basis for determination of the execution date of the Cooley allonge is as follows: Attached hereto as Exhibit B is a screen shot that indicates that the Cooley Allonge was uploaded into Chase's imaging repository on March 26, 2013; in addition, the attached screenshot of messages from Chase's system dated March 27, 2013, and attached as Exhibit C hereto (which was also previously produced and attached as Exhibit B to Defendant's Response to Plaintiffs' Amended Second Motion for Sanctions in this action) indicates that the Cooley Allonge had been executed and transmitted to foreclosure counsel by that date.

November 5, 2014: Recent investigation indicates that another allonge for Loan -6950 was executed by Kimberly Allen (the "Allen Allonge") on or about November 5, 2014. The

[1] The Notice of Trustee's Sale was created on or about September 25, 2013 for Loan -6950 (See Doc. No. JPMC001028-1043, the previously produced Notice of Trustee's Sale).

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source of that date is set forth on the first page of Exhibit D attached hereto, which is a true and correct copy of such Allonge, along with a transmittal sheet for such Allonge. The screenshot attached hereto as Exhibit E indicates November 18, 2014 as the date of imaging of the Allen Allonge.

Dated: October 20th, 2015.

Respectfully submitted,

NELSON, MULLINS, RILEY & SCARBOROUGH LLP

By: _____

James P. Catalano (BPRN 18585)
James A. Haltom (BPRN 28495)
150 Fourth Avenue, North, Suite 1100
Nashville, TN 37219
Jim.catalano@nelsonmullins.com
(615) 664-5303
James.haltom@nelsonmullins.com
(615) 664-5339

Mark A. Stafford (BPRN 031913)
(N.C. State Bar No. 16835)
380 Knollwood Street, Suite 530
Winston-Salem, NC 27103
Phone: (336) 774-3333
Fax: (336) 774-3299
Email: mark.stafford@nelsonmullins.com
(615) 590-1540
Attorney for Defendant

VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF KINGS)

I, Joseph G. Devine, Jr., an authorized signer of JPMorgan Chase Bank, N.A., hereby certify that I have read the foregoing Defendant's Amended Supplemental Response to Plaintiffs' First Set of Interrogatories. Based on my review of the business record, the facts contained in Defendant's Amended Supplemental Response to Plaintiffs' First Set of Interrogatories are true and correct to the best of my knowledge, information and belief. I am not attesting to any legal conclusions, legal statutes, legal opinion, and or legal objections.

This the 19th day of October, 2015.

JPMorgan Chase Bank, N.A.

By: Joseph G. Devine, Jr.
Title: Authorized Signer

STATE OF NEW YORK

COUNTY OF KINGS

Sworn to and subscribed before me, this the 19th day of October, 2015.

Notary Public
My commission expires: October 22, 2016

CHERELL BEDDARD
Notary Public, State of New York
Qualified in Nassau County
No. 02BE0270829
My Commission Expires 10-22-2016

CERTIFICATE OF SERVICE

I certify that the foregoing document has been served upon all counsel of record for the parties at interest in this cause by placing a true and correct copy of same in a Federal Express envelope and by email to each attorney of record as follows:

Ernest Henry Neels, III
skip@neelslaw.com
The Law Office of Ernest Henry Neels, III
220 East Main Street, #A
Gallatin, TN 37066-2909
Counsel for Plaintiffs

Dated: October 20, 2015.

MARK A. STAFFORD

~#4833-2291-2809 - 11281/02035~

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

MAX DAEE and TONI DAEE,	)	
	)	
Plaintiff,	)	**Case No. 3:13-cv-1332**
	)	**Judge Aleta A. Trauger**
v.	)	
	)	
JP MORGAN CHASE BANK, N.A.,	)	
	)	
Defendant.	)	

MEMORANDUM

Pending before the court are multiple motions filed by both parties. The plaintiffs have filed a Motion for Sanctions Against Defendant for Violation of Fed. R. Civ. P. 37 (Docket No. 47) ("Motion for Sanctions"), to which the defendant has filed a Response in opposition (Docket No. 52), and the plaintiffs have filed a Reply (Docket No. 53).[1] The plaintiffs have also filed a Motion to Compel the Defendant to Provide Court Ordered Deposition Testimony and For Sanctions (Docket No. 57) ("Motion to Compel"), to which the defendant has filed a Response in opposition (Docket No. 59), and the plaintiffs have filed a Reply (Docket No. 62). The plaintiffs have also filed a Motion for Summary Judgment (Docket No. 60) and a Motion to Withdraw Untimely Response Argument (Docket No. 63). The defendant has filed a Second Motion for Summary Judgment (Docket No. 54), to which the plaintiffs have filed a Response in opposition (Docket No. 61).

For the reasons stated herein, the plaintiffs' Motion for Sanctions, Motion to Compel, and Motion to Withdraw Untimely Response Argument will be granted, the court will award fees and

[1] One point of clarification: The title of the plaintiffs' Motion for Sanctions is a bit of a misnomer. Rule 37 specifies sanctions for violations of court orders and *other* federal rules.

BP Investigative Agency
Exhibit 10

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expenses in favor of the plaintiffs, the court will order the defendant to supplement certain interrogatory responses, and the court will deny the Rule 56 motions as moot.

BACKGROUND

This case concerns efforts by the defendant, JP Morgan Chase Bank, N.A. ("Chase"), to collect on two mortgage loans on which the plaintiffs defaulted and to foreclose on the plaintiffs' properties. The court summarized the procedural history and certain facts (based on the record at the time) in its October 10, 2014 Memorandum & Order (Docket No. 25), familiarity with which is assumed.

I. Basic Facts of the Case[2]

On December 3, 1998, the plaintiffs refinanced two rental homes in Hendersonville, Tennessee (the "Properties"). The plaintiffs executed two Adjustable Rate Notes in favor of Chase (the "Notes") and, as security for the Notes, executed Deeds of Trust in favor of Chase (the "Deeds of Trust") relating to each of the two refinanced Properties. The Notes state that the plaintiffs "understand that the Lender may transfer the Note;" the Deeds of Trust state that "[t]he Note (together with this security instrument) may be sold one or more times without prior notice to the borrower." Chase recorded the Deeds of Trust with the Sumner County Register of Deeds on December 8 and 9, 1998.

On December 17, 1998 (two weeks after executing the Notes and the Deeds of Trust), Chase endorsed over the Deeds of Trust and associated Notes to Citibank (the "Assignments").

[2] For reasons explained herein, the court does not reach the merits of the parties' Rule 56 motions, which are not yet fully briefed, and the court will permit the plaintiffs to complete fact discovery. The court's summary of the facts is drawn from the existing (incomplete) record and should not be construed as definitive findings by the court as to the undisputed and disputed facts of the case.

Chase Assistant Treasurers Jackie Fouche and Luis A. Martinez executed one of the Assignments; Fouche and Chase Assistant Treasurer Barbara Eddowes executed the other. Both Assignments contain identical language, stating that Chase has "endorsed" to Citibank all of its interest as "holder" of the Deeds of Trust and associated Notes. It also states that it "hereby constitutes and appoints the Assignee its attorney irrevocable to collect and receive said debt, and to foreclose, enforce, and satisfy said lien." Unlike the Deeds of Trust, the Assignments were not contemporaneously recorded. Chase recorded the stamped Assignments in the Sumner County Registry of Deeds on May 22, 2000.[3]

At an unspecified time, Chase Assistant Treasurer Amanda Munoz affixed a signed stamp to each Note, which states, in relevant part: "Pay to the order of Citibank, N.A., as trustee, WITHOUT RECOURSE. Chase Manhattan Mortgage Corporation."

On an unspecified date, Chase Vice Presidents Kayla Cooley and Tina Richard signed an allonge to each note (the "Allonges"), in which (a) Chase purported to act as "attorney in fact" for Citibank and (b) in that capacity, endorsed the Notes back to Chase "without recourse." The Allonges are undated and were not recorded. Thus, the public record continued to reflect only the initial Assignments to Citibank, but not the purported Allonges endorsing Citibank's interests back to Chase.

Although the factual record is not developed, it appears that Chase continued to service the mortgage, notwithstanding the Assignments to Citibank. In 2004 and 2008, Chase attempted

[3] It is not clear from the record why Chase waited 17 months from the date of the Assignments to record them.

to "enforce the Notes" in some fashion.[4] The plaintiffs fell behind in making payments in 2008, at which point Chase initiated foreclosure proceedings. Chase scheduled foreclosure sales for November 4, 2013, leading to this lawsuit.

II. State Court Proceedings and Removal

On October 30, 2013, the plaintiffs filed this case in Sumner County Chancery Court as a "Petition to Stay Foreclosure." (Docket No. 1, Ex. A at PageID #: 6-10.)[5] In their initial Petition, the plaintiffs alleged that, after falling behind in their mortgage payments, they had unsuccessfully attempted to negotiate with Chase. They contended that, in its negotiation and in its initiation of foreclosure proceedings, Chase had violated federal and state debt collection practice regulations. (Petition to Stay Foreclosure ¶ 6.) The initial Petition asked the Chancery Court to stay the foreclosures and to permit the plaintiffs to pursue "any and all private rights and causes of action to which they are entitled . . . ." (*Id.* ¶ 7.) Chase reset the foreclosure sales for December 4, 2014. (Docket No. 1, Ex. A, at PageID #: 14, Notice of Preliminary Hearing Reset.) Chase initially filed a Motion to Dismiss, in which Chase argued that the plaintiffs' Petition failed to state a claim. (Docket No. 1, Ex. A, Motion to Dismiss by JP Morgan Chase and Memorandum Supporting Motion to Dismiss by Defendant JP Morgan Chase, at PageID #: 15-20.)

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[4] The plaintiffs have referenced efforts by Chase to "enforce the notes" in multiple filings, a point that Chase does not appear to dispute. Neither party has explained the nature of the 2004 enforcement efforts.

[5] The defendants attached the entire state court docket as Exhibit A to its Notice of Removal. That docket entry does not contain Page ID numbers. Therefore, the court will refer to the names of particular state court filings herein.

The plaintiffs sought leave to file an Amended Petition, in which they alleged that, as reflected in the recorded Assignments, Chase was not a "holder" entitled to enforce the instruments because it had assigned its interests to Citibank. The plaintiffs alleged that Chase had erroneously and fraudulently accepted mortgage payments from them, that Chase had fraudulently held itself out as the holder during loan modification negotiations, that Chase initiated foreclosure proceedings without authority to do so, that the plaintiffs faced a risk that Citibank would attempt to collect on the debts or foreclose on the Properties based on Citibank's rights under the Assignments, and that the plaintiffs therefore faced the potential for double liability. The Amended Petition attached copies of the Deeds of Trust and Assignments at issue. Chase substituted counsel, voluntarily retracted its Motion to Dismiss the original Petition, removed the case to this court based on diversity jurisdiction on November 27, 2013 (Docket No. 1), and agreed to defer the foreclosure sales until January 3, 2014.

III. The Complaint

Following removal, on December 16, 2014, the plaintiffs filed an Amended Petition for Injunction to Stay the Sale of Real Estate Conveyed by Deed of Trust and Complaint for Damages, which the court will refer to as the "Complaint." (Docket No. 7.) Chase apparently deferred the foreclosure sales.

In the Complaint, the plaintiffs allege that the recorded Assignments to Citibank were effective as a "special endorsement" under Tenn. Code Ann. § 47-3-205(a), that no subsequent assignments were recorded in Sumner County, that Citibank (not Chase) therefore was entitled to hold the notes and enforce them from December 1998 forward, that Chase violated Tenn. Code Ann. § 47-3-412 and the Assignments' terms by collecting mortgage payments from 1998 through 2008, and that Chase initiated wrongful foreclosure proceedings in which it failed to list

Citibank as the trustee. The plaintiffs also alleged that Chase engaged in "unlawful and unethical pre-foreclosure tactics" by walking unannounced into the homes (which were occupied by rental tenants), presenting foreclosure documents to the tenants, changing locks on the doors of one of the Properties, and placing large postings on the Properties stating that they were subject to foreclosure. The plaintiffs alleged that these tactics, which allegedly spanned five years, caused the tenants not pay rent to the plaintiffs and to move out prematurely, resulting in over $100,000 in lost rental income.

In their Complaint, the plaintiffs acknowledged that (1) based on a "[p]reliminary unofficial inquiry to Citibank," Citibank had no record of the Assignments or that it became a holder of the Notes under Tennessee law, (2) Citibank had not, to date, attempted to collect, receive, or foreclose on the Notes, and (3) "[b]ased on interactions between [the plaintiffs] and the Defendant," Chase never modified the plaintiffs' account in Chase's internal system to reflect that Citibank was the assignee of the Deeds and holder of the Notes, as reflected in the recorded Assignments. The plaintiffs alleged that Chase simply ignored (intentionally or unintentionally) the Assignments, notwithstanding the special endorsements stated therein. Thus, the plaintiffs alleged that Chase's servicing of the debt, attempts to renegotiate the debt, and efforts to foreclose on the debt were all unlawful. The plaintiffs demanded a refund of all payments made to Chase, an injunction against foreclosure proceedings by Chase, damages related to the foreclosure proceedings, a release of all claims against the plaintiffs, and that Chase pay Citibank for the plaintiffs' (alleged) liability to Citibank.

IV. Post-Complaint Proceedings

A. The CMO and the Presentation of the Allonges to the Plaintiffs

On January 15, 2014, the court issued an initial Case Management Order ("CMO"). (Docket No. 13.). In the plaintiffs' theory of the case, the plaintiffs contended that Chase had specially endorsed and sent the Notes to Citibank about two weeks after Chase had lent the money to the plaintiffs and that Chase had no authority to collect on the underlying debts or to initiate foreclosure proceedings. In response, among other things, Chase argued that it was "the proper holder and/or servicer of the loan in question," although it did not explain why. The CMO set a fact discovery deadline of September 10, 2014 and a dispositive motion deadline of November 21, 2014. The court set a trial date of March 26, 2015.

In an effort to demonstrate its current holder status, Chase presented the Allonges to the plaintiffs in March 2014. Presumably, Chase did so to show the plaintiffs why the recorded Assignments were only "half the story," because Citibank (via Chase's employees acting under power of attorney for Citibank) had endorsed Citibank's interest back to Chase, at an unspecified time. Chase believed that the Allonges definitively established Chase's holder status and that, in light of the Allonges, the plaintiffs should nonsuit their case. The plaintiffs did not oblige.

B. Chase's First Motion for Summary Judgment

On May 21, 2015 – early in the fact discovery period and months in advance of the Rule 56 deadline – Chase filed a Motion for Summary Judgment ("First Motion for Summary Judgment"). (Docket No. 15.) In its opening Memorandum of Law (Docket No. 16), Chase argued that it was a "holder" because it possessed the Notes and because it was identified as the person to whom a special endorsement (from Citibank back to Chase) had been made. In other words, as Chase had contended to the plaintiffs in private discussions, Chase urged the court to find that (a) both the Assignments (from Chase to Citibank) and the Allonges (from Citibank back to Chase) were valid and effective, and (b) that Chase therefore was a holder of the Notes

entitled to enforce them against the plaintiffs. The plaintiffs opposed the motion and argued that discovery was warranted for several reasons. (*See* Docket No. 18.) Among other areas of inquiry, the plaintiffs sought to investigate whether (as Chase contended) the undated Allonges from Citibank back to Chase were executed and effective *before* Chase attempted to enforce the Notes in 2004 and 2008.

Chase's Reply brief articulated new arguments that it had not raised in its opening brief, including a standing challenge in which it contended that the plaintiffs lacked standing to challenge the validity and enforceability of the Allonges. (*See* Docket No. 22.)

In an October 10, 2014 Memorandum and Order, the court found that Chase's explanations of the assignment of "holder" status from Chase to Citibank, and back, were incomplete and unsupported in multiple respects. (Docket No. 25.) Among other things, the court observed that (1) Chase had not shown that it in fact had power of attorney to execute the Allonges; (2) it was unclear whether Chase had transferred possession of the Notes to Citibank in the first place; (3) Chase had not proven that there was no risk of double payment; and (4) even if Chase were correct that it became a holder or transferee of the Notes because of the Allonges, Chase had not shown when that transaction occurred (*i.e.*, that it had occurred *before* Chase enforced the Notes). In light of these ambiguities, the court found that development of the factual record was warranted, that summary judgment was premature, and that the plaintiffs were entitled to discovery.

C. Discovery Through January 13, 2015

On June 9, 2014 (soon after Chase had filed its early Rule 56 motion), the plaintiffs served discovery requests on Chase, including interrogatories and requests for production.[6] Chase responded to some of the plaintiffs' requests with boilerplate information, Chase did not provide clear answers to other questions concerning crucial issues in the case (such as facts relating to the negotiation of the Notes to Citibank and back), and Chase did not produce a record showing that Chase had the power of attorney to act on behalf of Citibank.[7] On September 9, 2014, the court granted the parties' request to extend the discovery deadline to November 3, 2014. (Docket No. 23.)

Following the court's October 10, 2014 Order, the plaintiffs made repeated requests for a complete production of records and supplemented verified interrogatory responses. Chase maintained that it would do so but that it needed more time. The court granted the parties another extension of the discovery deadline to January 2, 2015 (Docket No. 27), and the court reset the trial date (Docket No. 28.) Chase did not provide supplemental verified responses or a complete production of records by January 2, 2015.

On or about January 6, 2015, the plaintiffs requested a discovery dispute telephone conference, which the court, in a January 8, 2015 Order, set for January 13, 2015. (Docket No. 9.) On January 9, 2015 – after the court had set a date for the conference but before the conference was to take place – Chase produced over 2,100 pages of records to the plaintiffs.

[6] The court did not rule on the First Motion for Summary Judgment until October 10, 2014. The parties conducted discovery while the motion was pending.

[7] It is not clear to the court whether either party appreciated the relevance of Chase's power of attorney until the court's October 10, 2014 Memorandum & Order.

That production did not include a document reflecting Chase's power of attorney to act on behalf of Citibank.

Between August 15, 2014 and January 6, 2015, when the plaintiffs requested a discovery dispute telephone conference, the plaintiffs also sought to depose certain current and former Chase employees. The plaintiffs' Motion to Compel chronicles their efforts, which began in August 15, 2014, when the plaintiffs requested to depose six people once Chase had responded to written discovery. Those six people included Fouche, Martinez, and Eddowes (the Assistant Treasurers who had signed the Assignments to Citibank), Munoz (who had affixed the stamps to the Assignments at an unspecified time), and Cooley and Richard (the Chase Vice Presidents who had signed the Allonges from Citibank back to Chase).

On October 16, 2014 (six days after the court denied Chase's Rule 56 motion), the plaintiffs renewed their request to depose those six individuals and reiterated their request for written discovery responses before depositions would take place. At some point before November 18, 2014, Chase informed the plaintiffs that Fouche and Munoz were not employed by Chase. On November 18, 2014, the plaintiffs reiterated their request for depositions, conditioned on written discovery responses that Chase still had not provided. The plaintiffs also asked for last known addresses for Fouche and Munoz. Chase's counsel responded by stating that Chase was working diligently to provide revised discovery responses, that Chase would "work to coordinate deposition dates," and that the prospective deponents worked in Tampa, Florida, and Monroe, Louisiana.

On December 3 and December 8, 2014, the plaintiffs sent emails to Chase, reiterating their request for depositions, again offering potential deposition dates, and again stating that discovery responses had not been received. On December 31, 2014, plaintiffs' counsel again

emailed Chase to request formal answers to written discovery and to request deposition dates. On January 6, 2015, after Chase had failed to respond to discovery by January 2, 2015 (as it had been ordered to do), the plaintiffs again requested deposition dates, last known addresses for the two former employees, a job description for each deponent, and a copy of their personnel files.

On January 9, 2015, Chase responded to the plaintiffs' request, making additional factual representations and changing its position concerning the plaintiffs' requested depositions. Among other things, Chase represented that (1) no one at Chase was aware of any employees, supervisors, or agents that had independent personal knowledge of the facts surrounding the assignments or endorsements, (2) Chase had received an affidavit from Citibank (which it had provided to the plaintiffs in November 2014) showing that Chase claimed no title or interest in the loans, and (3) Chase had always maintained physical possession of the Notes. In light of these facts, Chase represented to the plaintiffs that Chase was always the holder of the Notes, thereby rendering irrelevant any further discovery related to the chain of title, including the power of attorney, the Allonges, and the like. For the first time, Chase objected to the depositions on the basis that the plaintiffs had never provided formal notices of deposition. Also (apparently) for the first time, Chase objected to providing personnel files and job descriptions for the requested deponents, absent a formal discovery request. Chase represented that it was "working on an affidavit" that would reflect Chase's continued possession of the Notes and that Chase would permit that affiant to be deposed once the affidavit was produced.

D. The January 13, 2015 Discovery Conference and Chase's Untimely Discovery

On January 13, 2015, the court held a discovery dispute telephone conference with the parties. The plaintiffs complained that Chase had only recently produced records – *after* the January 2, 2015 fact discovery deadline – that Chase had not produced a document reflecting

power of attorney, that Chase still had not provided verified supplemental discovery responses, and that Chase had objected to producing certain fact witnesses for deposition. Counsel for Chase represented that Chase had been unable to locate a power of attorney document, despite a diligent search, and that Chase was prepared to stipulate to its inability to locate that record. In terms of its representations to the court concerning negotiation of the Notes, Chase changed its position yet again, claiming that Citibank had *never* acquired any interest in the Notes because the Notes were never physically transferred to Citibank.[8] In other words, after filing a Motion for Summary Judgment premised on the notion that Assignments and Allonges demonstrated Chase's right to enforce the Notes (and that the court should grant judgment in their favor on that basis), Chase took the position at the conference that the Allonges and endorsement were actually *irrelevant* to the court's resolution of the case. Chase also countered that the requested depositions were unnecessary in light of those facts.

On January 13, 2015, following the conference, the court ordered Chase to respond to all outstanding discovery requests by February 13, 2015, reset the fact discovery deadline to March 15, 2015, and reset the Rule 56 deadline to April 15, 2015. The court also stated that the parties could file a motion (a Motion to Compel from the plaintiffs or a Motion for Protective Order from Chase) if they could not resolve their dispute concerning depositions.[9]

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[8] The court was unaware of the parties' dialogue concerning this issue following the October 10, 2014 ruling on Chase's Rule 56 motion.

[9] The plaintiffs contend that the court granted them leave to depose the requested witnesses. That is incorrect: as the court's January 13, 2015 Order stated, the court did not order any depositions to take place; instead, the court granted the parties leave to file a motion concerning the issue. During the conference, the court did express skepticism of Chase's position concerning depositions, although it ultimately reserved ruling on the issue until presented by motion.

Chase did not furnish final discovery responses by February 13, 2015. Instead, at 4:18 p.m. on that date, Chase filed a request for a further extension of time to February 27, 2015 (Docket No. 33), which the plaintiffs opposed (Docket No. 34). The court denied the extension request. (Docket No. 35.) Nevertheless, Chase served two documents on the plaintiffs after the deadline. First, on February 18, 2015, it produced a document styled as a "Limited Power of Attorney," which is dated February 4, 2005 and signed by Chase Assistant Vice President Alice Miller and Citibank Vice President Kristen Discoll. Second, on February 27, 2015, Chase served verified supplemental interrogatory responses, which are signed by an employee named David Bessas and, in large part, rely on the late-produced power of attorney document. As the plaintiffs have pointed out in subsequent filings, these documents contain some curious ambiguities. For instance, the Limited Power of Attorney applies to "certain mortgage loans," but it is not evident from the face of the document that the plaintiffs' loans were subject to that agreement. In its interrogatory requests, the plaintiffs asked Chase to state the basis for its position that Chase executed the Allonges as Attorney in Fact for Citibank, to which Chase responds by referring the plaintiffs to "the relevant Power of Attorney" (*i.e.*, the Limited Power of Attorney document). The plaintiffs also asked when Chase executed the Allonges, to which Chase responded that "the allonges were executed shortly before the foreclosure proceedings at issue in this case began" – but Chase did not a provide a date or a more specific time frame. In response to the plaintiffs' interrogatory about whether Chase ever had a servicing agreement with Citibank concerning the plaintiffs' loans, Chase stated that it did not, because it had owned the loans at issue all along.[10]

[10] It is not clear to the court how that position comports with the terms of the Limited Power of Attorney, which describes Chase as the "Master Servicer" for Citibank and which Chase

E. The Plaintiffs' Motion for Sanctions

On February 25, 2015 – after Chase served the power of attorney document and before Chase filed its supplemental interrogatory responses, the plaintiffs filed a Motion for Sanctions under Rule 37, asking the court to sanction Chase for failing to complete its written discovery by the February 13, 2015 deadline. The plaintiffs urge the court to impose the following sanctions: (1) treat certain facts as established,[11] (2) prohibit Chase from supporting certain defenses or opposing certain claims, or from introducing designated matters into evidence,[12] and (3) impose

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suggests was the basis for its position (or at least its previous position) that the Allonges were effective. Perhaps one could construe Chase's answer to Interrogatory No. 3 as simply indicating why it *previously* contended that it had power of attorney to act for Citibank, even though it now believes that the document is irrelevant because Chase never transferred possession, never relinquished ownership, and never lost its status as "holder" of the loans in the first place. Nevertheless, the court agrees with the plaintiffs that Chase's responses are not models of clarity.

[11] The plaintiffs have asked the court to find that the following facts are established: (1) Chase did not have authority to execute the allonges as Attorney in Fact for Citibank; (2) the dating of the allonges has no bearing on Chase's lack of a right to initiate foreclosure proceedings; (3) Chase never had a servicing agreement with Citibank; (4) Chase had no basis for initiating foreclosure proceedings; (5) Mr. and Mrs. Daee owe no arrears or payments due under the current notes or mortgages to the Chase, and there is no basis for any amount to be due; (6) the presence or absence of any benefit from the sale of the notes to Citibank has no bearing on Chase's lack of a right to initiate foreclosure proceedings; (7) whether or not Chase sent the Notes or Deeds of Trust to Citibank after it assigned the Deeds of Trust and endorsed the Notes to Citibank on December 17, 1998 has no bearing on Citibank's lack of a right to initiate foreclosure proceedings; (8) whether or not Chase received the Notes or Deeds of Trust from Citibank after Chase executed the Allonges has no bearing on Citibank's lack of a right to initiate foreclosure proceedings; and (9) whether or not Chase has been paid by a default insurance policy has no bearing on Chase's lack of a right to initiate foreclosure proceedings.

[12] The plaintiffs urge the court to bar Chase from introducing evidence produced after February 13, 2015 that Chase claims would support (1) its own authority to act as Citibank's attorney in fact when it executed the Allonges, (2) its allegation that it sent Citibank any documents related to the Notes, the Deeds of Trust, and the Properties, (3) its allegation that Citibank sent Chase

monetary sanctions on Chase for costs associated with the Motion for Sanctions, including $2,500 related to the discovery dispute telephone conference (including preparation, attendance, and follow-up) and $5,000 related to the expedited Motion for Sanctions and the earlier Response in opposition to Chase's Motion to Extend Written Discovery Deadlines. (Docket Nos. 47 and 49.)[13]

In Response, Chase contends that its failure to meet the deadline was justifiable, that the plaintiffs were not prejudiced by the untimely disclosures, and that, in light of the disclosures, many of the plaintiffs' objections concerning the interrogatory responses are irrelevant. Chase also argues that the plaintiffs' request to establish certain facts are "nonsensical" and, in some instances, conflict with allegations in the plaintiffs' Complaint or facts that have otherwise been established. Finally, Chase contends that the monetary sanctions requested by the plaintiffs are inflated and unsupported. In their Reply, the plaintiffs argue that the court should strike the Limited Power of Attorney and verified supplemental interrogatory responses attached to Chase's motion, that Chase's delay is prejudicial to the plaintiffs, and that the requested

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any documents concerning the Notes, Deeds of Trust, or the Properties, and (4) any evidence showing that it had a servicing agreement with Citibank.

[13] On March 4, 2015, plaintiffs' counsel filed an Affidavit of Attorney Fees, in which plaintiffs' counsel avers that it cost him $2,500 in reimbursable fees and expenses to prepare for, attend, and "follow" up after the discovery dispute telephone conference, and that "the attorney fees for the expedited preparation of and filing" the Motion for Sanctions . . . was [sic] $5,000[.]" Mr. Neels' affidavit does not set forth an hourly rate or allot time to particular tasks – it simply provides two aggregate numbers. In their Reply, the plaintiffs contend that the $2,500 figure reflects 6.4 hours of work at $395 per hour, although plaintiffs' counsel did not file a supplemental affidavit to that effect.

sanctions are justified.[14] The plaintiffs also contend that Chase has not adequately responded to Interrogatories Nos. 4 and 6.

F. Deposition Discovery Efforts and the Motion to Compel Depositions

On February 22, 2015, the plaintiffs served (a) notices of deposition for five Chase employees, including four individuals they had previously requested and Ms. Miller, and (b) copies of subpoenas issued to former employees Eddowes and Fouche. On March 2, 2015, the plaintiffs emailed proposed deposition dates and times to Chase. Although Chase had represented months earlier that the deponents were located in Florida and Louisiana, counsel for Chase represented that it was trying to locate the deponents. Also, Chase represented that it was unsure whether the plaintiffs had requested last known addresses for the deponents, even though the plaintiffs had requested that information multiple times. The general tone of the email indicates that Chase was prepared to present the current employees for deposition, stating that "[w]orking together to set these at a convenient time for all would likely be the best option."

On March 4, 2015, the plaintiffs emailed Chase a deposition notice for the deposition of David Bessas, the individual who signed the supplemental interrogatory responses. The plaintiffs provided multiple dates over a three-week period to take depositions of Bessas and other individuals. In its response to that request, Chase represented, apparently for the first time, that it was not prepared to present its employees for deposition based on deposition notices, and that the plaintiffs would need to subpoena the employees. In an effort to comply, the plaintiffs asked for dates and times to place on the subpoenas. On March 9, 2015, the plaintiffs again

[14] The plaintiffs also argued that the court should treat the Motion for Sanctions as unopposed because Chase's Response was filed late. The plaintiffs have moved to withdraw that argument. (Docket No. 63.)

requested dates and times to place on the subpoenas before serving them. To accommodate these depositions, the parties requested and received an extension of the deposition deadline to March 31, 2015. As of March 31, 2015, Chase had not provided dates or times for the depositions.

On March 31, 2015, the plaintiffs filed the instant Motion to Compel (Docket No. 57), in which they (1) seek to compel depositions of six Chase employees, including Miller, Bessas, Cooley, Martinez, Richard, and Munoz, (2) request that the court reset the dispositive motion deadline to May 15, 2015 and reset the trial date, and (3) impose sanctions on Chase by granting the plaintiffs their fees associated with the Motion to Compel.[15] On April 15, 2015, Chase filed a Response in opposition to the motion. (Docket No. 59.)

G. Motions for Summary Judgment

On March 30, 2015 (one day before the plaintiffs filed their Motion to Compel), Chase filed a Second Motion for Summary Judgment (Docket No. 54) with a supporting Memorandum of Law (Docket No. 55), and a Statement of Undisputed Material Facts ("SUMF") (Docket No. 56), The motion attaches and relies upon, *inter alia*, the late-served verified interrogatory responses and Limited Power of Attorney, a November 20, 2014 affidavit from Citibank (in which Citibank disclaims any claim for payment concerning the plaintiffs' loans), and a sworn affirmation from Citibank (in which Citibank states that it could locate no record of a transfer of possession of the Notes to it). On April 20, 2015, the plaintiffs filed a Response in opposition to the motion (Docket No. 69), including a Memorandum of Law (Docket No. 61, Attach. No. 1) and a Response to Chase's SUMF (Docket No. 61, Attach. No. 2).

[15] The plaintiffs did not file an attorney affidavit in support of the fee request relative to their Motion to Compel. However, the plaintiffs stated that, if the motion is granted, they "will submit an affidavit of attorney's fees."

On April 15, 2015, the plaintiffs filed a Motion for Summary Judgment (Docket No. 60), in support of which it has filed a Memorandum of Law (Docket No. 60, Attach. No. 1) and a Statement of Material Facts (Docket No. 60, Attach, No. 2). The plaintiffs contend that the court should grant them a default judgment (a) because granting the Motion for Sanctions and treating certain facts as established essentially compels judgment in the plaintiffs' favor, or (b) even if the the court denies the plaintiffs' Motion for Sanctions and Motion to Compel, the existing record demonstrates that the plaintiffs are entitled to judgment because neither Chase nor Citibank is a "holder" of the Notes. Among other things, the plaintiffs point out several ambiguities and potential contradictions related to the Limited Power of Attorney.

ANALYSIS

I. Applicable Federal Rules

Under Rule 37(b)(2)(A)(ii)-(vii), "[i]f a party . . . fails to obey an order to provide or permit discovery, . . . the court where the action is pending may issue further just orders. They may include the following: (i) directing that the matters embraced in the order or other designated facts be taken as established for purposes of the action, as the prevailing party claims; (ii) prohibiting the disobedient party from supporting or opposing designated claims or defenses, or from introducing designated matters into evidence; (iii) striking pleadings in whole or in part; (iv) staying further proceedings until the order is obeyed; (v) dismissing the action in whole or in part; (vi) rendering a default judgment against the disobedient party; or (vii) treating as contempt of court the failure to obey any order except an order to submit to a physical or mental examination." Furthermore, under Rule 37(b)(2)(C), "[i]nstead of or in addition to the orders above, the court must order the disobedient party, the attorney advising that party, or both to pay the reasonable expenses, including attorney's fees, caused by the failure, unless the failure was

substantially justified or other circumstances make an award of expenses unjust." Under Rule 26(e), a party responding to an interrogatory or a request for production "must supplement or correct its disclosures or response: (A) in a timely manner of the party learns that in some material respect the disclosure or response is incomplete or incorrect, and if the additional or corrective information has not otherwise been made known to the other parties during the discovery process or in writing; or (B) as ordered by the court." If a party fails to comply with Rule 26(e), Rule 37(c) permits the court to (1) preclude the party from using that information or witness to supply evidence on a motion, at a hearing, or at trial, or (2) either (a) order payment of the expenses, including attorney's fees, caused by the failure, (b) inform the jury of the party's failure, or (c) impose "other appropriate sanctions," including any of the orders listed in Rule 37(b)(2)(A)(i)-(vi).

The court retains discretion in applying these rules and fashioning appropriate equitable remedies. *See Tisdale v. Fed. Express Corp.*, 415 F.3d 516, 526 (6th Cir. 2005); *Toth v. Grand Trunk R.R.*, 306 F.3d 335, 343 (6th Cir. 2002); *Roberts ex rel Johnson v. Galen of Va., Inc.*, 325 F.3d 776, 784 (6th Cir. 2003) (clarifying that Rule 37(c)(1) does not mandate exclusion for violating Rules 26(a) or (e)); *Sommer v. Davis*, 317 F.3d 686, 296 (6th Cir. 2003).

Finally, under Rule 16(f), "[o]n motion or on its own, the court may issue *any just orders*, including those authorized by Rule 37(b)(2)(A)(ii)-(vii), if a party or its attorney: . . . (C) fails to obey a scheduling or other pretrial order." (Emphasis added.)

II. Application

The record demonstrates that Chase violated multiple court-ordered deadlines, refused to provide timely responses to written discovery despite repeated requests from the plaintiffs, and dodged efforts to provide employees for depositions.

With respect to interrogatory responses, Chase delayed supplementing its responses to the plaintiffs' interrogatories for months and failed to provide responses by the February 13, 2015 court-ordered deadline. Chase therefore violated the court's pretrial order. In denying Chase's eleventh hour request for an extension of the February 13, 2015, the court already rejected Chase's asserted justifications for its delay, which it repeated in Response to the Motion for Sanctions. Furthermore, the court agrees that the supplemented responses to Interrogatories Nos. 4 and 6 remain vague and only partially responsive.

With respect to its document productions, Chase was supposed to produce records by a January 2, 2015 deadline, but failed to do so. Instead, it produced nearly 2,200 pages of records after the deadline, and only did so after the plaintiffs had requested a discovery dispute telephone conference with the court. Furthermore, although it was a potentially crucial document in the case, Chase did not timely produce the Limited Power of Attorney, even after the court pointed out the significance of that document in its October 10, 2014 Memorandum and Order.

With respect to deposition discovery, Chase "bobbed and weaved" over the span of nearly nine months. It initially suggested that it would present the witnesses through informal discussions. After months of communications with plaintiffs' counsel about these depositions, Chase suddenly objected to presenting witnesses without formal notices of deposition. After the plaintiffs provided the requested notices, Chase then switched positions once more, contending that it would not present the employees for deposition without subpoenas. After receiving the requested subpoenas from the plaintiffs, Chase did not offer deposition dates or otherwise present any witnesses.

Also, it is not lost on the court that Chase has essentially disavowed the basis on which it initially demanded judgment. Chase sought a pre-discovery merits judgment on the basis that

the Assignments and the Allonges were valid and effective. After the court's October 10, 2014 Memorandum pointed out multiple missing steps and unsupported assumptions inherent in Chase's representations to the court, Chase conducted further investigation and has now reversed course, contending that those transactions are *irrelevant*. Chase now essentially takes the position that the documents it recorded with the Sumner County Register of Deeds were (and remain) legally irrelevant and should be ignored in the court's analysis. After months of delay, Chase now claims that no depositions are warranted because, according to Chase, none of the employees or former employees have any personal knowledge of the underlying transactions, and the sworn representations from Citibank demonstrate – definitively – that possession never transferred and that Citibank has no interests to assert.

Chase's delays have also contributed to a cluttered docket that now includes two Rule 56 motions that will be rendered moot by the court's rulings on the Motion for Sanctions and the Motion to Compel. If Chase had timely produced the relevant information, the efforts plaintiffs' counsel has expended relative to those two motions could have been avoided.

The court finds that Chase has delayed these proceedings without substantial justification, prevented the plaintiffs from obtaining necessary discovery, and frustrated this court's ability to make an informed ruling as to whether the plaintiffs or Chase (or neither) is entitled to summary judgment. Chase seems to believe that it can operate on its own schedule, that it can selectively produce records that favor its position (whatever that position may be at a certain point in time), and that it can prevent reasonable inquiry into the veracity of its (shifting) representations and the import of underlying records. The court's orders and the federal rules trump Chase's discovery preferences. Accordingly, sanctions are warranted under both Rule 16 and Rule 37.

With respect to the Motion to Compel, the court finds that the plaintiffs are entitled to take discovery depositions. Although the court did not order Chase to produce employees for deposition, the court finds that the plaintiffs have justified why they should be permitted to take these depositions, which include employees involved in the underlying transactions, the individual who signed the supplemental interrogatory responses, and the individual who signed the Limited Power of Attorney. Although it may be that the facts will ultimately warrant judgment for Chase (as Chase claims), the plaintiffs are entitled to probe Chase's representations by deposing potential witnesses, and the court can hardly fault the plaintiffs for declining to take Chase's factual representations at face value at this point. The court is also not pleased with some of the formalistic objections being raised by Chase's counsel after months of informal discussions.

Chase's tactics have caused the plaintiffs to expend significant time and effort in fruitless endeavors, including (1) seeking written discovery responses and documents from Chase, (2) attempting to schedule depositions, (3) opposing a Motion for Summary Judgment in which Chase asserted positions that it now disclaims, (4) participating in a discovery dispute telephone conference, (5) filing a Motion to Compel and a Motion for Sanctions, both of which have merit, (6) responding to Chase's Second Motion for Summary Judgment, which will be rendered moot by the court's ruling on the plaintiffs' other motions, and (7) filing its own Motion for Summary Judgment on the truncated record, which motion will also be rendered moot by this court's ruling on the Motion for Summary Judgment.

In determining appropriate sanctions for Chase's misconduct, it is within the court's power to grant judgment to the plaintiffs or to preclude Chase from taking certain positions or from relying on late-produced information, including late-filed documents and the supplemental

verified interrogatory responses. Nevertheless, as a general matter, the court is strongly inclined to rule on the merits of an action based on a developed record and an appropriate application of the law to that record. Furthermore, the court is loath to draw factual conclusions that conflict with the underlying evidence or that will cloud the chain of holder status relative to the Notes even further.

In the court's view, the plaintiffs' efforts to (1) obtain discovery, (2) respond to Chase's Second Rule 56 motion, and (3) file their own Rule 56 motion have been all occasioned by Chase's failure to comply with the court's orders and its general discovery obligations. Therefore, in lieu of imposing any other sanctions authorized by the federal rules, the court finds that the plaintiffs are entitled to recover all fees and expenses incurred in each of these three categories.[16] The court declines to impose any of the other sanctions requested by the plaintiffs or otherwise available to the court. With respect to awarding fees and expenses, the attorney affidavit filed with respect to the Motion for Sanctions is insufficiently detailed, the plaintiffs have not filed an attorney affidavit concerning the Motion to Compel, and the court's award encompasses additional tasks beyond these directly addressed in the two motions. Therefore, the court will direct the plaintiffs to file an application for fees and expenses that includes sufficient detail relative to the categories of tasks identified by the court. Although the plaintiffs will not be seeking these fees and expenses by motion under Rule 54, the plaintiffs should utilize the requirements set forth in Local Rule 54.01(b)(3) as a guide for the level of detail required.

[16] As the court understands it, the plaintiffs have been seeking to obtain discovery since June 2014. Following service of discovery, any efforts by the plaintiffs to procure responses or supplemental responses to written discovery or to arrange depositions is recoverable, in addition to attorney time spent with respect to the discovery dispute telephone conference, the Motion for Sanctions and the Motion to Compel (including reply briefs), and the plaintiffs' expedited response to Chase's Motion for Extension of Time.

The court will also order Chase to present all of the requested employee witnesses for deposition, whether through a deposition notice or subpoena.[17] Given that some of these deponents may be located out of state, the court will permit the parties 45 days to conduct these depositions. As to the plaintiffs' argument that two interrogatory responses by the defendant remain deficient, the court will order Chase to supplement its responses by May 18, 2015. With respect to Interrogatory No. 4, Chase must state the specific documents or information on which it bases its answer that "the allonges were executed shortly before the foreclosure proceedings at issue in this case began." With respect to Interrogatory No. 6, Chase must provide dates for the foreclosure proceedings it initiated against the plaintiffs, or state why it cannot provide (or has not provided) those dates. The court's rulings should not be construed as precluding the plaintiffs from conducting meaningful follow-up inquiries concerning information produced after February 13, 2015.[18]

The court will term the pending Rule 56 motions and will reset the dispositive motion deadline. The court will continue the trial date, which will be reset, if appropriate, after the court rules on any dispositive motions filed by the parties.

Although the court does not reach the merits of the Rule 56 motions, the court understands Chase's current position, which is essentially that, no matter how you "cut the cake," the plaintiffs will not prevail. The plaintiffs' position seems to be that *neither* Chase nor Citibank is a "holder" entitled to enforce the Notes. If the plaintiffs contend that *no one* is

[17] The court reserves judgment as to whether it may also award the plaintiffs their fees and expenses that will be incurred in taking these depositions.

[18] For example, the plaintiffs point out that the face of the Limited of Power of Attorney purports to incorporate another document. The plaintiffs are not precluded from requesting a copy of that document.

entitled to enforce the Notes, they are treading on thin ice, because the Sixth Circuit has taken a dim view of lawsuits advancing this type of argument. In *Thomson v. Bank of Am., N.A.*, 773 F.3d 741, 748 (6th Cir. 2014), another mortgage default-related case, the Sixth Circuit observed that, "[o]ver the past few years, the district courts in this circuit, particularly in Tennessee, have entertained a spate of civil actions that advance legal theories similar to Thompson's." In a footnote listing the types of civil actions to which the Sixth Circuit was referring, it cited to the October 10, 2014 Memorandum & Order in *this case*. *Id.* at 748 n.1. The Sixth Circuit described lawsuits like this one as "scattershot affairs, tossing myriad (sometimes contradictory) legal theories at the court to see what sticks," and also characterized them as a form of "creative litigation." *Id.* at 748; *see also Livonia Properties Holdings, LLC v. 12840-12976 Farmington Road Holdings, LLC*, 399 F. App'x 97 (6th Cir. 2010) (stating that, where plaintiff made mortgage payments directly to defendant for years without questioning defendant's right to receive payment and entered into a prenegotiation agreement with the defendant after encountering difficulties in repayment, plaintiff's "current questioning of the mortgage's ownership or assignments appears disingenuous . . . "). Here, particularly where the plaintiffs never objected to paying Chase and where Citibank avers that it claims no interest in Notes or Deeds of Trust, the court is cognizant that Chase may be entitled to judgment. However, as the court stated in its October 10, 2014 Memorandum, the court will not render judgment until the plaintiffs have had a full and fair opportunity to probe Chase's positions. Indeed, if the court had granted Chase's First Motion for Summary Judgment, it appears that the court would have granted judgment on grounds that the supplemented record now contradicts.

On a final note, correspondence on the docket reflects some type of breakdown in the parties' informal efforts to schedule mediation and potential settlement of this matter. The court

once again encourages the parties to attempt to mediate their dispute before incurring additional fees and expenses in this case.

CONCLUSION

For the reasons stated herein, the Motion for Sanctions, the Motion to Compel, and the Motion to Withdraw Argument will be granted, the plaintiffs will be ordered to a file an application for fees and expenses consistent with the instructions set forth in this opinion, Chase will be ordered to serve supplemental interrogatory responses by May 18, 2015, the plaintiffs will have 45 days in which to conduct the six requested depositions, the Rule 56 motions will be denied without prejudice, and the court will reset the dispositive motion deadline.

An appropriate order will enter.

ALETA A. TRAUGER
United States District Judge

PURCHASE AND ASSUMPTION AGREEMENT

WHOLE BANK

AMONG

FEDERAL DEPOSIT INSURANCE CORPORATION,
RECEIVER OF WASHINGTON MUTUAL BANK,
HENDERSON, NEVADA

FEDERAL DEPOSIT INSURANCE CORPORATION

and

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

DATED AS OF

SEPTEMBER 25, 2008

BP Investigative Agency
Exhibit 11

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PURCHASE AND ASSUMPTION AGREEMENT

WHOLE BANK

THIS AGREEMENT, made and entered into as of the 25th day of September, 2008, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER of WASHINGTON MUTUAL BANK, HENDERSON, NEVADA** (the "Receiver"), **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, organized under the laws of the United States of America, and having its principal place of business in Seattle, Washington (the "Assuming Bank"), and the **FEDERAL DEPOSIT INSURANCE CORPORATION**, organized under the laws of the United States of America and having its principal office in Washington, D.C., acting in its corporate capacity (the "Corporation").

WITNESSETH:

WHEREAS, on Bank Closing, the Chartering Authority closed Washington Mutual Bank (the "Failed Bank") pursuant to applicable law and the Corporation was appointed Receiver thereof; and

WHEREAS, the Assuming Bank desires to purchase substantially all of the assets and assume all deposit and substantially all other liabilities of the Failed Bank on the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to 12 U.S.C. Section 1823(c)(2)(A), the Corporation may provide assistance to the Assuming Bank to facilitate the transactions contemplated by this Agreement, which assistance may include indemnification pursuant to Article XII; and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined to provide assistance to the Assuming Bank on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Board has determined pursuant to 12 U.S.C. Section 1823(c)(4)(A) that such assistance is necessary to meet the obligation of the Corporation to provide insurance coverage for the insured deposits in the Failed Bank and is the least costly to the deposit insurance fund of all possible methods for meeting such obligation.

NOW THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article I, or elsewhere in this Agreement. As used herein, words imparting the singular include the plural and vice versa.

"**Accounting Records**" means the general ledger and subsidiary ledgers and supporting schedules which support the general ledger balances.

"**Acquired Subsidiaries**" means Subsidiaries of the Failed Bank acquired pursuant to Section 3.1.

"**Adversely Classified**" means, with respect to any Loan or security, a Loan or security which has been designated in the most recent report of examination as "Substandard," "Doubtful" or "Loss" by the Failed Bank's appropriate Federal or State Chartering Authority or regulator.

"**Affiliate**" of any Person means any director, officer, or employee of that Person and any other Person (i) who is directly or indirectly controlling, or controlled by, or under direct or indirect common control with, such Person, or (ii) who is an affiliate of such Person as the term "affiliate" is defined in Section 2 of the Bank Holding Company Act of 1956, as amended, 12 U.S.C. Section 1841.

"**Agreement**" means this Purchase and Assumption Agreement by and among the Assuming Bank, the Corporation and the Receiver, as amended or otherwise modified from time to time.

"**Assets**" means all assets of the Failed Bank purchased pursuant to Section 3.1. Assets owned by Subsidiaries of the Failed Bank are not "Assets" within the meaning of this definition.

"**Assumed Deposits**" means Deposits.

"**Bank Closing**" means the close of business of the Failed Bank on the date on which the Chartering Authority closed such institution.

"**Bank Premises**" means the banking houses, drive-in banking facilities, and teller facilities (staffed or automated) together with appurtenant parking, storage and service facilities and structures connecting remote facilities to banking houses, and land on which the foregoing are located, that are owned or leased by the Failed Bank and that are occupied by the Failed Bank as of Bank Closing.

"**Bid Amount**" has the meaning provided in Article VII.

"**Book Value**" means, with respect to any Asset and any Liability Assumed, the dollar amount thereof stated on the Accounting Records of the Failed Bank. The Book Value of any item shall be determined as of Bank Closing after adjustments made by the Assuming Bank for normal operational and timing differences in accounts, suspense items, unposted debits and credits, and other similar adjustments or corrections and for setoffs, whether voluntary or involuntary. The Book Value of a Subsidiary of the Failed Bank acquired by the Assuming Bank shall be determined from the investment in subsidiary and related accounts on the "bank only" (unconsolidated) balance sheet of the Failed Bank based on the equity method of accounting. Without limiting the generality of the foregoing, (i) the Book Value of a Liability Assumed shall include all accrued and unpaid interest thereon as of Bank Closing, and (ii) the Book Value of a Loan shall reflect adjustments for earned interest, or unearned interest (as it relates to the "rule of 78s" or add-on-interest loans, as applicable), if any, as of Bank Closing, adjustments for the portion of earned or unearned loan-related credit life and/or disability insurance premiums, if any, attributable to the Failed Bank as of Bank Closing, and adjustments for Failed Bank Advances, if any, in each case as determined for financial reporting purposes. The Book Value of an Asset shall not include any adjustment for loan premiums, discounts or any related deferred income or fees, or general or specific reserves on the Accounting Records of the Failed Bank.

"**Business Day**" means a day other than a Saturday, Sunday, Federal legal holiday or legal holiday under the laws of the State where the Failed Bank is located, or a day on which the principal office of the Corporation is closed.

"**Chartering Authority**" means (i) with respect to a national bank, the Office of the Comptroller of the Currency, (ii) with respect to a Federal savings association or savings bank, the Office of Thrift Supervision, (iii) with respect to a bank or savings institution chartered by a State, the agency of such State charged with primary responsibility for regulating and/or closing banks or savings institutions, as the case may be, (iv) the Corporation in accordance with 12 U.S.C. Section 1821(c), with regard to self appointment, or (v) the appropriate Federal banking agency in accordance with 12 U.S.C. 1821(c)(9).

"**Commitment**" means the unfunded portion of a line of credit or other commitment reflected on the books and records of the Failed Bank to make an extension of credit (or additional advances with respect to a Loan) that was legally binding on the Failed Bank as of Bank Closing, other than extensions of credit pursuant to the credit card business and overdraft protection plans of the Failed Bank, if any.

"**Credit Documents**" mean the agreements, instruments, certificates or other documents at any time evidencing or otherwise relating to, governing or executed in connection with or as security for, a Loan, including without limitation notes, bonds, loan agreements, letter of credit applications, lease financing contracts, banker's acceptances, drafts, interest protection agreements, currency exchange agreements, repurchase agreements, reverse repurchase agreements, guarantees, deeds of trust, mortgages, assignments, security agreements, pledges, subordination or priority agreements, lien priority agreements, undertakings, security instruments, certificates, documents, legal opinions, participation agreements and intercreditor agreements, and all amendments, modifications, renewals, extensions, rearrangements, and substitutions with respect to any of the foregoing.

"**Credit File**" means all Credit Documents and all other credit, collateral, or insurance documents in the possession or custody of the Assuming Bank, or any of its Subsidiaries or Affiliates, relating to an Asset or a Loan included in a Put Notice, or copies of any thereof.

"**Data Processing Lease**" means any lease or licensing agreement, binding on the Failed Bank as of Bank Closing, the subject of which is data processing equipment or computer hardware or software used in connection with data processing activities. A lease or licensing agreement for computer software used in connection with data processing activities shall constitute a Data Processing Lease regardless of whether such lease or licensing agreement also covers data processing equipment.

"**Deposit**" means a deposit as defined in 12 U.S.C. Section 1813(l), including without limitation, outstanding cashier's checks and other official checks and all uncollected items included in the depositors' balances and credited on the books and records of the Failed Bank; provided, that the term "Deposit" shall not include all or any portion of those deposit balances which, in the discretion of the Receiver or the Corporation, (i) may be required to satisfy it for any liquidated or contingent liability of any depositor arising from an unauthorized or unlawful transaction, or (ii) may be needed to provide payment of any liability of any depositor to the Failed Bank or the Receiver, including the liability of any depositor as a director or officer of the Failed Bank, whether or not the amount of the liability is or can be determined as of Bank Closing.

"**Failed Bank Advances**" means the total sums paid by the Failed Bank to (i) protect its lien position, (ii) pay ad valorem taxes and hazard insurance, and (iii) pay credit life insurance, accident and health insurance, and vendor's single interest insurance.

"**Fixtures**" means those leasehold improvements, additions, alterations and installations constituting all or a part of Bank Premises and which were acquired, added, built, installed or purchased at the expense of the Failed Bank, regardless of the holder of legal title thereto as of Bank Closing.

"**Furniture and Equipment**" means the furniture and equipment (other than leased data processing equipment, including hardware and software), leased or owned by the Failed Bank and reflected on the books of the Failed Bank as of Bank Closing, including without limitation automated teller machines, carpeting, furniture, office machinery (including personal computers), shelving, office supplies, telephone, surveillance and security systems, and artwork.

"**Indemnitees**" means, except as provided in paragraph (11) of Section 12.1(b), (i) the Assuming Bank, (ii) the Subsidiaries and Affiliates of the Assuming Bank other than any Subsidiaries or Affiliates of the Failed Bank that are or become Subsidiaries or Affiliates of the Assuming Bank, and (iii) the directors, officers, employees and agents of the Assuming Bank and its Subsidiaries and Affiliates who are not also present or former directors, officers, employees or agents of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank.

"**Initial Payment**" means the payment made pursuant to Article VII, the amount of which shall be either (i) if the Bid Amount is positive, the Bid Amount plus the Required Payment or (ii) if the Bid Amount is negative, the Required Payment minus the Bid Amount. The Initial Payment shall be payable by the Corporation to the Assuming Bank if the Initial Payment is a negative amount. The Initial Payment shall be payable by the Assuming Bank to the Corporation if the Initial Payment is positive.

"**Legal Balance**" means the amount of indebtedness legally owed by an Obligor with respect to a Loan, including principal and accrued and unpaid interest, late fees, attorneys' fees and expenses, taxes, insurance premiums, and similar charges, if any.

"**Liabilities Assumed**" has the meaning provided in Section 2.1.

"**Lien**" means any mortgage, lien, pledge, charge, assignment for security purposes, security interest, or encumbrance of any kind with respect to an Asset, including any conditional sale agreement or capital lease or other title retention agreement relating to such Asset.

"**Loans**" means all of the following owed to or held by the Failed Bank as of Bank Closing:

(i) loans (including loans which have been charged off the Accounting Records of the Failed Bank in whole or in part prior to Bank Closing), participation agreements, interests in participations, overdrafts of customers (including but not limited to overdrafts made pursuant to an overdraft protection plan or similar extensions of credit in connection with a deposit account), revolving commercial lines of credit, home equity lines of credit, Commitments, United States and/or State-guaranteed student loans, and lease financing contracts;

(ii) all Liens, rights (including rights of set-off), remedies, powers, privileges, demands, claims, priorities, equities and benefits owned or held by, or accruing or to accrue to or for the benefit of, the holder of the obligations or instruments referred to in clause (i) above, including but not limited to those arising under or based upon Credit Documents, casualty insurance policies and binders, standby letters of credit, mortgagee title insurance policies and binders, payment bonds and performance bonds at any time and from time to time existing with respect to any of the obligations or instruments referred to in clause (i) above; and

(iii) all amendments, modifications, renewals, extensions, refinancings, and refundings of or for any of the foregoing;

provided, that there shall be excluded from the definition of "Loans" amounts owing under Qualified Financial Contracts.

"**Obligor**" means each Person liable for the full or partial payment or performance of any Loan, whether such Person is obligated directly, indirectly, primarily, secondarily, jointly, or severally.

"**Other Real Estate**" means all interests in real estate (other than Bank Premises and Fixtures), including but not limited to mineral rights, leasehold rights, condominium and cooperative interests, air rights and development rights that are owned by the Failed Bank.

"**Payment Date**" means the first Business Day after Bank Closing.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof, excluding the Corporation.

"**Primary Indemnitor**" means any Person (other than the Assuming Bank or any of its Affiliates) who is obligated to indemnify or insure, or otherwise make payments (including payments on account of claims made against) to or on behalf of any Person in connection with the claims covered under Article XII, including without limitation any insurer issuing any directors and officers liability policy or any Person issuing a financial institution bond or banker's blanket bond.

"**Proforma**" means producing a balance sheet that reflects a reasonably accurate financial statement of the Failed Bank through the date of closing. The Proforma financial statements serve as a basis for the opening entries of both the Assuming Bank and the Receiver.

"**Put Date**" has the meaning provided in Section 3.4.

"**Put Notice**" has the meaning provided in Section 3.4.

"**Qualified Financial Contract**" means a qualified financial contract as defined in 12 U.S.C. Section 1821(e)(8)(D).

"**Record**" means any document, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy) of the Failed Bank generated or maintained by the Failed Bank that is owned by or in the possession of the Receiver at Bank Closing.

"**Related Liability**" with respect to any Asset means any liability existing and reflected on the Accounting Records of the Failed Bank as of Bank Closing for (i) indebtedness secured by mortgages, deeds of trust, chattel mortgages, security interests or other liens on or affecting such Asset, (ii) ad valorem taxes applicable to such Asset, and (iii) any other obligation determined by the Receiver to be directly related to such Asset.

"**Related Liability Amount**" with respect to any Related Liability on the books of the Assuming Bank, means the amount of such Related Liability as stated on the Accounting Records of the Assuming Bank (as maintained in accordance with generally accepted accounting principles) as of the date as of which the Related Liability Amount is being determined. With respect to a liability that relates to more than one asset, the amount of such Related Liability shall be allocated among such assets for the purpose of determining the Related Liability Amount with

respect to any one of such assets. Such allocation shall be made by specific allocation, where determinable, and otherwise shall be pro rata based upon the dollar amount of such assets stated on the Accounting Records of the entity that owns such asset.

"**Required Payment**" means $50,000,000.00.

"**Repurchase Price**" means with respect to any Asset or asset, which shall be determined by the Receiver, the lesser of (a) or (b):

(a) (i) in the event of a negative Bid Amount, the amount paid by the Assuming Bank, discounted by a percentage equal to the quotient produced by dividing the Assuming Bank's Bid Amount by the aggregate Book Value of the Risk Assets of the Failed Bank;

(ii) in the event of a negative Bid Amount, the amount resulting from (a)(i), above, or in the event of a positive Bid Amount, the amount paid by the Assuming Bank, (x) for a Loan, shall be decreased by any portion of the Loan classified "loss" and by one-half of any portion of the Loan classified "doubtful" as of the date of Bank Closing, and (y) for any Asset or asset, including a Loan, decreased by the amount of any money received with respect thereto since Bank Closing and, if the Asset is a Loan or other interest bearing or earning asset, the resulting amount shall then be increased or decreased, as the case may be, by interest or discount (whichever is applicable) accrued from and after Bank Closing at the lower of: (i) the contract rate with respect to such Asset, or (ii) the Settlement Interest Rate; net proceeds received by or due to the Assuming Bank from the sale of collateral, any forgiveness of debt, or otherwise shall be deemed money received by the Assuming Bank; or

(b) the dollar amount thereof stated on the Accounting Records of the Assuming Bank as of the date as of which the Repurchase Price is being determined, as maintained in accordance with generally accepted accounting principles, and, if the asset is a Loan, regardless of the Legal Balance thereof and adjusted in the same manner as the Book Value of a Failed Bank Loan would be adjusted hereunder.

Provided, however, (b), above, shall not be applicable and the Bid Amount shall be considered to have been positive for Loans repurchased pursuant to Section 3.4(a).

"**Risk Assets**" means (i) all Loans purchased hereunder, excluding (a) New Loans and (b) Loans to the extent secured by Assumed Deposits (and not included in (i)(a)), plus (ii) the Accrued Interest Receivable, Prepaid Expense, and Other Assets.

"**Safe Deposit Boxes**" means the safe deposit boxes of the Failed Bank, if any, including the removable safe deposit boxes and safe deposit stacks in the Failed Bank's vault(s), all rights and benefits (other than fees collected prior to Bank Closing) under rental agreements with respect to such safe deposit boxes, and all keys and combinations thereto.

"**Settlement Date**" means the first Business Day immediately prior to the day which is one hundred eighty (180) days after Bank Closing, or such other date prior thereto as

may be agreed upon by the Receiver and the Assuming Bank. The Receiver, in its discretion, may extend the Settlement Date.

"**Settlement Interest Rate**" means, for the first calendar quarter or portion thereof during which interest accrues, the rate determined by the Receiver to be equal to the equivalent coupon issue yield on twenty-six (26)-week United States Treasury Bills in effect as of Bank Closing as published in The Wall Street Journal; provided, that if no such equivalent coupon issue yield is available as of Bank Closing, the equivalent coupon issue yield for such Treasury Bills most recently published in The Wall Street Journal prior to Bank Closing shall be used. Thereafter, the rate shall be adjusted to the rate determined by the Receiver to be equal to the equivalent coupon issue yield on such Treasury Bills in effect as of the first day of each succeeding calendar quarter during which interest accrues as published in The Wall Street Journal.

"**Subsidiary**" has the meaning set forth in Section 3(w)(4) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1813(w)(4), as amended.

ARTICLE II
ASSUMPTION OF LIABILITIES

2.1 **Liabilities Assumed by Assuming Bank.** Subject to Sections 2.5 and 4.8, the Assuming Bank expressly assumes at Book Value (subject to adjustment pursuant to Article VIII) and agrees to pay, perform, and discharge, all of the liabilities of the Failed Bank which are reflected on the Books and Records of the Failed Bank as of Bank Closing, including the Assumed Deposits and all liabilities associated with any and all employee benefit plans, except as listed on the attached Schedule 2.1, and as otherwise provided in this Agreement (such liabilities referred to as "Liabilities Assumed"). Notwithstanding Section 4.8, the Assuming Bank specifically assumes all mortgage servicing rights and obligations of the Failed Bank.

2.2 **Interest on Deposit Liabilities.** The Assuming Bank agrees that it will assume all deposit contracts as of Bank Closing, and it will accrue and pay interest on Deposit liabilities assumed pursuant to Section 2.1 at the same rate(s) and on the same terms as agreed to by the Failed Bank as existed as of Bank Closing. If such Deposit has been pledged to secure an obligation of the depositor or other party, any withdrawal thereof shall be subject to the terms of the agreement governing such pledge.

2.3 **Unclaimed Deposits.** If, within eighteen (18) months after Bank Closing, any depositor of the Failed Bank does not claim or arrange to continue such depositor's Deposit assumed pursuant to Section 2.1 at the Assuming Bank, the Assuming Bank shall, within fifteen (15) Business Days after the end of such eighteen (18)-month period, (i) refund to the Corporation the full amount of each such Deposit (without reduction for service charges), (ii) provide to the Corporation an electronic schedule of all such refunded Deposits in such form as may be prescribed by the Corporation, and (iii) assign, transfer, convey and deliver to the Receiver all right, title and interest of the Assuming Bank in and to Records previously transferred to the Assuming Bank and other records generated or maintained by the Assuming Bank pertaining to such Deposits. During such eighteen (18)-month period, at the request of the

Corporation, the Assuming Bank promptly shall provide to the Corporation schedules of unclaimed deposits in such form as may be prescribed by the Corporation.

2.4 **Omitted**.

2.5 **Borrower Claims.** Notwithstanding anything to the contrary in this Agreement, any liability associated with borrower claims for payment of or liability to any borrower for monetary relief, or that provide for any other form of relief to any borrower, whether or not such liability is reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, legal or equitable, judicial or extra-judicial, secured or unsecured, whether asserted affirmatively or defensively, related in any way to any loan or commitment to lend made by the Failed Bank prior to failure, or to any loan made by a third party in connection with a loan which is or was held by the Failed Bank, or otherwise arising in connection with the Failed Bank's lending or loan purchase activities are specifically not assumed by the Assuming Bank.

ARTICLE III
PURCHASE OF ASSETS

3.1 **Assets Purchased by Assuming Bank**. Subject to Sections 3.5, 3.6 and 4.8, the Assuming Bank hereby purchases from the Receiver, and the Receiver hereby sells, assigns, transfers, conveys, and delivers to the Assuming Bank, all right, title, and interest of the Receiver in and to all of the assets (real, personal and mixed, wherever located and however acquired) including all subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated, of the Failed Bank whether or not reflected on the books of the Failed Bank as of Bank Closing. Assets are purchased hereunder by the Assuming Bank subject to all liabilities for indebtedness collateralized by Liens affecting such Assets to the extent provided in Section 2.1. The subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated being purchased by the Assuming Bank includes, but is not limited to, the entities listed on Schedule 3.1a. Notwithstanding Section 4.8, the Assuming Bank specifically purchases all mortgage servicing rights and obligations of the Failed Bank.

3.2 **Asset Purchase Price**.

(a) All Assets and assets of the Failed Bank subject to an option to purchase by the Assuming Bank shall be purchased for the amount, or the amount resulting from the method specified for determining the amount, as specified on Schedule 3.2, except as otherwise may be provided herein. Any Asset, asset of the Failed Bank subject to an option to purchase or other asset purchased for which no purchase price is specified on Schedule 3.2 or otherwise herein shall be purchased at its Book Value. Loans or other assets charged off the Accounting Records of the Failed Bank prior to the date of Bank Closing shall be purchased at a price of zero.

(b) The purchase price for securities (other than the capital stock of any Acquired Subsidiary) purchased under Section 3.1 by the Assuming Bank shall be the market value thereof as of Bank Closing, which market value shall be (i) the "Mid/Last", or "Trade" (as applicable), market price for each such security quoted at the close of the trading day effective on Bank Closing as published electronically by Bloomberg, L.P.; (ii) provided, that if such market price is not available for any such security, the Assuming Bank will submit a bid for each such security within three days of notification/bid request by the Receiver (unless a different time period is agreed to by the Assuming Bank and the Receiver) and the Receiver, in its sole discretion will accept or reject each such bid; and (iii) further provided in the absence of an acceptable bid from the Assuming Bank, each such security shall not pass to the Assuming Bank and shall be deemed to be an excluded asset hereunder.

(c) Qualified Financial Contracts shall be purchased at market value determined in accordance with the terms of Exhibit 3.2(c). Any costs associated with such valuation shall be shared equally by the Receiver and the Assuming Bank.

3.3 **Manner of Conveyance; Limited Warranty; Nonrecourse; Etc.** THE CONVEYANCE OF ALL ASSETS, INCLUDING REAL AND PERSONAL PROPERTY INTERESTS, PURCHASED BY THE ASSUMING BANK UNDER THIS AGREEMENT SHALL BE MADE, AS NECESSARY, BY RECEIVER'S DEED OR RECEIVER'S BILL OF SALE, "AS IS", "WHERE IS", WITHOUT RECOURSE AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, WITHOUT ANY WARRANTIES WHATSOEVER WITH RESPECT TO SUCH ASSETS, EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, ENFORCEABILITY, COLLECTIBILITY, DOCUMENTATION OR FREEDOM FROM LIENS OR ENCUMBRANCES (IN WHOLE OR IN PART), OR ANY OTHER MATTERS.

3.4 **Puts of Assets to the Receiver.**

(a) **Omitted.**

(b) **Puts Prior to the Settlement Date.** During the period from Bank Closing to and including the Business Day immediately preceding the Settlement Date, the Assuming Bank shall be entitled to require the Receiver to purchase any Asset which the Assuming Bank can establish is evidenced by forged or stolen instruments as of Bank Closing. The Assuming Bank shall transfer all such Assets to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Bank with respect to any such Asset, as provided in Section 12.4.

(c) **Notices to the Receiver.** In the event that the Assuming Bank elects to require the Receiver to purchase one or more Assets, the Assuming Bank shall deliver to the Receiver a notice (a "Put Notice") which shall include:

(i) a list of all Assets that the Assuming Bank requires the Receiver to purchase;

(ii) a list of all Related Liabilities with respect to the Assets identified pursuant to (i) above; and

(iii) a statement of the estimated Repurchase Price of each Asset identified pursuant to (i) above as of the applicable Put Date.

Such notice shall be in the form prescribed by the Receiver or such other form to which the Receiver shall consent. As provided in Section 9.6, the Assuming Bank shall deliver to the Receiver such documents, Credit Files and such additional information relating to the subject matter of the Put Notice as the Receiver may request and shall provide to the Receiver full access to all other relevant books and records.

(d) **Purchase by Receiver**. The Receiver shall purchase Loans that are specified in the Put Notice and shall assume Related Liabilities with respect to such Loans, and the transfer of such Loans and Related Liabilities shall be effective as of a date determined by the Receiver which date shall not be later than thirty (30) days after receipt by the Receiver of the Credit Files with respect to such Loans (the "Put Date").

(e) **Purchase Price and Payment Date**. Each Loan purchased by the Receiver pursuant to this Section 3.4 shall be purchased at a price equal to the Repurchase Price of such Loan less the Related Liability Amount applicable to such Loan, in each case determined as of the applicable Put Date. If the difference between such Repurchase Price and such Related Liability Amount is positive, then the Receiver shall pay to the Assuming Bank the amount of such difference; if the difference between such amounts is negative, then the Assuming Bank shall pay to the Receiver the amount of such difference. The Assuming Bank or the Receiver, as the case may be, shall pay the purchase price determined pursuant to this Section 3.4(e) not later than the twentieth (20th) Business Day following the applicable Put Date, together with interest on such amount at the Settlement Interest Rate for the period from and including such Put Date to and including the day preceding the date upon which payment is made.

(f) **Servicing**. The Assuming Bank shall administer and manage any Asset subject to purchase by the Receiver in accordance with usual and prudent banking standards and business practices until such time as such Asset is purchased by the Receiver.

(g) **Reversals**. In the event that the Receiver purchases an Asset (and assumes the Related Liability) that it is not required to purchase pursuant to this Section 3.4, the Assuming Bank shall repurchase such Asset (and assume such Related Liability) from the Receiver at a price computed so as to achieve the same economic result as would apply if the Receiver had never purchased such Asset pursuant to this Section 3.4.

3.5 Assets Not Purchased by Assuming Bank. The Assuming Bank does not purchase, acquire or assume, or (except as otherwise expressly provided in this Agreement) obtain an option to purchase, acquire or assume under this Agreement the assets or Assets listed on the attached Schedule 3.5.

3.6 Assets Essential to Receiver.

(a) The Receiver may refuse to sell to the Assuming Bank, or the Assuming Bank agrees, at the request of the Receiver set forth in a written notice to the Assuming Bank, to assign, transfer, convey, and deliver to the Receiver all of the Assuming Bank's right, title and interest in and to, any Asset or asset essential to the Receiver as determined by the Receiver in its discretion (together with all Credit Documents evidencing or pertaining thereto), which may include any Asset or asset that the Receiver determines to be:

(i) made to an officer, director, or other Person engaging in the affairs of the Failed Bank, its Subsidiaries or Affiliates or any related entities of any of the foregoing;

(ii) the subject of any investigation relating to any claim with respect to any item described in Section 3.5(a) or (b), or the subject of, or potentially the subject of, any legal proceedings;

(iii) made to a Person who is an Obligor on a loan owned by the Receiver or the Corporation in its corporate capacity or its capacity as receiver of any institution;

(iv) secured by collateral which also secures any asset owned by the Receiver; or

(v) related to any asset of the Failed Bank not purchased by the Assuming Bank under this Article III or any liability of the Failed Bank not assumed by the Assuming Bank under Article II.

(b) Each such Asset or asset purchased by the Receiver shall be purchased at a price equal to the Repurchase Price thereof less the Related Liability Amount with respect to any Related Liabilities related to such Asset or asset, in each case determined as of the date of the notice provided by the Receiver pursuant to Section 3.6(a). The Receiver shall pay the Assuming Bank not later than the twentieth (20th) Business Day following receipt of related Credit Documents and Credit Files together with interest on such amount at the Settlement Interest Rate for the period from and including the date of receipt of such documents to and including the day preceding the day on which payment is made. The Assuming Bank agrees to administer and manage each such Asset or asset in accordance with usual and prudent banking standards and business practices until each such Asset or asset is purchased by the Receiver. All transfers with respect to Asset or assets under this Section 3.6 shall be made as provided in Section 9.6. The Assuming Bank shall transfer all such Asset or assets and Related Liabilities to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Bank with respect to any such Asset or asset, as provided in Section 12.4.

ARTICLE IV

ASSUMPTION OF CERTAIN DUTIES AND OBLIGATIONS

The Assuming Bank agrees with the Receiver and the Corporation as follows:

4.1 **Continuation of Banking Business**. The Assuming Bank agrees to provide full service banking in the trade area of the Failed Bank commencing on the first banking business day (including a Saturday) after Bank Closing. At the option of the Assuming Bank, such banking services may be provided at any or all of the Bank Premises, or at other premises within such trade area.

4.2 **Agreement with Respect to Debit and Credit Card Business**. The Assuming Bank agrees to honor and perform, from and after Bank Closing, all duties and obligations with respect to the Failed Bank's debit and credit card business, and/or processing related to debit and credit cards, if any, and assumes all outstanding extensions of credit with respect thereto.

4.3 **Agreement with Respect to Safe Deposit Business**. The Assuming Bank assumes and agrees to discharge, from and after Bank Closing, in the usual course of conducting a banking business, the duties and obligations of the Failed Bank with respect to all Safe Deposit Boxes, if any, of the Failed Bank and to maintain all of the necessary facilities for the use of such boxes by the renters thereof during the period for which such boxes have been rented and the rent therefor paid to the Failed Bank, subject to the provisions of the rental agreements between the Failed Bank and the respective renters of such boxes; provided, that the Assuming Bank may relocate the Safe Deposit Boxes of the Failed Bank to any office of the Assuming Bank located in the trade area of the Failed Bank. Fees related to the safe deposit business collected prior to Bank Closing shall be for the benefit of the Receiver and fees collected after Bank Closing shall be for the benefit of the Assuming Bank.

4.4 **Agreement with Respect to Safekeeping Business**. The Receiver transfers, conveys and delivers to the Assuming Bank and the Assuming Bank accepts all securities and other items, if any, held by the Failed Bank in safekeeping for its customers as of Bank Closing. The Assuming Bank assumes and agrees to honor and discharge, from and after Bank Closing, the duties and obligations of the Failed Bank with respect to such securities and items held in safekeeping. The Assuming Bank shall be entitled to all rights and benefits heretofore accrued or hereafter accruing with respect thereto; provided, that, fees related to the safe keeping business collected prior to Bank Closing shall be for the benefit of the Receiver and fees collected after Bank Closing shall be for the benefit of the Assuming Bank. The Assuming Bank shall provide to the Receiver written verification of all assets held by the Failed Bank for safekeeping within sixty (60) days after Bank Closing.

4.5 **Agreement with Respect to Trust Business**.

(a) The Assuming Bank shall, without further transfer, substitution, act or deed, to the full extent permitted by law, succeed to the rights, obligations, properties, assets, investments, deposits, agreements, and trusts of the Failed Bank under trusts, executorships, administrations, guardianships, and agencies, and other fiduciary or representative capacities, all to the same extent as though the Assuming Bank had assumed the same from the Failed Bank prior to Bank

Closing; provided, that any liability based on the misfeasance, malfeasance or nonfeasance of the Failed Bank, its directors, officers, employees or agents with respect to the trust business is not assumed hereunder.

(b) The Assuming Bank shall, to the full extent permitted by law, succeed to, and be entitled to take and execute, the appointment to all executorships, trusteeships, guardianships and other fiduciary or representative capacities to which the Failed Bank is or may be named in wills, whenever probated, or to which the Failed Bank is or may be named or appointed by any other instrument.

(c) In the event additional proceedings of any kind are necessary to accomplish the transfer of such trust business, the Assuming Bank agrees that, at its own expense, it will take whatever action is necessary to accomplish such transfer. The Receiver agrees to use reasonable efforts to assist the Assuming Bank in accomplishing such transfer.

(d) The Assuming Bank shall provide to the Receiver written verification of the assets held in connection with the Failed Bank's trust business within sixty (60) days after Bank Closing.

4.6 **Agreement with Respect to Bank Premises.**

(a) **Option to Lease.** The Receiver hereby grants to the Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to cause the Receiver to assign to the Assuming Bank any or all leases for leased Bank Premises, if any, which have been continuously occupied by the Assuming Bank from Bank Closing to the date it elects to accept an assignment of the leases with respect thereto to the extent such leases can be assigned; provided, that the exercise of this option with respect to any lease must be as to all premises or other property subject to the lease. If an assignment cannot be made of any such leases, the Receiver may, in its discretion, enter into subleases with the Assuming Bank containing the same terms and conditions provided under such existing leases for such leased Bank Premises or other property. The Assuming Bank shall give notice to the Receiver within the option period of its election to accept or not to accept an assignment of any or all leases (or enter into subleases or new leases in lieu thereof). The Assuming Bank agrees to assume all leases assigned (or enter into subleases in lieu thereof) pursuant to this Section 4.6.

(b) **Facilitation.** The Receiver agrees to facilitate the assumption, assignment or sublease of leases or the negotiation of new leases by the Assuming Bank; provided, that neither the Receiver nor the Corporation shall be obligated to engage in litigation, make payments to the Assuming Bank or to any third party in connection with facilitating any such assumption, assignment, sublease or negotiation or commit to any other obligations to third parties.

(c) **Occupancy.** The Assuming Bank shall give the Receiver fifteen (15) days' prior written notice of its intention to vacate prior to vacating any leased Bank Premises with respect to which the Assuming Bank has not exercised the option provided in Section 4.6(a). Any such notice shall be deemed to terminate the Assuming Bank's option with respect to such leased Bank Premises.

(d) **Occupancy Costs.**

(i) The Assuming Bank agrees, during the period of any occupancy by it of leased Bank Premises, to pay to the Receiver, or to appropriate third parties at the direction of the Receiver, all operating costs with respect thereto and to comply with all relevant terms of applicable leases entered into by the Failed Bank, including without limitation the timely payment of all rent, taxes, fees, charges, utilities, insurance and assessments.

(ii) The Assuming Bank agrees during the period of occupancy by it of leased Bank Premises to pay to the Receiver rent for the use of all leased Furniture and Equipment and all owned or leased Fixtures located on such Bank Premises for the period of such occupancy. Rent for such property owned by the Failed Bank shall be the market rental value thereof, as determined by the Receiver within sixty (60) days after Bank Closing. Rent for such leased property shall be an amount equal to any and all rent and other amounts which the Receiver incurs or accrues as an obligation or is obligated to pay for such period of occupancy pursuant to all leases and contracts with respect to such property. If the Assuming Bank purchases any owned Fixtures in accordance with Section 4.6(f), the amount of any rents paid by the Assuming Bank with respect thereto shall be applied as an offset against the purchase price thereof.

(e) **Certain Requirements as to Furniture, Equipment and Fixtures.** If the Assuming Bank accepts an assignment of the lease (or enters into a sublease or a new lease in lieu thereof) for leased Bank Premises, or if the Assuming Bank does not exercise such option but within twelve (12) months following Bank Closing obtains the right to occupy such premises (whether by assignment, lease, sublease, purchase or otherwise), other than in accordance with Section 4.6(a), the Assuming Bank shall (i) accept an assignment or a sublease of the leases or negotiate new leases for all Furniture and Equipment and Fixtures leased by the Failed Bank and located thereon, and (ii) if applicable, accept an assignment or a sublease of any ground lease or negotiate a new ground lease with respect to any land on which such Bank Premises are located; provided, that the Receiver shall not have disposed of such Furniture and Equipment and Fixtures or repudiated the leases specified in clause (i) or (ii).

(f) **Vacating Premises.** If the Assuming Bank elects not to accept an assignment of the lease or sublease any leased Bank Premises, the notice of such election in accordance with Section 4.6(a) shall specify the date upon which the Assuming Bank's occupancy of such leased Bank Premises shall terminate, which date shall not be later than the date which is one hundred eighty (180) days after Bank Closing. Upon vacating such premises, the Assuming Bank shall relinquish and release to the Receiver such premises and the Fixtures located thereon in the same condition as at Bank Closing, normal wear and tear excepted. By failing to provide notice of its intention to vacate such premises prior to the expiration of the option period specified in Section 4.6(a), or by occupying such premises after the one hundred eighty (180)-day period specified above in this paragraph, the Assuming Bank shall, at the Receiver's option, (x) be deemed to have assumed all leases, obligations and liabilities with respect to such premises (including any ground lease with respect to the land on which premises are located), and leased Furniture and Equipment and leased Fixtures located thereon in accordance with this Section 4.6 (unless the

Receiver previously repudiated any such lease), and (y) be required to purchase all Fixtures owned by the Failed Bank and located on such premises as of Bank Closing.

(g) **Omitted.**

4.7 Agreement with Respect to Leased Data Processing Equipment

(a) The Receiver hereby grants to the Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to accept an assignment from the Receiver of any or all Data Processing Leases to the extent that such Data Processing Leases can be assigned.

(b) The Assuming Bank shall (i) give written notice to the Receiver within the option period specified in Section 4.7(a) of its intent to accept an assignment or sublease of any or all Data Processing Leases and promptly accept an assignment or sublease of such Data Processing Leases, and (ii) give written notice to the appropriate lessor(s) that it has accepted an assignment or sublease of any such Data Processing Leases.

(c) The Receiver agrees to facilitate the assignment or sublease of Data Processing Leases or the negotiation of new leases or license agreements by the Assuming Bank; provided, that neither the Receiver nor the Corporation shall be obligated to engage in litigation or make payments to the Assuming Bank or to any third party in connection with facilitating any such assumption, assignment, sublease or negotiation.

(d) The Assuming Bank agrees, during its period of use of any property subject to a Data Processing Lease, to pay to the Receiver or to appropriate third parties at the direction of the Receiver all operating costs with respect thereto and to comply with all relevant terms of the applicable Data Processing Leases entered into by the Failed Bank, including without limitation the timely payment of all rent, taxes, fees, charges, utilities, insurance and assessments.

(e) The Assuming Bank shall, not later than fifty (50) days after giving the notice provided in Section 4.7(b), (i) relinquish and release to the Receiver all property subject to the relevant Data Processing Lease, in the same condition as at Bank Closing, normal wear and tear excepted, or (ii) accept an assignment or a sublease thereof or negotiate a new lease or license agreement under this Section 4.7.

4.8 Agreement with Respect to Certain Existing Agreements.

With respect to agreements existing as of Bank Closing which provide for the rendering of services by or to the Failed Bank, within one hundred twenty (120) days after Bank Closing, the Assuming Bank shall give the Receiver written notice specifying whether it elects to assume or not to assume each such agreement. Except as may be otherwise provided in this Article IV, the Assuming Bank agrees to comply with the terms of each such agreement for a period commencing on the day after Bank Closing and ending on: (i) in the case of an agreement that provides for the rendering of services by the Failed Bank, the date which is ninety (90) days after Bank Closing, and (ii) in the case of an agreement that provides for the rendering of services to

the Failed Bank, the date which is thirty (30) days after the Assuming Bank has given notice to the Receiver of its election not to assume such agreement; provided, that the Receiver can reasonably make such service agreements available to the Assuming Bank. The Assuming Bank shall be deemed by the Receiver to have assumed agreements for which no notification is timely given. The Receiver agrees to assign, transfer, convey, and deliver to the Assuming Bank all right, title and interest of the Receiver, if any, in and to agreements the Assuming Bank assumes hereunder. In the event the Assuming Bank elects not to accept an assignment of any lease (or sublease) or negotiate a new lease for leased Bank Premises under Section 4.6 and does not otherwise occupy such premises, the provisions of this Section 4.8 shall not apply to service agreements related to such premises. The Assuming Bank agrees, during the period it has the use or benefit of any such agreement, promptly to pay to the Receiver or to appropriate third parties at the direction of the Receiver all operating costs with respect thereto and to comply with all relevant terms of such agreement. This paragraph shall not apply with respect to deposit contracts which are expressly assumed by the Assuming Bank under Section 2.2 of this Agreement.

4.9 **Informational Tax Reporting**. The Assuming Bank agrees to perform all obligations of the Failed Bank with respect to Federal and State income tax informational reporting related to (i) the Assets and the Liabilities Assumed, (ii) deposit accounts that were closed and loans that were paid off or collateral obtained with respect thereto prior to Bank Closing, (iii) miscellaneous payments made to vendors of the Failed Bank, and (iv) any other asset or liability of the Failed Bank, including, without limitation, loans not purchased and Deposits not assumed by the Assuming Bank, as may be required by the Receiver.

Under a private letter ruling (PLR) issued to the FDIC in January of 1988, the Internal Revenue Service will allow the Assuming Bank to report for the Failed Bank transactions under its own TIN for the entire year 2008; there is no need to dual-report for different payors in pre- v. post-closing date periods.

The Assuming Bank agrees to prepare on behalf of the Receiver all required Federal and State compliance and income/franchise tax returns for the Failed Bank and acquired subsidiary entities as of Bank Closing. The returns will be provided to the Receiver within the statutorily required filing timeframe.

4.10 **Insurance**. The Assuming Bank agrees to obtain insurance coverage effective from and after Bank Closing, including public liability, fire and extended coverage insurance acceptable to the Receiver with respect to leased Bank Premises that it occupies, and all leased Furniture and Equipment and Fixtures and leased data processing equipment (including hardware and software) located thereon, in the event such insurance coverage is not already in force and effect with respect to the Assuming Bank as the insured as of Bank Closing. All such insurance shall, where appropriate (as determined by the Receiver), name the Receiver as an additional insured.

4.11 **Office Space for Receiver and Corporation**. For the period commencing on the day following Bank Closing and ending on the one hundred eightieth (180th) day thereafter, the Assuming Bank agrees to provide to the Receiver and the Corporation, without charge, adequate

and suitable office space (including parking facilities and vault space), furniture, equipment (including photocopying and telecopying machines) and utilities (including local telephone service and a dedicated broadband or T-1 internet service) at the Bank Premises occupied by the Assuming Bank for their use in the discharge of their respective functions with respect to the Failed Bank. In the event the Receiver and the Corporation determine that the space provided is inadequate or unsuitable, the Receiver and the Corporation may relocate to other quarters having adequate and suitable space and the costs of relocation and any rental and utility costs for the balance of the period of occupancy by the Receiver and the Corporation shall be borne by the Assuming Bank.

4.12 **Omitted.**

4.13 **Omitted.**

ARTICLE V
DUTIES WITH RESPECT TO DEPOSITORS OF THE FAILED BANK

5.1 **Payment of Checks, Drafts and Orders.** Subject to Section 9.5, the Assuming Bank agrees to pay all properly drawn checks, drafts and withdrawal orders of depositors of the Failed Bank presented for payment, whether drawn on the check or draft forms provided by the Failed Bank or by the Assuming Bank, to the extent that the Deposit balances to the credit of the respective makers or drawers assumed by the Assuming Bank under this Agreement are sufficient to permit the payment thereof, and in all other respects to discharge, in the usual course of conducting a banking business, the duties and obligations of the Failed Bank with respect to the Deposit balances due and owing to the depositors of the Failed Bank assumed by the Assuming Bank under this Agreement.

5.2 **Certain Agreements Related to Deposits.** Subject to Section 2.2, the Assuming Bank agrees to honor the terms and conditions of any written escrow or mortgage servicing agreement or other similar agreement relating to a Deposit liability assumed by the Assuming Bank pursuant to this Agreement.

5.3 **Notice to Depositors.**

(a) Within thirty (30) days after Bank Closing, the Assuming Bank shall give (i) notice to depositors of the Failed Bank of its assumption of the Deposit liabilities of the Failed Bank, and (ii) any notice required under Section 2.2, by mailing to each such depositor a notice with respect to such assumption and by advertising in a newspaper of general circulation in the county or counties in which the Failed Bank was located. The Assuming Bank agrees that it will obtain prior approval of all such notices and advertisements from counsel for the Receiver and that such notices and advertisements shall not be mailed or published until such approval is received.

(b) The Assuming Bank shall give notice by mail to depositors of the Failed Bank concerning the procedures to claim their deposits, which notice shall be provided to the

Assuming Bank by the Receiver or the Corporation. Such notice shall be included with the notice to depositors to be mailed by the Assuming Bank pursuant to Section 5.3(a).

(c) If the Assuming Bank proposes to charge fees different from those charged by the Failed Bank before it establishes new deposit account relationships with the depositors of the Failed Bank, the Assuming Bank shall give notice by mail of such changed fees to such depositors.

ARTICLE VI
RECORDS

6.1 Transfer of Records.

(a) In accordance with Section 3.1, the Receiver assigns, transfers, conveys and delivers to the Assuming Bank the following Records pertaining to the Deposit liabilities of the Failed Bank assumed by the Assuming Bank under this Agreement, except as provided in Section 6.4:

(i) signature cards, orders, contracts between the Failed Bank and its depositors and Records of similar character;

(ii) passbooks of depositors held by the Failed Bank, deposit slips, cancelled checks and withdrawal orders representing charges to accounts of depositors;

and the following Records pertaining to the Assets:

(iii) records of deposit balances carried with other banks, bankers or trust companies;

(iv) Loan and collateral records and Credit Files and other documents;

(v) deeds, mortgages, abstracts, surveys, and other instruments or records of title pertaining to real estate or real estate mortgages;

(vi) signature cards, agreements and records pertaining to Safe Deposit Boxes, if any; and

(vii) records pertaining to the credit card business, trust business or safekeeping business of the Failed Bank, if any.

(b) The Receiver, at its option, may assign and transfer to the Assuming Bank by a single blanket assignment or otherwise, as soon as practicable after Bank Closing, any other Records not assigned and transferred to the Assuming Bank as provided in this Agreement, including but not limited to loan disbursement checks, general ledger tickets, official bank checks, proof transactions (including proof tapes) and paid out loan files.

6.2 **Delivery of Assigned Records**. The Receiver shall deliver to the Assuming Bank all Records described in (i) Section 6.1(a) as soon as practicable on or after the date of this Agreement, and (ii) Section 6.1(b) as soon as practicable after making any assignment described therein.

6.3 **Preservation of Records**. The Assuming Bank agrees that it will preserve and maintain for the joint benefit of the Receiver, the Corporation and the Assuming Bank, all Records of which it has custody for such period as either the Receiver or the Corporation in its discretion may require, until directed otherwise, in writing, by the Receiver or Corporation. The Assuming Bank shall have the primary responsibility to respond to subpoenas, discovery requests, and other similar official inquiries with respect to the Records of which it has custody.

6.4 **Access to Records; Copies**. The Assuming Bank agrees to permit the Receiver and the Corporation access to all Records of which the Assuming Bank has custody, and to use, inspect, make extracts from or request copies of any such Records in the manner and to the extent requested, and to duplicate, in the discretion of the Receiver or the Corporation, any Record in the form of microfilm or microfiche pertaining to Deposit account relationships; provided, that in the event that the Failed Bank maintained one or more duplicate copies of such microfilm or microfiche Records, the Assuming Bank hereby assigns, transfers, and conveys to the Corporation one such duplicate copy of each such Record without cost to the Corporation, and agrees to deliver to the Corporation all Records assigned and transferred to the Corporation under this Article VI as soon as practicable on or after the date of this Agreement. The party requesting a copy of any Record shall bear the cost (based on standard accepted industry charges to the extent applicable, as determined by the Receiver) for providing such duplicate Records. A copy of each Record requested shall be provided as soon as practicable by the party having custody thereof.

ARTICLE VII
BID; INITIAL PAYMENT

The Assuming Bank has submitted to the Receiver a positive bid of $1,888,000,000.00 for the Assets purchased and Liabilities Assumed hereunder (the "Bid Amount"). On the Payment Date, the Assuming Bank will pay to the Corporation, or the Corporation will pay to the Assuming Bank, as the case may be, the Initial Payment, together with interest on such amount (if the Payment Date is not the day following the day of Bank Closing) from and including the day following Bank Closing to and including the day preceding the Payment Date at the Settlement Interest Rate.

ARTICLE VIII
PROFORMA

The Assuming Bank, as soon as practical after Bank Closing, in accordance with the best information then available, shall provide to the Receiver a Proforma Statement of Condition indicating all assets and liabilities of the Failed Bank as shown on the Failed Bank's books and records as of Bank Closing and reflecting which assets and liabilities are passing to the Assuming Bank and which assets and liabilities are to be retained by the Receiver. In addition, the Assuming Bank is to provide to the Receiver, in a standard data request as defined by the Receiver, an electronic database of all loans, deposits, and subsidiaries and other business combinations owned by the Failed Bank as of Bank Closing. See Schedule 3.1a.

ARTICLE IX
CONTINUING COOPERATION

9.1 **General Matters**. The parties hereto agree that they will, in good faith and with their best efforts, cooperate with each other to carry out the transactions contemplated by this Agreement and to effect the purposes hereof.

9.2 **Additional Title Documents**. The Receiver, the Corporation and the Assuming Bank each agree, at any time, and from time to time, upon the request of any party hereto, to execute and deliver such additional instruments and documents of conveyance as shall be reasonably necessary to vest in the appropriate party its full legal or equitable title in and to the property transferred pursuant to this Agreement or to be transferred in accordance herewith. The Assuming Bank shall prepare such instruments and documents of conveyance (in form and substance satisfactory to the Receiver) as shall be necessary to vest title to the Assets in the Assuming Bank. The Assuming Bank shall be responsible for recording such instruments and documents of conveyance at its own expense.

9.3 **Claims and Suits**.

(a) The Receiver shall have the right, in its discretion, to (i) defend or settle any claim or suit against the Assuming Bank with respect to which the Receiver has indemnified the Assuming Bank in the same manner and to the same extent as provided in Article XII, and (ii) defend or settle any claim or suit against the Assuming Bank with respect to any Liability Assumed, which claim or suit may result in a loss to the Receiver arising out of or related to this Agreement, or which existed against the Failed Bank on or before Bank Closing. The exercise by the Receiver of any rights under this Section 9.3(a) shall not release the Assuming Bank with respect to any of its obligations under this Agreement.

(b) In the event any action at law or in equity shall be instituted by any Person against the Receiver and the Corporation as codefendants with respect to any asset of the Failed Bank retained or acquired pursuant to this Agreement by the Receiver, the Receiver agrees, at the request of the Corporation, to join with the Corporation in a petition to remove the action to the United States District Court for the proper district. The Receiver agrees to institute, with or without joinder of the Corporation as coplaintiff, any action with respect to any such retained or acquired asset or any matter connected therewith whenever notice requiring such action shall be given by the Corporation to the Receiver.

9.4 **Payment of Deposits**. In the event any depositor does not accept the obligation of the Assuming Bank to pay any Deposit liability of the Failed Bank assumed by the Assuming Bank pursuant to this Agreement and asserts a claim against the Receiver for all or any portion of any such Deposit liability, the Assuming Bank agrees on demand to provide to the Receiver funds sufficient to pay such claim in an amount not in excess of the Deposit liability reflected on the books of the Assuming Bank at the time such claim is made. Upon payment by the Assuming Bank to the Receiver of such amount, the Assuming Bank shall be discharged from any further obligation under this Agreement to pay to any such depositor the amount of such Deposit liability paid to the Receiver.

9.5 **Withheld Payments**. At any time, the Receiver or the Corporation may, in its discretion, determine that all or any portion of any deposit balance assumed by the Assuming Bank pursuant to this Agreement does not constitute a "Deposit" (or otherwise, in its discretion, determine that it is the best interest of the Receiver or Corporation to withhold all or any portion of any deposit), and may direct the Assuming Bank to withhold payment of all or any portion of any such deposit balance. Upon such direction, the Assuming Bank agrees to hold such deposit and not to make any payment of such deposit balance to or on behalf of the depositor, or to itself, whether by way of transfer, set-off, or otherwise. The Assuming Bank agrees to maintain the "withheld payment" status of any such deposit balance until directed in writing by the Receiver or the Corporation as to its disposition. At the direction of the Receiver or the Corporation, the Assuming Bank shall return all or any portion of such deposit balance to the Receiver or the Corporation, as appropriate, and thereupon the Assuming Bank shall be discharged from any further liability to such depositor with respect to such returned deposit balance. If such deposit balance has been paid to the depositor prior to a demand for return by the Corporation or the Receiver, and payment of such deposit balance had not been previously withheld pursuant to this Section, the Assuming Bank shall not be obligated to return such deposit balance to the Receiver or the Corporation. The Assuming Bank shall be obligated to reimburse the Corporation or the Receiver, as the case may be, for the amount of any deposit balance or portion thereof paid by the Assuming Bank in contravention of any previous direction to withhold payment of such deposit balance or return such deposit balance the payment of which was withheld pursuant to this Section.

9.6 **Proceedings with Respect to Certain Assets and Liabilities**.

(a) In connection with any investigation, proceeding or other matter with respect to any asset or liability of the Failed Bank retained by the Receiver, or any asset of the Failed Bank acquired by the Receiver pursuant to this Agreement, the Assuming Bank shall cooperate to the extent reasonably required by the Receiver.

(b) In addition to its obligations under Section 6.4, the Assuming Bank shall provide representatives of the Receiver access at reasonable times and locations without other limitation or qualification to (i) its directors, officers, employees and agents and those of the Subsidiaries acquired by the Assuming Bank, and (ii) its books and records, the books and records of such Subsidiaries and all Credit Files, and copies thereof. Copies of books, records and Credit Files

shall be provided by the Assuming Bank as requested by the Receiver and the costs of duplication thereof shall be borne by the Receiver.

(c) Not later than ten (10) days after the Put Notice pursuant to Section 3.4 or the date of the notice of transfer of any Loan by the Assuming Bank to the Receiver pursuant to Section 3.6, the Assuming Bank shall deliver to the Receiver such documents with respect to such Loan as the Receiver may request, including without limitation the following: (i) all related Credit Documents (other than certificates, notices and other ancillary documents), (ii) a certificate setting forth the principal amount on the date of the transfer and the amount of interest, fees and other charges then accrued and unpaid thereon, and any restrictions on transfer to which any such Loan is subject, and (iii) all Credit Files, and all documents, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy) maintained by, owned by, or in the possession of the Assuming Bank or any Affiliate of the Assuming Bank relating to the transferred Loan.

9.7 **Information**. The Assuming Bank promptly shall provide to the Corporation such other information, including financial statements and computations, relating to the performance of the provisions of this Agreement as the Corporation or the Receiver may request from time to time, and, at the request of the Receiver, make available employees of the Failed Bank employed or retained by the Assuming Bank to assist in preparation of the pro forma statement pursuant to Section 8.1.

ARTICLE X
CONDITION PRECEDENT

The obligations of the parties to this Agreement are subject to the Receiver and the Corporation having received at or before Bank Closing evidence reasonably satisfactory to each of any necessary approval, waiver, or other action by any governmental authority, the board of directors of the Assuming Bank, or other third party, with respect to this Agreement and the transactions contemplated hereby, the closing of the Failed Bank and the appointment of the Receiver, the chartering of the Assuming Bank, and any agreements, documents, matters or proceedings contemplated hereby or thereby.

ARTICLE XI
REPRESENTATIONS AND WARRANTIES OF THE ASSUMING BANK

The Assuming Bank represents and warrants to the Corporation and the Receiver as follows:

(a) **Corporate Existence and Authority**. The Assuming Bank (i) is duly organized, validly existing and in good standing under the laws of its Chartering Authority and has full power and authority to own and operate its properties and to conduct its business as now conducted by it, and (ii) has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Assuming Bank has taken all necessary corporate

action to authorize the execution, delivery and performance of this Agreement and the performance of the transactions contemplated hereby.

(b) **Third Party Consents**. No governmental authority or other third party consents (including but not limited to approvals, licenses, registrations or declarations) are required in connection with the execution, delivery or performance by the Assuming Bank of this Agreement, other than such consents as have been duly obtained and are in full force and effect.

(c) **Execution and Enforceability**. This Agreement has been duly executed and delivered by the Assuming Bank and when this Agreement has been duly authorized, executed and delivered by the Corporation and the Receiver, this Agreement will constitute the legal, valid and binding obligation of the Assuming Bank, enforceable in accordance with its terms.

(d) **Compliance with Law**.

(i) Neither the Assuming Bank nor any of its Subsidiaries is in violation of any statute, regulation, order, decision, judgment or decree of, or any restriction imposed by, the United States of America, any State, municipality or other political subdivision or any agency of any of the foregoing, or any court or other tribunal having jurisdiction over the Assuming Bank or any of its Subsidiaries or any assets of any such Person, or any foreign government or agency thereof having such jurisdiction, with respect to the conduct of the business of the Assuming Bank or of any of its Subsidiaries, or the ownership of the properties of the Assuming Bank or any of its Subsidiaries, which, either individually or in the aggregate with all other such violations, would materially and adversely affect the business, operations or condition (financial or otherwise) of the Assuming Bank or the ability of the Assuming Bank to perform, satisfy or observe any obligation or condition under this Agreement.

(ii) Neither the execution and delivery nor the performance by the Assuming Bank of this Agreement will result in any violation by the Assuming Bank of, or be in conflict with, any provision of any applicable law or regulation, or any order, writ or decree of any court or governmental authority.

e) **Representations Remain True**. The Assuming Bank represents and warrants that it has executed and delivered to the Corporation a Purchaser Eligibility Certification and Confidentiality Agreement and that all information provided and representations made by or on behalf of the Assuming Bank in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the Purchaser Eligibility Certification and Confidentiality Agreement (which are affirmed and ratified hereby) are and remain true and correct in all material respects and do not fail to state any fact required to make the information contained therein not misleading.

ARTICLE XII
INDEMNIFICATION

12.1 **Indemnification of Indemnitees**. From and after Bank Closing and subject to the limitations set forth in this Section and Section 12.6 and compliance by the Indemnitees with Section 12.2, the Receiver agrees to indemnify and hold harmless the Indemnitees against any and all costs, losses, liabilities, expenses (including attorneys' fees) incurred prior to the assumption of defense by the Receiver pursuant to paragraph (d) of Section 12.2, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with claims against any Indemnitee (1) based on liabilities of the Failed Bank that are not assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank for which indemnification is provided hereunder in (a) of this Section 12.1 or (2) described in Section 12.1(a) below subject in each case to certain exclusions as provided in (b) of this Section 12.1:

(a)

(1) claims based on the rights of any shareholder or former shareholder as such of (x) the Failed Bank, or (y) any Subsidiary or Affiliate of the Failed Bank;

(2) claims based on the rights of any creditor as such of the Failed Bank, or any creditor as such of any director, officer, employee or agent of the Failed Bank or any Affiliate of the Failed Bank, with respect to any indebtedness or other obligation of the Failed Bank or any Affiliate of the Failed Bank arising prior to Bank Closing;

(3) claims based on the rights of any present or former director, officer, employee or agent as such of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank;

(4) claims based on any action or inaction prior to Bank Closing of the Failed Bank, its directors, officers, employees or agents as such, or any Subsidiary or Affiliate of the Failed Bank, or the directors, officers, employees or agents as such of such Subsidiary or Affiliate;

(5) claims based on any malfeasance, misfeasance or nonfeasance of the Failed Bank, its directors, officers, employees or agents with respect to the trust business of the Failed Bank, if any;

(6) claims based on any failure or alleged failure (not in violation of law) by the Assuming Bank to continue to perform any service or activity previously performed by the Failed Bank which the Assuming Bank is not required to perform pursuant to this Agreement or which arise under any contract to which the Failed Bank was a party which the Assuming Bank elected not to assume in accordance with this Agreement and which neither the Assuming Bank nor any Subsidiary or Affiliate of the Assuming Bank has assumed subsequent to the execution hereof;

(7) claims arising from any action or inaction of any Indemnitee, including for purposes of this Section 12.1(a)(7) the former officers or employees of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank that is taken upon the specific written direction of the Corporation or the Receiver, other than any action or inaction taken in a manner constituting bad faith, gross negligence or willful misconduct; and

(8) claims based on the rights of any depositor of the Failed Bank whose deposit has been accorded "withheld payment" status and/or returned to the Receiver or Corporation in accordance with Section 9.5 and/or has become an "unclaimed deposit" or has been returned to the Corporation or the Receiver in accordance with Section 2.3;

(9) claims asserted by, or derivatively by any shareholder on behalf of, the Failed Bank's parent company based on the process of bidding, negotiation, execution and consummation of the transactions contemplated by this Agreement, provided that (x) the amount of the indemnification paid or payable pursuant to this clause (9) shall not exceed $500,000,000, and (y) the indemnification provided by this clause (9) shall cover only those claims specifically enumerated in the FDIC's approval of the transactions contemplated by this Agreement.

(b) provided, that, with respect to this Agreement, except for paragraphs (7), (8) and (9) of Section 12.1(a), no indemnification will be provided under this Agreement for any:

(1) judgment or fine against, or any amount paid in settlement (without the written approval of the Receiver) by, any Indemnitee in connection with any action that seeks damages against any Indemnitee (a "counterclaim") arising with respect to any Asset and based on any action or inaction of either the Failed Bank, its directors, officers, employees or agents as such prior to Bank Closing, unless any such judgment, fine or amount paid in settlement exceeds the greater of (i) the Repurchase Price of such Asset, or (ii) the monetary recovery sought on such Asset by the Assuming Bank in the cause of action from which the counterclaim arises; and in such event the Receiver will provide indemnification only in the amount of such excess; and no indemnification will be provided for any costs or expenses other than any costs or expenses (including attorneys' fees) which, in the determination of the Receiver, have been actually and reasonably incurred by such Indemnitee in connection with the defense of any such counterclaim; and it is expressly agreed that the Receiver reserves the right to intervene, in its discretion, on its behalf and/or on behalf of the Receiver, in the defense of any such counterclaim;

(2) claims with respect to any liability or obligation of the Failed Bank that is expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(3) claims with respect to any liability of the Failed Bank to any present or former employee as such of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank, which liability is expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(4) claims based on the failure of any Indemnitee to seek recovery of damages from the Receiver for any claims based upon any action or inaction of the Failed Bank, its directors, officers, employees or agents as fiduciary, agent or custodian prior to Bank Closing;

(5) claims based on any violation or alleged violation by any Indemnitee of the antitrust, branching, banking or bank holding company or securities laws of the United States of America or any State thereof;

(6) claims based on the rights of any present or former creditor, customer, or supplier as such of the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(7) claims based on the rights of any present or former shareholder as such of the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank regardless of whether any such present or former shareholder is also a present or former shareholder of the Failed Bank;

(8) claims, if the Receiver determines that the effect of providing such indemnification would be to (i) expand or alter the provisions of any warranty or disclaimer thereof provided in Section 3.3 or any other provision of this Agreement, or (ii) create any warranty not expressly provided under this Agreement;

(9) claims which could have been enforced against any Indemnitee had the Assuming Bank not entered into this Agreement;

(10) claims based on any liability for taxes or fees assessed with respect to the consummation of the transactions contemplated by this Agreement, including without limitation any subsequent transfer of any Assets or Liabilities Assumed to any Subsidiary or Affiliate of the Assuming Bank;

(11) except as expressly provided in this Article XII, claims based on any action or inaction of any Indemnitee, and nothing in this Agreement shall be construed to provide indemnification for (i) the Failed Bank, (ii) any Subsidiary or Affiliate of the Failed Bank, or (iii) any present or former director, officer, employee or agent of the Failed Bank or its Subsidiaries or Affiliates; provided, that the Receiver, in its discretion, may provide indemnification hereunder for any present or former director, officer, employee or agent of the Failed Bank or its Subsidiaries or Affiliates who is also or becomes a director, officer, employee or agent of the Assuming Bank or its Subsidiaries or Affiliates;

(12) claims or actions which constitute a breach by the Assuming Bank of the representations and warranties contained in Article XI;

(13) claims arising out of or relating to the condition of or generated by an Asset arising from or relating to the presence, storage or release of any hazardous or toxic substance, or any pollutant or contaminant, or condition of such Asset which violate any applicable Federal, State or local law or regulation concerning environmental protection;

(14) claims based on, related to or arising from any asset, including a loan, acquired or liability assumed by the Assuming Bank, other than pursuant to this Agreement; and

(15) claims based on, related to or arising from any liability specifically not assumed by the Assuming Bank pursuant to Section 2.5 of this Agreement.

12.2 **Conditions Precedent to Indemnification**. It shall be a condition precedent to the obligation of the Receiver to indemnify any Person pursuant to this Article XII that such

Person shall, with respect to any claim made or threatened against such Person for which such Person is or may be entitled to indemnification hereunder:

(a) give written notice to the Regional Counsel (Litigation Branch) of the Corporation in the manner and at the address provided in Section 13.7 of such claim as soon as practicable after such claim is made or threatened; provided, that notice must be given on or before the date which is six (6) years from the date of this Agreement;

(b) provide to the Receiver such information and cooperation with respect to such claim as the Receiver may reasonably require;

(c) cooperate and take all steps, as the Receiver may reasonably require, to preserve and protect any defense to such claim;

(d) in the event suit is brought with respect to such claim, upon reasonable prior notice, afford to the Receiver the right, which the Receiver may exercise in its sole discretion, to conduct the investigation, control the defense and effect settlement of such claim, including without limitation the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises and appeals of any such claim, all of which shall be at the expense of the Receiver; provided, that the Receiver shall have notified the Person claiming indemnification in writing that such claim is a claim with respect to which the Person claiming indemnification is entitled to indemnification under this Article XII;

(e) not incur any costs or expenses in connection with any response or suit with respect to such claim, unless such costs or expenses were incurred upon the written direction of the Receiver; provided, that the Receiver shall not be obligated to reimburse the amount of any such costs or expenses unless such costs or expenses were incurred upon the written direction of the Receiver;

(f) not release or settle such claim or make any payment or admission with respect thereto, unless the Receiver consents in writing thereto, which consent shall not be unreasonably withheld; provided, that the Receiver shall not be obligated to reimburse the amount of any such settlement or payment unless such settlement or payment was effected upon the written direction of the Receiver; and

(g) take reasonable action as the Receiver may request in writing as necessary to preserve, protect or enforce the rights of the indemnified Person against any Primary Indemnitor.

12.3 **No Additional Warranty**. Nothing in this Article XII shall be construed or deemed to (i) expand or otherwise alter any warranty or disclaimer thereof provided under Section 3.3 or any other provision of this Agreement with respect to, among other matters, the title, value, collectibility, genuineness, enforceability or condition of any (x) Asset, or (y) asset of the Failed Bank purchased by the Assuming Bank subsequent to the execution of this Agreement by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank, or (ii) create any warranty not expressly provided under this Agreement with respect thereto.

12.4 **Indemnification of Receiver and Corporation**. From and after Bank Closing, the Assuming Bank agrees to indemnify and hold harmless the Corporation and the Receiver and their respective directors, officers, employees and agents from and against any and all costs, losses, liabilities, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any of the following:

(a) claims based on any and all liabilities or obligations of the Failed Bank assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank, whether or not any such liabilities subsequently are sold and/or transferred, other than any claim based upon any action or inaction of any Indemnitee as provided in paragraph (7) or (8) of Section 12.1(a); and

(b) claims based on any act or omission of any Indemnitee (including but not limited to claims of any Person claiming any right or title by or through the Assuming Bank with respect to Assets transferred to the Receiver pursuant to Section 3.4 or 3.6), other than any action or inaction of any Indemnitee as provided in paragraph (7) or (8) of Section 12.1(a).

12.5 **Obligations Supplemental**. The obligations of the Receiver, and the Corporation as guarantor in accordance with Section 12.7, to provide indemnification under this Article XII are to supplement any amount payable by any Primary Indemnitor to the Person indemnified under this Article XII. Consistent with that intent, the Receiver agrees only to make payments pursuant to such indemnification to the extent not payable by a Primary Indemnitor. If the aggregate amount of payments by the Receiver, or the Corporation as guarantor in accordance with Section 12.7, and all Primary Indemnitors with respect to any item of indemnification under this Article XII exceeds the amount payable with respect to such item, such Person being indemnified shall notify the Receiver thereof and, upon the request of the Receiver, shall promptly pay to the Receiver, or the Corporation as appropriate, the amount of the Receiver's (or Corporation's) payments to the extent of such excess.

12.6 **Criminal Claims**. Notwithstanding any provision of this Article XII to the contrary, in the event that any Person being indemnified under this Article XII shall become involved in any criminal action, suit or proceeding, whether judicial, administrative or investigative, the Receiver shall have no obligation hereunder to indemnify such Person for liability with respect to any criminal act or to the extent any costs or expenses are attributable to the defense against the allegation of any criminal act, unless (i) the Person is successful on the merits or otherwise in the defense against any such action, suit or proceeding, or (ii) such action, suit or proceeding is terminated without the imposition of liability on such Person.

12.7 **Limited Guaranty of the Corporation**. The Corporation hereby guarantees performance of the Receiver's obligation to indemnify the Assuming Bank as set forth in this Article XII. It is a condition to the Corporation's obligation hereunder that the Assuming Bank shall comply in all respects with the applicable provisions of this Article XII. The Corporation shall be liable hereunder only for such amounts, if any, as the Receiver is obligated to pay under the terms of this Article XII but shall fail to pay. Except as otherwise provided above in this Section 12.7, nothing in this Article XII is intended or shall be construed to create any liability or obligation on the part of the Corporation, the United States of America or any department or

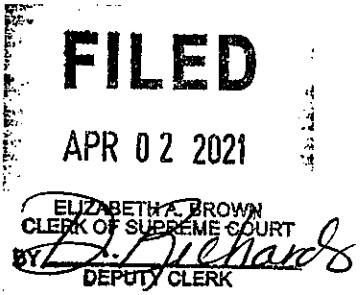
IN THE SUPREME COURT OF THE STATE OF NEVADA

LEO KRAMER; AND AUDREY KRAMER
Appellants,

NO. 82379

vs

NATIONAL DEFAULT SERVICING CORPORATION; ALYSSA MCDERMOTT; AND BRECKENRIDGE PROPERTY FUND 2016, LLC,
Respondents.



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VOLUME VI

Leo Kramer and Audrey Kramer
2364 Redwood Road
Hercules, CA 94547

In Proper Person

Ace C. Van Patten, Esq.
Tiffany & Bosco, P.A.
10100 W. Charleston Blvd
Ste. 220
Las Vegas, Nevada 89135
Attorney for Nat'l Default Serv.

Matthew Schriever, Esq.
Hutchison & Steffen
10080 W. Alta Drive, Ste 200
Las Vegas, Nevada 89145
Attorney for McDermott, Wedgewood and Breckenridge Property Fund 2016

21-09612

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LEO KRAMER
AUDREY KRAMER
2364 REDWOOD ROAD
HERCULES, CA 94547

PLAINTIFFS IN PRO PER

FILED

2019 JUL 15 PM 2:30

TANYA SCEIRINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Victoria Tovar DEPUTY

THIRD JUDICIAL DISTRICT COURT
LYON COUNTY, NEVADA

LEO KRAMER,
AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, et. al.,

Defendants.

Case No.: 18-CV-00663

JOINT CASE CONFERENCE REPORT

DEPT 1

JOINT CASE CONFERENCE REPORT
DISCOVERY PLANNING/DISPUTE
CONFERENCE REQUESTED:
YES _____ NO __X___
SETTLEMENT CONFERENCE
REQUESTED:
YES_____ NO __X___

If yes, list five dates that parties are available to attend a Settlement Conference (provide dates that are at least 90 days after the filing of the Case Conference Report - all Settlement Conferences will be set at 10:30 a.m., Tuesdays through Fridays):

I.

2303

PROCEEDINGS PRIOR TO CASE CONFERENCE REPORT

A. DATE OF SERVING NOTICE OF DEFAULT ON PLAINTIFFS---NONE.

Plaintiffs were not served with notice of default as required by Nevada law

B. DATE OF FILING OF COMPLAINT: June 8, 2018

C. DATE OF FILING OF FIRST AMENDED COMPLAINT: October 29, 2018

D. DATE OF FILING OF ANSWER BY NATIONAL DEFAULT SERVICING CORPORATION: May 17, 2019

E. DATE OF FILING OF ANSWER BY NATIONAL DEFAULT SERVICING CORPORATION: May 29, 2019

F. DATE THAT EARLY CASE CONFERENCE WAS HELD AND WHO ATTENDED: The early case conference was held on June 24, 2019. Ace C. Van Patten, Esq., of Tiffany & Bosco, P.A., appearing on behalf of Defendant, National Default Servicing Corporation; Matthew Schriever, Esq., of Hutchison & Steffen, appearing on behalf of Defendant, Breckenridge Property Fund 2016 LLC; and Audrey Kramer and Leo Kramer were appearing in proper person.

II.

A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND EACH CLAIM FOR RELIEF OR DEFENSE PURSUANT TO 16.1(c)(2)(A)

A. Description of the action:

Plaintiffs contend that, there has been an ***unlawful, fraudulent, or willful oppressive sale*** of Plaintiffs' real property by the Defendants and that, under the circumstances surrounding the ***unlawful, fraudulent or willful oppressive sale*** of Plaintiffs' real property, Plaintiffs' are alleging:

WRONGFUL FORECLOSURE, and DECLARATORY RELIEF

B. Claims for relief:

I. For treble damages;

II. For cancellation of Substitution of Trustee;

III. For cancellation of Notice of Default;

IV. For cancellation of Trustee Deed Sale;

V. For cancellation of Trustee Deed Upon Sale;

VI. That the Defendants have no enforceable secured or unsecured claim against the Property;

VII. Plaintiffs own in fee simple, and is entitled to the quiet and peaceful possession of, the above-described property.

VIII. Defendants, and each of them, and all persons claim under them, have no estate, right, title, lien, or interest in or to the real property or any part of the property;

IX. Plaintiffs are entitled to the exclusive possession of the property;

X. For compensatory damages in an amount to be determined by proof at trial;

XI. For special damages in an amount to be determined by proof at trial;

XII. For general damages as allowed by law;

XIII. For punitive damages as allowed by law;

XIV. For restitution as allowed by law;

XV. For attorney's fees and costs of this action.

A. **Affirmative Defenses:**

Defendant, National Default Servicing Corporation:

AFFIRMATIVE DEFENSES

1. The First Amended Complaint, and each and every alleged cause of action contained therein, fails to state a suitable and cognizable claim upon which relief may be granted.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the 3rd Judicial District Court ruled at a hearing on May 1, 2019, that Defendant, NDSC did not provide Plaintiffs with proper written Notice of Notice of Default in accordance with Nevada State Foreclosure Laws and ruled to: Dismiss Defendants' Motions to Dismiss Plaintiffs' First Amended Complaint, and further ruled that Plaintiffs causes of action for UNLAWFUL FORECLOSURE and DECLARATORY RELIEF may move

forward. Additionally, attorney for NDSC admitted at the same hearing on May 1, 2019, that they did not, and further argued that they did not need to, provide proper written Notice of Notice of Default according to Nevada State Foreclosure Laws.

2. The matters complained of in the First Amended Complaint were proximately caused, in whole or in part, by the acts or omissions of a third party of parties, or by Plaintiffs. Accordingly, the liability of Defendant and responsible parties, named or unnamed, should be apportioned and the liability, if any of Defendant should be reduced accordingly.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this Affirmative Defense, NDSC did solely conduct the UNLAWFUL FORECLOSURE and SALE of Plaintiffs' real property.

3. The matters complained of in the First Amended Complaint were proximately caused, in whole or in part, by the negligence of a third party or parties, or the negligence of Plaintiffs.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this Affirmative Defense, NDSC did solely conduct the UNLAWFUL FORECLOSURE and SALE of Plaintiffs' real property.

4. Plaintiffs had actual notice of Defendant's foreclosure sale of the Property.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this Affirmative Defense, NDSC admitted at a hearing on May 1, 2019, that Plaintiffs were not provided proper written Notice of Notice of Default, in accordance with Nevada Statute of Nevada State Foreclosure Laws; further, the 3rd Judicial District Court concurred that Plaintiffs were not given proper written Notice of Notice of Default, and thus the Court ruled that Plaintiffs' causes of action for the UNLAWFUL FORECLOSURE and DECLARATORY RELIEF claims may move forward.

5. Plaintiffs were on inquiry and/or constructive notice of Defendant's foreclosure sale of the Property.

6.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree and vehemently assert that they were not provided with proper written Notice of Notice of Foreclosure of their real property in accordance with Nevada Statute foreclosure laws of the State of Nevada.

7. Plaintiffs have sustained no damage by reason of the alleged misconduct of defendant.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs strongly disagree with this AFFIRMATIVE DEFENSE, Plaintiffs sustained substantial damages: Plaintiffs suffered monetary loss of income by the UNLAWFUL FORECLOSURE of their real property, Plaintiffs' also suffered loss of reputation, and suffered being publicly humiliated. Additionally, Plaintiffs suffered public attack of Plaintiffs' good name through the local paper and social media. Plaintiffs have also suffered tremendous stress and cost in having to defend against the UNLAWFUL FORECLOSURE of their property.

8. None of the injuries allegedly suffered by Plaintiffs were proximately caused by any conduct of Defendant.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the injuries Plaintiffs suffered were due to the direct result of Defendant, NDSC's UNLAWFUL FORECLOSURE of Plaintiffs' property, by failing to provide proper written Notice of Notice of Default and by the use of FRAUDULENT documents in which to UNLAWFULLY FORECLOSE on Plaintiffs' property.

9. By Plaintiffs' own conduct, they are estopped from making the claims herein.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as Plaintiffs DID NOT owe any monies and did not cause the UNLAWFUL FORECLOSURE and SALE of their property.

Additionally, Plaintiffs are not estopped from making the claims herein against NDSC for the UNLAWFUL FORECLOSURE of Plaintiffs' property, as NDSC failed to give proper written Notice of Notice of Default, as required by Nevada Statute, and further, lacked legal standing to foreclose on Plaintiffs property. NDSC was not, and cannot prove, they were a duly appointed Trustee. Moreover, NDSC used FRAUDULENT documents in which to conduct the UNLAWFUL FORECLOSURE AND SALE of Plaintiffs' property. Moreover, Audrey Kramer, is not, and cannot, be judicially estopped.

10. The Plaintiffs are judicially estopped from asserting the claims herein.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE. Plaintiffs DID NOT cause the UNLAWFUL FORECLOSURE and SALE of their property. Further, Plaintiffs are not judicially estopped from making the claims herein against NDSC, as the UNLAWFUL FORECLOSURE and SALE of Plaintiffs' property was a direct result of NDSC's failure to give proper written Notice of Notice of Default, as required by Nevada Statute. Further, NDSC lacked legal standing, as they were not a duly appointed Trustee and cannot prove otherwise. NDSC relied on FRAUDULENT documents in which to FORECLOSE on Plaintiffs' property. Furthermore, Audrey Kramer, is not, and cannot, be judicially estopped.

10. Plaintiffs' claims are barred by the doctrine of laches and/or unclean hands.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as NDSC has unclean hands by relying on the use of FRAUDULENT documents in which to conduct the UNLAWFUL FORECLOSURE AND SALE of Plaintiffs' property.

11. Plaintiffs' have, through their own acts and/or omissions, failed to mitigate their damages, the existence of which are denied, and Defendant has therefore been released and discharged from any liability.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the 3rd Judicial District Court has noted at a hearing on May 1, 2019, that Defendant, NDSC did not provide Plaintiffs with proper written Notice of Notice of Default in accordance with Nevada State Foreclosure Laws and ruled to Dismiss Defendants' Motions to Dismiss Plaintiffs' First Amended Complaint, and further ruled that Plaintiffs causes of action for UNLAWFUL FORECLOSURE and DECLARATORY RELIEF may move forward. Additionally, attorney for NDSC admitted at the same hearing on May 1, 2019, that they did not, and further argued that they did not need to, provide proper written Notice of Notice of Default according to Nevada State Foreclosure Laws.

12. The acts or omissions complained of by Plaintiffs were justified.

Plaintiffs' position on this Affirmative Defense:

Defendant's act or omission complained of by Plaintiffs were not justified because Defendant's act or omission complained of were in contravention of Nevada laws.

13. The Property was sold to a subsequent bona fide purchaser for value.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, the 3rd Judicial District Court acknowledged the UNLAWFUL FORECLOSURE of Plaintiffs property due to NDSC's failure to properly provide written Notice of Notice of Default, making the foreclosure and sale of Plaintiffs' property VOID; and thus, informed Defendants, NDSC and Breckenridge Property Fund 2016, that Breckenridge they CAN NOT be a bona fide encumbrancer of Plaintiffs' property because the FORECLSURE & SALE were UNLAWFUL, and therefore, the UNLAWFUL SALE of Plaintiffs' property would most likely be unwound.

14. Plaintiffs' claims are barred by the doctrine of equitable estoppel.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, Plaintiffs DID NOT cause the UNLAWFUL FORECLOSURE and SALE of their property. Further, Plaintiffs are not barred by the doctrine of equitable estopped from making the claims herein against NDSC for the UNLAWFUL FORECLOSURE, which was as a direct result of NDSC failing to give proper written Notice of Notice of Default, as required by Nevada Statute, and for lacking legal standing to foreclose on Plaintiffs property, as NDSC was not, and cannot, prove that they were a duly appointed Trustee, and furthermore, NDSC relied on FRAUDULENT documents in which to conduct the UNLAWFUL FORECLOSURE AND SALE of Plaintiffs' property. Furthermore, Audrey Kramer, is not, and cannot, be judicially estopped.

15. Plaintiffs waived any right that they may have had for relief from the Court.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the 3rd. Judicial District Court has acknowledged that Defendant, NDSC did not provide Plaintiffs with proper written Notice of Notice of Default in accordance with Nevada State Foreclosure Laws and ruled that Plaintiffs may move forward with their causes of action for UNLAWFUL FORECLOSURE and DECLARATORY RELIEF. Further, attorney for NDSC admitted at a hearing on May 1, 2019, that they did not provide proper written Notice of Notice of Default according to Nevada State Foreclosure Laws. Additionally, NDSC was not, and cannot, prove that they were a duly appointed Trustee, and therefore, had no authority in which to foreclose on Plaintiffs' property. Furthermore, NDSC relied on the use of FRAUDULENT documents in which to conduct the UNLAWFUL FORECLOSURE and SALE of Plaintiffs' property.

16. Defendant has complied with all relevant Nevada and Federal statures governing the relationship, if any, between Plaintiffs and Defendant in regard to the conduct of Defendant alleged in the First Amended Complaint.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the Court has recognized that Defendant, NDSC did not provide Plaintiffs with proper written Notice of Notice of Default in accordance with Nevada State Foreclosure Laws and have ruled that Plaintiffs may move forward with their causes of action for UNLAWFUL FORECLOSURE and DECLARATORY RELIEF. Further, attorney for NDSC admitted at a hearing on May 1, 2019, that they did not provide proper written Notice of Notice of Default according to Nevada State Foreclosure Laws, further stating they were not required to give Plaintiffs written Notice of Default, via Certified US Mail, return receipt requested.

17. It has been necessary for Defendant to employ the services of an attorney to defend this action and a reasonable sum should be awarded to Defendant as and for attorney fees, together with its costs expended in this action.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the Court has recognized that Defendant, NDSC did not provide Plaintiffs with proper written Notice of Notice of Default in accordance with Nevada State Foreclosure Laws and ruled that Plaintiffs may move forward with their causes of action for UNLAWFUL FORECLOSURE and DECLARATORY RELIEF. Further, attorney for NDSC admitted at a hearing on May 1, 2019, that they did not provide proper written Notice of Notice of Default according to Nevada State Foreclosure Laws. Furthermore, Defendants relied on the use of FRAUDULENT documents in which to WRONGFULLY FORECLOSE on Plaintiffs property.

18. Plaintiffs' claims are barred by the applicable statute of limitations.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as any applicable statutes of limitations have been tolled by the Defendants' continuing, fraud, knowing, and active concealment of the facts alleged herein. Despite exercising reasonable diligence, Plaintiffs could not have discovered, did not discover, and was prevented from discovering, the wrongdoing complained of herein. Plaintiffs reserves their right to additional discovery contingent on the findings from Discovery Set (1) one.

19. Defendant alleges that at this time it has insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses in the available. Therefore, Defendants reserves the right to assert additional affirmative defenses in the event that discovery indicates that such unstated affirmative defenses are appropriate.

Defendant, Breckenridge Property Fund 2016 LLC:

AFFIRMATIVE DEFENSES

1. Plaintiffs' claims on file herein fail to state a claim against Defendant, which relief can be granted.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

2. Plaintiffs' claims are barred by the doctrine of waiver, estoppel, unclean hands and other equitable defenses.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

3. Plaintiffs' claims are barred by the application stature of limitations and/or the doctrine of laches.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer

Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

4. Plaintiffs' claims are barred by the statute of frauds.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

5. Defendant was a bona fide purchaser for value of the Property in good faith and without notice of any of the alleged defects to the Property.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

6. The damages, if any, allegedly sustained by Plaintiffs were caused in whole by other parties' acts or omissions.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

7. Defendant incorporates all affirmative defe3nses as set forth in NRCP 8(c).

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

8. Defendant denies each and every allegation not specifically answered.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs

First Amended Complaint in accordance with the court ordered due date of May 21, 2019

9. All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer to the First Amended Complaint and therefore, Defendants reserves the right to amend its Answers to allege additional affirmative defenses if subsequent investigations so warrant.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the 'court ordered' due date of May 21, 2019.

III.

A BRIEF STATEMENT OF WHETHER THE PARTIES DID OR DID NOT CONSIDER SETTLEMENT AND WHETHER SETTLEMENT OF THE CASE MAY BE POSSIBLE PURSUANT TO 15.1(c)(2)(B)

The potential for settlement was considered and discussed but does not appear to be possible at this point.

IV.

LIST OF ALL DOCUMENTS, DATA COMPILATIONS, DAMAGES COMPUTATIONS, INSURANCE AGREEMENTS, TANGIBLE THINGS AND OTHER REQUIRED INFORMATION IN THE POSSESSION, CUSTODY OF CONTROL OF EACH PARTY WHICH WERE IDENTIFIED OR PROVIDED AT THE EARLY CASE CONFERENCE OR AS A RESULT THEREOF PURSUANT TO 16.1(c)(2)(E), (G), (H)

A. Plaintiffs: Plaintiffs' initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

B. Defendant, National Default Servicing Corporation: Defendant's initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

C. Defendant, Breckenridge Property Fund 2016, LLC: Defendant's initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

V.

LIST OF PERSONS IDENTIFIED BY EACH PARTY AS LIKELY TO HAVE INFORMATION DISCOVERABLE UNDER RULE 26(B), INCLUDING IMPEACHMENT OR REBUTTAL WITHNESSES, MEDICAL PROVIDERS AND EXPERTS PURSUANT TO 16.1(a)(1)(A) and 16.1(c)(D), (F), (I)

A. Plaintiffs: Plaintiffs' initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

B. Defendant, National Default Servicing Corporation: Defendant's initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

C. Defendant, Breckenridge Property Fund 2016 LLC: Defendant's initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

VI.

DISCOVERY PLAN PURSUANT TO 16.1(b)(4)(C) and 16.1(c)(2)

A. What changes, if any, should be made in the timing, form or requirements for disclosures under 16.1(a)

1. Plaintiffs' view: Plaintiffs preserves their rights to amend.

2. Defendants' view: None

B. When disclosures under 16.1(a)(1) were made or will be made:

1. Plaintiffs' disclosures: July 12, 2019

2. Defendant, National Default Servicing Corporation's disclosures: July 12, 2019.

3. Defendant, Breckenridge Property Fund 2016 LLC's disclosures: July 12, 2019

C. Subjects on which discovery may be needed:

1. Plaintiffs' view: All claims and defenses relating to the claims set forth in the First Amended Complaint, and the Answers on file herein.

2. Defendant, National Default Servicing Corporation's disclosures: All claims and defenses relating to the claims set forth in the First Amended Complaint, and the Answers on file herein.

3. Defendant, Breckenridge Property Fund 2016 LLC's disclosures: All claims and defenses relating to the claims set forth in the First Amended Complaint and the

Answers on file herein.

B. A statement identifying any issues about preserving discoverable information [16.1(c)(2)(J)]:

1. Plaintiff's view: Plaintiffs are currently conducting investigation.

2. Defendants' view: N/A

C. Should discovery be conducted in phases or limited to or focused upon particular issues?

1. Plaintiffs' view: It depends on the information obtained through discovery, Plaintiffs reserve the right to submit subsequent Discovery Set (2) & (3) depending on information received.

2. Defendant, National Default Servicing Corporation's view: No

3. Defendant, Breckenridge Property Fund 2016 LLC's view: No

D. What changes, if any, should be made in limitations on discovery imposed under these rules and what, if any, other limitations should be imposed?

1. Plaintiffs' view: There should be no discovery limitations other than those already embodied in the Nevada Rules of Civil Procedure or as directed by the Court.

2. Defendant, National Default Servicing Corporation's view: There should be no discovery limitations other than those already embodied in the Nevada Rules of Civil Procedure ~~of~~ or as directed by the Court.

3. Defendant, Breckenridge Property Fund 2016 LLC's view: There should be no discovery limitations other than those already embodied in the Nevada Rules of Civil Procedure ~~of~~ or as directed by the Court.

E. A statement identifying any issues about trade secrets or other confidential information, and whether the parties have agreed upon a confidentiality order or whether a Rule 26(c) motion for protective order will be made [16.1(c)(2)(K)]:

1. Plaintiffs' view: N/A

2. Defendants' View: N/A

F. What, if any, other orders should be entered by court under Rule 26(c) or Rule 15(b) and (c):

1. Plaintiffs' view: None

2. Defendants' view: None

G. Estimated time for trial:

1. Plaintiffs' view: 2-3 days.

2. Defendants' view: 2-3 days.

VII.

DISCOVERY AND MOTION DATES PURSUANT TO 16.1(c)(2)(L)-(O)

A. Dates agreed by the parties:

1. Close of discovery December 20, 2019

2. Final date to file motions to amend pleadings or add parties (without a further court order): September 20, 2019

3. Final Dates for expert disclosures: September 20, 2019

ii. Rebuttal disclosures: October 20, 1019

4. Final date to file dispositive motions: January 19, 2020

VIII.

JURY DEMAND PURSUANT TO 16.1(c)(2)(Q)

A jury demand has been filed: Yes

IX.

INITIAL DISCLOSURES/OBJECTIONS PURSUANT TO 16.1(a)(1)

If a party objects during the Early Case Conference that initial disclosures are not appropriate in the circumstances of this case, those objections must be stated herein. The Court shall determine what disclosures, if any, are to be made and shall set the time for such disclosure.

This report is signed in accordance with rule 26(g)(1) of the Nevada Rules of Civil Procedure. Each signature constitutes a certification that to the best of the signer's knowledge, information and belief, formed after a reasonable inquiry, the disclosures made by the signer are complete and correct as of this time.

DATED this___day of July, 2019

Leo Kramer
2364 Redwood Road
Hercules, CA 94547

DATED this__day of July, 2019

Audrey Kramer
2364 Redwood Road
Hercules, CA 94547

PROOF OF SERVICE

The UPS Store
1511 Sycamore Ave. Ste M
Hercules, CA 94547
store2796@theupsstore.com

STATE OF CALIFORNIA)
) SS:
COUNTY OF CONTRA COSTA)

I am employed in the County of Contra Costa, State of California. I am over the age of 18 and not a party to the within action; my business address is _____
On July 12, 2019, I served the foregoing document entitled:

JOINT CASE CONFERENCE REPORT

on all parties in this action as follows:

PLEASE SEE ATTACHED SERVICE LIST

__X__ **Mail.** By placing a true copy thereof enclosed in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with first class postage thereon fully paid at Alameda, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter is more than one day after day of deposit for mailing in this Proof of Service.

__X__ **By Telefax.** I transmitted said document by telefax to the offices of the addressees at the telefax numbers on the attached Service List.

_____ **By Personal Service.** I delivered such envelope by hand to the addressee(s).

_____ **By Overnight Courier.** I caused the above-referenced document(s) to be delivered to an overnight courier service for next day delivery to the addressee(s) on the attached Service List.

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

Executed on July 12, 2019, at HERCULES, California.

Corina DiGrazia
Name of Declarant

Signature of Declarant

2319

SERVICE LIST:

Mathew K. Schriever
John T. Steffen
Hutchison & Steffen
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145

Attorneys for Defendants,
BRECKENRIDGE PROPERTY FUND 2016 LLC, et al.

Ace Van Patten
Kevin S. Soderstrom
Tiffany & Bosco, P.A.
10100 W. Charleston Blvd., Ste 220
Las Vegas, NV 89107

Attorneys for Defendant,
NATIONAL DEFAULT SERVICING CORPORATION

LEO KRAMER
AUDREY KRAMER
2364 REDWOOD ROAD
HERCULES, CA 94547

PLAINTIFFS IN PRO PER

FILED
2019 JUL 22 PM 3:06
TANYA SCEIRINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT
Tanya Sceirine

THIRD JUDICIAL DISTRICT COURT
LYON COUNTY, NEVADA

LEO KRAMER,
AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, et. al.,

Defendants.

Case No.: 18-CV-00663

INDIVIDUAL CASE CONFERENCE REPORT

DEPT 1

PLAINTIFFS, LEO KRAMER and AUDREY KRAMER, wish to inform the Court that the parties are unable to agree upon the contents of a joint case conference report, and therefore, PLAINTIFFS hereby submit an **'INDIVIDUAL' CASE CONFERENCE REPORT'**, as per NRCP 16.1(c)(1)(A)

(2321)

INDIVIDUAL CASE CONFERENCE REPORT

DISCOVERY PLANNING/DISPUTE
CONFERENCE REQUESTED:
YES _____ NO __X___
SETTLEMENT CONFERENCE
REQUESTED:
YES_____ NO __X___

If yes, list five dates that parties are available to attend a Settlement Conference (provide dates that are at least 90 days after the filing of the Case Conference Report - all Settlement Conferences will be set at 10:30 a.m., Tuesdays through Fridays):

I.

PROCEEDINGS PRIOR TO CASE CONFERENCE REPORT

A. DATE OF SERVING NOTICE OF DEFAULT ON PLAINTIFFS---NONE.

Plaintiffs were not served with notice of default as required by Nevada law

B. DATE OF FILING OF COMPLAINT: June 8, 2018

C. DATE OF FILING OF FIRST AMENDED COMPLAINT: October 29, 2018

D. DATE OF FILING OF ANSWER BY NATIONAL DEFAULT SERVICING CORPORATION: May 17, 2019

E. DATE OF FILING OF ANSWER BY NATIONAL DEFAULT SERVICING CORPORATION: May 29, 2019

F. DATE THAT EARLY CASE CONFERENCE WAS HELD AND WHO ATTENDED: The early case conference was held on June 24, 2019. Ace C. Van Patten, Esq., of Tiffany & Bosco, P.A., appearing on behalf of Defendant, National Default Servicing Corporation; Matthew Schriever, Esq., of Hutchison & Steffen, appearing on behalf of Defendant, Breckenridge Property Fund 2016 LLC; and Audrey Kramer and Leo Kramer were appearing in proper person.

2322

II.

A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND EACH CLAIM FOR RELIEF OR DEFENSE PURSUANT TO 16.1(c)(2)(A)

A. Description of the action:

Plaintiffs contend that, there has been an ***unlawful, fraudulent, or willful oppressive sale*** of Plaintiffs' real property by the Defendants and that, under the circumstances surrounding the ***unlawful, fraudulent or willful oppressive sale*** of Plaintiffs' real property, Plaintiffs' are alleging:

WRONGFUL FORECLOSURE, and DECLARATORY RELIEF

B. Claims for relief:

I. For treble damages;

II. For cancellation of Substitution of Trustee;

III. For cancellation of Notice of Default;

IV. For cancellation of Trustee Deed Sale;

V. For cancellation of Trustee Deed Upon Sale;

VI. That the Defendants have no enforceable secured or unsecured claim against the Property;

VII. Plaintiffs own in fee simple, and is entitled to the quiet and peaceful possession of, the above-described property.

VIII. Defendants, and each of them, and all persons claim under them, have no estate, right, title, lien, or interest in or to the real property or any part of the property;

IX. Plaintiffs are entitled to the exclusive possession of the property;

X. For compensatory damages in an amount to be determined by proof at trial;

XI. For special damages in an amount to be determined by proof at trial;

XII. For general damages as allowed by law;

XIII. For punitive damages as allowed by law;

XIV. For restitution as allowed by law;

XV. For attorney's fees and costs of this action.

A. **Affirmative Defenses:**

Defendant, National Default Servicing Corporation:

AFFIRMATIVE DEFENSES

1. The First Amended Complaint, and each and every alleged cause of action contained therein, fails to state a suitable and cognizable claim upon which relief may be granted.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the 3rd Judicial District Court ruled at a hearing on May 1, 2019, that Defendant, NDSC did not provide Plaintiffs with proper written Notice of Notice of Default in accordance with Nevada State Foreclosure Laws and ruled to: Dismiss Defendants' Motions to Dismiss Plaintiffs' First Amended Complaint, and further ruled that Plaintiffs causes of action for UNLAWFUL FORECLOSURE and DECLARATORY RELIEF may move forward. Additionally, attorney for NDSC admitted at the same hearing on May 1, 2019, that they did not, and further argued that they did not need to, provide proper written Notice of Notice of Default according to Nevada State Foreclosure Laws.

2. The matters complained of in the First Amended Complaint were proximately caused, in whole or in part, by the acts or omissions of a third party of parties, or by Plaintiffs. Accordingly, the liability of Defendant and responsible parties, named or unnamed, should be apportioned and the liability, if any of Defendant should be reduced accordingly.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this Affirmative Defense, NDSC did solely conduct the UNLAWFUL FORECLOSURE and SALE of Plaintiffs' real property.

3. The matters complained of in the First Amended Complaint were proximately caused, in whole or in part, by the negligence of a third party or parties, or the negligence of Plaintiffs.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this Affirmative Defense, NDSC did solely conduct the UNLAWFUL FORECLOSURE and SALE of Plaintiffs' real property.

4. Plaintiffs had actual notice of Defendant's foreclosure sale of the Property.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this Affirmative Defense, NDSC admitted at a hearing on May 1, 2019, that Plaintiffs were not provided proper written Notice of Notice of Default, in accordance with Nevada Statute of Nevada State Foreclosure Laws; further, the 3rd Judicial District Court concurred that Plaintiffs were not given proper written Notice of Notice of Default, and thus the Court ruled that Plaintiffs' causes of action for the UNLAWFUL FORECLOSURE and DECLARATORY RELIEF claims may move forward.

5. Plaintiffs were on inquiry and/or constructive notice of Defendant's foreclosure sale of the Property.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree and vehemently assert that they were not provided with proper written Notice of Notice of Foreclosure of their real property in accordance with Nevada Statute foreclosure laws of the State of Nevada.

6. Plaintiffs have sustained no damage by reason of the alleged misconduct of defendant.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs strongly disagree with this AFFIRMATIVE DEFENSE, Plaintiffs sustained substantial damages: Plaintiffs suffered monetary loss of income by the UNLAWFUL FORECLOSURE of their real property, Plaintiffs' also suffered loss of reputation, and suffered being publicly humiliated. Additionally, Plaintiffs suffered public attack of Plaintiffs' good name through the local paper and social media. Plaintiffs have also suffered tremendous stress and cost in having to defend against the UNLAWFUL FORECLOSURE of their property.

7. None of the injuries allegedly suffered by Plaintiffs were proximately caused by any conduct of Defendant.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the injuries Plaintiffs suffered were due to the direct result of Defendant, NDSC's UNLAWFUL FORECLOSURE of Plaintiffs' property, by failing to provide proper written Notice of Notice of Default and by the use of FRAUDULENT documents in which to UNLAWFULLY FORECLOSE on Plaintiffs' property.

8. By Plaintiffs' own conduct, they are estopped from making the claims herein.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as Plaintiffs DID NOT owe any monies and did not cause the UNLAWFUL FORECLOSURE and SALE of their property. Additionally, Plaintiffs are not estopped from making the claims herein against NDSC for the UNLAWFUL FORECLOSURE of Plaintiffs' property, as NDSC failed to give proper written Notice of Notice of Default, as required by Nevada Statute, and further, lacked legal standing to foreclose on Plaintiffs property. NDSC was not, and cannot prove, they were a duly appointed Trustee. Moreover,

NDSC used FRAUDULENT documents in which to conduct the UNLAWFUL FORECLOSURE AND SALE of Plaintiffs' property. Moreover, Audrey Kramer, is not, and cannot, be judicially estopped.

9. The Plaintiffs are judicially estopped from asserting the claims herein.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE. Plaintiffs DID NOT cause the UNLAWFUL FORECLOSURE and SALE of their property. Further, Plaintiffs are not judicially estopped from making the claims herein against NDSC, as the UNLAWFUL FORECLOSURE and SALE of Plaintiffs' property was a direct result of NDSC's failure to give proper written Notice of Notice of Default, as required by Nevada Statute. Further, NDSC lacked legal standing, as they were not a duly appointed Trustee and cannot prove otherwise. NDSC relied on FRAUDULENT documents in which to FORECLOSE on Plaintiffs' property. Furthermore, Audrey Kramer, is not, and cannot, be judicially estopped.

10. Plaintiffs' claims are barred by the doctrine of laches and/or unclean hands.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as NDSC has unclean hands by relying on the use of FRAUDULENT documents in which to conduct the UNLAWFUL FORECLOSURE AND SALE of Plaintiffs' property

11. Plaintiffs' have, through their own acts and/or omissions, failed to mitigate their damages, the existence of which are denied, and Defendant has therefore been released and discharged from any liability.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the 3rd Judicial District Court has noted at a hearing on May 1, 2019, that Defendant, NDSC did not provide Plaintiffs with proper written Notice of Notice of Default in accordance with Nevada State Foreclosure Laws and ruled to Dismiss Defendants' Motions to Dismiss Plaintiffs' First Amended Complaint, and further ruled that Plaintiffs causes of action for UNLAWFUL FORECLOSURE and DECLARATORY RELIEF may move forward. Additionally, attorney for NDSC admitted at the same hearing on May 1, 2019, that they did not, and further argued that they did not need to, provide proper written Notice of Notice of Default according to Nevada State Foreclosure Laws.

12. The acts or omissions complained of by Plaintiffs were justified.

Plaintiffs' position on this Affirmative Defense:

Defendant's act or omission complained of by Plaintiffs were not justified because Defendant's act or omission complained of were in contravention of Nevada laws.

13. The Property was sold to a subsequent bona fide purchaser for value.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, the 3rd Judicial District Court acknowledged the UNLAWFUL FORECLOSURE of Plaintiffs property due to NDSC's failure to properly provide written Notice of Notice of Default, making the foreclosure and sale of Plaintiffs'

property VOID; and thus, informed Defendants, NDSC and Breckenridge Property Fund 2016, that Breckenridge they CAN NOT be a bona fide encumbrancer of Plaintiffs' property because the FORECLSURE & SALE were UNLAWFUL, and therefore, the UNLAWFUL SALE of Plaintiffs' property would most likely be unwound.

14. Plaintiffs' claims are barred by the doctrine of equitable estoppel.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, Plaintiffs DID NOT cause the UNLAWFUL FORECLOSURE and SALE of their property. Further, Plaintiffs are not barred by the doctrine of equitable estopped from making the claims herein against NDSC for the UNLAWFUL FORECLOSURE, which was as a direct result of NDSC failing to give proper written Notice of Notice of Default, as required by Nevada Statute, and for lacking legal standing to foreclose on Plaintiffs property, as NDSC was not, and cannot, prove that they were a duly appointed Trustee, and furthermore, NDSC relied on FRAUDULENT documents in which to conduct the UNLAWFUL FORECLOSURE AND SALE of Plaintiffs' property. Furthermore, Audrey Kramer, is not, and cannot, be judicially estopped.

15. Plaintiffs waived any right that they may have had for relief from the Court.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the 3rd. Judicial District Court has acknowledged that Defendant, NDSC did not provide Plaintiffs with proper written Notice of Notice of

Default in accordance with Nevada State Foreclosure Laws and ruled that Plaintiffs may move forward with their causes of action for UNLAWFUL FORECLOSURE and DECLARATORY RELIEF. Further, attorney for NDSC admitted at a hearing on May 1, 2019, that they did not provide proper written Notice of Notice of Default according to Nevada State Foreclosure Laws. Additionally, NDSC was not, and cannot, prove that they were a duly appointed Trustee, and therefore, had no authority in which to foreclose on Plaintiffs' property. Furthermore, NDSC relied on the use of FRAUDULENT documents in which to conduct the UNLAWFUL FORECLOSURE and SALE of Plaintiffs' property.

16. Defendant has complied with all relevant Nevada and Federal statures governing the relationship, if any, between Plaintiffs and Defendant in regard to the conduct of Defendant alleged in the First Amended Complaint.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the Court has recognized that Defendant, NDSC did not provide Plaintiffs with proper written Notice of Notice of Default in accordance with Nevada State Foreclosure Laws and have ruled that Plaintiffs may move forward with their causes of action for UNLAWFUL FORECLOSURE and DECLARATORY RELIEF. Further, attorney for NDSC admitted at a hearing on May 1, 2019, that they did not provide proper written Notice of Notice of Default according to Nevada State Foreclosure Laws, further stating they were not required to give Plaintiffs written Notice of Default, via Certified US Mail, return receipt requested.

17. It has been necessary for Defendant to employ the services of an attorney to defend this action and a reasonable sum should be awarded to Defendant as and for attorney fees, together with its costs expended in this action.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as the Court has recognized that Defendant, NDSC did not provide Plaintiffs with proper written Notice of Notice of Default in accordance with Nevada State Foreclosure Laws and ruled that Plaintiffs may move forward with their causes of action for UNLAWFUL FORECLOSURE and DECLARATORY RELIEF. Further, attorney for NDSC admitted at a hearing on May 1, 2019, that they did not provide proper written Notice of Notice of Default according to Nevada State Foreclosure Laws. Furthermore, Defendants relied on the use of FRAUDULENT documents in which to WRONGFULLY FORECLOSE on Plaintiffs property.

18. Plaintiffs' claims are barred by the applicable statute of limitations.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs disagree with this AFFIRMATIVE DEFENSE, as any applicable statutes of limitations have been tolled by the Defendants' continuing, fraud, knowing, and active concealment of the facts alleged herein. Despite exercising reasonable diligence, Plaintiffs could not have discovered, did not discover, and was prevented from discovering, the wrongdoing complained of herein. Plaintiffs reserves their right to additional discovery contingent on the findings from Discovery Set (1) one.

19. Defendant alleges that at this time it has insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses in the available. Therefore, Defendants reserves the right to assert additional affirmative defenses in the event that discovery indicates that such unstated affirmative defenses are appropriate.

Defendant, Breckenridge Property Fund 2016 LLC:

AFFIRMATIVE DEFENSES

1. Plaintiffs' claims on file herein fail to state a claim against Defendant, which relief can be granted.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

2. Plaintiffs' claims are barred by the doctrine of waiver, estoppel, unclean hands and other equitable defenses.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

3. Plaintiffs' claims are barred by the application stature of limitations and/or the doctrine of laches.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

4. Plaintiffs' claims are barred by the statute of frauds.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

5. Defendant was a bona fide purchaser for value of the Property in good faith and without notice of any of the alleged defects to the Property.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer

Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

6. The damages, if any, allegedly sustained by Plaintiffs were caused in whole by other parties' acts or omissions.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

7. Defendant incorporates all affirmative defe3nses as set forth in NRCP 8(c).

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019.

8. Defendant denies each and every allegation not specifically answered.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the court ordered due date of May 21, 2019

9. All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer to the First Amended Complaint and therefore, Defendants reserves the right to amend its Answers to allege additional affirmative defenses if subsequent investigations so warrant.

Plaintiffs' position on this Affirmative Defense:

Plaintiffs move to strike all of Breckenridge's Affirmative Defenses for failure to Answer Plaintiffs First Amended Complaint in accordance with the 'court ordered' due date of May 21, 2019.

III.

A BRIEF STATEMENT OF WHETHER THE PARTIES DID OR DID NOT CONSIDER SETTLEMENT AND WHETHER SETTLEMENT OF THE CASE MAY BE POSSIBLE PURSUANT TO 15.1(c)(2)(B)

The potential for settlement was considered and discussed but does not appear to be possible at this point.

IV.

LIST OF ALL DOCUMENTS, DATA COMPILATIONS, DAMAGES COMPUTATIONS, INSURANCE AGREEMENTS, TANGIBLE THINGS AND OTHER REQUIRED INFORMATION IN THE POSSESSION, CUSTODY OF CONTROL OF EACH PARTY WHICH WERE IDENTIFIED OR PROVIDED AT THE EARLY CASE CONFERENCE OR AS A RESULT THEREOF PURSUANT TO 16.1(c)(2)(E), (G), (H)

A. Plaintiffs: Plaintiffs' initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

B. Defendant, National Default Servicing Corporation: Defendant's initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

C. Defendant, Breckenridge Property Fund 2016, LLC: Defendant's initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

V.

LIST OF PERSONS IDENTIFIED BY EACH PARTY AS LIKELY TO HAVE INFORMATION DISCOVERABLE UNDER RULE 26(B), INCLUDING IMPEACHMENT OR REBUTTAL WITNESSES, MEDICAL PROVIDERS AND EXPERTS PURSUANT TO 16.1(a)(1)(A) and 16.1(c)(D), (F), (I)

A. Plaintiffs: Plaintiffs' initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

B. Defendant, National Default Servicing Corporation: Defendant's initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

C. Defendant, Breckenridge Property Fund 2016 LLC: Defendant's initial disclosures will be served by July 12, 2019 in accordance with NRCP 16.1(a)(1)(c).

VI.

DISCOVERY PLAN PURSUANT TO 16.1(b)(4)(C) and 16.1(c)(2)

A. What changes, if any, should be made in the timing, form or requirements for disclosures under 16.1(a)

1. Plaintiffs' view: Plaintiffs preserves their rights to amend.

2. Defendants' view: None

B. When disclosures under 16.1(a)(1) were made or will be made:

1. Plaintiffs' disclosures: July 12, 2019

2. Defendant, National Default Servicing Corporation's disclosures: July 12, 2019.

3. Defendant, Breckenridge Property Fund 2016 LLC's disclosures: July 12, 2019

C. Subjects on which discovery may be needed:

1. Plaintiffs' view: All claims and defenses relating to the claims set forth in the First Amended Complaint, and the Answers on file herein.

2. Defendant, National Default Servicing Corporation's disclosures: All claims and defenses relating to the claims set forth in the First Amended Complaint, and the Answers on file herein.

3. Defendant, Breckenridge Property Fund 2016 LLC's disclosures: All claims and defenses relating to the claims set forth in the First Amended Complaint and the Answers on file herein.

B. A statement identifying any issues about preserving discoverable information [16.1(c)(2)(J)]:

1. Plaintiff's view: Plaintiffs are currently conducting investigation.

2. Defendants' view: N/A

C. Should discovery be conducted in phases or limited to or focused upon particular issues?

1. Plaintiffs' view: It depends on the information obtained through discovery, Plaintiffs reserve the right to submit subsequent Discovery Set (2) & (3) depending on information received.

2. Defendant, National Default Servicing Corporation's view: No

3. Defendant, Breckenridge Property Fund 2016 LLC's view: No

D. What changes, if any, should be made in limitations on discovery imposed under these rules and what, if any, other limitations should be imposed?

1. Plaintiffs' view: There should be no discovery limitations other than those already embodied in the Nevada Rules of Civil Procedure or as directed by the Court.

2. Defendant, National Default Servicing Corporation's view: There should be no discovery limitations other than those already embodied in the Nevada Rules of Civil Procedure ~~of~~ or as directed by the Court.

3. Defendant, Breckenridge Property Fund 2016 LLC's view: There should be no discovery limitations other than those already embodied in the Nevada Rules of Civil Procedure ~~of~~ or as directed by the Court.

E. A statement identifying any issues about trade secrets or other confidential information, and whether the parties have agreed upon a confidentiality order or whether a Rule 26(c) motion for protective order will be made [16.1(c)(2)(K)]:

1. Plaintiffs' view: N/A

2. Defendants' View: N/A

F. What, if any, other orders should be entered by court under Rule 26(c) or Rule 15(b) and (c):

1. Plaintiffs' view: None

2. Defendants' view: None

G. Estimated time for trial:

1. Plaintiffs' view: 2-3 days.

2. Defendants' view: 2-3 days.

VII.

DISCOVERY AND MOTION DATES PURSUANT TO 16.1(c)(2)(L)-(O)

A. Dates agreed by the parties:

1. Close of discovery December 20, 2019

2. Final date to file motions to amend pleadings or add parties (without a further court order): September 20, 2019

3. Final Dates for expert disclosures: September 20, 2019

ii. Rebuttal disclosures: October 20, 1019

4. Final date to file dispositive motions: January 19, 2020

VIII.

JURY DEMAND PURSUANT TO 16.1(c)(2)(Q)

A jury demand has been filed: Yes

IX.

INITIAL DISCLOSURES/OBJECTIONS PURSUANT TO 16.1(a)(1)

If a party objects during the Early Case Conference that initial disclosures are not appropriate in the circumstances of this case, those objections must be stated herein. The Court shall determine what disclosures, if any, are to be made and shall set the time for such disclosure.

This report is signed in accordance with rule 26(g)(1) of the Nevada Rules of Civil Procedure. Each signature constitutes a certification that to the best of the signer's knowledge, information and belief, formed after a reasonable inquiry, the disclosures made by the signer are complete and correct as of this time.

DATED this 19TH day of July, 2019

Leo Kramer
2364 Redwood Road
Hercules, CA 94547

DATED this 19 day of July, 2019

Audrey Kramer
2364 Redwood Road
Hercules, CA 94547

PROOF OF SERVICE

STATE OF CALIFORNIA)
) SS:
COUNTY OF CONTRA COSTA)

The UPS Store
1511 Sycamore Ave. Ste M
Hercules, CA 94547
store2796@theupsstore.com

I am employed in the County of Contra Costa, State of California. I am over the age of 18 and not a party to the within action; my business address is _____
On July 19, 2019, I served the foregoing document entitled:

'INDIVIDUAL' CASE CONFERENCE REPORT

on all parties in this action as follows:

PLEASE SEE ATTACHED SERVICE LIST

__X__ **Mail**. By placing a true copy thereof enclosed in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with first class postage thereon fully paid at Alameda, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter is more than one day after day of deposit for mailing in this Proof of Service.

__X__ **By E-MAIL/Telefax**. I, Audrey Kramer, also transmitted said document by E-MAIL/Telefax to the offices of the addressees at the email/telefax numbers on the attached Service List. (avp@tblaw.com), mschriever@hutchlegal.com, Declarant: Audrey Kramer 7/19/2019

_____ **By Personal Service**. I delivered such envelope by hand to the addressee(s).

_____ **By Overnight Courier**. I caused the above-referenced document(s) to be delivered to an overnight courier service for next day delivery to the addressee(s) on the attached Service List.

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

Executed on July 19, 2019, at HERCULES, California.

Corina DiGrazia
Name of Declarant

Signature of Declarant

0338

SERVICE LIST:

Mathew K. Schriever
John T. Steffen
Hutchison & Steffen
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
mschriever@hutchlegal.com

Attorneys for Defendants,
BRECKENRIDGE PROPERTY FUND 2016 LLC, et al.

Ace Van Patten
Kevin S. Soderstrom
Tiffany & Bosco, P.A.
10100 W. Charleston Blvd., Ste 220
Las Vegas, NV 89107
(avp@tblaw.com)

Attorneys for Defendant,
NATIONAL DEFAULT SERVICING CORPORATION

LEO KRAMER, Pro Se
AUDREY KRAMER, Pro Se
2364 REDWOOD ROAD
HERCULES, CA 04547

PLAINTIFFS IN PRO PER

FILED

2019 JUL 30 PM 1:26

TANYA SCHERINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Kathy Thomas DEPUTY

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF LYON

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICEING CORPORATION, BRECKENRIDG PROPERTY FUND 2016 LLC, ET AL Defendants.	Case No. 18-CV-00663 **DEMAND FOR JURY TRIAL** Dept. 1

PLAINTIFFS, LEO KRAMER and **AUDREY KRAMER,** in accordance with NRCP 38 (b), hereby demands a trial by jury on all issues triable by a jury in the above-entitled action.

Dated: 7/29/2019

Leo Kramer
LEO KRAMER, PRO SE

Dated: 7/29/2019

Audrey Kramer
AUDREY KRAMER, PRO SE

The UPS Store
1511 Sycamore Ave. Ste M
Hercules, CA 94547
store2796@theupsstore.com

PROOF OF SERVICE

I am over the age of 18 and not a party to this action.

I am a resident of or employed in the county of CONTRA COSTA; my business/residence address is: _____.

On July 29, 2019 I served the foregoing document(s) described as:

DEMAND FOR JURY TRIAL to the following parties:

Ace Van Patten
Kevin S. Soderstrom
Tiffany & Bosco, P.A.
10100 W. Charleston Blvd., Ste 220
Las Vegas, NV 89107
Attorneys for Defendant, NATIONAL DEFAULT SERVICING CORPORATION

Matthew K. Schriever
John T. Steffen
Hutchison & Steffen
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
Attorneys for Defendants, BRECKENRIDGE PROPERTY FUND 2016 LLC, et al.

[ ] (By U.S. Mail), [X] (UPS), [ ] (FAX) I deposited such envelope in the mail at:

_____

_____

Postage thereon fully prepaid. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

DATE: 07-29-2019

Corina DiGrazia
NAME OF DECLARANT

SIGNATURE OF DECLARANT

ORIGINAL

FILED

2019 AUG -1 PM 12:10

TANYA SCEIRINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT.

JASON C. KOLBE, ESQ.
Nevada Bar No. 11624
ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
(702) 258-8200
Attorney for Defendant National Default Serving Corporation

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE, Defendants.	Case No.: 18-CV-00663 Dept. No.: I

DEFENDANTS' JOINT CASE CONFERENCE REPORT

DISCOVERY PLANNING/DISPUTE CONFERENCE REQUESTED:

YES _____ NO __X__

SETTLEMENT CONFERENCE REQUESTED:

YES_____ NO __X__

If yes, list five dates that parties are available to attend a Settlement Conference (provide dates that are at least 90 days after the filing of the Case Conference Report - all Settlement Conferences will be set at 10:30 a.m., Tuesdays through Fridays):

2342

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

I.

PROCEEDINGS PRIOR TO CASE CONFERENCE REPORT

A. **DATE OF FILING OF COMPLAINT:** June 8, 2018

B. **DATE OF FILING OF FIRST AMENDED COMPLAINT:** October 29, 2018

C. **DATE OF FILING OF ANSWER BY NATIONAL DEFAULT SERVICING CORPORATION:** May 17, 2019

D. **DATE OF FILING OF ANSWER BY BRECKENRIDGE PROPERTY FUND 2016 LLC:** May 29, 2019

E. **DATE THAT EARLY CASE CONFERENCE WAS HELD AND WHO ATTENDED:** The early case conference was held on June 24, 2019. Ace C. Van Patten, Esq., of Tiffany & Bosco, P.A., appearing on behalf of Defendant, National Default Servicing Corporation; Matthew Schriever, Esq., of Hutchison & Steffen, appearing on behalf of Defendant, Breckenridge Property Fund 2016 LLC; and Audrey Kramer and Leo Kramer were appearing in proper person.

II.

A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND EACH CLAIM FOR RELIEF OR DEFENSE PURSUANT TO 16.1(c)(2)(A)

A. Description of the action:

Plaintiffs' are alleging wrongful foreclosure, declaratory relief and slander of title.

B. Claims for relief:

I. For treble damages;

II. For cancellation of Substitution of Trustee;

III. For cancellation of Notice of Default;

IV. For cancellation of Notice of Trustee Sale;

V. For cancellation of Trustee Deed Upon Sale;

VI. That the Defendants have no enforceable secured or unsecured claim against the Property;

///

2343

VII. Plaintiffs owns in fee simple, and is entitled to the quiet and peaceful possession of, the above-described real property;

VIII. Defendants, and each of them, and all persons claiming under them, have no estate, right, title, lien, or interest in or to the real property or any part of the property;

IX. Plaintiffs are entitled to the exclusive possession of the property;

X. For compensatory damages in an amount to be determined by proof at trial;

XI. For special damages in an amount to be determined by proof at trial;

XII. For general damages in an amount to be determined by proof at trial;

XIII. For punitive damages as allowed by law;

XIV. For restitution as allowed by law;

XV. For attorney's fees and costs of this action.

C. Defenses:

Defendant, National Default Servicing Corporation:

AFFIRMATIVE DEFENSES

1. The Amended Complaint, and each and every alleged cause of action contained therein, fails to state a suitable and cognizable claim upon which relief may be granted.

2. The matters complained of in the Amended Complaint were proximately caused, in whole or in part, by the acts or omissions of a third party of parties, or by Plaintiffs. Accordingly, the liability of Defendant and responsible parties, named or unnamed, should be apportioned and the liability, if any of Defendant should be reduced accordingly.

3. The matters complained of in the Amended Complaint were proximately caused, in whole or in part, by the negligence of a third party or parties, or the negligence of Plaintiffs.

4. Plaintiffs had actual notice of Defendant's foreclosure sale of the Property.

5. Plaintiffs were on inquiry and/or constructive notice of Defendant's foreclosure sale of the Property.

6. Plaintiffs have sustained no damage by reason of the alleged misconduct of Defendant.

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Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

7. None of the injuries allegedly suffered by Plaintiffs were proximately caused by any conduct of Defendant.

8. By Plaintiffs' own conduct, they are estopped from making the claims herein.

9. The Plaintiffs are judicially estopped from asserting the claims herein.

10. Plaintiffs' claims are barred by the doctrine of laches and/or unclean hands.

11. Plaintiffs' have, through their own acts and/or omissions, failed to mitigate their damages, the existence of which are denied, and Defendant has therefore been released and discharged from any liability.

12. The acts or omissions complained of by Plaintiffs were justified.

13. The Property was sold to a subsequent bona fide purchaser for value.

14. Plaintiffs' claims are barred by the doctrine of equitable estoppel.

15. Plaintiffs waived any right that they may have had for relief from the Court.

16. Defendant has complied with all relevant Nevada and Federal statutes governing the relationship, if any, between Plaintiffs and Defendant in regard to the conduct of Defendant alleged in the Amended Complaint.

17. It has been necessary for Defendant to employ the services of an attorney to defend this action and a reasonable sum should be awarded to Defendant as and for attorney's fees, together with its costs expended in this action.

18. Plaintiffs' claims are barred by the applicable statute of limitations.

19. Defendant alleges that at this time it has insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses available. Therefore, Defendant reserves the right to assert additional affirmative defenses in the event that discovery indicates that such unstated affirmative defenses are appropriate.

Defendant, Breckenridge Property Fund 2016 LLC:

AFFIRMATIVE DEFENSES

1. Plaintiffs' claims on file herein fail to state a claim against Defendant, upon which relief can be granted.

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Las Vegas, NV 89135
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2. Plaintiffs' claims are barred by the doctrine of waiver, estoppel, unclean hands and other equitable defenses.

3. Plaintiffs' claims are barred by the application statute of limitations and/or the doctrine of laches.

4. Plaintiffs' claims are barred by the statute of frauds.

5. Defendant was a bona fide purchaser for value of the Property in good faith and without notice of any of the alleged defects to the Property.

6. The damages, in any, allegedly sustained by Plaintiffs were caused in whole by other parties' acts or omissions.

7. Defendant incorporates all affirmative defenses as set forth in NRCP 8(c).

8. Defendant denies each and every allegation not specifically answered.

9. All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer to the Complaint and therefore, Defendants reserves the right to amend its Answer to allege additional affirmative defenses if subsequent investigations so warrant.

III.

A BRIEF STATEMENT OF WHETHER THE PARTIES DID OR DID NOT CONSIDER SETTLEMENT AND WHETHER SETTLEMENT OF THE CASE MAY BE POSSIBLE PURSUANT TO 16.1(c)(2)(B)

The potential for settlement was considered and discussed but does not appear to be possible at this point.

IV.

LIST OF ALL DOCUMENTS, DATA COMPILATIONS, DAMAGES COMPUTATIONS, INSURANCE AGREEMENTS, TANGIBLE THINGS AND OTHER REQUIRED INFORMATION IN THE POSSESSION, CUSTODY OR CONTROL OF EACH PARTY WHICH WERE IDENTIFIED OR PROVIDED AT THE EARLY CASE CONFERENCE OR AS A RESULT THEREOF PURSUANT TO 16.1(c)(2)(E), (G), (H)

A. Plaintiffs: Plaintiffs' initial disclosures will be served by July 8, 2019 in accordance with NRCP 16.1(a)(1)(c).

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

B. Defendant, National Default Servicing Corporation: Defendant's initial disclosures will be served by July 8, 2019 in accordance with NRCP 16.1(a)(1)(c).

C. Defendant, Breckenridge Property Fund 2016 LLC: Defendant's initial disclosures will be served by July 8, 2019 in accordance with NRCP 16.1(a)(1)(c).

V.

LIST OF PERSONS IDENTIFIED BY EACH PARTY AS LIKELY TO HAVE INFORMATION DISCOVERABLE UNDER RULE 26(b), INCLUDING IMPEACHMENT OR REBUTTAL WITNESSES, MEDICAL PROVIDERS AND EXPERTS PURSUANT TO 16.1(a)(1)(A) and 16.1(c)(2)(D), (F), (I)

A. Plaintiffs: Plaintiffs' initial disclosures were served on July 12, 2019.

B. Defendant, National Default Servicing Corporation: Defendant's initial disclosures were served on July 8, 2019.

C. Defendant, Breckenridge Property Fund 2016 LLC: Defendant's initial disclosures will be served by July 17, 2019 in accordance with NRCP 16.1(a)(1)(c).

VI.

DISCOVERY PLAN PURSUANT TO 16.1(b)(4)(C) and 16.1(c)(2)

A. What changes, if any, should be made in the timing, form or requirements for disclosures under 16.1(a):

1. Plaintiffs' view: *See* Plaintiffs Joint Case Conference Report

2. Defendants' view: None

B. When disclosures under 16.1(a)(1) were made or will be made:

1. Plaintiffs' disclosures: July 12, 2019

2. Defendant, National Default Servicing Corporation's disclosures: July 8, 2019

3. Defendant, Breckenridge Property Fund 2016 LLC's disclosures: July 17, 2019

C. Subjects on which discovery may be needed:

1. Plaintiffs' view: All claims and defenses relating to the claims set forth in the First Amended Complaint, and the Answers on file herein.

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

2. Defendant, National Default Servicing Corporation's disclosures: All claims and defenses relating to the claims set forth in the First Amended Complaint, and the Answers on file herein.

3. Defendant, Breckenridge Property Fund 2016 LLC's disclosures: All claims and defenses relating to the claims set forth in the First Amended Complaint, and the Answers on file herein.

D. A statement identifying any issues about preserving discoverable information [16.1(c)(2)(J)]:

1. Plaintiff's view: *See* Plaintiffs Joint Case Conference Report

2. Defendants' view: N/A

E. Should discovery be conducted in phases or limited to or focused upon particular issues?

1. Plaintiffs' view: *See* Plaintiffs Individual Case Conference Report

2. Defendant, National Default Servicing Corporation's view: No

3. Defendant, Breckenridge Property Fund 2016 LLC's view: No

F. What changes, if any, should be made in limitations on discovery imposed under these rules and what, if any, other limitations should be imposed?

1. Plaintiffs' view: There should be no discovery limitations other than those already embodied in the Nevada Rules of Civil Procedure or as directed by the Court.

2. Defendant, National Default Servicing Corporation's view: There should be no discovery limitations other than those already embodied in the Nevada Rules of Civil Procedure or as directed by the Court.

3. Defendant, Breckenridge Property Fund 2016 LLC's view: There should be no discovery limitations other than those already embodied in the Nevada Rules of Civil Procedure or as directed by the Court.

G. A statement identifying any issues about trade secrets or other confidential information, and whether the parties have agreed upon a confidentiality order or whether a Rule 26(c) motion for protective order will be made [16.1(c)(2)(K)]:

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

1. Plaintiff's view: N/A

2. Defendant's view: N/A

H. What, if any, other orders should be entered by court under Rule 26(c) or Rule 16(b) and (c):

1. Plaintiff's view: None

2. Defendant's view: None

I. Estimated time for trial:

1. Plaintiffs' view: 2 – 3 days.

2. Defendant's view: 2 – 3 days.

VII.

DISCOVERY AND MOTION DATES PURSUANT TO 16.1(c)(2)(L)-(O)

A. Dates agreed by the parties:

1. Close of discovery: December 20, 2019

2. Final date to file motions to amend pleadings or add parties (without a further court order): September 20, 2019

3. Final dates for expert disclosures: September 20, 2019

ii. rebuttal disclosures: October 20, 2019

4. Final date to file dispositive motions: January 19, 2020

VIII.

JURY DEMAND PURSUANT TO 16.1(c)(2)(Q)

A jury demand has been filed: Yes

IX.

INITIAL DISCLOSURES/OBJECTIONS PURSUANT TO 16.1(a)(1)

If a party objects during the Early Case Conference that initial disclosures are not appropriate in the circumstances of this case, those objections must be stated herein. The Court shall determine what disclosures, if any, are to be made and shall set the time for such disclosure.

///

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

This report is signed in accordance with rule 26(g)(1) of the Nevada Rules of Civil Procedure. Each signature constitutes a certification that to the best of the signer's knowledge, information and belief, formed after a reasonable inquiry, the disclosures made by the signer are complete and correct as of this time.

DATED this 30 day of July, 2019.

TIFFANY & BOSCO, P.A.

Ace C. Van Patten, Esq.
Nevada Bar No. 11731
10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
Attorney for NDSC

DATED this __ day of July, 2019.

WEDGEWOOD, LLC,
OFFICE OF THE GENERAL COUNSEL

Casey J. Nelson, Esq.
Nevada Bar No. 12259
2320 Potosi Street, Ste. 130
Las Vegas, Nevada 89146

John T. Steffen, Esq.
Nevada Bar No. 4390
Matthew K. Schriever, Esq.
Nevada Bar No. 10745
10080 W. Alta Dr., Ste. 200
Las Vegas, Nevada 89145
Attorneys for Ms. McDermott, Wedgewood and Breckenridge

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

(2350)

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

CERTIFICATE OF SERVICE

I hereby certify that on July 30, 2019, I placed a copy of the above **DEFENDANTS' JOINT CASE CONFERENCE REPORT** into a sealed envelope and mailed it via regular mail, postage prepaid, addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547
Plaintiffs in Proper Person

Casey J. Nelson, Esq.
2320 Potosi Street, Suite 130
Las Vegas, NN 89146

Matthew Schriever, Esq.
Hutchison & Steffen
Peccole Professional Park
10080 W. Alta Drive, Ste. 200
Las Vegas, Nevada 89145
Attorneys for Alyssa McDermott, Wedgewoc
Inc. and Breckenridge Property Fund 2016

An employee of Tiffany & Bosco, P.A.

(2351)

FILED

2019 AUG -8 PM 3:58

TANYA SCERINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT
Victoria Torres DEPUTY

Case No.: 18-CV-00663

Dept. No.: I

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF LYON

* * *

LEO KRAMER, AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MCDERMOTT, WEDGWOOD, INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE,

Defendants.

_____/

CASE MANAGEMENT AND TRIAL SCHEDULING ORDER

Jury Demand Made: July 30, 2019

This matter having come before the Court for case management and scheduling following the filing of the Plaintiffs' Individual Case Conference Report with the Court and the Defendants' Joint Case Conference Report, respectively on July 22, 2019 and August 1, 2019. The Court having reviewed the CCRs and consulting with the Parties hereby makes the following ORDERS:

I

DISCOVERY

1. Discovery shall commence on August 1, 2019, with initial NRCP 16.1 disclosures and shall end on February 5, 2020.

2. Initial Expert Disclosures shall be made by the Parties on or before October 1, 2019. Any

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Rebuttal Experts shall be disclosed on or before November 1, 2019.

3. Disclosures pursuant NRCP 16.1(a)(3) shall be made thirty (30) days prior to the trial.

II

MOTIONS

1. Motions to Add Parties or Amend the Pleadings shall be filed on or before October 1, 2019.

2. Dispositive Motions shall be filed on or before February 13, 2020 and shall be responded to as provided in NRCP and Third Judicial District Court Rules. A hearing upon any Dispositive Motions shall be set by the parties with this Court's Judicial Assistant within five (5) judicial days of filing said motion.

3. Motions in Limine shall be filed on or before April 21, 2020.

III

SETTLEMENT CONFERENCE

A Settlement Conference is set for the 6th day of February, 2020 at 1:30 p.m., scheduled for two (2) hours, in front of the Hon. Leon A. Aberasturi; Department II of this Court. Confidential Settlement Statements shall be filed by each party no later than 30th day of January, 2020. All Parties shall comply with the Court's Standing Order Re: Settlement Conferences attached hereto.

IV

TRIAL CONFIRMATION AND PRE-TRIAL HEARING

This matter is set for Trial Confirmation and Pre-Trial Hearing on the 2nd day of April, 2020, at 1:30 p.m. The Parties shall fully comply with TJDCR 4. Any pending Motions shall be heard at the time of the Pre-Trial Hearing, unless otherwise directed by the Court.

A Status/Motions Hearing is set for the 8th day of May, 2020, at 10:00 a.m. to determine any pending Motions in Limine and to hear objections to any proposed jury instructions submitted to the Court pursuant the pre-trial order.

V

JURY TRIAL SETTING

This matter is set for Trial before a Jury to commence on the 12th day of May, 2020 at 9:00 a.m., four (4) days being allowed for trial.

DATED this 8th day of August, 2019.

HON. JOHN P. SCHLEGELMILCH,
DISTRICT JUDGE

Certificate of Mailing

I hereby certify that I, Anne Rossi, am an employee of the Third Judicial District Court, and that on this date pursuant to NRCP 5(b), a true copy of the foregoing document was mailed at Yerington, Nevada addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547

Casey J. Nelson, Esq.
WEDGEWOOD, LLC
2320 Potosi Street, Ste. 130
Las Vegas, NV 89146

Ace C. Van Patten, Esq.
Kevin S. Soderstrom, Esq.
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135

John T. Steffen, Esq.
Matthew K. Schreiver, Esq.
HUTCHINSON & STEFFEN
10080 W. Alta Drive, Ste. 200
Las Vegas, NV 89145

Dated this 8th day of August, 2019.

Anne Rossi
Employee of Hon. John P. Schlegelmilch

2354

ORIGINAL

FILED

2019 AUG 22 PM 12:10

TANYA SCHIRINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Andrea Anderson DEPUTY

ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
(702) 258-8200
Attorney for Plaintiff

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER,
AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE,

Defendants.

Case No.: 18-CV-00663

Dept. No.: I

NOTICE OF TAKING DEPOSITION OF DANIEL STARLING

Date: September 4, 2019

Time: 3:00 p.m.

Location:
Comfort Suites Fernley
800 Mesa Drive
Fernley, Nevada 89408

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendant National Default Servicing Corporation (hereinafter "NDSC"), shall take the deposition of Daniel Starling on September 4, 2019, at 3:00 p.m. in the Comfort Suites Fernley, 800 Mesa Drive, Fernley, Nevada 89408, upon oral examination, pursuant to Rule 30 of the Nevada Rules of Civil Procedure.

YOU ARE FURTHER NOTIFIED that the deposition shall be taken before a certified court reporter, notary public or other officer authorized to administer oaths by the State of Nevada at the place where the deposition is to be held. The deposition will be recorded by stenographic means. You are invited to attend and to cross examine.

2355

YOU ARE FURTHER NOTIFIED that you are expected to testify and provide full and competent testimony in the following areas of inquiry:

1. Any and all documents regarding the foreclosure sale of the subject property at **1740 Autumn Glen Street, Fernley, Nevada 89408; APN: 22-052-02 ("Property").**

2. All documents and communications between you and any and all parties to this litigation in relation to this Property.

3. All documents and communications between you and any and all other tenants in relation to this Property.

4. All documents and communications between you and any and all landlords and/or agents of the landlord(s) in relation to this Property.

5. Any and all documents regarding the creation and transmission of all foreclosure notices or any other notices and correspondence concerning the Property.

6. Any and all documents regarding the public auction held on or about May 18, 2018, and the resulting Trustee's Deed Upon Sale ("TDUS") recorded in the Lyon County Recorder's Office as Instrument No. 581625.

7. All documents and communications related to your efforts to communicate with Leo Kramer and/or Audrey Kramer (the "Borrowers") relating to the Property since January 1, 2012.

8. All documents and communications related to efforts concerning the resolution of foreclosure proceedings relating to the Property since January 1, 2012.

9. All communications between you and the Borrowers regarding the notices, correspondences and/or the foreclosure sale information of the Property.

10. All communications referencing the Property between you and Chaffin Real Estate Services, since January 1, 2012.

11. Any and all documents regarding any monetary payments tendered to the Borrowers for the Property.

12. Any and all documents regarding any monetary payments tendered to any party for the Property.

13. All communications regarding the mailing/service of the foreclosure notices, on any person, entity, or lienholder related to the Property.

14. Any and all documents regarding all fees and costs claimed by Chaffin Real Estate Services in connection with the Property.

15. All communications regarding any agreement/contract between Chaffin Real Estate Services and any third-party related to the Property and its foreclosure sale.

16. Any and all documents regarding the amounts due under the account for the Property.

17. Any and all documents regarding Chaffin Real Estate Services' policies and procedures for dealing with a foreclosure sale if a deed of trust forecloses against a managed property.

18. Any and all documents regarding any lease or rental agreements related to the Subject Property dated January 1, 2012, to the current date.

DATED August 20, 2019.

TIFFANY & BOSCO, P.A.

Ace C. Van Patten, Esq.
Nevada Bar No. 11731
10100 W. Charleston Blvd., Ste. 220
Las Vegas Nevada 89135
Attorneys for Defendant,
National Default Servicing Corporation

2357

CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2019, I placed a copy of the above **NOTICE OF TAKING DEPOSITION OF DANIEL STARLING** into a sealed envelope and mailed it via regular mail, postage prepaid, addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547
Plaintiffs in Proper Person

Casey J. Nelson, Esq.
2320 Potosi Street, Suite 130
Las Vegas, NN 89146

Matthew Schriever, Esq.
Hutchison & Steffen
Peccole Professional Park
10080 W. Alta Drive, Ste. 200
Las Vegas, Nevada 89145
Attorneys for Alyssa McDermott, Wedgewood Inc. and Breckenridge Property Fund 2016

An employee of Tiffany & Bosco, P.A.

2358

ORIGINAL

FILED

2019 AUG 22 PM 12:11

TANYA SCEARCE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Andrea Anderson DEPUTY

ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
(702) 258-8200
Attorney for Plaintiff

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER,
AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE,

Defendants.

Case No.: 18-CV-00663

Dept. No.: I

NOTICE OF TAKING DEPOSITION OF DEBORAH TAYLOR

Date: September 4, 2019

Time: 3:45 p.m.

Location:
Comfort Suites Fernley
800 Mesa Drive
Fernley, Nevada 89408

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendant National Default Servicing Corporation (hereinafter "NDSC"), shall take the deposition of Deborah Taylor on September 4, 2019, at 3:45 p.m. in the Comfort Suites Fernley, 800 Mesa Drive, Fernley, Nevada 89408, upon oral examination, pursuant to Rule 30 of the Nevada Rules of Civil Procedure.

YOU ARE FURTHER NOTIFIED that the deposition shall be taken before a certified court reporter, notary public or other officer authorized to administer oaths by the State of Nevada at the place where the deposition is to be held. The deposition will be recorded by stenographic means. You are invited to attend and to cross examine.

2359

YOU ARE FURTHER NOTIFIED that you are expected to testify and provide full and competent testimony in the following areas of inquiry:

1. Any and all documents regarding the foreclosure sale of the subject property at **1740 Autumn Glen Street, Fernley, Nevada 89408; APN: 22-052-02 ("Property").**

2. All documents and communications between you and any and all parties to this litigation in relation to this Property.

3. All documents and communications between you and any and all tenants in relation to this Property.

4. All documents and communications between you and any and all landlords in relation to this Property.

5. Any and all documents regarding the creation and transmission of all foreclosure notices or any other notices and correspondence concerning the Property.

6. Any and all documents regarding the public auction held on or about May 18, 2018, and the resulting Trustee's Deed Upon Sale ("TDUS") recorded in the Lyon County Recorder's Office as Instrument No. 581625.

7. All documents and communications related to your efforts to communicate with Leo Kramer and/or Audrey Kramer (the "Borrowers") relating to the Property since January 1, 2012.

8. All documents and communications related to efforts concerning the resolution of foreclosure proceedings relating to the Property since January 1, 2012.

9. All communications between you and the Borrowers regarding the notices, correspondences and/or the foreclosure sale information of the Property.

10. All communications referencing the Property between Chaffin Real Estate Services, or any of its agents, and unit owners of the Property since January 1, 2012.

11. Any and all documents regarding any monetary payments tendered to the Borrowers for the Property.

12. Any and all documents regarding any monetary payments received by any tenant or third parties for the Property.

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13. All communications regarding the mailing/service of the foreclosure notices, on any person, entity, or lienholder related to the Property.

14. Any and all documents regarding all fees and costs claimed by Chaffin Real Estate Services in connection with the Property.

15. All communications regarding any agreement/contract between Chaffin Real Estate Services and any third-party related to the Property and its foreclosure sale.

16. Any and all documents regarding the amounts due under the account for the Property.

17. Any and all documents regarding Chaffin Real Estate Services' policies and procedures for dealing with a foreclosure sale if a deed of trust forecloses against a managed property.

18. Any and all documents regarding any lease or rental agreements related to the Subject Property dated January 1, 2012, to the current date.

DATED August 20, 2019.

TIFFANY & BOSCO, P.A.

Ace C. Van Patten, Esq.
Nevada Bar No. 11731
10100 W. Charleston Blvd., Ste. 220
Las Vegas Nevada 89135
Attorneys for Defendant,
National Default Servicing Corporation

2361

CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2019, I placed a copy of the above **NOTICE OF TAKING DEPOSITION OF DEBORAH TAYLOR** into a sealed envelope and mailed it via regular mail, postage prepaid, addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547
Plaintiffs in Proper Person

Casey J. Nelson, Esq.
2320 Potosi Street, Suite 130
Las Vegas, NN 89146

Matthew Schriever, Esq.
Hutchison & Steffen
Peccole Professional Park
10080 W. Alta Drive, Ste. 200
Las Vegas, Nevada 89145
Attorneys for Alyssa McDermott, Wedgewood Inc. and Breckenridge Property Fund 2016

An employee of Tiffany & Bosco, P.A.

2362

ORIGINAL

FILED

2019 AUG 22 PM 12: 11

TANYA SCERINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT
Andrea Andersen

ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
(702) 258-8200
Attorney for Plaintiff

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER,
AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE,

Defendants.

Case No.: 18-CV-00663

Dept. No.: I

NOTICE OF TAKING DEPOSITION OF LEE ANNE CHAFFIN

Date: September 4, 2019

Time: 4:15 p.m.

Location:
Comfort Suites Fernley
800 Mesa Drive
Fernley, Nevada 89408

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendant, National Default Servicing Corporation (hereinafter "NDSC"), shall take the deposition of Lee Ann Chaffin on September 4, 2019, at 4:15 p.m. in the Comfort Suites Fernley, 800 Mesa Drive, Fernley, Nevada 89408, upon oral examination, pursuant to Rule 30 of the Nevada Rules of Civil Procedure.

YOU ARE FURTHER NOTIFIED that the deposition shall be taken before a certified court reporter, notary public or other officer authorized to administer oaths by the State of Nevada at the place where the deposition is to be held. The deposition will be recorded by stenographic means. You are invited to attend and to cross examine.

2363

YOU ARE FURTHER NOTIFIED that you are expected to testify and provide full and competent testimony in the following areas of inquiry:

1. Any and all documents regarding the foreclosure sale of the subject property at **1740 Autumn Glen Street, Fernley, Nevada 89408; APN: 22-052-02 ("Property").**

2. All documents and communications between you and any and all parties to this litigation in relation to this Property.

3. All documents and communications between you and any and all tenants in relation to this Property.

4. All documents and communications between you and any and all landlords in relation to this Property.

5. Any and all documents regarding the creation and transmission of all foreclosure notices or any other notices and correspondence concerning the Property.

6. Any and all documents regarding the public auction held on or about May 18, 2018, and the resulting Trustee's Deed Upon Sale ("TDUS") recorded in the Lyon County Recorder's Office as Instrument No. 581625.

7. All documents and communications related to your efforts to communicate with Leo Kramer and/or Audrey Kramer (the "Borrowers") relating to the Property since January 1, 2012.

8. All documents and communications related to efforts concerning the resolution of foreclosure proceedings relating to the Property since January 1, 2012.

9. All communications between you and the Borrowers regarding the notices, correspondences and/or the foreclosure sale information of the Property.

10. All communications referencing the Property between Chaffin Real Estate Services, or any of its agents, and unit owners of the Property since January 1, 2012.

11. Any and all documents regarding any monetary payments tendered to the Borrowers for the Property.

12. Any and all documents regarding any monetary payments received by any tenant or third parties for the Property.

13. All communications regarding the mailing/service of the foreclosure notices, on any person, entity, or lienholder related to the Property.

14. Any and all documents regarding all fees and costs claimed by Chaffin Real Estate Services in connection with the Property.

15. All communications regarding any agreement/contract between Chaffin Real Estate Services and any third-party related to the Property and its foreclosure sale.

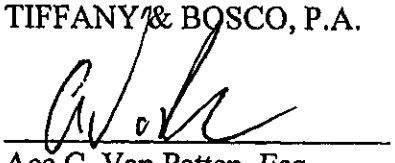
16. Any and all documents regarding the amounts due under the account for the Property.

17. Any and all documents regarding Chaffin Real Estate Services' policies and procedures for dealing with a foreclosure sale if a deed of trust forecloses against a managed property.

18. Any and all documents regarding any lease or rental agreements related to the Subject Property dated January 1, 2012, to the current date.

DATED August 20, 2019.

TIFFANY & BOSCO, P.A.



Ace C. Van Patten, Esq.
Nevada Bar No. 11731
10100 W. Charleston Blvd., Ste. 220
Las Vegas Nevada 89135
Attorneys for Defendant,
National Default Servicing Corporation

2345

CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2019, I placed a copy of the above **NOTICE OF TAKING DEPOSITION OF LEE ANNE CHAFFIN** into a sealed envelope and mailed it via regular mail, postage prepaid, addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547
Plaintiffs in Proper Person

Casey J. Nelson, Esq.
2320 Potosi Street, Suite 130
Las Vegas, NN 89146

Matthew Schriever, Esq.
Hutchison & Steffen
Peccole Professional Park
10080 W. Alta Drive, Ste. 200
Las Vegas, Nevada 89145
Attorneys for Alyssa McDermott, Wedgewood Inc. and Breckenridge Property Fund 2016

An employee of Tiffany & Bosco, P.A.

2366

ORIGINAL

FILED

2019 AUG 22 PM 12:11

TANYA SCORSINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Andrea Anderson DEPUTY

ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
(702) 258-8200
Attorney for Plaintiff

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER,
AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE,

Defendants.

Case No.: 18-CV-00663

Dept. No.: I

NOTICE OF TAKING DEPOSITION OF PERSON MOST KNOWLEDGEABLE FOR CHAFFIN REAL ESTATE SERVICES

Date: September 4, 2019

Time: 4:30 p.m.

Location:
Comfort Suites Fernley
800 Mesa Drive
Fernley, Nevada 89408

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendant National Default Servicing Corporation (hereinafter "NDSC"), shall take the deposition of the Person Most Knowledgeable for Chaffin Real Estate Services on September 4, 2019, at 4:30 p.m. in the Comfort Suites Fernley, 800 Mesa Drive, Fernley, Nevada 89408, upon oral examination, pursuant to Rule 30(b)(6) of the Nevada Rules of Civil Procedure.

YOU ARE FURTHER NOTIFIED that the deposition shall be taken before a certified court reporter, notary public or other officer authorized to administer oaths by the State of Nevada

2367

at the place where the deposition is to be held. The deposition will be recorded by stenographic means. You are invited to attend and to cross examine.

YOU ARE FURTHER NOTIFIED that the Designated N.R.C.P. 30(b)(6) Witness is expected to testify and provide full and competent testimony in the following areas of inquiry:

1. Any and all documents regarding the foreclosure sale of the subject property at **1740 Autumn Glen Street, Fernley, Nevada 89408; APN: 22-052-02 ("Property").**

2. All documents and communications between you and any and all parties to this litigation in relation to this Property.

3. All documents and communications between you and any and all tenants in relation to this Property.

4. All documents and communications between you and any and all landlords in relation to this Property.

5. Any and all documents regarding the creation and transmission of all foreclosure notices or any other notices and correspondence concerning the Property.

6. Any and all documents regarding the public auction held on or about May 18, 2018, and the resulting Trustee's Deed Upon Sale ("TDUS") recorded in the Lyon County Recorder's Office as Instrument No. 581625.

7. All documents and communications related to your efforts to communicate with Leo Kramer and/or Audrey Kramer (the "Borrowers") relating to the Property since January 1, 2012.

8. All documents and communications related to efforts concerning the resolution of foreclosure proceedings relating to the Property since January 1, 2012.

9. All communications between you and the Borrowers regarding the notices, correspondences and/or the foreclosure sale information of the Property.

10. All communications referencing the Property between Chaffin Real Estate Services, or any of its agents, and unit owners of the Property since January 1, 2012.

11. Any and all documents regarding any monetary payments tendered to the Borrowers for the Property.

12. Any and all documents regarding any monetary payments received by third parties for the Property.

13. All communications regarding the mailing/service of the foreclosure notices, on any person, entity, or lienholder related to the Property.

14. Any and all documents regarding all fees and costs claimed by Chaffin Real Estate Services in connection with the Property.

15. All communications regarding any agreement/contract between Chaffin Real Estate Services and any third-party related to the Property and its foreclosure sale.

16. Any and all documents regarding the amounts due under the account for the Property.

17. Any and all documents regarding Chaffin Real Estate Services' policies and procedures for dealing with a foreclosure sale if a deed of trust forecloses against a managed property.

18. Any and all documents regarding any lease or rental agreements related to the Subject Property dated January 1, 2012, to the current date.

DATED August 20, 2019.

TIFFANY & BOSCO, P.A.

Ace C. Van Patten, Esq.
Nevada Bar No. 11731
10100 W. Charleston Blvd., Ste. 220
Las Vegas Nevada 89135
Attorneys for Defendant,
National Default Servicing Corporation

2369

CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2019, I placed a copy of the above **NOTICE OF TAKING DEPOSITION OF CHAFFIN REAL ESTATE SEVICES** into a sealed envelope and mailed it via regular mail, postage prepaid, addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547
Plaintiffs in Proper Person

Casey J. Nelson, Esq.
2320 Potosi Street, Suite 130
Las Vegas, NN 89146

Matthew Schriever, Esq.
Hutchison & Steffen
Peccole Professional Park
10080 W. Alta Drive, Ste. 200
Las Vegas, Nevada 89145
Attorneys for Alyssa McDermott, Wedgewood Inc. and Breckenridge Property Fund 2016

An employee of Tiffany & Bosco, P.A.

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2019 AUG 22 PM 12:12

TANYA SCERINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Andrea Anderson DEPUTY

ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
(702) 258-8200
Attorney for Plaintiff

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER,
AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE,

Defendants.

Case No.: 18-CV-00663

Dept. No.: I

NOTICE OF TAKING DEPOSITION OF LEO KRAMER

Date: September 17, 2019

Time: 9:30 a.m.

Location:
Comfort Suites Fernley
800 Mesa Drive
Fernley, Nevada 89408

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendant National Default Servicing Corporation (hereinafter "NDSC"), shall take the deposition Leo Kramer on September 17, 2019, at 9:30 a.m. in the Comfort Suites Fernley, 800 Mesa Drive, Fernley, Nevada 89408, upon oral examination, pursuant to Rule 30 of the Nevada Rules of Civil Procedure.

YOU ARE FURTHER NOTIFIED that the deposition shall be taken before a certified court reporter, notary public or other officer authorized to administer oaths by the State of Nevada at the place where the deposition is to be held. The deposition will be recorded by stenographic means. You are invited to attend and to cross examine.

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YOU ARE FURTHER NOTIFIED that you are expected to testify and provide full and competent testimony in the following areas of inquiry:

1. Any and all documents regarding the amounts owed on the loan relating to the subject property at **1740 Autumn Glen Street, Fernley, Nevada 89408; APN: 22-052-02 ("Property")** secured by a Deed of Trust recorded on or about May 1, 2008 in the office of the Lyon County Recorder (the "**Deed of Trust**").

2. Any and all documents regarding the payments made on any loan secured by the Deed of Trust.

3. All documents and communications between you and any and all parties to this litigation in relation to this Property.

4. All documents and communications between you and any and all tenants in relation to this Property.

5. All documents and communications between you and any and all third parties in relation to this Property since January 1, 2012.

6. Any and all documents regarding the receipt and transmission of all foreclosure notices or any other notices and correspondence concerning the Property.

7. Any and all documents regarding the public auction held on or about May 18, 2018, and the resulting Trustee's Deed Upon Sale ("TDUS") recorded in the Lyon County Recorder's Office as Instrument No. 581625.

8. Any and all documents substantiating any damages you assert you suffered as a part of this litigation in relation to this Property.

9. All documents and communications related to your efforts to communicate with the NDSC relating to the Property since January 1, 2012.

10. All communications between you and NDSC regarding the notices, correspondences and/or the foreclosure sale information of the Property.

11. All communications between you and any party regarding the notices, correspondences and/or the foreclosure sale information of the Property.

///

12. All communications referencing the Property between You and Chaffin Real Estate Services, or any of its agents since January 1, 2012.

13. All communications referencing the Property between You and Chaffin Real Estate Services, relating to the foreclosure of the Property.

14. All communications referencing the Property between You and Chaffin Real Estate Services, relating to this litigation.

15. All communications referencing the Property between You and Deborah Taylor, relating to the foreclosure of the Property.

16. All communications referencing the Property between You and Deborah Taylor, relating to this litigation.

17. All communications referencing the Property between You and Lee Anne Chaffin, relating to the foreclosure of the Property.

18. All communications referencing the Property between You and Lee Ann Chaffin, relating to this litigation.

19. All communications referencing the Property between You and Daniel Starling, relating to the foreclosure of the Property.

20. All communications referencing the Property between You and Daniel Starling, relating to this litigation.

21. All communications regarding the mailing/service of the foreclosure notices, on any person, entity, or lienholder related to the Property.

22. All communications regarding any agreement/contract between Chaffin Real Estate Services and any third-party related to the Property and its foreclosure sale.

23. Any and all documents regarding Chaffin Real Estate Services' policies and procedures for dealing with a foreclosure sale if a deed of trust forecloses against a managed property.

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24. Any and all documents regarding any lease or rental agreements related to the Subject Property dated January 1, 2012, to the current date.

DATED August 20, 2019.

TIFFANY & BOSCO, P.A.

Ace C. Van Patten, Esq.
Nevada Bar No. 11731
10100 W. Charleston Blvd., Ste. 220
Las Vegas Nevada 89135
Attorneys for Defendant,
National Default Servicing Corporation

CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2019, I placed a copy of the above **NOTICE OF TAKING DEPOSITION OF LEO KRAMER** into a sealed envelope and mailed it via regular mail, postage prepaid, addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547
Plaintiffs in Proper Person

Casey J. Nelson, Esq.
2320 Potosi Street, Suite 130
Las Vegas, NN 89146

Matthew Schriever, Esq.
Hutchison & Steffen
Peccole Professional Park
10080 W. Alta Drive, Ste. 200
Las Vegas, Nevada 89145
Attorneys for Alyssa McDermott, Wedgewood Inc. and Breckenridge Property Fund 2016

An employee of Tiffany & Bosco, P.A.

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2019 AUG 22 PM 12:18

TANYA SCEIRINE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Andrea Andersen

ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
(702) 258-8200
Attorney for Plaintiff

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER,
AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE,

Defendants.

Case No.: 18-CV-00663

Dept. No.: I

NOTICE OF TAKING DEPOSITION OF AUDREY KRAMER

Date: September 17, 2019

Time: 1:00 p.m.

Location:
Comfort Suites Fernley
800 Mesa Drive
Fernley, Nevada 89408

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendant National Default Servicing Corporation (hereinafter "NDSC"), shall take the deposition Audrey Kramer on September 17, 2019, at 1:00 p.m. in the Comfort Suites Fernley, 800 Mesa Drive, Fernley, Nevada 89408, upon oral examination, pursuant to Rule 30 of the Nevada Rules of Civil Procedure.

YOU ARE FURTHER NOTIFIED that the deposition shall be taken before a certified court reporter, notary public or other officer authorized to administer oaths by the State of Nevada at the place where the deposition is to be held. The deposition will be recorded by stenographic means. You are invited to attend and to cross examine.

2376

YOU ARE FURTHER NOTIFIED that you are expected to testify and provide full and competent testimony in the following areas of inquiry:

1. Any and all documents regarding the amounts owed on the loan relating to the subject property at **1740 Autumn Glen Street, Fernley, Nevada 89408; APN: 22-052-02 ("Property")** secured by a Deed of Trust recorded on or about May 1, 2008 in the office of the Lyon County Recorder (the "**Deed of Trust**").

2. Any and all documents regarding the payments made on any loan secured by the Deed of Trust.

3. All documents and communications between you and any and all parties to this litigation in relation to this Property.

4. All documents and communications between you and any and all tenants in relation to this Property.

5. All documents and communications between you and any and all third parties in relation to this Property since January 1, 2012.

6. Any and all documents regarding the receipt and transmission of all foreclosure notices or any other notices and correspondence concerning the Property.

7. Any and all documents regarding the public auction held on or about May 18, 2018, and the resulting Trustee's Deed Upon Sale ("TDUS") recorded in the Lyon County Recorder's Office as Instrument No. 581625.

8. Any and all documents substantiating any damages you assert you suffered as a part of this litigation in relation to this Property.

9. All documents and communications related to your efforts to communicate with the NDSC relating to the Property since January 1, 2012.

10. All communications between you and NDSC regarding the notices, correspondences and/or the foreclosure sale information of the Property.

11. All communications between you and any party regarding the notices, correspondences and/or the foreclosure sale information of the Property.

///

12. All communications referencing the Property between You and Chaffin Real Estate Services, or any of its agents since January 1, 2012.

13. All communications referencing the Property between You and Chaffin Real Estate Services, relating to the foreclosure of the Property.

14. All communications referencing the Property between You and Chaffin Real Estate Services, relating to this litigation.

15. All communications referencing the Property between You and Deborah Taylor, relating to the foreclosure of the Property.

16. All communications referencing the Property between You and Deborah Taylor, relating to this litigation.

17. All communications referencing the Property between You and Lee Anne Chaffin, relating to the foreclosure of the Property.

18. All communications referencing the Property between You and Lee Ann Chaffin, relating to this litigation.

19. All communications referencing the Property between You and Daniel Starling, relating to the foreclosure of the Property.

20. All communications referencing the Property between You and Daniel Starling, relating to this litigation.

21. All communications regarding the mailing/service of the foreclosure notices, on any person, entity, or lienholder related to the Property.

22. All communications regarding any agreement/contract between Chaffin Real Estate Services and any third-party related to the Property and its foreclosure sale.

23. Any and all documents regarding Chaffin Real Estate Services' policies and procedures for dealing with a foreclosure sale if a deed of trust forecloses against a managed property.

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24. Any and all documents regarding any lease or rental agreements related to the Subject Property dated January 1, 2012, to the current date.

DATED August 20, 2019.

TIFFANY & BOSCO, P.A.

Ace C. Van Patten, Esq.
Nevada Bar No. 11731
10100 W. Charleston Blvd., Ste. 220
Las Vegas Nevada 89135
Attorneys for Defendant,
National Default Servicing Corporation

2379

CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2019, I placed a copy of the above **NOTICE OF TAKING DEPOSITION OF AUDREY KRAMER** into a sealed envelope and mailed it via regular mail, postage prepaid, addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547
Plaintiffs in Proper Person

Casey J. Nelson, Esq.
2320 Potosi Street, Suite 130
Las Vegas, NN 89146

Matthew Schriever, Esq.
Hutchison & Steffen
Peccole Professional Park
10080 W. Alta Drive, Ste. 200
Las Vegas, Nevada 89145
Attorneys for Alyssa McDermott, Wedgewood Inc. and Breckenridge Property Fund 2016

An employee of Tiffany & Bosco, P.A.

ORIGINAL

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ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
ROBIN V. GONZALES, ESQ.
Nevada Bar No. 15229
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135
Tel: (702) 258-8200
Fax: (702) 258-8787
TB #18-72716

Attorney for Defendant National Default Serving Corporation

THIRD JUDICIAL DISTRICT COURT

LYON COUNTY, NEVADA

LEO KRAMER,
AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE,

Defendants.

Case No.: 18-CV-00663

Dept. No.: I

NATIONAL DEFAULT SERVICING CORPORATION'S MOTION IN LIMINE TO EXCLUDE AND DISQUALIFY WILLIAM J. PAATALO

COMES NOW Defendant National Default Servicing Corporation (hereinafter "NDSC" or the "Defendant"), by and through its counsel of record, Ace C. Van Patten, Esq., and Robin V. Gonzales, Esq., of Tiffany & Bosco, P.A., and moves the above-captioned Court for an order excluding and disqualifying Plaintiffs Leo Kramer and Audrey Kramer (hereinafter collectively the "Plaintiffs") potential expert witness, William J. Paatalo.

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10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

This Motion is made and based upon the papers and pleadings on file herein, the Memorandum of Points and Authorities, the attached documents, and any other additional information or oral argument as may be requested by the Court.

DATED December 19, 2019.

TIFFANY & BOSCO, P.A.

ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
ROBIN V. GONZALES, ESQ.
Nevada Bar No. 15229
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135
Attorneys for Defendant
National Default Servicing Corporation

10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

As part of their initial disclosures, Plaintiffs provided a purported expert report of William Paatalo ("Paatalo"), a private investigator retained by the Plaintiffs to review the chain of title of the underlying loan documents. As several courts have recognized, however, Paatalo is not a qualified expert witness and his testimony would not be any assistance to the Court or any trier of fact. Specifically, the documents provided as part of the expert's review were not loan specific and were based upon publically available information which does not require any specialized skill or education to review and interpret. Similarly, the scope of his report and investigation is irrelevant for this instant case as 1) the beneficiary is not a party to the instant action; 2) the validity of the beneficiary's loan documents have already been adjudicated in favor of the beneficiary before the Ninth Circuit Court of Appeals in the related federal court action initiated by the Plaintiffs; and 3) the purported defects with the transfers are irrelevant because the Plaintiffs lack standing to challenge the same under established Nevada law since they are neither parties nor intended third party beneficiaries. Similarly, the investigation which

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was conducted was not based upon any reliable or reasonable methodology. Instead, they were conducted by Paatalo - a biased individual who has had at least six (6) separate actions against the beneficiary in his own personal capacity – and based speculation, conjecture, and assumptions with prevent him from being able to provide any testimony which is necessary or would assist any fact finder. As a result, Paatalo cannot satisfy the statutory requirements for an expert witness and he must be disqualified and his testimony excluded.

II.

FACTUAL AND PROCEDURAL HISTORY

The instant lawsuit is the second lawsuit filed by the Plaintiffs regarding the foreclosure of the real property commonly known as 1740 Autumn Glen Street, Fernley, Nevada, 89408, (hereinafter the "Property") conducted by NDSC as trustee under a Deed of Trust on which the foreclosure was conducted on behalf of the beneficiary JPMorgan Chase Bank N.A. ("JP Morgan Chase"). On May 18, 2018, the Property was sold at a non-judicial foreclosure sale to Breckenridge Property Fund 2016, LLC.

Prior to that, in January 2018, the Plaintiffs filed a lawsuit against NDSC, JPMorgan Chase Bank, N.A., Mortgage Electronic Registration Systems, Inc., and Washington Mutual Bank, N.A. asserting among other causes of action, quiet title, slander of title, declaratory relief, and cancellation of written instruments. The Court dismissed that action with prejudice in its entirety, the Plaintiffs appealed the same to the 9th Circuit, and the 9th Circuit has subsequently affirmed the same.

Despite this, the Plaintiffs initiated the instant action on June 8, 2018, naming again naming NDSC but not naming the beneficiary under the Deed of Trust.

The Plaintiffs filed their Complaint in this action (hereinafter the "2nd Action") on June 8, 2018. The Complaint alleged causes of action relating to 1) unlawful foreclosure; 2) quiet title; 3) injunctive relief; 4) slander of title; 5) constructive fraud; and 6) declaratory relief relating to the ability to foreclose upon the Property. This Court entered an Order on October 24, 2018, dismissing the entirety of the Original Complaint without prejudice and finding that all claims, except for those relating to the procedural notice of the sale, were precluded from

10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

being re-litigated as a result of res judicata. A copy of the Order Granting Motion to Dismiss is attached hereto as **Exhibit "1."**

Plaintiffs subsequently amended their Complaint to provide for causes of action 1) for unlawful foreclosure against NDSC; 2) quiet title; 3) slander of title; 4) declaratory relief; and 5) cancellation of written instruments. On May 24, 2019, the Court dismissed the quiet title and slander of title claims with prejudice, and found that only the unlawful foreclosure claim could not be determined in the context of Nevada Rule of Civil Procedure ("NRCP") 12, and relatedly, the declaratory relief and cancellation of instruments be treated as remedies. A copy of the Order Granting in Part and Denying in Part Defendants' Motions to Dismiss is attached hereto as **Exhibit "2."**

After commencement of discovery, the Plaintiffs produced their Initial Disclosure of Witnesses and Documents ("Initial Disclosure") on or about July 22, 2019. A copy of the Initial Disclosure is attached hereto as **Exhibit "3."** Included in the Initial Disclosure was the Plaintiffs' attempted disclosure of William J. Paatalo ("Paatalo") as an expert witness. *Id.* As part of the documents disclosed, the Plaintiffs provided a Declaration of Private Investigator William J. Paatalo ("Declaration") and exhibits to the same. A copy of the Declaration and exhibits are attached hereto as **Exhibit "4."**

NDSC now seeks total exclusion of Paatalo's testimony at trial because Plaintiffs failed to fully comply with NRCP 16.1 and because Paatalo fails to qualify as an expert, has testimony which is irrelevant and not necessary to assist a trier of fact, and is based upon clear bias toward JPMorgan Chase. Indeed, because the only remaining claim was whether the foreclosure sale was statutorily proper, any testimony by Paatalo relating to the underlying loan transaction is irrelevant and has already been litigated as part of the Plaintiffs' arguments in their first case in which the Court and 9th Circuit found had no basis in fact or law. As such, Paatalo should be disqualified and excluded from the instant case.

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10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

III.

LEGAL ARGUMENT

A. Exclusion of Paatalo's testimony is appropriate because he fails to qualify as an expert and his testimony is not necessary to assist the Court in determining whether the foreclosure sale was lawfully conducted.

1. Legal standard

A witness will only be allowed to testify as an expert pursuant to Nevada Revised Statutes ("NRS") 50.275, if the Court determines that the witness satisfies the following three requirements:

> (1) he or she must be qualified in an area of 'scientific, technical or other specialized knowledge' (the qualification requirement); (2) his or her specialized knowledge must 'assist the trier of fact to understand the evidence or to determine a fact in issue' (the assistance requirement); and (3) his or her testimony must be limited 'to matters within the scope of [his or her specialized] knowledge' (the limited scope requirement). *Hallmark v. Eldridge*, 124 Nev. 492, 498, 189 P.3d 646, 650 (Nev. 2008).

Although the Supreme Court of Nevada has not adopted the federal standards of admissibility for expert witness testimony, the federal standards are looked upon favorably and Nevada courts may look to it for guidance. *Higgs v. State*, 125 Nev. 1043, 17, 222 P.3d 648, 658 (Nev. 2010). The District Court, however, is not limited in what it may consider when determining whether to admit an expert witness's testimony, especially because "there is the inevitable overlap of factors gatekeepers will consider, mainly relevancy and reliability." *Id.*

2. Paatalo is not properly qualified to provide expert witness testimony.

In determining whether a person is properly qualified in an area of "scientific, technical or other specialized knowledge", a district court should consider the following factors: (1) formal schooling and academic degrees, (2) licensure, (3) employment experience, and (4) practical experience and specialized training. *Hallmark*, 124 Nev. at 499, 189 P.3d at 650–51. These factors are not exhaustive, may be accorded varying weights, and may not be equally applicable in every case. *Id.* In this matter, as previous courts have recognized, Paalato does not possess and does not rely upon such knowledge in reaching his flawed conclusions.

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

Here, the Declaration provides Paalato's opinion as to the chain of title and actions taken by Washington Mutual Bank and JP Morgan Chase, two non-parties to the case who prevailed in the first case initiated by the Plaintiffs. In coming to that that opinion, the Declaration indicates that Paatalo relied upon a variety of documents gathered from the Plaintiffs, unspecified websites, publically available sources, and court filings in unrelated cases. These types of documents and information available to the public do not form the basis of any opinion reached by "scientific, technical or other specialized knowledge." Indeed, Paatalo's reliance upon these types of documents has been the foundation for his disqualification in several other cases mounted by plaintiffs with similar claims as those presented here. For example, the U.S. District Court for the District of Oregon noted that because Paatalo had "...appear[ed] to have gathered all this foundational information through searching websites on the internet... and rel[ied] on information through public websites...he does not appear to have brought any 'scientific, technical, or other specialized knowledge' to bear in reach[ing] his conclusions." *Tadros v. Wilmington Tr., Nat'l Ass'n*, 2018 WL 1924464, at *3–4 (D. Or. Apr. 23, 2018). The documents provided, then, require no unusual or special knowledge. An Ohio Court of Appeals relied upon the same when it too found Paalato unqualified to testify as an expert. *JP Morgan Chase Bank v. Stevens* ("*Stevens*"), 2017 Ohio 7165, ¶¶ 24-28 (Ohio Ct. App. 2017).

Moreover, Paatalo's own qualifications do not render him an expert either. His own Declaration confirms he is "not an expert in the law." *See,* Exhibit 4, p. 21, ¶ 45. Paatalo instead proclaims he is expert based upon his time spent as a police officer and private investigator and his experience investigating mortgages. *Id.* As evidenced by his curriculum vitae, Paatalo does not have any formal schooling, academic degrees or licensures that qualify him as an expert to testify on defective chain of title issues. *Id.* His only academic qualification is a certificate for a Forensic Loan Auditor Training obtained from a 32-hour course, which is woefully inadequate to equip him with "scientific, technical or other specialized knowledge." There is no evidence whatsoever that Paatalo is competent to testify on chain of title analyses simply because he claimed to investigate these issues in the past. This lack of pertinent qualifications is what the California Court of Appeals relied upon when it affirmed the lower court's conclusion that

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Paatalo was unqualified to provide an expert opinion, noting his experience as a police officer and private investigator was irrelevant and his mortgage related experience was "insufficient to establish specialized knowledge, training, or experience in **properly** researching and analyzing mortgage securitization related issues." *Qumsia v. Selene Fin. LP*, 2018 WL 4102759, at *4 (Cal. Ct. App. Aug. 29, 2018)(unpublished)(emphasis in the original).

As a result, Paatalo's own qualifications do not warrant his testimony being considered as expert testimony, and the information he provided is not reliant upon any scientific, technical, or other specialized knowledge and, instead, is available to any person with an internet connection. Consequently, Paatalo does not satisfy the requirements under NRS 50.275 as a qualified expert witness, and he should be excluded from providing testimony.

3. Paatalo's testimony is irrelevant and will not assist the Court.

Even ignoring the fact that Paatalo does not qualify as an expert witness, his Declaration confirms that the opinions he provides are irrelevant, based upon speculation, and will not assist this Court, and so does not meet the standard for an expert witness. If a person is qualified to testify as an expert under NRS 50.275, their testimony may only be allowed if the Court determines whether his expected testimony will assist the trier of fact in understanding the evidence or determining a fact in issue. An expert's testimony will assist the trier of fact only when it is relevant and the product of reliable methodology, including whether it is "based more on particularized facts rather than assumption, conjecture, or generalization." *Hallmark*, 124 Nev. at 500–02, 189 P.3d at 651–52.

Most significantly, the information provided in the Declaration is irrelevant for the remaining cause of action relating to whether NDSC complied with the statutory requirements under NRS 107 when it conducted the foreclosure sale. The Declaration's focus on the underlying loan documents and transactions are irrelevant for that purpose since those issues have already been litigated and adjudicated in favor of the beneficiary – who, again, are not even a party to this action. The Plaintiffs cannot gain multiple bites at the apple by challenging the same legal issues time and time again couched under various claims before various courts. Ultimately, Paatalo's Declaration does not provide any assistance for the Court in determining

10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

whether notices were properly sent and a sale properly conducted. For this reason alone, Paatalo should be disqualified and his testimony excluded.

Relatedly, Paatalo's contentions regarding the validity of the transfers of the underlying documents are irrelevant because the Plaintiffs were neither parties to any Purchaser & Assumption Agreement nor parties to any assignment of the note or deed of trust – factors which the Nevada Supreme Court has indicated deprives a party of challenging such a transaction. *See, Wood v. Germann*, 130 Nev. 553, 557, 331 P.3d 859, 862 (Nev. 2014). In *Wood,* the Court confirmed that because the homeowner was neither a party to nor an intended beneficiary of the purchasing agreement – a pooling and servicing agreement in that matter – they could not challenge the validity of the same. *Id.* This is because under Nevada law, non-parties to a contact cannot enforce that contract or challenge that transaction unless they are an intended third-party beneficiary. *Id.* at 557, 331 P.3d at 861. In this case, the Plaintiffs were only parties to the note and deed of trust and were neither parties to any of the agreements relating to the transfer of the note or deed of trust nor intended third-party beneficiaries to the same. Paatalo's testimony, then, is irrelevant in context of the instant litigation as other courts have recognized. *See e.g., Stevens*, 2017 Ohio 7165 at ¶¶27-28 (finding that Paatalo's testimony was "irrelevant and not material to the facts at hand" where Ohio law was clear that the borrower lacked standing to challenge an assignment of the note and mortgage). As a result, Paatalo's Declaration confirms his testimony is irrelevant and will not assist the Court on that basis.

Finally, Paatalo's Declaration confirms that any testimony will not be helpful to the court because it is based not upon on particularized facts but instead are based upon the same "assumption, conjecture, or generalization" the Nevada Supreme Court has indicated does not satisfy the expert witness requirements. *Hallmark*, 124 Nev. at 500–02, 189 P.3d at 651–52. In the course of conducting his review, Paatalo relies upon unrelated cases, websites, and filings which Paatalo unjustifiable assumes are probably comparable noting that he believes the two unrelated cases he looked at "represent a common theme in the hundreds of cases I have investigated involving alleged securitization of loans with WMB/JPMC involvement. **I believe**

10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

it is likely that the same holds true in all cases." *See,* Declaration, p 18, ¶37. Throughout the entirety of his Declaration, he makes other statements which assume, speculate, and generalize facts based upon other unrelated investigations conducted with regard to other unrelated loans without any indication that it occurred with regard to this loan. *See e.g.,* Declaration ¶19: "... most, if not all, residential mortgage loans originated by WMB were sold and securitized..."; ¶45: "I am not an expert in the law. However, I am informed by various counsel in similar foreclosure cases that..." There is no indication or explanation as to how investigations conducted in the context of other cases on other loans would be applicable to the instant loan, instead Paatalo relies upon unfounded assumptions, conjecture, and generalizations to support his opinion. These defects have led other courts to find him unqualified to provide expert testimony. *See e.g., In re Quinteros,* 2019 WL 5874609, at *6 (Bankr. D.D.C. Nov. 8, 2019)(noting Paatalo's testimony was "silly" and "wandered into his personal perceptions regarding the effects of those documents, perceptions that were mostly inadmissible speculation and impermissible opinion testimony").

Ultimately, Paatalo has not shown any reliable methodology on which his opinions are grounded on, and only bases his assumptions and generalizations about the chain of title issues on publicly-available documents which require no specialized training, experience, or education. A trier of fact can form their own opinions based on these publicly available documents. Thus, his testimony should be excluded because his opinions are unreliable, irrelevant and will not assist a trier of fact. Consequently, because he does not qualify as an expert witness, does not provide any relevant testimony, and has not shown it is based upon any reliable methodology, Paatalo should be disqualified as an expert and his testimony excluded.

4. <u>Exclusion of Mr. Paatalo's testimony is appropriate because he is biased.</u>

Paatalo's testimony is similarly unnecessary and unhelpful to the Court because he has personally been extensively involved in litigation against the beneficiary, JPMorgan Chase and related entities in previous cases. Specifically, Paatalo has had at least six (6) actions in federal or appellate courts against Washington Mutual Bank and/or JP Morgan Chase since 2008:

10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

- *Paatalo v. Washington Mutual Bank et. al.*, U.S. District Court for the District of Oregon, commenced July 15, 2008, as case 6:2008-cv-06216.
- *Paatalo v. JP Morgan Chase Bank et. al.*, U.S. District Court for the District of Minnesota, commenced October 6, 2010, as case 1:2010-cv-00119.
- *Paatalo v. JP Morgan Chase Bank et. al.*, U.S. District Court for the District of Montana, commenced October 9, 2013 by way of removal, as case 1:13-cv-00128.
- *Paatalo v. JP Morgan Chase Bank et. al.*, U. S. District Court for the District of Oregon, commenced July 29, 2015, as case 6:2015-cv-01420.
- *Paatalo v. JP Morgan Chase Bank et. al.*, 9th Circuit Court of Appeals, commenced November 4, 2014, as case 0:2014-cv-35931.
- *Paatalo v. JP Morgan Chase Bank et. al.*, 9th Circuit Court of Appeals, commenced October 11, 2016 as case 0:2016-cv-35818.

These cases further clarify that Paatalo is not an expert approaching an investigation with an impartial and reasonable methodology, upon which expert opinions are founded. His testimony is neither appropriate nor necessary in this case and, for the reasons stated, must be disqualified and excluded from testifying.

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TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

2390

IV.

CONCLUSION

Based on the above, NDSC requests that its Motion be granted in its entirety and that Paatalo not be allowed to present testimony as an expert witness where he is neither an expert, nor providing relevant information which would assist this Court or any fact finder in determining the limited scope of issues which still remain concerning the appropriateness of the foreclosure sale. For these reasons, Defendant's Motion must be granted.

DATED December 19, 2019.

TIFFANY & BOSCO, P.A.

ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
ROBIN V. GONZALES, ESQ.
Nevada Bar No. 15229
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135
Attorneys for Defendant
National Default Servicing Corporation

10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

CERTIFICATE OF SERVICE

I hereby certify that on December 19, 2019, I placed a copy of the above **NATIONAL DEFAULT SERVICING CORPORATION'S MOTION IN LIMINE TO EXCLUDE AND DISQUALIFY WILLIAM J. PAATALO** into a sealed envelope and mailed it via regular mail, postage prepaid, addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547
Plaintiffs in Proper Person

Casey J. Nelson, Esq.
2320 Potosi Street, Suite 130
Las Vegas, NN 89146
Attorney for Breckenridge Property Fund 2016, LLC

An employee of Tiffany & Bosco, P.A.

10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel 702-258-8200 Fax 702-258-8787

EXHIBIT 1

EXHIBIT 1

Case No.: 18-CV-00663
Dept. No.: I

FILED

2018 OCT 24 AM 8:28

TANYA STEVENS
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT
KATHY THOMAS, DEPUTY

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF LYON

LEO KRAMER,
AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE,

Defendants.

ORDER GRANTING MOTION TO DISMISS PLAINTIFF'S COMPLAINT

THIS MATTER having come on for hearing on October 5, 2018 on the Motion to Dismiss filed by Defendant National Default Servicing Corporation and joined by Defendants Alyssa McDermott, Wedgewood Inc., and Breckenridge Property Fund 2016 LLC, the Plaintiffs having opposed the motion to dismiss, the Court having reviewed the papers and pleadings on file herein and having heard the arguments of the parties, the Court being fully advised in the premises and good cause appearing therefore the Court makes the following findings of fact and conclusions of law, and the Court orders as follows:

2294

FINDINGS OF FACT

1. This action concerns real property commonly known as 1740 Autumn Glen Street, Fernley, Nevada, 89408, Assessor's Parcel Number 022-052-02 (hereinafter the "Property").
2. The instant state court lawsuit, commenced on June 8, 2018, is the second lawsuit filed by the Plaintiffs regarding the foreclosure on the Property.
3. The first lawsuit was filed on January 2, 2018 against NDSC, JPMorgan Chase Bank, N.A., Mortgage Electronic Registration Systems, Inc., and Washington Mutual Bank, N.A. in the United States District Court for the District of Nevada (3:18-cv-00001-MMD-WGC).
4. On May 17, 2018, Judge Miranda Du entered an order dismissing the first lawsuit and its attendant 15 causes of action with prejudice. On May 24, 2018, Plaintiffs' appealed Judge Du's Order to the Ninth Circuit. Preliminary Injunction was denied by Judge Du's Order and no stay of the non-judicial foreclosure was issued by any Court pending appeal.
5. Plaintiffs' state court Complaint filed in the instant lawsuit contains the same core causes of action that were alleged in the first, federal complaint which was dismissed by Judge Du.
6. However, Plaintiffs' state court Complaint does contain an allegation of unlawful foreclosure on procedural grounds that was not addressed in the first lawsuit or Judge Du's order dismissing the Complaint.

CONCLUSIONS OF LAW

1. Judge Du's Order dismissing the Complaint with prejudice in Case No: 3:18-cv-00001-MMD-WGC involved the same issues alleged in this instant action (except for the allegation of unlawful foreclosure based on procedural grounds), involved the same parties, and the decision was on the merits and final. All the required elements of res judicata have been met and therefore res judicata does apply in this matter.

2. Plaintiffs' Complaint appears to contain an allegation regarding the procedural notice of the foreclosure which was not addressed in Judge Du's order of dismissal. The Court finds this potential claim as a basis to allow the Plaintiffs' action to survive for the purpose of amending the complaint.
3. Plaintiffs' Complaint is dismissed against all Defendants without prejudice.
4. Plaintiffs shall have 20 days to file and serve an Amended Complaint.

ORDER AND JUDGMENT

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that Defendant National Default Servicing Corporation's Motion to Dismiss is GRANTED.

THE COURT FURTHER ORDERS, ADJUDGES, AND DECREES that Plaintiffs' entire Complaint against all Defendants is dismissed without prejudice with the ability to file an Amended Complaint within 20 days of the date of this Order.

DATED this 23rd day of October, 2018.

DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that I, Aaron P. Richter, am an employee of the Honorable John P. Schlegelmilch, District Judge, and that on this date pursuant to NRCP 5(b), I mailed at Yerington, Nevada, a true copy of the foregoing document addressed to:

Leo & Audrey Kramer
2364 Redwood Road
Hercules, CA 94547

Matthew K. Schriever, Esq.
Hutchison & Steffen, PLLC
10080 West Alta Dr., Suite 200
Las Vegas, NV 89145

Casey J. Nelson, Esq.
Wedgewood, LLC
2320 Potosi St., Suite 130
Las Vegas, NV 89146

Kevin S. Soderstrom, Esq.
Tiffany & Bosco, P.A.
10100 W. Charleston BLVD. Suite 220
Las Vegas, NV 89135

DATED: This 24 day of October, 2018.

Employee of Hon. John P. Schlegelmilch

EXHIBIT 2

EXHIBIT 2

FILED

2019 MAY 24 AM 11: 13

TANYA SCEARCE
COURT ADMINISTRATOR
THIRD JUDICIAL DISTRICT

Victoria Tovar DEPUTY

Case No.: 18-CV-00663

Dept No.: I

THE THIRD JUDICIAL DISTRICT COURT OF

THE STATE OF NEVADA

IN AND FOR THE LYON COUNTY

* * *

LEO KRAMER, AUDREY KRAMER,

Plaintiff,

v.

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MCDERMOTT, WEDGEWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC and DOES 1 THROUGH 50 INCLUSIVE,

Defendants.

ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS' MOTIONS TO DISMISS

THIS MATTER having come on for hearing on May 1, 2019 on the Motion to Dismiss filed by Defendants Alyssa McDermott ("McDermott"), Wedgewood Inc. ("Wedgewood"), and Breckenridge Property Fund 2016 LLC ("Breckenridge") and the Motion to Dismiss filed by National Default Servicing Corporation ("NDSC"), the Plaintiffs having opposed the motions to dismiss, the Court having reviewed the papers and pleadings on file herein and having heard the arguments of the parties, the Court being fully advised in the premises and good cause appearing therefore, each party submitting proposed orders and/or objections to the same, the Court makes the following findings of fact and conclusions of law, and orders as follows:

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2399

FINDINGS OF FACT

1. This Action concerns real property commonly known as 1740 Autumn Glen Street, Fernley, Nevada, 89408, Assessor's Parcel Number 022-052-02 (hereinafter the "Property").

2. On June 8, 2018, Plaintiffs filed a Complaint for claims of Unlawful Foreclosure, Quiet Title, Preliminary Injunction, Slander of Title, Constructive Fraud, and Declaratory Relief.

3. Defendants Breckenridge, Wedgewood, and McDermott filed a Motion to Dismiss the Complaint in its entirety. Likewise, Defendant NDSC filed a Motion to Dismiss the Complaint in its entirety. On October 23, 2018, this Court entered an Order granting Defendants' Motions to Dismiss without prejudice and with leave for Plaintiffs to file an amended complaint.

4. On October 25, 2018, Plaintiffs filed their First Amended Complaint which made claims for Unlawful Foreclosure (Against NDSC), Quiet Title (Against All Defendants), Slander of Title (Against NDSC), Declaratory Relief (Against All Defendants), and Cancellation of Written Instruments (Against NDSC).

5. Defendants Breckenridge, Wedgwood, and McDermott filed a Motion to Dismiss Plaintiffs' First Amended Complaint on November 19, 2018. Defendant NDSC filed a Motion to Dismiss Plaintiffs First Amended Complaint on January 17, 2019. Plaintiffs opposed both of these Motions to Dismiss, and the matter was submitted to this Court for its decision.

6. Neither Defendant Wedgewood nor Defendant McDermott has any claim to an estate, interest, right, title, lien or cloud in or on the Property. The Trustee's Deed transferring the property clearly shows the only owner as Breckenridge without any interest in the above parties. Prior to filing their First Amended Complaint, Plaintiffs had actual knowledge that neither Wedgewood nor McDermott had any claim to an estate, interest, right, title, lien or cloud in or on the Property. Despite having actual knowledge that neither Wedgewood nor McDermott had any claim to an estate, interest, right, title, lien or cloud in or on the Property, Plaintiffs sued Wedgewood and McDermott for Quiet Title and Declaratory Relief in their First Amended Complaint.

7. Plaintiffs' First Amended Complaint is not verified (*see* NRS 40.090(1)); Plaintiffs have not alleged that they paid all taxes levied or assessed against the Property (*see id.*); Plaintiffs did not within 10 days after the filing of the First Amended Complaint file or cause to be filed in the office of

2400

the county recorder of the county where the Property is situated, a notice of the pendency of the action containing the matters required by NRS 14.010; Plaintiffs did not within 30 days after issuance of summons post or cause to be posted a copy of summons in a conspicuous place at the Property; and the Summons did not contain a legal description of the property.

8. Plaintiffs have made no factual allegations in their First Amended Complaint that Defendant NDSC slandered the title of the Property.

9. Issues of fact remain regarding whether Plaintiffs were properly served with the Notice of Default on the Property.

10. Issues of fact remain as to whether Defendant Breckenridge was a bona fide purchaser of the Property.

11. Plaintiffs served and filed an Individual Case Conference Report ("ICCR") on about March 28, 2019. Defendants Breckenridge, Wedgewood, and McDermott filed their Objection to the ICCR on April 22, 2019.

CONCLUSIONS OF LAW

1. Plaintiffs have failed to state any claims against Defendants Wedgewood and McDermott, as there is no allegation that Wedgewood or McDermott has any claim to an estate, interest, right, title, lien or cloud in or on the Property. Therefore, all legal claims in this action against Defendants Wedgewood Inc. and Alyssa McDermott are dismissed with prejudice.

2. Plaintiffs have failed to state a claim for Quiet Title due to their failure to allege that they satisfied the relevant requirements of Chapter 40 of the Nevada Revised Statutes. Therefore, Plaintiffs' claim for Quiet Title against all Defendants is dismissed with prejudice. This is not a case for Quiet Title but to undo a trustee's sale.

3. Plaintiffs have failed to state a claim for Slander of Title as Plaintiffs have not made any factual allegations that Defendant NDSC slandered their title to the Property. Therefore, Plaintiffs' claim for Slander of Title against NDSC is dismissed with prejudice.

4. "Cancellation of Written Instrument" is a remedy and not a valid legal claim in the State of Nevada. Therefore, Plaintiffs' claim of Cancellation of Written Instruments – SOT, NOD, NTS and TDUS shall be treated as a prayer for relief.

5. Plaintiffs' claim for Unlawful Foreclosure against NDSC involves issues of fact which this Court cannot adjudicate on a motion made pursuant to NRCP 12(b)(5). Therefore, Plaintiffs' claim for Unlawful Foreclosure is not dismissed.

6. Plaintiffs' claim for Declaratory Relief is derivative of and a potential remedy for their claim for Unlawful Foreclosure, and therefore Plaintiffs' claim for Declaratory Relief is not dismissed.

7. Plaintiffs' ICCR, filed on or about March 28, 2019, is nugatory, as no such report was required or permitted prior to the filing of answers by the Defendants. NRCP 16.1(b)(2) & (c)(1)(A). Accordingly, Plaintiffs' ICCR is stricken.

ORDER

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES that Plaintiffs claims in their First Amended Complaint, and each of them, are dismissed with prejudice as to Wedgewood and McDermott.

THE COURT FURTHER ORDERS, ADJUDGES, AND DECREES that Plaintiffs' claim of Quiet Title is dismissed as to all Defendants with prejudice.

THE COURT FURTHER ORDERS, ADJUDGES, AND DECREES that Plaintiffs' claim of Slander of Title is dismissed with prejudice as to NDSC.

THE COURT FURTHER ORDERS, ADJUDGES, AND DECREES that Plaintiffs' claim of Cancellation of Written Instruments shall be treated as a prayer for relief.

THE COURT FURTHER ORDERS, ADJUDGES, AND DECREES that Defendants *must* answer or otherwise respond to Plaintiffs' First Amended Complaint on or before May 21, 2019.

THE COURT FURTHER ORDERS, ADJUDGES, AND DECREES that Plaintiffs ICCR filed on or about March 28, 2019 is stricken.

Dated this 23rd day of May, 2019.

Hon. John P. Schlegelmilch,
DISTRICT JUDGE

2403

Certificate of Mailing

I hereby certify that I, Anne Rossi, am an employee of the Third Judicial District Court, and that on this date pursuant to NRCP 5(b), a true copy of the foregoing document was mailed at Yerington, Nevada addressed to:

Leo Kramer
Audrey Kramer
2364 Redwood Road
Hercules, CA 94547

Matthew K. Schriever, Esq.
HUTCHISON & STEFFEN, PLLC
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145

Casey J. Nelson, Esq.
WEDGEWOOD, LLC
2320 Potosi Street, Suite 130
Las Vegas, NV 89146

Ace Van Patten, Esq.
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135

Dated this 23rd day of May, 2019.

Anne Rossi
Employee of Hon. John P. Schlegelmilch

EXHIBIT 3

EXHIBIT 3

LEO KRAMER
AUDREY KRAMER
2364 REDWOOD ROAD
HERCULES, CA 94547

PLAINTIFFS IN PRO PER

THIRD JUDICIAL DISTRICT COURT
LYON COUNTY, NEVADA

LEO KRAMER, AUDREY KRAMER, Plaintiffs, vs. NATIONAL DEFAULT SERVICING CORPORATION, et. al., Defendants.	Case No.: 18-CV-00663 PLAINTIFFS, LEO KRAMER AND AUDREY KRAMER'S INITIAL DISCLOSURE OF WITNESSES AND DOCUMENTS DEPT 1

Plaintiffs, LEO KRAMER and AUDREY KRAMER (hereinafter "THE KRAMERS"), hereby identify and produce the following witness list.

I. WITNESSES

1. William J. Paatalo, Private Investigator
   600 Wisconsin Ave. #4
   Whitefish, MT 59937

Mr. Paatalo is an Expert Witness who is a Licensed Private Investigator, Specializing In:

a) Foreclosure Fraud,
b) Chain of Title,
c) The Securitization of Residential mortgage & Commercial Mortgage Loans,
d) Accounting Relevant to Defaults.

This witness is an expert in real estate and foreclosure fraud and is expected to have knowledge concerning the facts and circumstances of this case.

2. Debbie A. Swayzer, signed on April 4, 2018, (Document # 5789460 as:
   Vice President of JPMorgan Chase Bank, National Association
   State of Louisiana
   Parish of Ouachita

This witness is expected to have knowledge concerning the facts and circumstances of this case.

3. Debbie A Swayzer, Assistant Secretary of JPMorgan Chase Bank; signed the deed of trust of April 10, 2018, four days after she signed the Deed of Trust *Ibid.*

This witness is expected to have knowledge concerning the facts and circumstances of this case.

4. Amy Gott (Notary# 66396)
   State of Louisiana
   Parish of Ouachita

   Notarized **FRAUDULENT** (Document # 578946)
   'ASSIGNMENT OF DEED OF TRUST' on behalf of JPMorgan Chase Bank
   on **4/4/2018**, the signature of: **Debbie A Swayzer, Vice President of JPMorgan Chase Bank**

This witness is expected to have knowledge concerning the facts and circumstances of this case.

5. Katrina Marie Johnson (Notary #68375)
   State of Louisiana
   Parish of Ouachita

   'Notarized SPECIAL WARRANTY DEED' on behalf of JPMorgan Chase Bank
   on **4/10/2018**, the following (4) four Signatures of:

   (a) Jelisa Alex
   Vice President JPMorgan Chase Bank
   37 Northgate Drive
   Monroe, LA 71201

(24of4)

(b) **Debbie A Swayzer,**
Assistant Secretary of JPMorgan Chase Bank

(c) Jalana Smith
Witness

(d) Landrius Chisley
Witness

This witness is expected to have knowledge concerning the facts and circumstances of this case.

6. Jelisa Alex
Vice President JPMorgan Chase Bank

This witness is expected to have knowledge concerning the facts and circumstances of this case.

7. Debbie A. Swayzer
Vice President of JPMorgan Chase Bank (4/4/2018)
Assistant Secretary of JPMorgan Chase Bank (4/10/2018)

This witness is expected to have knowledge concerning the facts and circumstances of this case.

8. Jalana Smith
Witness

This witness is expected to have knowledge concerning the facts and circumstances of this case.

9. Landrius Chisley
Witness

This witness is expected to have knowledge concerning the facts and circumstances of this case.

10. Caryn Barron
Vice President of JPMorgan Chase Bank,
signed on 11/26/2013, (Document # 515723) **'SUBSTITION OF TRUSTEE'**
Dallas, Texas

This witness is expected to have knowledge concerning the facts and circumstances of this case.

11. Lynda Denise Marshall, (Notary # is not noted on the seal or document)
Dallas, Texas
Notarized Caryn Barron's signature on **'SUBSTITION OF TRUSTEE'** noted just above.

This witness is expected to have knowledge concerning the facts and circumstances of this case.

12. Ivan Mora with National Default Servicing Corporation
Trustee Sales Supervisor
Signed on **10/5/2017**, (Document # 571145) **'NOTICE OF DEFAULT'**

This witness is expected to have knowledge concerning the facts and circumstances of this case.

13. Judy Quick, (Notary # is not noted on the seal or document)
Maricopa County
State of Arizona
Notarized Ivan Mora's signature noted just above on the **'NOTICE OF DEFAULT'.**

This witness is expected to have knowledge concerning the facts and circumstances of this case.

14. Von Mai with JPMorgan Chase Bank
Vice President of JPMorgan Chase Bank, signed **'AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO SELL'** (This document was signed on **6/24/2014**, but was never recorded until it was attached nearly **3.5 years later** on **10/5/2017**)

This witness is expected to have knowledge concerning the facts and circumstances of this case.

15. Carol Anne Welch, (Notary # is not noted on the seal or document)
Dallas, Texas
Notarized Von Mai's signature noted just above on the 'Affidavit of Authority In Support of Notice of Default and Election to Sell'

This witness is expected to have knowledge concerning the facts and circumstances of this case.

16. Alyssa Mc Dermott
c/o Office of the General Counsel
2320 Potosi Street, Ste. 130
Las Vegas, Nevada 89146

c/o Hutchinson & Steffen
John T. Steffen, Esq.
10080 W. Alta Dr., Ste. 200
Las Vegas, Nevada 89447

This witness is expected to have knowledge concerning the facts and circumstances of this case.

17. John T. Steffen, Esq.

Upon demonstration of Fraud or Crime exception to Attorney- Client privilege, this witness is expected to have knowledge concerning the facts and circumstances of this case.

18. PMK for Hutchinson & Steffen

Upon demonstration of Fraud or Crime exception to Attorney- Client privilege, this witness is expected to have knowledge concerning the facts and circumstances of this case.

19. Mr. Kenneth Ching

Upon demonstration of Fraud or Crime exception to Attorney- Client privilege, this witness is expected to have knowledge concerning the facts and circumstances of this case.

20. Casey J. Nelson

Upon demonstration of Fraud or Crime exception to Attorney- Client privilege, this witness is expected to have knowledge concerning the facts and circumstances of this case.

21. Mathew K. Schriever

Upon demonstration of Fraud or Crime exception to Attorney- Client privilege, this witness is expected to have knowledge concerning the facts and circumstances of this case.

22. Ace Van Patten

Upon demonstration of Fraud or Crime exception to Attorney- Client privilege, this witness is expected to have knowledge concerning the facts and circumstances of this case.

23. Kevin S. Soderstrom

Upon demonstration of Fraud or Crime exception to Attorney- Client privilege, this witness is expected to have knowledge concerning the facts and circumstances of this case.

24. Lee Anne Chaffin
CHAFFIN REAL ESTATE SERVICES
200 E. Main Street, Suite 102
Fernley, Nevada 89408

This witness is expected to have knowledge concerning the facts and circumstances of this case.

25. Deborah Taylor
CHAFFIN REAL ESTATE SERVICES
200 E. Main Street, Suite 102
Fernley, Nevada 89408

This witness is expected to have knowledge concerning the facts and circumstances of this case.

26. Daniel Starling
1740 Autumn Glen Street
Fernley, NV 89408

This witness is expected to have knowledge concerning the facts and circumstances of this case.

II- RESERVATION

The disclosure of above witnesses by Plaintiffs are based on current investigation and Plaintiffs therefore reserves the right to amend or supplement these witnesses list based on information resulting from further investigation and discovery, and to introduce at trial any and all such evidence. Furthermore, Plaintiffs disclose the above witnesses based on information resulting from investigation as to the competency, relevance, materiality, and the admissibility of evidence thereof, and any documents discussed, produced or identified in connection therewith, may be submitted as evidence for any purpose in this action.

It should also be noted that Plaintiffs have not fully completed their investigation of the facts relating to this case, as such, Plaintiffs, Leo Kramer and Audrey Kramer reserves the right to amend, supplement, or add to this list of individuals as discovery progresses. Additionally, Plaintiffs, Leo Kramer and Audrey Kramer reserves the right to call any witness listed herein, and in any other parties' disclosures of individuals.

Plaintiffs, Leo Kramer and Audrey Kramer reserves the right to call upon any witness(es) for the purposes of rebuttal/impeachment.

I. DOCUMENTS:

Date	Description	Bates Stamped
6/8/2005	GRANT BARGAIN AND SALE DEED	PK000001-PK000004
6/8/2005	PAUL FINANCIAL DEED OF TRUST	PK000005-PK000029
5/1/2008	WASHINGTON MUTUAL DEED OF TRUST	PK000030-PK000039
5/19/2008	SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE	PK000040-PK000042
12/5/2013	SUBSTITUTION OF TRUSTEE	PK000043
10/6/2017	NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST IMPORTANT NOTICE	PK000044-PK000050
6/24/2014	AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO SELL	PK000051-PK000054
3/22/2018	STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM CERTIFICATION	PK000055-PK000056
4/10/2018	ASSIGNMENT OF DEED OF TRUST	PK000057

4/19/2018	NOTICE OF TRUSTEE'S SALE	PK000058-PK000060
6/1/2018	TRUSTEE'S SALE	PK000061
6/8/2019	WILLIAM J. PAATALO EXECUTED DECLARATION	PK000062-PK000090
	DECLARATION EXHIBITS & CURRICULUM VITAE OF WILLIAM J. PAATALO	PK000091-PK000805
	CHAPTER 7 BANKRUPTCY DISCHARGE	PK000806-PK000818
	CHAPTER 13 BAKRUPTCY DISCHARGE	PK000819-PK000824
	DECLARATION OF LEE ANNE CHAFFIN IN SUPPORT OF OPPOSITION TO MOTION TO DISMISS	PK000825-PK000826
	DECLARATION OF DEBORAH TAYLOR IN SUPPORT OF PLAINTIFFS' FIRST AMENDED COMPLAINT	PK000827-PK000829
	DECLARATION OF DANIEL STARLING-TENANT OF PLAINTIFFS	PK000830-PK000831
	CHASE MONTHLY STATEMENTS NOTING CHAPTER 7 BANKRUPTCY/DISCHARGE & PLAINTIFFS' MAILING ADDRESS	PK000832-PK000835
4/4/2018	ASSIGNMENT OF DEED OF TRUST-NOTING DEBBIE SWAYZER, VICE PRESIDENT OF JP MORGAN CHASE BANK	PK000836
4/8/2018	SPECIAL WARRANTY DEED-NOTING DEBBIE A. SWAYZER, ASSISTANT SECRETARY OF JP MORGAN CHASE BANK	PK000837-PK000838
6/5/2015	SATISFACTION OF MORTGAGE-NOTING AMY GOTT, AS NOTARY #66396 WITH DIFFERENT SIGNATURE	PK000839
4/4/2018	ASSIGNMENT OF DEED OF TRUST-NOTING AMY GOTT, AS NOTARY#66396 WITH DIFFERENT SIGNATURE	PK000840
6/2/2019	JELISA ALEX's RESUME-MORTG. BANKING OPERATIONS SENIOR SPECIALIS-CHASE BANK, DUTIES VALIDATE MORTGAGE ASSIGNMENTS	PK000841-PK000843

PLAINTIFFS, LEO KRAMER AND AUDREY KRAMER reserves the right to amend, supplement, and add to this list of documents and any other relevant documents obtained through the discovery process or otherwise, without limitation.

II. COMPUTATION OF DAMAGES

PLAINTIFFS will pursue Punitive or exemplary Damages including attorney's fees and costs incurred in this case.

III. INSURANCE AGREEMENTS

None.

(241)

Plaintiff reserves the right to amend or to supplement these disclosures if it appears at any time that omissions or errors have been made or that additional or more accurate information becomes available to Plaintiff.

Date: 7/12/2019

Leo Kramer

Leo Kramer, Pro se

Date: 7/12/2019

Audrey Kramer

Audrey Kramer, Pro se

The UPS Store
1511 Sycamore Ave. Ste M
Hercules, CA 94547
store2796@theupsstore.com

PROOF OF SERVICE

STATE OF CALIFORNIA)
) SS:
COUNTY OF CONTRA COSTA)

I am employed in the County of Contra Costa, State of California. I am over the age of 18 and not a party to the within action; my business address is _____
On July 12, 2019, I served the foregoing document entitled:

PLAINTIFFS, LEO KRAMER AND AUDREY KRAMER'S INITIAL DISCLOSURE OF WITNESSES AND DOCUMENTS

on all parties in this action as follows:

PLEASE SEE ATTACHED SERVICE LIST

__X__ **Mail.** By placing a true copy thereof enclosed in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with first class postage thereon fully paid at Alameda, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter is more than one day after day of deposit for mailing in this Proof of Service.
__X__ **By Telefax.** I transmitted said document by telefax to the offices of the addressees at the telefax numbers on the attached Service List.
_____ **By Personal Service.** I delivered such envelope by hand to the addressee(s).
_____ **By Overnight Courier.** I caused the above-referenced document(s) to be delivered to an overnight courier service for next day delivery to the addressee(s) on the attached Service List.

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

Executed on July 12, 2019, at HERCULES, California.

Corina DiGrazia
Name of Declarant

Signature of Declarant

(2413)

SERVICE LIST:

Mathew K. Schriever
John T. Steffen
Hutchison & Steffen
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145

Attorneys for Defendants,
BRECKENRIDGE PROPERTY FUND 2016 LLC, et al.

Ace Van Patten
Kevin S. Soderstrom
Tiffany & Bosco, P.A.
10100 W. Charleston Blvd., Ste 220
Las Vegas, NV 89107

Attorneys for Defendant,
NATIONAL DEFAULT SERVICING CORPORATION

EXHIBIT 4

EXHIBIT 4

DISTRICT COURT
CLARK COUNTY, NEVADA

Leo Kramer and Audrey Kramer,

Plaintiffs,

v.

National Default Servicing Corp., et al.,

Defendants.

Case No. 18-CV-00663

DECLARATION OF PRIVATE INVESTIGATOR WILLIAM J. PAATALO

I, William J. Paatalo, hereby declares as follows:

1. I am an Oregon licensed private investigator under ORS 703.430, and have met the necessary requirements under ORS 703.415. My Oregon PSID number is 49411.

2. I am over the age of eighteen years, am of sound mind, having never been convicted of a felony or a crime or moral turpitude. I am competent in all respects to make this Declaration. I have personal knowledge of the matters declared herein, and if called to testify, I could and would competently testify thereto.

3. I have 17 years combined experience in law enforcement and private investigation with concentration on the mortgage lending industry and enforcement

actions seeking foreclosure of title or enforcement of possession. My Resume ("CV") is attached as "**Exhibit 1.**"

4. I have worked exclusively over the last 8 – years and more than 15,000 hours conducting investigatory research and interviews related to mortgage securitization and chain of title analyses. Typically my investigations are at the request of a homeowners or their counsel with the objective of determining whether there are facts that corroborate both the actual assertions and implied statements contained in various documents that purport to transfer, deliver or otherwise imply possession or ownership of a debt, note or mortgage (deed of trust in nonjudicial states).

5. I have performed such analyses for residential real estate located in many states, including, but not limited to Washington, Oregon, California, Arizona, Nevada, Florida, Ohio, Montana, New Jersey, Illinois, and numerous other states.

6. As of this date, I have conducted more than 1,200 investigations.

7. Because of my education and experience I am familiar with and have sufficient training and expertise to qualify as an expert, and I have testified as an expert in state and federal judicial proceedings in various jurisdictions throughout the United States.

8. Most recently, I testified at trial as an expert witness on August 6, 2018 in Re: *PennyMac Holdings, LLC v. Mario Carini, et. al., California Superior Court, County of San Diego, Case No. 37-2017-00039675-CL-UD-CTL.*

9. My specific areas of expertise that have been deemed qualified by the courts are as follows:

- Knowledge of the "Pooling & Servicing Agreements" and various Securities & Exchange Commission (SEC) filings associated with mortgage-backed securitized trusts.
- Specific language in the PSA's and Prospectus / Prospectus Supplements involving securitization participants, key dates, "Servicer Advances," sources of third-party payments, and transfer and conveyancing requirements to name a few.
- Knowledge and use of ABSNet / MBSData and the interpretation of its internal accounting data showing "advance payments" made to the certificate holders / investors, as well as other information specific to accounting, chain of title, and other aspects of securitization.
- Chain of Title analyses based upon publicly recorded documents, documents produced in discovery, and documents attached as exhibits to foreclosure complaints. Documents typically included mortgages, deeds of trust, assignment, notes, and allonges; in addition to documents filed under penalty of perjury with the SEC.

11. I was retained by the Plaintiff to review the chain of title for the Deed of Trust (DOT) originated by Washington Mutual Bank, F.A. on or about April 4, 2008, as well as the Substitution of Trustee (SOT) recorded on 12/05/2013 which are the subject of this action, and to render any opinions as to defects, deficiencies, or fraud should they exist.

12. The following documents were inspected and marked as exhibits:

Exhibit 2 – Amended Complaint & Exhibits
Exhibit 3 – Dayen Article
Exhibit 4 – Testimony Transcript – Robert Schoppe - FDIC
Exhibit 5 – Declaration of Neil Garfield, Esq.
Exhibit 6 – Chase letter to FDIC September 12, 2014
Exhibit 7 – Chase Emergency Motion – Proodian – FL - 2018
Exhibit 8 – Chase Supplemental Responses – Daee – TN – 3/30/15

3. Declaration of Private Investigator – William J. Paatalo

Exhibit 9 – Chase Supplemental Responses – Daee – 11/25/15
Exhibit 10 –Memorandum – Daee – TN
Exhibit 11 – Purchase & Assumption Agreement
Exhibit 12 – JPMorgan Chase Stipulation of Fact
Exhibit 13 – Hearing Transcript – Schiefer v. Wells Fargo
Exhibit 14 – FOIA Response
Exhibit 15 - Chase Collateral File Screenshots – Comparable Case #1
Exhibit 16 – Chase Collateral File Screenshots – Comparable Case #2
Exhibit 17 - Chase Consent Judgment – National Settlement
Exhibit 18 - Order – FL – Wells Fargo as Trustee v. Riley
Exhibit 19 - Chase "Investor" disclosure letters
Exhibit 20 - Affidavit of Marylin Lea
Exhibit 21 – *Kelley* Case – LNTH Screenshot
Exhibit 22 – LNTH Inv Codes – 3 comparable cases
Exhibit 23 - Deposition Transcript – Peter Katsikas – JPMorgan Chase
Exhibit 24 - Peter Katsikas testimony – Proodian
Exhibit 25 – Deposition Transcript – Matthew Dudas - JPMC

13. Having reviewed the above documents, and having conducted well over 300 investigations of WaMu mortgage loans involving the FDIC and Chase, my professional opinions are as follows:

a. The chain of title to the Kramer DOT is clouded and cannot be verified. JPMorgan Chase did not acquire, nor can it prove, ownership of any WaMu loan via the "Purchase & Assumption Agreement" (PAA) with the FDIC, including the Kramer DOT, and it remains an issue of fact as to whether it even acquired the servicing rights to any WaMu loan, including the Kramer loan, that was securitized and sold prior to the FDIC Receivership on September 25, 2008.

b. Washington Mutual Bank (WMB) tacitly admitted in "Securities & Exchange Commission" (SEC) filings that no endorsements would be placed upon

the notes it was selling and securitizing, and no assignments of the mortgages would be prepared or recorded to document the securitization and sales of the loans by Washington Mutual, Inc.'s subsidiaries. With full knowledge of these pre-receivership securitization and sales transactions, including the sale of the Kramer DOT, JPMorgan Chase (JPMC) has falsely asserted ownership to these loans using a generic and nondescript Purchase & Assumption Agreement (PAA) with the FDIC, and in turn, has executed self-serving assignments that contain material misrepresentations of beneficial ownership in order to create the illusion of standing and clean chains of title in thousands of foreclosure related cases. Such is the case here. My opinions, having previously been challenged as just theories, are now supported by JPMC's own admissions under oath in various court proceedings across the United States. These admissions show (1) JPMC knows of no employees or agents, currently or previously, who have any personal knowledge of any of the facts of the underlying transactions which they represent in their self-authored documents, and (2) in spite of these facts, JPMC admits that its employees forge and fabricate the necessary documents, (assignments, note endorsements, allonges, and affidavits) as needed for litigation; precisely the type of behavior discovered and forbidden in the billion-dollar consent judgments issued in the past decade. These behaviors continue unabated per my years of ongoing investigative research. And,

c. The assignment of beneficial ownership of the Kramer DOT to JPMC, which is fraudulent for the reasons set forth below, is executed and recorded more than four-years after JPMC asserted itself as beneficiary and substituted "National Default Servicing Corporation" (NDS) as Trustee in the recorded Substitution of Trustee (SOT) on 12/05/2013. As such, and for reasons set forth in this

Declaration, the SOT appears invalid, as JPMC had no authority to substitute trustees.

EVIDENCE IN SUPPORT OF OPINIONS

I. Background - WaMu's "Off-Balance Sheet Activities"

14. On April 13, 2011, the U.S. Senate's "Permanent Subcommittee On Investigations" published an investigative report that includes a detailed analysis of WaMu's securitization activities leading up to the financial collapse in 2008. The report can found be found at the following government website address:

https://www.hsgac.senate.gov/subcommittees/investigations/media/senate-investigations-subcommittee-releases-levin-coburn-report-on-the-financial-crisis

15. Key excerpts from the report are as follows:

Pg.116 –

E. Polluting the Financial System

Washington Mutual, as the nation's largest thrift, was a leading issuer of home loans. When many of those loans began to go bad, they caused significant damage to the financial system.

According to a 2007 WaMu presentation, by 2006, Washington Mutual was the second largest non agency issuer of mortgage backed securities in the United States, behind Countrywide.

By securitizing billions of dollars in poor quality loans, WaMu and Long Beach were able to decrease their risk exposure while passing along risk to others in the financial system. They polluted the financial system with mortgage backed securities which later incurred high rates of delinquency and loss. At times, WaMu securitized loans that it had identified as likely to go delinquent, without disclosing its analysis to investors to whom it sold the securities, and also securitized loans tainted by fraudulent information, without notifying purchasers of the fraud that was discovered and known to the bank.

Pg. 119 –

"WaMu Capital Corp. acted as an underwriter of securitization transactions generally involving Washington Mutual Mortgage Securities Corp. or WaMu

Asset Acceptance Corp. Generally, one of the two entities would sell loans into a securitization trust in exchange for securities backed by the loans in question, and WaMu Capital Corp. would then underwrite the securities consistent with industry standards. As an underwriter, WaMu Capital Corp. sold mortgage-backed securities to a wide variety of institutional investors. WCC sold WaMu and Long Beach loans and RMBS securities to insurance companies, pension funds, hedge funds, other banks, and investment banks. It also sold WaMu loans to Fannie Mae and Freddie Mac. WCC personnel marketed WaMu and Long Beach loans both in the United States and abroad.

Before WCC was able to act as a sole underwriter, WaMu and Long Beach worked with a variety of investment banks to arrange, underwrite, and sell its RMBS securitizations, including Bank of America, Credit Suisse, Deutsche Bank, Goldman Sachs, Lehman Brothers, Merrill Lynch, Royal Bank of Scotland, and UBS. To securitize its loans, WaMu typically assembled and sold a pool of loans to a qualifying special-purpose entity (QSPE) that it established for that purpose, typically a trust.

The QSPE then issued RMBS securities secured by future cash flows from the loan pool. Next, the QSPE – working with WCC and usually an investment bank – sold the RMBS securities to investors, and used the sale proceeds to repay WaMu for the cost of the loan pool. Washington Mutual Inc. generally retained the right to service the loans.

16. These findings are also supported by Washington Mutual, Inc.'s 10-Q filing with the U.S. Securities and Exchange Commission (SEC) on June 30, 2008 which states on (p.60),

Off-Balance Sheet Activities

The Company transforms loans into securities through a process known as securitization. When the Company securitizes loans, the loans are usually sold to a qualifying special-purpose entity ("QSPE"), typically a trust. The QSPE, in turn, issues securities, commonly referred to as asset-backed securities, which are secured by future cash flows on the sold loans. The QSPE sells the securities to investors, which entitle the investors to receive specified cash flows during the term of the security. The QSPE uses the proceeds from the sale of these securities to pay the Company for the loans sold to the QSPE. These QSPEs are not consolidated within the financial statements since they satisfy the criteria established by Statement No. 140, *Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities*. In general, these criteria require the QSPE to be legally isolated from the transferor (the Company), be limited to permitted activities, and have defined limits on the types of assets it can hold and the permitted sales, exchanges or distributions of its assets.

17. It is my opinion that the Kramer DOT was securitized and sold into the secondary market through one of WaMu's subsidiaries and its "off-balance sheet activities. As will be explained in-depth below, JPMC has specific "MSP"

(Mortgage Servicing Platform) screenshots within its custody and control that will show and prove (1) the sale prior to the FDIC Receivership, and (2) the investor codes for each sale and transfer.

II. JPMC did not acquire the assets of WaMu's subsidiaries

17. Attached as **Exhibit 11** is the widely publicized copy of the PAA dated September 25, 2008 between the FDIC and JPMorgan Chase. Page 2 of the PAA states,

"**Assets**" means all assets of the Failed Bank purchased pursuant to Section 3.1. Assets owned by Subsidiaries of the Failed Bank are not 'Assets' within the meaning of this definition."

18. The relevance to this will be explained further below.

III. No schedule or inventory of assets listing any specific WaMu mortgage loan acquired by JPMC exists. This includes servicing rights.

19. One fact is now well established – no schedule or inventory of assets listing any specific WMB mortgage loan acquired by JPMC, including the Kramer DOT, exists or has ever been produced or disclosed. The reason for this fact is most, if not all, residential mortgage loans originated by WMB were sold and securitized through WaMu's "Off-Balance Sheet Activities."

20. The testimony of Lawrence Nardi, the operations unit manager and mortgage officer of JPMC, who previously worked with WAMU and was picked up by JPMC after WMB failed confirmed that no schedule of assets exists. (*see*: Deposition of Lawrence Nardi in the matter of *JPMorgan Chase Bank, N.A., as successor in interest to Washington Mutual Bank v. Waisome*, Florida 5th Judicial

Circuit Case No. 2009CA005717.

http://www.scrib.com/doc/102949976/120509JPMCvWaisomeFLLawrenceNardiDeposition)

Here are the relevant questions and answers:

Q: (p.57, beginning at line 19) "Okay The are you aware of any type of schedule of loans that would have been created to represent the -- either the loans that were assets, loans or loans that were serviced by WAMU? Are you -- was the -- do you know if there is a schedule or database of loans like that?"

A: (p.58, beginning at line 1) "I know that there was a schedule contemplated in certain documents related to the purchase. That schedule has never materialized in any form. We've looked for it in countless other cases. We've never been able to produce it in any previous cases. It certainly be a wonderful thing to have, but it's as far as I know, it doesn't exist, although it was it was contemplated in the documents.

Q: (p.260 beginning at line 18) "Have you ever in your duties of being a loan analyst loan operations specialist, have you ever seen a FDIC bill of sale or a receiver's deed or an assignment of mortgage or an allonge?"

A: (p.260, beginning at line 23) "For loans, I'm assuming you're talking about the WAMU loan that was subject to the purchase here"

Q. (p.261, line 1) "Right."

A. (p.261, beginning at line 2) "No there is no assignments of mortgage. There's no allonges. There's no in the thousands of loans that I have come in contact with that were a part of this purchase, I've never once seen an assignment of mortgage. There is simply not they don't exist. Or allonges or anything transferring ownership from WAMU to Chase, in other words. Specifically, endorsements and things like that."

21. Attached as **Exhibit 5** is the Declaration of Neil F. Garfield, Esq. submitted in *Re: Mario Polychronas, Debtor - US BK CD-CA Case No. 1:11-bk-18306-vk* retrieved from the Federal Court's *PACER* System. Per Garfield's sworn testimony, Mr. Schoppe stated "*that there never was any instrument prepared or*

executed between JPMorgan Chase and either the FDIC or the bankruptcy trustee in which Chase acquired the loans. Specifically, he stated, 'if you are looking for an assignment of loans, you won't find it because it does not exist.'" **(Exhibit 5, ¶7).**

22. This is supported by Robert Schoppe's own testimony provided as **Exhibit 4** whereby Schoppe testified,

"Q. Are there any provisions in the Purchase and Assumption Agreement that talks to who's going to keep all the records, who's going to maintain the records if they're needed down the road?
A. Yes, there is.
Q. Okay. Explain that to us.
A. There is a continuing cooperation clause in there which basically says, in layman's terms, whoever has the records, if the other party needs them, we can get them.
Q. And so in this case, who maintains the records for all of the WAMU-originated loans?
A. JPMorgan Chase holds all those records.

Q. Under the Purchase and Assumption Agreement, did it provide that y'all were going to get like a list of all the loans or anything like that? Is there some kind of list that y'all have at FDIC, as receiver?
A. The agreement does call for us to get a list of the loans. We agreed that we would not get them. There were tens of hundreds of thousands of loans. We had no way of actually getting and -- we usually -- every other bank, we will get a download of all the loans. They number in the thousands. Here, they were numbering in the millions, I believe, tens of millions, and we simply didn't have capacity to download that information, store it someplace where we could get it. So we agreed with JPMorgan that we would not take a download. If we needed the information, we would just get it from them.

(Note) Schoppe also testified to the following:

10. Declaration of Private Investigator – William J. Paatalo

Q. So when JPMorgan Chase took over or bought these purchases, do they pay something for this Purchase and Assumption agreement?

A. Again, I think -- I tried to explain it. Perhaps I didn't do a very good job, so let me do that again. They assumed all of the assets, and they also assumed which assets were -- round numbers, please don't quote me on that -- I think it was about $330 billion. They also assumed; I believe it was about $300 billion worth of liabilities.

23. No schedule or inventory of any specific asset is also supported by an FOIA response letter from the FDIC on March 30, 2017 whereby the FDIC could find no responsive documents regarding any schedule of assets on the books of WMB. This FOIA letter was provided to me by a client as part of an investigation. **(Exhibit 14)**.

24. For years now, JPMC has been getting away with a massive presumption that it acquired multi-billions of dollars' worth of loans created by "Washington Mutual" via the "Purchase & Assumption Agreement" (PAA), yet the mortgage loans they claim to have acquired, specifically the Kramer DOT, was not "on the books" of "Washington Mutual Bank" at the time the "Office of Thrift Supervision" (OTS) took control of WMB.

IV. Washington Mutual Bank routinely disclosed in SEC Prospectus filings for public trusts that the notes it was selling were not going to be endorsed "or otherwise marked to reflect the transfer" to the trusts, and no assignments would be prepared, which resulted in the intentional clouding of titles.

25. The following admissions / "Risk Factors" were made by WMB to the investors in the WMABS 2007-HE2 Trust's 424(B) Prospectus Supplement on P. 21 (SEC link -http://www.secinfo.com/d16VAy.u48.htm#1stPage)

For transactions in which WMB fsb holds some or all of the mortgage notes and mortgages as custodian on behalf of the trust, investors should consider the following:

The trustee will not physically possess some or all of the mortgage notes and mortgages related to the mortgage loans owned by the Trust. Instead, WMB fsb will hold some or all of the mortgage notes and mortgages as custodian on behalf of the trust. **The mortgage notes and mortgages held by WMB fsb will not be endorsed or otherwise marked to reflect the transfer to the trust, and assignments of the mortgages to the trust will not be prepared or recorded.** As a result, if a third party were to obtain physical possession of those mortgage notes or mortgages without actual knowledge of the prior transfer to the trust, the trust's interest in those mortgage notes and mortgages could be defeated, thereby likely resulting in delays or reductions in distributions on the certificates.

For transactions in which WMB fsb holds some or all of the mortgage notes and mortgages as custodian on behalf of the trust, investors should consider the following:

With respect to each mortgage held by WMB fsb as custodian on behalf of the trust, an assignment of the mortgage transferring the beneficial interest under the mortgage to the trustee or the trust will not be prepared or recorded. In addition, an assignment of the mortgage will not be prepared or recorded in connection with the sale of the mortgage loan from the mortgage loan seller to the depositor.

26. These same admissions / disclosures were made by WMB in many of their public securitization transactions filed with the SEC, and it is my opinion that this was WMB's common business practice with its private placement transactions and GSE sales to Fannie Mae and Freddie Mac as well. This is supported by the Nardi testimony as will be explained further below.

V. Evidence shows a pattern and practice of fabricating endorsements and allonges upon notes, as the MSP System show notes are endorsed with WaMu signatures after 9/25/2008.

27. Though no copy of the original Kramer Note was provided for

inspection, the following information is relevant for purposes of understanding the overall conduct and widespread practice of forging and fabricating documents beyond just the assignments.

28. Attached as **Exhibits 15 & 16** are collateral file servicing system screenshots produced in discovery in other cases which I was involved. Both of these comparable cases involve loans originated by WMB with the notes bearing endorsements "in blank" by a WaMu officer.

29. The screenshots in **Exhibit 15** show that the Note was taken into Chase custody on "Jul 18, 2009 5:49.59" and that the Note was subsequently endorsed "WaMu to Blank" on "Feb 24, 2012 12:14:51," with another "facsimile" endorsement of "WaMu to Blank" being created on "Oct 28, 2014 4:08:57" (**Exhibit 15, P. 3,** and "Exception Add Date & Time" **P.4**).

30. Attached as **Exhibit 16** are discovery documents provided by JPMC in "comparable case #2." The screenshots in this exhibit shows "NEN1 - Note Endorsement 1 – WAMU to Blank – Sep 24, 2013, 12:00:00 AM" (**Exhibit 16, P.2**).

31. My opinion in these comparable cases is that the notes were endorsed after the FDIC's takeover of WaMu on September 25, 2008, as there is an abundance of information now in the public domain, as well as within the realm of my personal investigative experiences, to universally suggest that the largest servicers create note endorsements and/or allonges when missing, or when needed in litigation to prove-up "standing." These are commonly referred to in foreclosure proceedings as "ta-dah" endorsements, which are never dated or witnessed by anyone having personal knowledge as to any underlying transactions.

32. On September 25, 2015, a hearing was held in *Schiefer v. Wells*

Fargo Bank, USBK – WD – ARK, 5:14-AP-0706. I retrieved a copy of the hearing transcript from the Federal Court's PACER System and I have attached as **Exhibit 13.** From my review of the testimony provided, Wells Fargo's witness, Robert Bateman, provided incriminating testimony as follows That JPMC applied the WaMu officer's endorsement upon the note in 2013:

P.35, L15-25 & 36, L1-5:

Question: "With respect to your prior answers as defined above, you indicated that the promissory note has never been aggregated into a larger of mortgage notes. Please explain the legal nature of the transfer in which you acquired this individual promissory note."

Response: "Wells Fargo Bank, N.A. purchased the promissory note on February 1, 2007 from JPMorgan Chase Bank National Association as successor in interest from the FDIC as receiver of Washington Mutual Bank."

(NOTE: This statement is an impossibility since WaMu had not failed until 9/25/2008).

P.44, L13-25 & P. 45, L1-11:

Q So, from your -- from your review before today and – and going through this a little bit today, other than the endorsements, is this the same note -- or does it appear to be the same note as what we've been talking about on the proof of claim and on the other exhibit?

A This copy of the note has a second endorsement on it that we have not previously discussed or -- or looked at, as far as I remember. I have seen a -- the original note, and I have seen a copy of the original note, which is the same as this copy. I have seen this copy before with the two endorsements on it that are in our electronic scanning system. Our system doesn't have a copy that has -- that has the redaction, but I have looked at a copy of this note with both endorsements on it. And when I say both endorsements, the second endorsement is a blank endorsement that is signed by Washington Mutual Bank, N.A.

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Q Okay. And could you just read that whole endorsement to me, please, for the record?

A "Pay to the order of blank without recourse Washington Mutual Bank, F.A. by" -- and then there's a signature, and the name under it -- "Leta Hutchinson, Assistant Vice President."

Q Mr. Bateman, have you seen these -- these discovery responses before?

A No, I don't think I have.

P.46, L1-25 & P.47 thru 48:

Q Okay. Well, what I'd ask you to do for the Court is read the Request to Admit Number 3, which appears at the top of page 6, and then the answer. If you'll just wait a second so everyone in the courtroom can get there. All right. Please.

A "That at the time you acquired physical possession of the original note, it bore both the endorsements shown on the copy of the last page of the promissory note attached hereto as Exhibit A."

Answer to Request for Admission Number 3: "Denied. The note bore the endorsement from First Western Mortgage to Washington Mutual Bank, N.A. when received on February 14th, 2007. The endorsement in blank from Washington Mutual Bank, N.A. was completed in February 2013 pursuant to a limited power of attorney appointing – appointing Wells Fargo Bank, N.A. as the lawful attorney in fact for JPMorgan Chase Bank National Association as successor in interest from the FDIC as receiver of Washington Mutual Bank. A copy of the limited power of attorney is attached as Exhibit A."

Q Okay. Based upon your reading of that response, when was that second endorsement added?

A I'll read again what it says: "The endorsement in blank from Washington Mutual Bank, N.A. was completed in February of 2013."

Q And in -- in everyday laymen's terms, what would that mean to you?

A It means what it says.

Q Which is?

A On February '13, there was an endorsement in blank on the note.

Q Well, it says "completed." Who -- who completed?

A From Washington Mutual Bank, N.A.

Q Who would have completed the endorsement?

A I just read what this says. It says this was -- this was completed by Washington Mutual Bank. Well, in reading further -- let me continue to read after that. Excuse me. Reading further:

"Pursuant to a limited power of attorney appointing Wells Fargo Bank, N.A. as the attorney in fact for JPMorgan Chase Bank National Association as successor in interest from the FDIC as receiver of Washington Mutual Bank."

Q So, reading further, what do you think?

A **That the endorsement was by JPMorgan Chase Bank.**

Q I'm sorry?

A **That the endorsement was done by JPMorgan Chase Bank.**

33. Attached as **Exhibits 8 & 9** are Supplemental Responses produced by JPMC and a Memorandum **Exhibit 10** in the case captioned *Daee v. JPMorgan Chase USDC, MD TN* Case No. 3:13-cv-1332 which I retrieved from the Federal Court's *PACER* System. In *Daee*, two allonges were created on the subject Note by JPMC employees as needed to prove up the standing issues in the litigation. The chronological sequence for the creation of these allonges is outlined in JPMC's Supplemental Response (**Exhibit 8**).

16. Declaration of Private Investigator – William J. Paatalo

34. Attached as **Exhibit 9** is JPMC's Supplemental Responses dated 3/30/2015 which admit the following:

4. *State the dates JP Morgan Chase Bank, N.A. executed the allonges and state the basis for this knowledge.*

RESPONSE: (Objections Omitted) Chase's internal records indicate that the allonges were executed shortly before the foreclosure proceedings at issue in this case began.

1. *Identify the employees, supervisors or agents of JP Morgan Chase Bank, N.A. who has personal knowledge of the assignments and endorsements that occurred on December 17, 1998 and the allonges.*

RESPONSE: (Objections Omitted) [d]espite a diligent search, at this time Chase is not aware of any employees, supervisors, or agents that have independent personal knowledge or recollection of the assignments, endorsements or allonge, apart from knowledge gained from a review of relevant business records.

2. *Identify every person known to JP Morgan Chase Bank, N.A. who has, or who claims or purports to have, knowledge of facts which you contend support the allegations contained in your Answer and Motion for Summary Judgment.*

RESPONSE: (Objections Omitted) Chase states that the documents Chase relied on speak for themselves. Chase's position in this case is based on its review of business records, and despite a diligent search, at this time Chase is not aware of any employees, supervisors, or agents that have independent personal knowledge of the facts at issue.

35. JPMC admits that its employees created the assignment and note allonges despite having no personal knowledge of the underlying transactions and could produce no witnesses past or present with any knowledge of the facts surrounding the case. JPMC's position was that the self-serving documents they produced simply "spoke for themselves." This is a tacit admission of non-

compliance with the National Settlement and Consent Judgment attached as **Exhibit 17.**

36. In sanctioning Chase for its discovery abuses and delay tactics, the Court's analysis concluded in its memorandum **(Exhibit 10),**

"After the court's October 10, 2014 Memorandum pointed out multiple missing steps and unsupported assumptions inherent in Chase's representations to the court, Chase conducted further investigation and has now reversed course, contending that those transactions are irrelevant. Chase now essentially takes the position that the documents it recorded with the Sumner County Register of Deeds were (and remain) legally irrelevant and should be ignored in the court's analysis. After months of delay, Chase now claims that no depositions are warranted because, according to Chase, none of the employees or former employees have any personal knowledge of the underlying transaction[s,]"

"Chase seems to believe that it can operate on its own schedule, that it can selectively produce records that favor its position (whatever that position may be at a certain point in time), and that it can prevent reasonable inquiry into the veracity of its (shifting) representations and the import of underlying records."

37. The *Daee* and *Schiefer* cases represent a common theme in the hundreds of cases I have investigated involving alleged securitization of loans with WMB / JPMC involvement. I believe it is likely that the same holds true in all cases.

38. JPMC appears to have taken the position that it acquired beneficial interest in the Kramer DOT and loan via the PAA and the FDIC Receivership of WMB. But this is not what the publicly recorded assignment reflects. Attached as an exhibit to the complaint **(Exhibit 2)** is the only recorded assignment per my research which purports the following:

DOC #: 578946
Recorded: 04/10/2018
Executed: 04/4/2018
Assignor: Washington Mutual Bank, a Federal Association
Assignee: JPMorgan Chase Bank, N.A.

39. The assignment is executed by "Debbie A. Swayzer – Vice President – JPMorgan Chase Bank, N.A., as Attorney In Fact for the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, FA." First, the FDIC is not named as the assignee, as this was WaMu who ceased to exist as of 9/25/2008. Second, the assignment is a self-to-self transfer with JPMC playing both sides of the transaction even though JPMC names the defunct WaMu as the assignee. And third, there is no reference to any power of attorney document recorded in conjunction with this assignment showing the FDIC's involvement, as well as JPMC's authority to act on its behalf as an agent. This document is clearly fraudulent on its face, and this is quite common per my experience. It should be noted that I was personally solicited by a document fabrication mill in Idaho to forge and back-date an assignment in 2015 for a WaMu loan with a defective chain of title. (*See*: **Exhibit 3**).

40. Also attached to the complaint is the Substitution of Trustee (SOT) recorded on 12/05/2013 whereby JPMC substitutes NDS as Trustee in place of "California Reconveyance Company", the original Trustee named on the DOT. The recorded documents show that JPMC did not become beneficiary until more than four-years later. Though the assignment somehow implies that JPMC was acting as agent for the FDIC, there is no such authority implied in the SOT.

19. Declaration of Private Investigator – William J. Paatalo

There simply is no evidence to show JPMC having any authority as a beneficiary when it executed the SOT in 2013, and as such, the SOT appears to be invalid.

VI. JPMorgan Chase admits to destroying WaMu records and executing assignments and endorsements for loans "not reflected on the books and records of WMB as of September 25, 2008.

41. In addition to the tacit admissions in SEC filings outlined above, attached as **Exhibit 6** is a letter from JPMorgan Chase's counsel to the FDIC dated "September 12, 2014." This exhibit was taken directly from the FDIC's governmental website located at: https://www.fdic.gov.

42. This letter is a notice to the FDIC that JPMC sought reimbursement for expenses related to correcting defective chains of title on various loans that "were not reflected on the books and records of Washington Mutual Bank" at the time WMB failed on September 25, 2008.

43. JPMC makes the following tacit admissions in the letter:

The additional matters giving rise to JPMC's indemnity rights relate to costs incurred in connection with mortgages held by WMB prior to September 25,2008. These costs have resulted from aspects of-and circumstances related to-WMB mortgages that were not reflected on the books and records of WMB as of September 25, 2008, and include:

Costs incurred by JPMC to expunge records associated with WMB mortgages as a result of errors in mortgage documentation occurring prior to September 25, 2008, including erroneously recorded satisfactions of mortgages and associated legal fees and disbursements.

Costs incurred by JPMC to correct various defects in the chains of title for WMB mortgages occurring prior to September 25, 2008, including recording and legal services fees.

At the time of WMB' s closure, the above liabilities were not reflected on its books and records.

44. Again, it is my opinion that due to the defective and non-existent chain of title for the Kramer DOT, JPMC has taken advantage by assigning and transferring the DOT and Note unto itself. But again, no Note has been presented for my inspection.

45. I am not an expert in the law. However, I am informed by various counsel in similar foreclosure related cases that the original note must be present or re-established for enforcement to occur and that I should presume that the language of the Uniform Commercial Code applies in all states when enforcing a mortgage or deed of trust, to wit:

"9-203 - Attachment and enforceability of security interest; proceeds; supporting obligations; formal requisites. (a) A security interest attaches to collateral when it becomes enforceable against the debtor with respect to the collateral, unless an agreement expressly postpones the time of attachment.

(b) Except as otherwise provided in subsections (c) through (i), a security interest is enforceable against the debtor and third parties with respect to the collateral only if:

(1) Value has been given;"

46. Given the absence of corroboration of the implied assertion of a transaction in which the debt was purchased for value, it appears that these preconditions are not satisfied in this case. As an investigator I take the absence of any attempt to re-establish the note to mean that the current parties do not have any evidence of having purchased the debt for value, to which my investigation has found no such evidence.

VII. JMorgan Chase admits that mortgage assignments are

"materially false," were not assigned by the FDIC as they state, and do not transfer ownership, but only servicing rights.

47. From: *Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass Through Certificates, Series 2005-PR4 Trust v. Riley, Circuit Court Fifteenth Judicial Dist., Palm Beach County, FL, Case No.:50-2016-CA-010759-XXXX-MB:*

(Order attached as **Exhibit 18.**)

Plaintiff Engaged in Unclean Hands Trying to Prove Standing to Foreclose

Unclean Hands, Generally

1. *"One who comes into equity must come with clean hands else all relief will be denied him **regardless of merit of his claim,** and it is not essential that act be a crime; it is enough that it be condemned by honest and reasonable men." Roberts v. Roberts, 84 So.2d 717 (Fla.1956)(emphasis added).*
2. *Therefore, even if Plaintiff had standing to foreclose (a meritorious claim), Plaintiff would be denied the equitable relief of foreclosure upon a finding that Plaintiff took actions in pursuing this foreclosure that reasonable and honest men would condemn.*
3. *The Florida Supreme Court noted "the principle or policy of the law in withholding relief from a complainant because of 'unclean hands' is punitive in its nature." Busch v. Baker, 83 So. 704 (Fla. 1920). As U. S. Supreme Court Justice Black wrote:*

"[T]ampering with the administration of justice in the manner indisputably shown here involves far more than an injury to a single litigant. It is a wrong against the institutions set up to protect and safeguard the public, institutions in which fraud cannot complacently be tolerated consistently with the good order of society." Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238, 246, 64 S. Ct. 997, 88 L. Ed. 1250 (1944).

48. Also, in the Order,

22. Declaration of Private Investigator – William J. Paatalo

21. At trial, Ms. Marcott admitted that any claim JP Morgan Chase ever owned or sold Defendant's note and mortgage was false. She testified that Defendant's note and mortgage were not assets of Washington Mutual after 2005. As such, the 2010 assignment could not truthfully document a transaction that JPMorgan Chase obtained Defendant's note and mortgage from Washington Mutual and sold it to the Plaintiff Trust. This transaction never happened.

22. Moreover, the 2015 assignment contains a materially false statement that JP Morgan purchased Defendant's note and mortgage from the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Washington Mutual.

23. The note and mortgage were not assets of Washington Mutual to be sold by the FDIC Receiver to JP Morgan Chase and or to be sold by JP Morgan Chase to the Plaintiff Trust. Plaintiff's Trial Witness admitted the statement that the FDIC sold this loan as Receiver to Washington Mutual to JP Morgan Chase who sold it to the Plaintiff is materially false.

49. In the case *Proodian v Washington Mutual Bank, F.A., JPMorgan Chase Bank, N.A. et. al.*, JPMC employee "Matthew Dudas – Legal Specialist III" is asked about the assignment of Proodian's WaMu Mortgage from the FDIC to Chase (**Exhibit 25**). The assignment, and thousands of others like it, state that the FDIC is assigning the mortgage to JPMorgan Chase, and that JPMC is executing as attorney in fact for the FDIC. However, when Dudas is asked point blank whether the FDIC assigned the mortgage, here was his response:

Q Was the mortgage assigned from FDIC to Chase?

MS. GABSI: Objection to form.

A No.

50. Dudas testified that this assignment does not transfer any

"ownership" rights in the mortgage, but rather ONLY transfers the "servicing rights."

Q Let me get this clear what this document means and says to me, that this document represents an assignment of servicing right, is that correct?

A Yes.

Q That this document does not reflect an Assignment of Mortgage, is that correct?

MS. GABSI: Objection to form.

A It's not an assignment ownership.

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51. Nowhere in any of these assignments does it specifically disclose that it is only servicing rights that are being assigned. JPMC clearly states in its self-authored Kramer assignment that it is transferring beneficial interest in the DOT and Note unto itself.

VIII. <u>Chase admits the loans were sold and securitized, then denies</u>.

52. In cases I have reviewed across the country, borrowers have made and continue to make, inquiries to "Chase" seeking the identity of the investor(s) of their WMB loan(s) only to be told,

> "Your loan was sold into a public security managed by JPMorgan Chase Bank, N.A. and may include a number of investors. As the

servicer of your loan, Chase is authorized by the security to handle any related concerns on their behalf."

53. Attached as **Exhibit 19** are two letters provided by JPMC to other borrower clients of mine with this exact language. In both cases, after having made these disclosures to the borrowers, JPMC took the position in court that it was the sole owner of the loans by the authority granted in the PAA, and there were no investors associated with these loans because, "WaMu never sold or securitized the loans."

54. This same situation occurred in a case I was involved in Ontario, Canada. Attached as **Exhibit 20** is an affidavit of JPMC's Marilyn Lea in the Canada case. Per the Lea Affidavit ¶20 & 21, she states that the letters sent from Chase stating that the subject loan had been "sold into a public security managed by [Chase]" were "sent in error."

55. "Exhibit V" to the Affidavit shows an MSP Servicing System screenshot of the "Loan Transfer History." (LNTH). Per the Affidavit ¶23 (a)(b), Lea states that in November 2009 the loan "was transferred to Investor ID A11" and that "Investor A11 was Chase owned." She also attests that "Investor A70" was also Chase owned. In cases I have been involved investigating Chase and these investor codes involving loans that were owned or serviced by WaMu and its subsidiaries, almost all codes coming into question are attested to as "bank owned" / "Chase Owned," even when codes exist in the loan transfer history screenshots moving from "OLD/INV" to "NEW/INV" (Old Investor to New Investor). This is highly unlikely, unusual, and is indicia of a "cover-up."

56. Attached as **Exhibit 21** is a screenshot taken from JPMC's MSP System regarding a WaMu loan originated on 08/07/2007 in a case I was involved. Two of the codes in this screenshot are "AO1" and "A11." The "A11"

code existed in WaMu's system on 12/17/07 and was not a code created by Chase as attested to in the Lea Affidavit. As explained further below, the "AO1" code belonged to the WaMu subsidiary "Washington Mutual Asset Acceptance Corporation," and I believe investor code "A11" was a private investor and not "bank owned;" likely "Washington Mutual Mortgage Securities Corporation" (WMMSC).

57. Attached as **Exhibits 22** are Pre-Receivership MSP screenshots in two other cases I am involved. Each of these screenshots show investor code "AO1" and in each case, Chase claims the loans were never sold or securitized, and were "bank owned" and acquired through the PAA. This is false.

58. Like these cases, it is my opinion that the Kramer "Loan Transfer History" screenshot within JPMC's MSP System, if produced, will very likely show the investor code(s) "AO1" and/or "A11" signifying the securitization and sale of the Kramer DOT and Note through WaMu's subsidiaries.

IX. JPMC's "AO1 Stipulation" is an admission against its own interests.

59. Attached as **Exhibit 12** is a "Joint Trial Stipulation Re Issues Of Facts" signed by JPMorgan Chase Bank on June 7, 2017 in the matter of *Harry M. Fox v. JPMorgan Chase Bank, N.A. et. al.*, CA SC LA, Case No. BC602491. I was personally retained as an expert witness in the *Fox* case.

60. The following facts were admitted and stipulated to by JPMorgan Chase Bank on P.2,

/

/

/

¶8-10:

"8. Investor Code AO1 in the Loan Transfer History File represents WaMu Asset Acceptance Corporation."

"9. Investor Code 369 in the Loan Transfer History File represents Washington Mutual Mortgage Securities Corporation."

"10. JPMorgan Chase Bank, N.A. did not purchase the loan from the Federal Deposit Insurance Corporation."

61. JPMC has contested my opinion in similar cases prior to their stipulation that the "AO1" code belonged to one of the WaMu subsidiaries WMAAC or WMMSC. Numerous witnesses for JPMC have testified in depositions and trials that my theory is incorrect because (1) the investor code "AO1" was assigned to WMB (2) the code signified "bank owned," and (3) that the loans were never sold or securitized.

62. Attached as **Exhibit 23** is the deposition transcript of JPMC witness Peter Katsikas who contradicts JPMC's own stipulation regarding Investor Code AO1. Per P. 45-46,

Q. So what three characters -- well, let's put it another way. What characters would indicate a Chase-owned asset -- a WaMu-owned asset? Excuse me.

A. For these two loans?

Q. Yes.

A. AO1.

Q. AO1?

A. Yeah.

Q. And that AO1 stands for what?

A. That's just the three digit code, which is bank-owned.

Q. AO1?

A. Uh-huh.

63. Peter Katsikas is the same witness used by JPMC in many cases, and he takes the same position in the court transcript marked as **Exhibit 24, P. 81,**

THE COURT: Okay. And then A01 was an ID used specifically for loans that came from WaMu?
THE WITNESS: As being bank-owned.
THE COURT: So bank-owned loans from Washington Mutual?
THE WITNESS: Correct. Yes, that's correct.

64. In the *Fox* case, a public trust was identified in the chain of title, and the trust was declared the beneficiary of the *Fox* Deed of Trust. To sustain its argument that the loan was properly securitized and sold to the trust, JPMC and U.S. Bank, N.A. as Trustee both stipulated that the Depositor entity WMAAC purchased and then sold the loan to the trust prior to the Receivership, and as such, the loan was not a part of the purchase with the FDIC.

65. Strictly from a title perspective, the above evidence clearly shows that WMB purposefully and intentionally chose not to document any chain of title to the mortgages and deeds of trust and note(s) upon selling the loans prior to its failure on September 25, 2008, and that JPMC has taken it upon itself to not only "*expunge records associated with WMB mortgages as a result of errors in mortgage documentation occurring prior t[o,"]* but also to *"correct various defects in the chains of title for WMB mortgages occurring prior t[o."]*This means there is no chain of title that can be determined outside of fabricated paperwork. In other words, the chain of title to tens of thousands of WaMu loans, including the

Kramer DOT, are "clouded" and fatally defective due to WaMu no longer being in existence. Yet in this case, the fatal defects did not impede the defunct WaMu from assigning the Kramer DOT and Note ten years after its demise.

I declare under penalty of perjury, under the laws of the United State and Nevada that the above is true and correct, and that this declaration was executed this 8th day of June 2019.

William J. Paatalo
Private Investigator – Oregon PSID# 49411

William J. Paatalo

600 Wisconsin Ave #4
Whitefish, MT 59937
Office: 1-(888)-582-0961
bill.bpia@gmail.com

Curriculum Vitae

William Paatalo has been a licensed private investigator since September of 2009. He has 17 years combined experience in both law enforcement and the mortgage industry which he has utilized to become a leading expert in the areas of chain of title analyses and securitization. He was a police officer with the St. Paul, Minnesota Police Department from 1990-1996 where he was assigned "Field Training Officer" duties in only his second year on the job, and received multiple commendations.

Mr. Paatalo worked in the mortgage industry as a "loan officer" with Conseco Home Finance from 1999 – 2000, followed by two years of being a branch manager for multiple mortgage brokering firms. From 2002 – 2008, he became the President of Midwestern Mortgage, LLC f/k/a Wissota Mortgage, LLC in Wisconsin and Minnesota. As President of Wissota Mortgage, LLC, Mr. Paatalo was responsible for overseeing the origination, processing, and underwriting of mortgage loans, as well as managing a staff of 17 employees.

Mr. Paatalo has worked exclusively since 2010 investigating foreclosure fraud, chain of title, the securitization of residential and commercial mortgage loans, and accounting issues relevant to alleged "defaults, and has spent more than 15,000 hours conducting investigatory research specifically related to mortgage securitization and chain of title analysis. He has performed such analyses for residential real estate located in many states, including but not limited to, Washington, Oregon, California, Nevada, Florida, Montana, Texas, Arizona, Ohio, New Jersey, and several other states. To date, Mr. Paatalo has conducted more than 1,200 investigations across the U.S. and has provided written expert testimony in the form of affidavits and declarations in approximately 300 -350 cases nationwide. Mr. Paatalo has been qualified in both state and federal courts as an expert, and personally appeared and testified at trial in the cases

BP Investigative Agency
Exhibit 1

outlined below. This experience has led to Mr. Paatalo becoming one of the leading national experts in this field.

Mr. Paatalo's specific areas of expertise allowed by the courts in the cases referenced below are as follows:

- Knowledge of the "Pooling & Servicing Agreements" and various Securities & Exchange Commission (SEC) filings associated with mortgage-backed securitized trusts.
- Specific language in the PSA's and Prospectus / Prospectus Supplements involving securitization participants, key dates, "Servicer Advances," sources of third-party payments, and transfer and conveyancing requirements to name a few.
- Knowledge and use of the Bloomberg Terminal, ABSNet, MBSData and the interpretation of its internal accounting data showing "advance payments" made to the certificateholders / investors, as well as other information specific to accounting, chain of title, and other aspects of securitization.
- Chain of Title analyses based upon publicly recorded documents, documents produced in discovery, and documents attached as exhibits to foreclosure complaints. Documents typically include mortgages, deeds of trust, assignments, notes, and allonges; in addition to documents filed under penalty of perjury with the SEC.

Relevant Experience:

- Police Officer / "Field Training Officer" – St. Paul, MN 1990-1996.
- Oregon licensed private investigator under ORS 703.430, and has met the necessary requirements under ORS 703.415. To obtain his PI license, Mr. Paatalo met the requirement of 5,000 hours of investigation experience in the law enforcement field and passed a thorough background investigation and criminal history check.
- Member of the "Oregon Association of Licensed Investigators" (OALI.)
- President of Midwestern Mortgage, LLC f/k/a Wissota Mortgage, LLC in Wisconsin and Minnesota from 2002 – 2008.

Achievements:

- "2013 - Fraud Investigator of the Year" – "The Foreclosure Hour with Gary Dubin" – KHVH – AM, Honolulu, HI.
- Guest Speaker "Illinois Association of Foreclosure Defense Attorneys" – February 20, 2017. (http://www.afdaillinois.org/)
- Presenter in the March 2018 webinar titled "Mastering Discovery And Evidence In Foreclosure Defense" sponsored by Neil Garfield, Esq., The Garfield Firm, and GTC Honors, LLC.
- Co-Authored eBook titled "Table-Funding And Securitization Go Hand In Hand" – December 2015.

Education:

A.A.S. – Law Enforcement – Normandale C.C., Bloomington, MN – 1986
Marketing Management Certificate – Concordia University, St. Paul, MN 2001
Forensic Loan Auditor Certification Training Course (CFLA) – 32 hrs. – San Diego, CA 2011

Expert Testimony (Trial):

FEDERAL CASES

MONTANA

Robert T. Fanning, Debtor – U.S.Bankruptcy Court, District of Montana – BK Case No. 10-61660

CALIFORNIA

Rivera v. Deutsche Bank National Trust Company, U.S. BK Court, Northern CA – Oakland – Case No. 14-54193-MEH-13.

STATE CASES

CALIFORNIA

Dang v. HSI Asset Securitization Trust 2006-OPT1, Mortgage-Pass-Through Certificates, Series 2006-OPT1, California Superior Court, County of Alameda, Case No. RG14743930

Koeppel v. Central Pacific Mortgage, California Superior Court, County of Monterey, Case No. M133160.

PennyMac Holdings, LLC v. Mario Carini, et. al., California Superior Court, County of San Diego, Case No. 37-2017-00039675-CL-UD-CTL.

CONNECTICUT

JPMorgan Chase Bank, N.A. v. Geronimos et. al., Connecticut Superior Court, Stamford/Norwalk, Case No.FST-CV13-6017139-S

FLORIDA

U.S. Bank as Trustee for WMALT 2006-AR5 v. Paul Landers, et al., 20th Judicial Circuit for Lee County, FL Case No.: 14-CA-051647

Bank of America, N.A. v. Jorge A. Castro, et al., 17th Judicial Circuit for Broward County, FL Case No.: 12-06339-11

OHIO

Washington Mutual Bank fka Washington Mutual Bank, F.A. v. Jon A. Smetana, et al.,In The Court of Common Pleas, Cuyahoga County, Ohio Case No.CV-08-652392

OREGON

U.S. Bank, N.A.as Trustee v. Natache D. Rinegard-Guirma, et al. - Circuit Court For The State Of Oregon, County Of Multnomah - Case No. 1112-16030

ACSR

(Your Name) Leo Kramer & Audrey Kramer

(Address) 2364 Redwood Rd.
Hercules, CA 94547

(Telephone) 510-708-9100

(Email Address) audreykramer55@yahoo.com

In Proper Person

DISTRICT COURT

CLARK COUNTY, NEVADA

Leo Kramer & Audrey Kramer

Plaintiff,

vs.

National Default Servicing Corp., Alyssa McDermott, Wedgewood Inc., Brecken Ridge Property Fund 2013 LLC

Defendant.

CASE NO.: 18-CV-00663

DEPT NO.: 1

ACCEPTANCE OF SERVICE

I, *(your name)*, _____, the (check one)

☐ Plaintiff ☐ Attorney for Plaintiff

☐ Defendant ☐ Attorney for Defendant

in the above stated action accept service of (*name of documents*) _____

Plaintiffs' First Amended Complaint.

DATED this _____ day of _____, 20__.

_____
(Signature)

_____
(Printed Name)

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Exhibit 2

LEO KRAMER,
AUDREY KRAMER
2364 REDWOOD ROAD
HERCULES, CA 94547

PLAINTIFFS IN PRO PER

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF LYON

LEO KRAMER,
AUDREY KRAMER,

Plaintiffs,

vs.

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., BRECKENRIDGE PROPERTY FUND 2016 LLC, and DOES 1 THROUGH 50 INCLUSIVE,

Defendants.

Case No. 18-CV-00663

FIRST AMENDED COMPLAINT FOR:

1. UNLAWFUL FORECLOSURE
2. QUIET TITLE
3. SLANDER OF TITLE
4. DECLARATORY RELIEF
5. CANCELLATION OF SUBSTITUTION OF TRUSTEE, (SOT) NOTICE OF DEFAULT, (NOD); NOTICE OF TRUSTEE'S SALE (NTS); AND TRSUTEE'S DEED UPON SALE (TDUS)

2450 PK000096

Plaintiffs, LEO KRAMER and AUDREY KRAMER, ("Plaintiffs"), allege as follows:

I.
JURISDICTION AND VENUE

1. The transactions and events which are the subject matter of this Complaint all occurred within the County of Lyon, State of Nevada and the amount in controversy exceeds $25,000.00.

2. This action arises under Nevada law and venue is proper in this judicial district pursuant to Defendants' obligation and liability that arise in this County and some of the Defendants reside and/or conduct business in the State of California.

3. Plaintiffs' allege that Defendants conducted unlawful and wrongful foreclosure and sale of their real property in Lyon County, Nevada because Plaintiffs had no obligation under any Mortgage Note; Plaintiffs were not in default on any Mortgage loan obligations and Plaintiffs were not in default of the revolving line of credit Plaintiffs obtained from Washington Mutual Bank when Defendants initiated the foreclosure proceedings. Defendants are not the holder of Plaintiffs' Note in due course and Defendants did not have any assignment of Deed of Trust of Plaintiffs' real property when Defendants commenced the non-judicial foreclosure of Plaintiffs' real property in the State of Nevada. Plaintiffs claim that Defendants' actions in the State of Nevada were fraudulent, malicious, and oppressive. Plaintiffs did not breach any condition of any mortgage agreement sufficient to permit a non-judicial foreclosure proceedings against them in the State of Nevada.

4. Plaintiffs allege that at the time the power of sale was exercised or the foreclosure occurred, no breach of condition or failure of performance existed on Plaintiffs which would have authorized the foreclosure or exercise of the power of sale of Plaintiffs' real property.

II.
THE PARTIES

5. Plaintiffs, LEO KRAMER and AUDREY KRAMER, ("Plaintiffs"), are now, and at all times relevant to this action, residents of the County of Contra Costa, State of California. Plaintiffs are the rightful owners of the real property commonly describe as: 1740 Autumn Glen Street, Fernley, NV 89408, ("the subject property") and more fully legally described as:

Lot 62, SD UPLAND RANCH ESTATE UNIT NO. 7. ACCORDING TO MAP THEREOF, FILED AS DOCUMENT NO 315377, ON MARCH 9, 2004, COUNTY OF LYON, STATE OF NEVADA Bearing APN: 022-052-02 in Lyon County, State of Nevada

6. The subject property is Plaintiffs' home/retirement home **SEE EXHIBIT A**

7. Defendant NATIONAL DEFAULT SERVICING CORPORATION, is, and was at all times relevant herein, a Arizona corporation registered with Arizona's Secretary of State since 1996, NDSC also filed with the State of Nevada its Foreign Qualifications to conduct business in Nevada in 1996.

8. Plaintiffs allege that ALYSSA MC DERMOTT, an individual; is, and was at all times relevant herein, a doing business in the State of Nevada.

9. Plaintiffs are informed and believe and thereon allege that at all relevant times mentioned in this Complaint, Defendant, WEDGWOOD INC., is organized and existing under the laws of the state of Nevada; and was at all times pertinent, conducting business in the County of Lyon, State of Nevada.

10. Plaintiffs are informed and believe and thereon allege that at all relevant times mentioned in this Complaint, Defendant, BRECKENRIDGE PROPERTY FUND 2016 LLC is organized and existing under the laws of the state of California, Entity Number: 10101732-0161 Company Type: LLC – Foreign Address: 2015 MANHATTAN BEACH BLVD #100 Redondo Beach, CA 90278; and was at all times pertinent, conducting business in the County of Lyon, State of Nevada.

11. Plaintiffs do not know the true names, capacities, or basis for liability of Defendants

sued herein as Does 1 through 50, inclusive, as each fictitiously named Defendant is in some manner liable to Plaintiffs, or claims some right, title, or interest in the Property. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe, and therefore allege, that at all relevant times mentioned in this Complaint, each of the fictitiously named Defendants are responsible in some manner for the injuries and damages to Plaintiffs so alleged and that such injuries and damages were proximately caused by such Defendants, and each of them.

III.
FACTUAL AND GENERAL ALLEGATIONS

12. On or about June 2, 2005, Plaintiffs, LEO KRAMER and AUDREY KRAMER, purchased the aforementioned property from Ponderosa LLC for $204,488.00. Plaintiffs do not owe any monies on this purchase. **SEE EXHIBIT B**

13. On or about June 2, 2005, Plaintiffs obtained a mortgage loan from Paul Financial, LLC in the amount of $163,500.00, to purchase the subject property. Plaintiffs do not owe any monies on this note. There's no breach of conditions or failure of performance under the financial mortgage note with Paul Financial. **SEE EXHIBIT C**

14. On or about April 4, 2008, Plaintiffs, LEO KRAMER and AUDREY KRAMER, obtained a REVOLVING LINE OF CREDIT from Washington Mutual Bank with a maximum credit limit in the amount of $176,000, pledging the subject property as collateral pursuant to which any default in the line of credit was subject to **Judicial Foreclosure**. **Under the WAMU Deed of Trust/Credit Agreement on (Page 4, Section C) states,** *"To the extent permitted by law the power of sale conferred by the Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be **Judicially** Foreclosed or **sue on the Credit Agreement** or take any other action available in equity or at law."* **SEE EXHIBIT D.** There's no breach of conditions or failure of performance under the financial mortgage note with Paul Financial.

a) Under the revolving line of credit, grantor ("Plaintiffs"), may borrow, repay, and re-borrow from time to time up to the maximum credit limit. Plaintiffs, at no time, accessed up to the maximum credit limit of $176,000, and Plaintiffs were unable to re-borrow from time to time up to the maximum credit limit as was agreed upon under the revolving line of credit agreement because Washington Mutual Bank breached the agreement under the revolving line of credit when Washington Mutual Bank failed to exist and when Washington Mutual became a defunct banking institution. Plaintiffs allege that the amount used by Plaintiffs from the revolving line of credit were repaid in full to Washington Mutual Bank and whatever was outstanding from the revolving line of credit was discharged in Bankruptcy Court in 2011.

15. Chain of Title of the Subject Property is as follows:

a. On or about June 8 2005, Paul Financial recorded a Deed of Trust, with ELECTRONIC REGISTRATION SYSTEMS, INC (MERS) noted as beneficiary and **Foundation Conveyancing LLC** noted as Trustee. **DOC # 353220 SEE EXHIBIT C**

b. On or about May 1, 2008, WAMU recorded a new Deed of Trust, designating WAMU as beneficiary and **California Reconveyance Company** as Trustee. **DOC # 425436 EXHIBIT D**

c. On or about May 19, 2008, MERS recorded a 'Substitution of Trustee & Full Reconveyance' substituting **Executive Trustee Servicing LLC** as the new Trustee in place of **Foundation Conveyancing LLC. DOC # 426240 SEE EXHIBIT E**

d. On or about December 5, 2013, JPMorgan Chase Bank, with no duly appointed authority, recorded a fraudulent 'Substitution of Trustee', substituting NDSC as the new Trustee in place of California Reconveyance Company. **(What happened to Foundation Conveyancing LLC & Executive Trustee Servicing LLC?)** SUBSTITUTION OF TRUSTEE was requested by Caryn Barron, Vice President of JP Morgan Bank. NO ASSIGNMENT OF TITLE was ever granted to JP Morgan Chase Bank. Therefore,

JPMorgan Chase Bank had no duly appointed authority to grant a SUBSTITUTION OF TRUSTEE. **DOC 515723 SEE EXHIBIT F**

16. Plaintiffs allege that JPMorgan Chase Bank was not the holder or in possession of the Deed of Trust or the holder of any mortgage note or Credit Agreement. Further, the Purchase & Assumption Agreement between JPMorgan Chase Bank and the FDIC DID NOT automatically grant all assets and liabilities to Chase. The Purchase & Assumption Agreement states on Page 10, Section 3.3, Titled 'Manner of Conveyance' the following: **SEE EXHIBIT G**

> *3.3 **Manner of Conveyance: Limited Warranty: Nonrecourse; Etc.** THE CONVEYANCE OF ALL ASSETS, INCLUDING REAL AND PERSONAL PROPERTY INTEREST, PURCHASED BY THE ASSUMING BANK UNDER THIS AGREEMENT SHALL BE MADE, AS NECESSARY, BY RECEIVER'S DEED OR RECEIVER'S BILL OF SALE, "AS IS", "WHERE IS", WITHOUT RECOURSE AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, WITHOUT ANY WARRANTIES WHATSOEVER WITH RESPECT TO SUCH ASSETS, EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, ENFORECEABILITY, COLLECTIBILITY, DOCUMENTATION OR FREEDOM FROM LIENS OR ENCUMBRANCES (IN WHOLE OR IN PART), OR ANY OTHER MATTERS.*

e. On or about October 5, 2017, NDSC filed a 'Notice of Default' (NOD) on the Subject Property. Plaintiffs, Leo Kramer and Audrey Kramer ask that the Court take notice that NO notice of the NOD was ever served to Plaintiffs, as is required by Nevada Law. **DOC# 571145 SEE EXHIBIT H**

Further, attached to the same NOD was an Affidavit signed on June 24, 2014, by a ***robo signer*** named Von Mai, purported to claim that he/she is the Vice President of JPMorgan Chase Bank, claiming to be the current beneficiary of the deed of trust or

authorized representative of the current beneficiary. Plaintiffs would like this court to take notice that NO ASSIGNMENT OF TITLE has been granted to Chase Bank. Nor did Chase possess a ***RECEIVER'S DEED OR RECEIVER'S BILL OF SALE*** from the FDIC, as is required by the PAA. Therefore, Chase Bank had NO duly appointed authority in granting support of NOD to National Default Servicing Corporation. Plaintiffs would also like the Court to take notice that the Affidavit of Von Mai bears NO stamp of recordation whatsoever and was signed approximately (3) three years and (4) four months prior to the NOD being recorded. **SEE EXHIBIT H**

f. On or about March 23, 2018, NDSC recorded the State of Nevada Foreclosure Mediation Program. NO notice of this document was ever provided to Plaintiffs, Leo Kramer or Audrey Kramer! NDSC checked a box alleging that Grantor or person who holds the title of record did not attend the Foreclosure Mediation Conference, failed to produce the necessary disclosure forms, did not file petition, or did not pay the fees required by the district court. The Beneficiary may proceed with the foreclosure process. **Plaintiffs deny ever receiving or being served this document.**

DOC 578119 SEE EXHIBIT I

g. On or about April 19, 2018, NDSC unlawfully filed a Notice of Trustee Sale (NOTS).

DOC # 579380 SEE EXHIBIT J

h. On or about June 1, 2018, NDSC, wrongly and unlawfully, recorded a 'Trustee Deed Upon Sale', identifying Breckenridge Property Fund 2016, LLC as the new owner/s of the Subject Property. **DOC # 581625 SEE EXHIBIT K**

17. At all times relevant to this Complaint, Plaintiff maintained a residence and/or mailing address known or discoverable by NATIONAL DEFAULT SERVICING CORPORATION and the remaining Defendants, yet NATIONAL DEFAULT SERVICING CORPORATION failed to give

Plaintiffs Notice of the Notice of default and election to sell Plaintiff's real property by certified mail, return receipt requested, to the Plaintiffs, at their last known address, on the date the notice is recorded in the county where the property is located as required by Nevada Law. Plaintiffs offer in support of this fact monthly bank statements they received from JPMorgan Chase Bank. Given that Chase Bank hires and pays NDSC to carry out their unlawful foreclosures, NDSC clearly knew Plaintiffs' mailing address. **SEE EXHIBIT L**

18. Upon information and belief, service of this Notice of Default failed to comply with the requirements of Nevada law.

19. Upon information and belief, service of this Notice of Default failed to comply with the requirements of Nevada law, which requires the servicer or owner of the loan to send the borrower a notice that contains information about the account, including the total amount needed to cure the default, and includes information about foreclosure prevention alternatives, among other things. (Nev. Rev. Stat. § 107.500).

20. Upon information and belief, service of this Notice of Default failed to comply with the requirements of Nevada law, which requires that a copy of the NOD must be sent to each person who has a recorded request for a copy and each person with an interest or claimed interest in the property by registered or certified mail within ten days after the NOD is recorded. (Nev. Rev. Stat. § 107.090).

21. On or about October 5, 2017, a Notice of Default and Election to Sell Under revolving line of credit was recorded on the Property by Defendant NATIONAL DEFAULT SERVICING CORPORATION. During the time NATIONAL DEFAULT SERVICING CORPORATION filed the NOD there was no assignment of deed of trust which provided NATIONAL DEFAULT SERVICING CORPORATION with standing to record the Notice of Default.

22. Plaintiffs were never notified or provided with the STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM required by Nevada law as said subject property is Plaintiffs' home/retirement home. Plaintiffs only saw notice of this after National Default Servicing

Corp filed the certificate with the Lyon County Recorder's Office on March 22, 2018, (6) six months after the NOD was recorded on Oct. 6, 2017. **SEE EXHIBIT I and H**

23. Further, the Notice of Default on the subject property to conduct a non-judicial foreclosure is unlawful and inappropriate given that Plaintiffs did not have a mortgage loan and there was no mortgage note with Washington Mutual Bank. Plaintiffs acquired a Revolving Line of Credit, that only provided for **judicial foreclosure** and NOT non-judicial foreclosure. Further, Plaintiffs contend that, the Revolving Line of Credit is considered a Consumer Debt and is viewed and compared to that of a Credit Card, in that both credit offerings feature a maximum credit limit, allow a consumer to access funds, repay the funds and re-access funds throughout the credit term. With a Consumer Debt a creditor must provide an accurate accounting of any alleged monies owed and must obtain a judgment before they can collect on a consumer debt. In this case, Plaintiffs paid substantial monies toward the $176,000 Revolving Line of Credit and any amounts, if any, still owing were fully discharged in Plaintiff's Chapter 7 Bankruptcy on June 16, 2018. Additionally, Defendant National Default Servicing Corporation, who was hired by JPMorgan Chase Bank, is time-barred to conduct a judicial foreclosure by Nevada's (6) six year Statute of Limitations.

24. On or about April 10, 2018, JPMorgan Chase Bank filed a fabricated ASSIGNMENT OF DEED OF TRUST, dated April 4, 2018, with Lyon County. This Assignment states 'For Value Received, Washington Mutual Bank, hereby grants, assigns and transfers to JPMorgan Chase Bank all beneficial interest under that certain Deed of Trust dated 04/04/2008'. This Assignment is signed by Debbie Swayzer, Vice President of JPMorgan Chase Bank. Ms. Swayzer signs under the following: JPMorgan Chase Bank, National Association, as Attorney In fact for the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank F/K/A Washington Mutual Bank, FA. It shocks the conscience that Chase Bank, after (9) nine years and (6) six months plus, fabricate and record a fraudulent self-signed and self-assigned 'ASSIGNMENT OF DEED OF TRUST' so latently after

acquiring 'Certain' Assets and Liabilities of Washington Mutual Bank, from the FDIC seizure of WAMU, which took place on September 25, 2008. **SEE EXHIBIT N**

25. On or about April 19, 2018, National Default Servicing Corporation, who was not a duly appointed Trustee, filed an unlawful non-judicial Notice of Trustee Sale with Lyon County. The Trustee Sale was scheduled to take place on May 18, 2018, at 11am. **DOC # 579380 SEE EXHIBIT J**

26. On May 28, 2018, Plaintiffs were notified by their Property Management Company that the tenants currently residing in the subject property were prematurely contacted by person named Allyssa McDermott claiming to be the new owner of the subject property. Plaintiffs immediately checked with Lyon County Records and found NO evidence that a sale of the property had occurred. Plaintiff, Audrey Kramer left a voice message for Ms. McDermott on May 28, 2018. Ms. McDermott returned Plaintiff's call and said she had just purchased the property. Plaintiff asked Ms. McDermott when the sale took place and Ms. McDermott said, "On Friday", but did not know the actual date of the sale. Plaintiff, Audrey Kramer, found it strange that Ms. McDermott did not seem to know the actual date she supposedly purchase the subject property. Plaintiff, Audrey Kramer informed Ms. McDermott that there is pending litigation on the property and that is currently before the United States Ninth Circuit Court of Appeals in San Francisco, whereby Ms. McDermott said, "That's fine", and hung up on Plaintiff. Plaintiff, Audrey Kramer continued checking with Lyon County Records and on June 1, 2018, found a Trustee's Deed recorded with Lyon County Recorder's Office of Records. **SEE EXHIBIT K**

27. Plaintiffs bring this action because of National Default Servicing Corporation's failure to comply with Nevada's Foreclosure Statute and procedural requirements and for declaratory judgment, injunctive and equitable relief, and for compensatory, special, general, punitive damages and treble damages against above named Defendants and each of them. Plaintiffs allege that, prior to recording the Notice of Default, Notice of Trustee's sale and the trustees' deed, neither

NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., nor BRECKENRIDGE PROPERTY FUND 2016 LLC, was the holder of Plaintiffs' Note in due course or Assignment of Deed of Trust under Plaintiffs' Note and Deed of Trust. Furthermore, Plaintiffs did not breach any condition of any mortgage agreement sufficient to permit a non-judicial foreclosure proceedings against them in the State of Nevada.

28. Through this action, Plaintiffs seek damages against Defendants, NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., and BRECKENRIDGE PROPERTY FUND 2016 LLC, resulting from the unlawful and wrongful non-judicial foreclosure of Plaintiffs' real property and for Treble Damages and punitive damages arising from National Defaults failure to follow Nevada's foreclosure procedural requirements.

FIRST CAUSE OF ACTION

(FOR UNLAWFUL FORECLOSURE)

(AGAINST NDSC)

29. Plaintiffs re-allege and incorporates by reference all preceding paragraphs as though fully set forth herein.

30. On information and believe, Plaintiffs thereon alleges, that at all times herein mentioned, each of the Defendants were the agents, employees, servants and/or the joint-venturers of the remaining Defendants, and each of them, and in doing the things alleged herein below, were acting within the course and scope of such agency, employment and/or joint venture and enterprise.

31. Plaintiffs alleges that National Default did not give Plaintiffs notice when they filed the NOD as required by Nevada statute. Furthermore, Plaintiffs allege that a wrongful and unlawful foreclosure of their real property occurred or a power of sale was exercised by Defendants and at the time of foreclosure or exercise of the power of sale, no breach of condition or failure of performance

existed that would have authorized such action. See, *Collins v. Union Federal Sav. & Loan Ass'n. 662 P.2d 610, 623 (Nev. 1983).*

32. Plaintiffs allege that they are not in default of their Mortgage loan which secured mortgage and deed of trust of their real property. Further, Plaintiffs allege there was no breach of condition of failure to perform on any mortgage note.

33. At all times relevant to this Complaint, Plaintiff maintained a residence and/or mailing address known or discoverable by NATIONAL DEFAULT SERVICING CORPORATION and the remaining Defendants, yet NATIONAL DEFAULT SERVICING CORPORATION failed to give Plaintiffs Notice of the Notice of default and election to sell Plaintiffs' real property by certified mail, return receipt requested, to the Plaintiffs, at their last known address, on the date the notice is recorded in the county where the property is located as required by Nevada law.

34. Plaintiffs allege that the service of this Notice of Default failed to comply with the requirements of Nevada law.

35. Plaintiffs allege that the service of this Notice of Default failed to comply with the requirements of Nevada law, which requires the servicer or owner of the loan to send the borrower a notice that contains information about the account, including the total amount needed to cure the default, and includes information about foreclosure prevention alternatives, among other things. (Nev. Rev. Stat. § 107.500).

36. Plaintiffs allege that the Notice of Default failed to comply with the requirements of Nevada law, which requires that a copy of the NOD must be sent to each person who has a recorded request for a copy and each person with an interest or claimed interest in the property by registered or certified mail within ten days after the NOD is recorded. (Nev. Rev. Stat. § 107.090).

37. On or about October 5, 2017, a Notice of Default and Election to Sell Under revolving line of credit was recorded on the Property by Defendant NATIONAL DEFAULT SERVICING CORPORATION. During the time NATIONAL DEFAULT SERVICING CORPORATION filed

the NOD there was no assignment of deed of trust which provided NATIONAL DEFAULT SERVICING CORPORATION with standing to record the Notice of Default. Further, Plaintiffs allege there was no breach of condition or failure to perform on any mortgage note.

38. Plaintiffs were never notified or provide with the STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM required by Nevada law as said subject property is Plaintiffs' home/retirement home. Plaintiffs only saw notice of this after National Default Servicing Corp filed the certificate with the Lyon County Recorder's Office on March 22, 2018.

SEE EXHIBIT I

39. On information and belief, Plaintiffs allege that Defendants, and each of them recorded Notice of Default, Notice of Trustee's sale and Trustee's deed upon sale claiming an interest in or a lien or encumbrance against Plaintiffs' real property, knowing or having reason to know that the document is forged or groundless, or contains a material misstatement or false claim, in contravention of NRS 205.395.

40. Plaintiffs allege that there has been an illegal, and willful oppressive non-judicial foreclosure sale of their real property by the Foreclosing Defendant, NATIONAL DEFAULT SERVICING CORPORATION.

41. Plaintiffs allege that they are not in default of the revolving line of credit that Plaintiffs obtained from Washington Mutual Bank and they are in no breach of condition or failure of performance existed under the Revolving line of credit that would have authorized such action.

42. Plaintiffs allege that NATIONAL DEFAULT SERVICING CORPORATION failed to provide proper notice for the May 18, 2018, sale as required under NRS 107.087.

43. Plaintiffs allege that NATIONAL DEFAULT SERVICING CORPORATION failed to provide notice the Nevada Supreme Court Foreclosure Mediation Program. Plaintiffs further allege the property was purchased as a second home to become Plaintiffs' retirement home.

44. Plaintiffs are informed and believe, and thereon alleges that Defendants, executed

fraudulent real estate documents that touched and concerned Plaintiff's real property and thereafter caused said documents to be recorded in the Official Records in the Office of the Lyon County Recorder's office in violation of Nevada laws.

45. Plaintiffs performed all terms, covenants, and conditions required under the mortgage, except for those terms, covenants, and conditions the performance of which was either waived or rendered impossible by Washington Mutual bank due to Washington Mutual Bank's breach of the revolving line of credit. Further, Plaintiffs allege there was no breach of any condition or failure to perform on any mortgage note.

46. On or about June 2, 2005, Plaintiffs, LEO KRAMER and AUDREY KRAMER, purchased the aforementioned property for $204,488.00. **SEE EXHIBIT B**

47. On or about June 2, 2005, Plaintiffs obtained a mortgage loan from Paul Financial, LLC in the amount of $163,500.00, to purchase the subject property. **SEE EXHIBIT C** Plaintiffs allege that they are not in fault of the Mortgage Loan that Plaintiffs obtained from Paul Financial and they are in no breach of condition or failure of performance existed under the Mortgage Note From Paul Financial that would have authorized foreclosure of Plaintiffs' real property by the Defendants.

48. On or about April 4, 2008, Plaintiffs, LEO KRAMER and AUDREY KRAMER, obtained a REVOLVING LINE OF CREDIT from Washington Mutual Bank for a maximum credit limit of $176,000, pledging the subject property as collateral. **SEE EXHIBIT D Under the revolving line of credit, grantor ("Plaintiffs"), may borrow, repay, and re-borrow from time to time up to the maximum credit limit.** Further, Plaintiffs allege there was no breach of any condition or failure to perform on any mortgage note.

49. Plaintiffs allege that they are not in default of the revolving line of credit that Plaintiffs obtained from Washington Mutual Bank and they are in no breach of condition or failure of performance existed under the Revolving line of credit that would have authorized foreclosure of Plaintiffs' real property.

50. Plaintiffs further contend that, plaintiff did not ever use up to the maximum credit limit and Plaintiffs were unable to re-borrow from time to time up to the maximum credit limit under the revolving line of credit agreement because Washington Mutual Bank breached the agreement under the revolving line of credit because Washington Mutual Bank failed to exist and when Washington Mutual became a defunct banking institution, thereby, making it legally impossible for Plaintiffs to re-borrow up to the $176,000 credit limit as provided by the credit agreement.

Plaintiffs allege that the amount used by Plaintiffs from the revolving line of credit were repaid in full to Washington Mutual Bank and whatever was outstanding, if any, from the revolving line of credit was fully discharged in Bankruptcy Court in 2011. Further, Plaintiffs allege there was no breach of any condition or failure to perform on any mortgage note.

51. Plaintiffs further allege that when JPMorgan Chase Bank purportedly appointed NATIONAL DEFAULT SERVICING CORPORATION, as Trustee in 2013, Plaintiffs did not owe any money on the revolving line of credit.

52. Plaintiffs' allege that Defendants, NATIONAL DEFAULT SERVICING CORPORATION conducted unlawful and wrongful foreclosure and sale of Plaintiffs' real property in Lyon County, Nevada. Further, Allyssa McDermott, Wedgewood Inc. and Breckenridge Property Fund 2016 LLC were not bonafide purchasers or encumbrancers of the subject property because they were aware or should have been aware of the dispute surrounding Plaintiffs' real property.

53. Plaintiffs had no obligation under any Mortgage Note and Plaintiffs were not in default on any Mortgage loan obligations when NATIONAL DEFAULT SERVICING CORPORATION commenced the unlawful non-judicial foreclosure of Plaintiffs' real property.

54. Furthermore, Plaintiffs were not in default on the revolving line of credit Plaintiffs obtained from Washington Mutual Bank when Defendants initiated the foreclosure proceedings.

55. Defendants, NATIONAL DEFAULT SERVICING CORPORATION

is not the holder of Plaintiffs' Note in due course and Defendants did not have assignment of Deed of Trust of Plaintiffs' real property when Defendants commenced the non-judicial foreclosure of Plaintiffs' real property in the State of Nevada. Plaintiffs claim that Defendants' actions in the State of Nevada were malicious, and oppressive. Plaintiffs did not breach any condition of any mortgage agreement sufficient to permit a non-judicial foreclosure proceedings against them in the State of Nevada.

56. Plaintiffs allege that at the time the power of sale was exercised or the foreclosure occurred, no breach of condition or failure of performance existed on Plaintiffs which would have authorized the foreclosure or exercise the power of sale of Plaintiffs' real property. Further, Defendants had no standing to conduct the unlawful and wrongful non-judicial foreclosure of Plaintiffs' real property.

57. Plaintiffs allege that the Foreclosing Defendant, NATIONAL DEFAULT SERVICING CORPORATION, in this action was not lawfully appointed as trustee or had the original note assigned to them. Accordingly, the Foreclosing Defendant in this action did not have the right to declare default, cause notices of default to be issued or recorded, or foreclose on Plaintiffs' interest in the Subject Property. Defendant, NATIONAL DEFAULT SERVICING CORPORATION, was not the note holder or a beneficiary at any time with regard to Plaintiffs' Credit Agreement and Deed of Trust.

58. Plaintiffs further allege on information and belief that the Foreclosing Defendant, NATIONAL DEFAULT SERVICING CORPORATION, in this action is the beneficiary or representative of the beneficiary and, if the Foreclosing Defendant allege otherwise, they do not have the original note to prove that they are in fact the party authorized to conduct the non-judicial foreclosure of Plaintiffs' real property.

59. As a result of the above alleged unlawful or wrongful non-judicial foreclosure, Plaintiffs have suffered general and special damages in an amount to be determined at trial.

SECOND CAUSE OF ACTION

(QUIET TITLE)
(AGAINST ALL DEFENDANTS)

60. Plaintiffs re-allege and incorporates by reference all preceding paragraphs as though fully set forth herein.

61. Plaintiffs allege that Plaintiffs' wrongful foreclosure claims also form the basis for the claims in the Amended Complaint for quiet title. Further, National Default did not give Plaintiffs notice of the Notice of Default as required by Nevada statute.

62. On information and believe, Plaintiffs allege that Defendants, and each of them recorded Notice of Default, Notice of Trustee's sale and Trustee's deed upon sale claiming an interest in or a lien or encumbrance against Plaintiffs' real property, knowing or having reason to know that the document is forged or groundless, or contains a material misstatement or false claim in contravention of NRS 205.395.

63. Plaintiffs allege that, NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MCDERMOTT, WEDGWOOD INC., and BRECKENRIDGE PROPERTY FUND 2016 LLC, unlawfully, claim an interest and estate in the property adverse to plaintiffs in that defendants asserts that they are the owner of the note secured by the deed of trust to the property the subject of this suit.

64. ALL the above named Defendants claims an interest and estate in the property adverse to plaintiffs in that defendants asserts that they are the owner of deed of trust securing the note to the property, the subject of this suit. **SEE EXHIBIT O, P & Q**

65. The claims of all defendants are without any right whatsoever, and defendants have no right, estate, title, lien or interest in or to the property, or any part of the property.

66. The claim of all defendants herein named, and each of them, claim some estate, right, title, lien or interest in or to the property adverse to plaintiff's title, and these claims constitute a cloud

on plaintiff's title to the property.

67. Plaintiffs, therefore, allege, upon information and belief, that none of the parties nor any of the Defendants in this case, hold a perfected and secured claim in the Property; and that, NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC DERMOTT, WEDGWOOD INC., and BRECKENRIDGE PROPERTY FUND 2016 LLC are estopped and precluded from asserting an unsecured claim against Plaintiffs real property.

68. Plaintiffs request the decree permanently enjoin defendants, and each of them, and all persons claiming under them, from asserting any adverse claim to plaintiff's title to the property.

69. Plaintiffs request the court award the plaintiffs costs of this action, and such other relief as the court may deem proper.

THIRD CAUSE OF ACTION

(SLANDER OF TITLE)

(Against all National Default Servicing Corporation *NDSC)

70. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

71. Plaintiffs allege that Plaintiffs' wrongful foreclosure claims also form the basis for the claims in the Amended Complaint for Slander of Title. Further, NDSC did not give Plaintiffs notice of NOD. Furthermore, Plaintiffs allege they were not in breach of any conditions or failure of any performance issues of their revolving line of credit.

72. On information and believe, Plaintiffs thereon alleges, that at all times herein mentioned, each of the Defendants were the agents, employees, servants and/or the joint-venturers of the remaining Defendants, and each of them, and in doing the things alleged herein below, were acting within the course and scope of such agency, employment and/or joint venture and enterprise.

73. On information and believe, Plaintiffs allege that Defendants, and each of them recorded Notice of Default, Notice of Trustee's sale and Trustee's deed upon sale claiming an interest in or a lien or encumbrance against Plaintiffs' real property, knowing or having reason to know that the document is forged or groundless, or contains a material misstatement or false claim, in contravention of NRS 205.395.

74. Plaintiffs allege that this Notice of Default failed to comply with the requirements of Nevada law.

75. Plaintiffs allege that the service of this Notice of Default failed to comply with the requirements of Nevada law, which requires the servicer or owner of the loan to send the borrower a notice that contains information about the account, including the total amount needed to cure the default, and includes information about foreclosure prevention alternatives, among other things. (Nev. Rev. Stat. § 107.500).

76. Upon information and belief, service of this Notice of Default failed to comply with the requirements of Nevada law, which requires that a copy of the NOD must be sent to each person who has a recorded request for a copy and each person with an interest or claimed interest in the property by registered or certified mail within ten days after the NOD is recorded. (Nev. Rev. Stat. § 107.090) & (On or about October 5, 2017, a Notice of Default and Election to Sell Under revolving line of credit was recorded on the Property by Defendant NATIONAL DEFAULT SERVICING CORPORATION. During the time NATIONAL DEFAULT SERVICING CORPORATION there was no assignment of deed of trust which provided NATIONAL DEFAULT SERVICING CORPORATION with standing to record the Notice of Default.

77. Plaintiffs were never notified or provide with the STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM required by Nevada law as said subject property is Plaintiffs' home/retirement home. Plaintiffs only saw notice of this after National Default Servicing Corp filed the certificate with the Lyon County Recorder's Office on March 22, 2018.

SEE EXHIBIT I

78. Further, the Notice of Default on the subject property to conduct a non-judicial foreclosure is unlawful and inappropriate given that Plaintiffs did not have a mortgage loan and there was no mortgage note with Washington Mutual Bank. Plaintiffs acquired a Revolving Line of Credit, only provided for judicial foreclosure and NOT non-judicial foreclosure. Further, Plaintiffs contend that, the Revolving Line of Credit is considered a Consumer Debt and is viewed and compared to that of a Credit Card, in that they both credit offerings feature a maximum credit limit, allow a consumer to access funds, repay the funds and re-access funds throughout the credit term. With a Consumer Debt a creditor must provide an accurate accounting of any alleged monies owed and must obtain a judgment before they can collect on a consumer debt. In this case, Plaintiffs paid substantial monies toward the $176,000 Revolving Line of Credit and any amounts, if any, still owing were fully discharged in Plaintiff's Chapter 7 Bankruptcy on June 16, 2018. Plaintiffs alleges that a wrongful and unlawful foreclosure of their real property occurred or a power of sale was exercised by Defendants and at the time of foreclosure or exercise of the power of sale, no breach of condition or failure of performance existed that would have authorized such action. See, *Collins v. Union Federal Sav. & Loan Ass'n. 662 P.2d 610, 623 (Nev. 1983).*

79. Plaintiffs allege they are not in default of their Mortgage loan which secured mortgage and deed of trust of their real property.

80. Plaintiffs allege they are not in default of the revolving line of credit that Plaintiffs obtained from Washington Mutual Bank and they are in no breach of condition or failure of performance existed under the Revolving line of credit that would have authorized such action.

81. Plaintiffs allege that NATIONAL DEFAULT SERVICING CORPORATION failed to provide proper notice for the May 18, 2018, sale under NRS 107.087.

82. Defendants, NATIONAL DEFAULT SERVICING CORPORATION, ALYSSA MC

DERMOTT, WEDGWOOD INC., and BRECKENRIDGE PROPERTY FUND 2016 LLC, and each of them, disparaged Plaintiffs' exclusive valid title by and through the preparing, posting, publishing, and recording of the documents previously described herein, including, but not limited to, the Notice of Default, Notice of Trustee's Sale, and Trustee's Deed. All of which were defective and VOID on their face. Each of these actions should be cancelled and the Trustee's sale should be rescinded.

83. Said Defendants knew or should have known that such documents were improper in that at the time of the execution and delivery of said documents, Defendants had no right, title, or interest in the Property. These documents were naturally and commonly to be interpreted as denying, disparaging, and casting doubt upon Plaintiffs' legal title to the Property. By posting, publishing, and recording said documents, Defendants' disparagement of Plaintiff's legal title was made to the public at large.

84. As a direct and proximate result of Defendants' conduct in publishing these documents, Plaintiffs' title to the Property has been disparaged and slandered, and there is a cloud on Plaintiff's title, and Plaintiffs have suffered, and continues to suffer, damages in an amount to be proved at trial.

85. As a further proximate result of Defendants' conduct, Plaintiffs have incurred expenses in order to clear title to the Property. Moreover, these expenses are continuing, and Plaintiffs will incur additional charges for such purpose until the cloud on Plaintiffs' title to the property has been removed. The amounts of future expenses and damages are not ascertainable at this time.

86. As a further direct and proximate result of Defendants' conduct, Plaintiffs have suffered humiliation, mental anguish, anxiety, depression, and emotional and physical distress, resulting in the loss of sleep and other injuries to his and her health and well-being, and continues to suffer such injuries on an ongoing basis. The amount of such damages shall be proven at trial.

87. At the time that the false and disparaging documents were created and published by the Defendants, Defendants knew the documents were false and created and published them with the malicious intent to injure Plaintiff and deprive them of their exclusive right, title, and interest in the Property, and to obtain the Property for their own use by unlawful means.

88. The conduct of the Defendants in publishing the documents described above was fraudulent, oppressive, and malicious. Therefore, Plaintiffs are entitled to an award of punitive damages in an amount sufficient to punish Defendants for their malicious conduct and deter such misconduct in the future.

FOURTH CAUSE OF ACTION

(DECLARATORY RELIEF)

(Against all Defendants)

89. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

90. Plaintiffs allege that Plaintiffs' wrongful foreclosure claims also form the basis for the claims in the Amended Complaint for Declaratory Relief.

91. An actual controversy has arisen and now exists between Plaintiffs and Defendants concerning their respective rights and duties regarding the Note and Trust Deed.

92. Plaintiffs contend that pursuant to the Loans, Defendants do not have authority to foreclose upon and sell the Property.

93. Plaintiffs are informed and believes and upon that basis alleges that Defendants dispute Plaintiffs' contention and instead contend they may properly foreclose upon the Property.

94. Plaintiffs therefore request a judicial determination of the rights, obligations and

interest of the parties with regard to the Property, and such determination is necessary and appropriate at this time under the circumstances so that all parties may ascertain and know their rights, obligations and interests with regard to the Property.

95. Plaintiffs request a determination of the validity of the Trust Deeds as of the date the Notes were assigned without a concurrent assignation of the underlying Trust Deeds.

96. Plaintiffs request a determination of the validity of the NOD (Notice of Default).

97. Plaintiffs request a determination of whether any Defendants have authority to foreclose on the Property.

98. Plaintiffs request all adverse claims to the real property must be determined by a decree of this court. Plaintiffs request the decree declare and adjudge that plaintiff is entitled to the exclusive possession of the property.

99. Plaintiffs request the decree declare and adjudge that plaintiffs owns in fee simple, and is entitled to the quiet and peaceful possession of, the above-described real property.

100. Plaintiffs request the decree declare and adjudge that defendants, and each of them, and all persons claiming under them, have no estate, right, title, lien, or interest in or to the real property or any part of the property.

FIFTH CAUSE OF ACTION

(CANCELLATION OF WRITTEN INSTRUMENTS- SOT, NOD, NTS, and TDUS)

(Against all National Default Servicing Corporation)

101. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

102. If the wrongfully recorded substitution of trustee (SOT), Notice of Default (NOD), and Notice of trustee's sale (NTS), Trustee's Deed Upon Sale, (TDUS), instruments are left outstanding, Plaintiff will continue to suffer loss and damages. Plaintiff therefore seeks cancellation of the above mentioned recorded instruments. **SEE EXHIBIT R**

103. Plaintiff is informed and believes, and therefore alleges, that NATIONAL DEFAULT SERVICING CORPORATION acted willfully and with a conscious disregard for Plaintiffs' rights and with a specific intent to injure Plaintiff, by causing the above documents to be prepared and recorded without a factual or legal basis for doing so. **SEE EXHIBIT R**

104. On information and belief, these acts by Defendants constitute willful oppression and malice and in violation ,Nev. Rev. Stat. § 107.500; Nev. Rev. Stat. § 107.090; NRS 205.395 and other Nevada Foreclosure Laws by virtue of Defendants' willful and wrongful conduct as herein alleged above, Plaintiffs are entitled to general and special damages according to proof at trial, but not less than $1,065,050.00 as well as punitive and exemplary damages as determined by this Court. **SEE EXHIBIT R**

DEMAND FOR JURY TRIAL

WHEREFORE, Plaintiffs request for Jury Trial on all causes of action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, ask for the following for each Cause of Action to be awarded:

i. For treble damages;
ii. For cancellation of Substitution of Trustee
iii. For cancellation of Notice of Default
iv. For cancellation of Notice of Trustee Sale
v. For cancellation of Trustee Deed Upon Sale
vi. That the Defendants have no enforceable secured or unsecured claim against the Property;
vii. Plaintiffs owns in fee simple, and is entitled to the quiet and peaceful possession of, the above-described real property.
viii. Defendants, and each of them, and all persons claiming under them, have no estate, right, title, lien, or interest in or to the real property or any part of the property.
ix. Plaintiffs are entitled to the exclusive possession of the property;
x. For Compensatory Damages in an amount to be determined by proof at trial;
xi. For Special Damages in an amount to be determined by proof at trial;

xii. For General Damages in an amount to be determined by proof at trial;

xiii. For Punitive Damages as allowed by law;

xiv. For Restitution as allowed by law;

xv. For Attorney's Fees and Costs of this action.

Date: 10/25/2018

Leo Kramer

Leo Kramer, Pro se

Date: 10/25/2018

Audrey Kramer

Audrey Kramer, Pro se

PROOF OF SERVICE

STATE OF CALIFORNIA)
) SS:
COUNTY OF CONTRA COSTA)

I live in the County of Contra Costa, State of California. I am over the age of 18 and a party to within this action; my address is 2364 Redwood Road, Hercules, CA 94547
On October 25, 2018, I served the foregoing document entitled:

FIRST AMENDED COMPLAINT FOR: UNLAWFUL FORECLOSURE, QUIET TITLE, SLANDER OF TITLE, DECLARATORY RELIEF, CANCELLATION OF SUBSTITUTION OF TRUSTEE, (SOT) NOTICE OF DEFAULT, (NOD); NOTICE OF TRUSTEE'S SALE (NTS); AND TRSUTEE'S DEED UPON SALE (TDUS)

on all parties in this action as follows:

PLEASE SEE ATTACHED SERVICE LIST

_____**Mail.** By placing a true copy thereof enclosed in a sealed envelope. I am "readily familiar" with the firm's practice of collection and processing for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with first class postage thereon fully paid at Alameda, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter is more than one day after day of deposit for mailing in this Proof of Service.

_____ **By Telefax.** I transmitted said document by telefax to the offices of the addressee(s) at the telefax numbers on the attached Service List.

_____ **By Personal Service.** I delivered such envelope by hand to the addressee(s).

_____ **By Overnight Courier.** I caused the above-referenced document(s) to be delivered to an overnight courier service for next day delivery to the addressee(s) on the attached Service List.

__X__ **By Email.** I transmitted said document by Email to the offices of the addressee(s) at the Email Addresses on the attached Service List.

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

Executed on October 25, 2018, at Hercules, California.

Audrey Kramer, Plaintiff in Pro se
Name of Declarant

Audrey Kramer
Signature of Declarant

SERVICE LIST:

THIRD JUDICIAL DISTRICT COURT, Yerington, NV
Email: lawclerk1@lyon-county.org

Jason C. Kolbe, ESQ.
Kevin S. Soderstrom, ESQ.
Tiffany & Bosco, P.A.
10100 W Charleston Blvd, Ste. 220
Las Vegas, NV 89135

Email: JCK@tblaw.com
Email: md@tblaw.com
Email: NPetty@tblaw.com

Attorneys for Defendant,
National Default Servicing Corporation

John T. Steffen
Mathew K. Schriever
Hutchison & Steffen
1008 West Alta Drive, Suite 200
Las Vegas, NV 89145

Email: mschriever@hutchlegal.com

Attorneys for Defendants,
ALYSSA MC DERMOTT,
WEDGWOOD INC.,
BRECKENRIDGE PROPERTY FUND 2016 LLC

EXHIBIT LIST:

EXHIBIT-A	'Second Home Rider' w/Paul Financial (Page 1 of 2), DOC 353220
EXHIBIT-B	Purchase Contract From Ponderosa, LLC (Seller), DOC 353219
EXHIBIT-C	Deed of Trust w/Paul Financial, DOC 353220
EXHIBIT-D	Deed of Trust/Credit Agreement w/WAMU, DOC 425436
EXHIBIT-E	Substitution of Trustee & Full Reconveyance, DOC 426240
EXHIBIT-F	Substitution of Trustee Filed By Chase, DOC 515723
EXHIBIT-G	Purchase & Assumption Agreement (PAA) Between Chase & FDIC
EXHIBIT-H	Notice of Default (NOD), DOC571145
EXHIBIT-I	State of Nevada Foreclosure Mediation Program, DOC 578119
EXHIBIT-J	Notice of Trustee Sale (NOTS), DOC 578119
EXHIBIT-K	Trustee's Deed Upon Sale, DOC 581625
EXHIBIT-L	Chase Monthly Statements Noting Plaintiffs' Mailing Address
EXHIBIT-M	Email Thread w/Casey Nelson, In-House Counsel For Breckenridge
EXHIBIT-N	Assignment of Title to Chase (Self-Appointed) Dated April 4, 2018
EXHIBIT-O	Declaration of Deborah Taylor
EXHIBIT-P	Declaration of Lee Anne Chaffin
EXHIBIT-Q	Email Thread w/Deborah Taylor
EXHIBIT-R	Declaration of Audrey Kramer

A

'Second Home Rider' w/Paul Financial (Page 1 of 2), DOC 353220

A

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 02nd day of June, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to Paul Financial, LLC

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

1740 Autumn Glen Street, Fernley, NV, 89408

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. **Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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

Unofficial Copy

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

Leo F. Kramer (Seal) - Borrower

Audrey E. Kramer (Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

Unofficial Copy

Legal Description

All that real property situate in the County of Lyon, State of Nevada, described as follows:

Lot 62 of UPLAND RANCH ESTATES UNIT NO. 7, according to the map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada, as Document No. 315377, on March 09, 2004.

Unofficial Copy

B

Purchase Contract From Ponderosa, LLC (Seller), DOC 353219

B

DOC # 353219

06/06/2005 02:37 PM

Official Record

Requested By
WESTERN TITLE COMPANY

Lyon County - NV
Mary C. Milligan - Recorder
Page 1 of 2 Fee: $15.00
Recorded By: NFK RPTT: $797.55

APN: 022-052-02
RPTT $797.55

	WHEN RECORDED MAIL TO:
Name	LEO F. KRAMER
Street Address	1740 Autumn Glen
City,State Zip	Fernley, NV 89408
	MAIL TAX STATEMENTS TO:
Name	LEO F. KRAMER
Street Address	Same
City,State Zip	
Order No.	00009691-111- EMB

(SPACE ABOVE THIS LINE FOR RECORDERS USE)

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FERNLEY PONDEROSA, LLC., a Nevada limited liability company

do(es) hereby GRANT(s) BARGAIN SELL and CONVEY to

LEO F. KRAMER and AUDREY E. KRAMER, husband and wife as JOINT TENANTS.

and to the heirs and assigns of such Grantee forever, all the following real property situated in the City of FERNLEY, County of Lyon, State of Nevada bounded and described as follows:

All that real property situate in the County of Lyon, State of Nevada, described as follows:

Lot 62 of UPLAND RANCH ESTATES UNIT NO. 7, according to the map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada, as Document No. 315377, on March 09, 2004.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: June 2, 2005

Unofficial Copy

Grant, Bargain and Sale Deed – Page 2

FERNLEY PONDEROSA, LLC a Nevada limited liability company

Jaynie Tamura Gaines

JAYNIE TAMURA GAINES, VICE PRESIDENT

STATE OF CALIFORNIA } ss.

COUNTY OF SAN JOAQUIN

On JUNE 3, 2005, before me, TWILA M. SILVEIRA, personally appeared JAYNIE TAMURA GAINES, X personally known to me OR ___ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Twila M. Silveira

Signature of Notary

TWILA M. SILVEIRA
COMM. # 1445974
NOTARY PUBLIC-CALIFORNIA
SAN JOAQUIN COUNTY
COMM. EXP. JAN. 27, 2009

Unofficial Copy

DOC # DV-353219
06/08/2005 02:37 PM
Official Record

Requested By
WESTERN TITLE COMPANY

Lyon County - NV
Mary C. Milligan - Recorder

Page 1 of 2 Fee: $15.00
Recorded By: MFK RPTT: $797.55

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) 022-052-02
   b)
   c)
   d)

FOR RECORDER
Document/Instrument #
Book:
Date of Recording:
Notes:

2. *Type of Property:*
   a) ☐ Vacant Land b) ☑ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other

3. Total Value/Sales Price of Property: $ 204,488.00
   Deed in Lieu of Foreclosure Only (value of property): $
   Transfer Tax Value: $ 204,488.00
   Real Property Transfer Tax Due: $ 797.55

4. If Exemption Claimed:
   a. Transfer Tax Exemption, per NRS 375.090, Section:
   b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exception, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Capacity SELLER
JAYNIE TAMURA-CARNES, VICE PRESIDENT Dated: June 2, 2005

Signature: Capacity BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: FERNLEY PONDEROSA, LLC.	Print Name: LEO F. Kramer
Address: 3281 W. MARCH LANE #A	Address: 1227 Ballena Blvd.
City: STOCKTON	City: Alameda
State: CA Zip: 95219	State: CA Zip: 94501

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Western Title Company, Inc. Esc. #: 00089691-111-EMB
Address: 55 N. Center #3 P. O. Box 710
City/State/Zip: Fernley, NV 89408

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STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) 022-052-02
   b)
   c)
   d)

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument #:
Book: Page:
Date of Recording:
Notes:

2. Type of Property:
   a) ☐ Vacant Land b) ☑ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other

3. Total Value/Sales Price of Property: $ 204,488.00
   Deed in Lieu of Foreclosure Only (value of property): $
   Transfer Tax Value: $ 204,488.00
   Real Property Transfer Tax Due: $ 797.95

4. If Exemption Claimed:
   a. Transfer Tax Exemption, per NRS 375.090, Section:
   b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exception, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Capacity SELLER
JANICE TAMURA GAINES, VICE PRESIDENT Dated: JUNE 3, 2005

Signature: Capacity BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: FERNLEY PONDEROSA, LLC.	Print Name: LEO E. Kramer
Address: 3201 W. MARCH LANE #A	Address: 1227 Ballena Blvd
City: STOCKTON	City: FERNLEY
State: CA Zip: 95219	State: NV Zip: 89408

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Western Title Company, Inc. Esc. #: 00009691-111-EMB
Address: 55 N. Center #3 P. O. Box 710
City/State/Zip: Fernley, NV 89408

UNOFFICIAL COPY

C

Deed of Trust w/Paul Financial, DOC 353220

C

DOC # 353220
06/08/2005 02:38 PM
Official Record
Requested By
WESTERN TITLE COMPANY
Lyon County - NV
Mary C. Milligan - Recorder
Page 1 of 25 Fee: $83.00
Recorded By: MFK RPTT:

0353220

Assessor's Parcel Number:
022-052-02
Return To:
Paul Financial, LLC
1401 Los Gamos Drive
San Rafael, CA, 94903

Prepared By:
Paul Financial, LLC

Recording Requested By:
Paul Financial, LLC
1401 Los Gamos Drive
San Rafael, CA, 94903
9691-EMB

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN [redacted]

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated June 02, 2005 , together with all Riders to this document.
(B) "Borrower" is Leo F. Kramer and Audrey E. Kramer, husband and wife, as joint tenants

Borrower is the trustor under this Security Instrument.
(C) "Lender" is Paul Financial, LLC

Lender is a Limited Liability Company
organized and existing under the laws of The State of Delaware
ALTA-NEG-40YR-1/1-09
NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS [redacted]-6A(NV) (0307) Form 3029 1/01
Page 1 of 15 Initials: AK QEK
VMP Mortgage Solutions (800)521-7291

D06A01NV

ALTA-NEG-40YR-1/1-09

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Lender's address is 1401 Los Gamos Drive, San Rafael, CA, 94903

(D) "Trustee" is Foundation Conveyancing, LLC

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(F) "Note" means the promissory note signed by Borrower and dated June 02, 2005
The Note states that Borrower owes Lender One Hundred Sixty-Three Thousand Five Hundred and 0/100ths Dollars
(U.S. $163,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 01, 2045
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "Escrow Items" means those items that are described in Section 3.
(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

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time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID Number: 022-052-02 which currently has the address of
1740 Autumn Glen Street [Street]
Fernley [City], Nevada 89408-0000 [Zip Code]
("Property Address"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be

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

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

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

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

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

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

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

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

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. $

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

Witnesses:

Leo F. Kramer (Seal) -Borrower

Audrey K. Kramer (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Unofficial Copy

STATE OF ~~NEVADA~~ California
COUNTY OF ~~Lyon~~ Alameda

This instrument was acknowledged before me on June 2, 2005
by
Leo F. Kramer and Audrey E. Kramer

WILLIAM PAUL LOEFFLER
COMM. # 1529083
NOTARY PUBLIC CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires December 27, 2008

Mail Tax Statements To:
Paul Financial, LLC
1401 Los Gamos Drive
San Rafael, CA, 94903

Unofficial Copy

ADJUSTABLE RATE RIDER

(Monthly Treasury Average - Payment and Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 02nd day of June, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Paul Financial, LLC

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1740 Autumn Glen Street, Fernley, NV, 89408

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER'S MONTHLY PAYMENT INCREASES MAY BE LIMITED AND THE INTEREST RATE INCREASES ARE LIMITED.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 1.000 %. The interest rate I will pay may change.

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

[redacted]

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(B) Interest Change Dates

The interest rate I will pay may change on the first day of August, 2005, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date.

(C) Interest Rate Limit

My interest rate will never be greater than 12.500 %.

(D) The Index

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

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(E) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding Three and 500/1000 percentage points (3.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 2(C) above, the rounded amount will be my new interest rate until the next Interest Change Date.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on August 01, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 01, 2045, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 7867, Santa Rosa, CA, 954070867

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 413.42. This amount may change.

[redacted]

Initials: AEK

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(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of August, 2006, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 3(F) or 3(G) below requires me to pay the Full Payment.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal installments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." The Note Holder will then calculate the amount of my monthly payment due the month preceding the Payment Change Date multiplied by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, I may choose to pay the Limited Payment.

(E) Additions to My Unpaid Principal

My monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 2 above.

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

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110 %) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount due to the Limited Payments and interest rate increases. If so, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

Initials: JEK DEK [redacted]

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(G) Required Full Payment

On the 5th Payment Change Date and on each succeeding 5th Payment Change Date thereafter, I will begin paying the Full Payment as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment as my monthly payment on the final Payment Change Date.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will contain the interest rate or rates applicable to my loan for each month since the prior notice or, for the first notice, since the date of this Note. The notice will also include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

[redacted]

Initials: JFK AEK

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Leo F. Kramer (Seal) -Borrower

Audrey E. Kramer (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

[redacted]

Unofficial Copy

Lender: Paul Financial, LLC
Address: 1401 Los Gamos Drive
City, State Zip: San Rafael, CA, 94903

[Space Above This Line For Recording Data]

PREPAYMENT PENALTY RIDER

This Prepayment Penalty Rider is made this 02nd day of June, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to

Paul Financial, LLC
("Lender") of the same date and covering the property described in the Security Instrument and located at:

1740 Autumn Glen Street, Fernley, NV, 89408
[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower may make a full prepayment or a partial prepayment of principal at any time. However, if within the first 2 years after the date Borrower executes the Note, Borrower will pay a prepayment charge on the aggregate prepayments made within any consecutive twelve month period which exceed 20% of the original principal amount stated in the Note (the "Excess Principal"). The prepayment charge will equal the interest rate that would accrue during a six month period of the Excess Principal calculated at the rate of interest in effect under the terms of the note at the time of the prepayment.

No prepayment penalty will be assessed for any prepayment made after the Penalty Period.

The Note Holder's failure to collect a prepayment penalty at the time a prepayment is received shall not be deemed a waiver of such penalty and any such penalty calculated in accordance with this section shall be payable on demand.

Initials JFK AEK

[redacted]

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If a law, which applies to this loan and which sets a maximum prepayment charge or prohibits prepayment charges, is finally interpreted so that the prepayment charge to be collected in connection with this loan exceeds the permitted limits, then (i) any such prepayment charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, or (ii) if the prepayment charge is prohibited, no prepayment charge will be assessed or collected.

DO NOT SIGN THE PREPAYMENT PENALTY RIDER BEFORE YOU READ IT. THIS PREPAYMENT PENALTY RIDER PROVIDES FOR THE PAYMENT OF A CHARGE IF YOU WISH TO REPAY THE LOAN PRIOR TO THE DATE PROVIDED FOR REPAYMENT.

By signing below, Borrower accepts and agrees to the terms and covenants contained in the Prepayment Note Addendum.

Leo F. Kramer (Seal) -Borrower

Audrey E. Kramer (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Unofficial Copy

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 02nd day of June, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to Paul Financial, LLC

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

1740 Autumn Glen Street, Fernley, NV, 89408

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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

[redacted]

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

Leo F. Kramer (Seal) - Borrower

Audrey R. Kramer (Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

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Legal Description

All that real property situate in the County of Lyon, State of Nevada, described as follows:

Lot 62 of UPLAND RANCH ESTATES UNIT NO. 7, according to the map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada, as Document No. 315377, on March 09, 2004.

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D

Deed of Trust/Credit Agreement w/WAMU, DOC 425436

D

DOC # 425436

05/01/2008 02 11 PM

Official Record

Requested By
TICOR TITLE CO OF CA

Lyon County - NV
Mary C Milligan - Recorder

Page 1 of 10 Fee $48 00
Recorded By RCM RPTT

0425436

APN: 22-052-02

The undersigned hereby affirms that there is no Social Security Number contained in this document

Recording requested by and
when recorded return to
250 COMMERCE
2ND FLOOR
IRVINE, CA 92602
ATTN: SERVICELINK

APN SEE EXHIBIT 'A'

Washington Mutual

WaMu Mortgage Plus

DEED OF TRUST

Loan Number [redacted]

THIS DEED OF TRUST is between
LEO F. KRAMER AND AUDREY E KRAMER

whose address is
1740 AUTUMN GLEN ST FERNLEY, NV 89408-7204
("Grantor"), CALIFORNIA RECONVEYANCE COMPANY a CALIFORNIA
corporation, the address of which is
9200 OAKDALE AVENUE CHATSWORTH, CA 91311,
("Trustee"); and
WASHINGTON MUTUAL BANK, A FEDERAL ASSOCIATION, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND WHOSE ADDRESS IS 2273 N GREEN VALLEY PARKWAY, SUITE #14, HENDERSON, NV 89014 ("BENEFICIARY") AND ITS SUCCESSORS OR ASSIGNS

1 Granting Clause. Grantor hereby grants, bargains, sells and conveys to Trustee in trust, with power of sale, the real property in LYON County, Nevada, described below and all interest in it Grantor ever gets

SHOWN ON EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE 1740 AUTUMN GLEN ST, FERNLEY, NV 89408 LYON

ACCOMODATION ONLY THIS INSTRUMENT FILED FOR RECORD BY TICOR TITLE COMPANY IS AN ACCOMMODATION ONLY IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECTS UPON TITLE

[redacted]

Tax Parcel Number: SEE EXHIBIT 'A' together with all appurtenances, insurance proceeds, and condemnation proceeds related to it; all income, rents

Unofficial Document

(2514)PK000160

[redacted]

and profits from it, all plumbing, lighting, air conditioning and heating apparatus and equipment, and all fencing, blinds, drapes, floor coverings, built-in appliances and other fixtures at any time installed on or in or used in connection with such real property

All of the property described above will be called the "Property" If any of the Property is personal property, this Deed of Trust is also a Security Agreement which grants Beneficiary, as secured party, a security interest in all such property Despite any other provision of this Deed of Trust, however, Beneficiary is not granted and will not have, a nonpurchase money security interest in household goods, to the extent such security interest would be prohibited by applicable law As used herein "State" shall refer to the state of Nevada

2 *Obligation Secured* *This Deed of Trust is given to secure performance of each promise* of Grantor contained herein and in a WaMu Mortgage Plus(TM) Agreement and Disclosure with Beneficiary with a maximum credit limit of $178,000.00 (the "Credit Agreement"), including any extensions, renewals or modifications thereof and repayment of all sums borrowed by Grantor under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein The Credit Agreement provides for variable and fixed rates of interest Under the Credit Agreement, the Grantor may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above and all such advances shall be secured by the lien of this Deed of Trust This Deed of Trust also secures payment of certain fees and charges payable by Grantor under the Credit Agreement, certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust and repayment of money advanced by Beneficiary to protect the Property or Beneficiary's interest in the Property, including advances made pursuant to Section 6 below The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full thirty (30) years from the date of this Deed of Trust (the "Maturity Date") All amounts due under the Credit Agreement and this Deed of Trust are called the "Debt"

3 Representations of Grantor Grantor represents that

(a) Grantor is the owner of the Property, which is unencumbered except by *easements, reservations and restrictions of record not inconsistent with the intended use of the* Property and any existing first mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary, and

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes

4 Promises of Grantor Grantor promises

(a) To keep the Property in good repair and not to remove, alter or demolish any of the *improvements on the Property, without first obtaining Beneficiary's written consent,*

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property,

(c) To pay on time all lawful taxes and assessments on the Property,

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner,

(e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a) and to keep the Property free of all encumbrances which may impair Beneficiary's security It is agreed that if anyone asserts the priority of any

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encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 4(e).

(f) To keep the improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale,

(g) To sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect and continue Beneficiary's security interest in the Property. Grantor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Grantor's name and to execute all documents necessary to transfer title if there is a default, and

(h) To advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

5 **Sale, Transfer or Further Encumbrance of Property.** Loan is personal to Grantor and the entire Debt shall become immediately due and payable in full upon sale or other transfer of the Property or any interest therein by Grantor by contract of sale or otherwise including, without limit, any further encumbrance of the Property.

6 **Curing of Defaults.** If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust, at Beneficiaries option, advance may be made against the Credit Agreement to pay amounts due hereunder, such shall not relieve Beneficiary from liability for failure to fulfill the covenants in Section 4. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

7 **Remedies For Default.**

(a) Prompt performance under this Deed of Trust is essential. If Grantor does not pay any installment of the Debt or other amount due hereunder on time or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement or if Grantor fails to comply with any other term, condition, obligation or covenant contained in the Credit Agreement or this Deed of Trust or any rider thereto or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust or if any representation of Grantor herein was false or misleading, the Debt, and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the options of Beneficiary and the total amount owed by Grantor shall thereafter bear interest at the rate(s) stated in the Credit Agreement. The parties agree that interest is to be compounded as set forth in this paragraph. Beneficiary may

[redacted]

then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale in accordance with applicable law and deliver to Trustee any documentation as may be required by law After Trustee or Beneficiary gives any notices and the time required by applicable law, Trustee shall sell the Property, either in whole or in separate parcels or other part and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale all in accordance with applicable law Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale Trustee may postpone any such sale by providing such notice as may be required by law Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale Trustee shall apply the proceeds of the sale as follows. (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee, (ii) to the obligations secured by this Deed of Trust, and (iii) the surplus, if any, shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by state law to accept such amounts,

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value,

(c) To the extent permitted by law the power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed or sue on the Credit Agreement or take any other action available in equity or at law In connection with any portion of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the state of Nevada,

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay, and

(e) If Grantor meets certain conditions, Grantor shall have the right to reinstate the Debt in accordance with applicable law within thirty-five (35) days after a notice of default and election to sell is recorded in the office of the county recorder in the county in which the Property is located and mailed by registered or certified mail, return receipt requested and with postage prepaid to Grantor, which thirty-five (35) day period commences on the first day following the day the recorded notice of default and election to sell is mailed

8 Condemnation; Eminent Domain In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust, shall be paid to Beneficiary to be applied to the obligation in the same manner as payments under the Credit Agreement

9 Fees and Costs Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Deed of Trust, in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust, in defending of an action to enjoin foreclosure and, in any other action taken by Beneficiary to

collect the Debt, including without limitation any disposition of the Property under the State Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings

10 **Reconveyance** Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary or following satisfaction of the obligations secured hereby and Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents unless prohibited by law

11 **Trustee; Successor Trustee** Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law The successor trustee shall be vested with all powers of the original trustee The Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee

12. **Savings Clause** If a law, which applies to this Deed of Trust or the Credit Agreement and which sets maximum loan charges, is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this Deed of Trust or the Credit Agreement exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor Beneficiary may choose to make this refund by reducing the principal owed or by making a direct payment If a refund reduces the principal, the reduction will be treated as a partial prepayment

13 **Miscellaneous** This Deed of Trust shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto The term "Beneficiary" shall mean the holder and owner of the Credit Agreement secured by this Deed of Trust, whether or not that person is named as Beneficiary herein The words used in this Deed of Trust referring to one (1) person shall be read to refer to more than one (1) person if two (2) or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires This Deed of Trust shall be governed by and construed in accordance with Federal law and, to the extent Federal law does not apply, the laws of the state of Nevada If any provision of this Deed of Trust is determined to be invalid under law, the remaining provisions of this Deed of Trust shall nonetheless remain in full force and effect

14 **Beneficiary and Similar Statements** Beneficiary may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement as provided by Nev Rev. Stat Ch 107 310.

15 **Riders** If one or more riders are executed by Grantor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☒ Condominium Rider ☐ Other. _____ (specify)

☐ Planned Unit Development Rider

UNOFFICIAL DOCUMENT

[redacted]

By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust, and of any rider(s) executed by Grantor concurrently therewith

DATED at San Francisco April, 4 CA this 4th day of April 4

Leo F. Kramer
LEO F KRAMER

Audrey E Kramer
AUDREY E KRAMER

Mail tax statements to
LEO F KRAMER
1740 AUTUMN GLEN ST
FERNLEY, NV 89408-7204

Leo F. Kramer
Signature

Unofficial Copy

2519

STATE OF California

COUNTY OF San Francisco

On 4/4 2008 before me, Mark R Mooney
(Name of Notary Public)

personally appeared Audrey E Kramer & Leo E Kramer

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

WITNESS my hand and official seal.

(Signature of Notary Public)

(This area for notarial seal)

MARK R. MOONEY
Commission # 1639789
Notary Public - California
San Francisco County
My Comm. Expires Jan 29, 2009

(notary)(07-02)

Unofficial Copy

STATE OF NEVADA ~~California~~)
) ss
COUNTY OF San Francisco)

This instrument was acknowledged before me on 4/4/08 by
LEO F KRAMER and
AUDREY E KRAMER and
and
and
and
and
and
and

My commission expires 1/28/09

WITNESS my hand and official seal

Notary Public in and for the State of Nevada

MARK R MOCHER
Commission # 1539789
Notary Public - California
San Francisco County
My Comm. Expires Jan 28, 2009

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when Grantor's Indebtedness has been repaid and Credit Agreement cancelled

TO TRUSTEE _____

The undersigned is Trustee of the within Deed of Trust, and the legal owner and holder of the WaMu Mortgage Plus(TM) Agreement secured thereby. Said Deed of Trust is hereby surrendered to you for reconveyance and you are requested, upon payment of all sums owing to you, to reconvey, without warranty, to the person(s) entitled thereto, the right, title and interest now held by you thereunder.

DATE _____

WASHINGTON MUTUAL BANK

By _____

Its _____

Unofficial Document

STATE OF California

COUNTY OF San Francisco

On 4/4 2008 before me, Mark R Mooner
(Name of Notary Public)

personally appeared Audrey E Kramer & Leo F. Kramer

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

WITNESS my hand and official seal.

(Signature of Notary Public)

(This area for notarial seal)

MARK R MOONER
Commission # 1539789
Notary Public - California
San Francisco County
My Comm. Expires Jan 26, 2009

(notary)(07-02)

Unofficial Copy

05/01/2008
018 of 10

425436

EXHIBIT "A"

LT 62, SD UPLAND RANCH ESTATES UNIT NO 7, ACCORDING TO MAP THEREOF, FILED AS DOCUMENT NO 315377, ON MARCH 9, 2004, COUNTY OF LYON, STATE OF NEVADA

APN 022-052-02

Unofficial Copy

E

Substitution of Trustee & Full Reconveyance, DOC 426240

E

DOC # 426240
05/13/2008 02 13 PM
Official Record
Requested By
GMAC MORTGAGE
Lyon County - NV
Mary C. Milligan - Recorder
Page 1 of 3 Fee $19 00
Recorded By CDL RPTT

0426240

Assessor's/Tax ID No 022-052-02

Recording Requested By
GMAC MORTGAGE, LLC

When Recorded Return To
LEO F KRAMER
1229 BALLENA BLVD
ALAMEDA, CA 94501-3668

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

Greenwich # 0359184644 "KRAMER" Lender ID 41455/0000389247 Lyon, Nevada PIF 04/29/2008
MERS #: 100270600003892476 VRU #: 1-888-679-6377

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN A SOCIAL SECURITY NUMBER

Mortgage Electronic Registration Systems, Inc ("MERS") is the Owner and Holder of the Note secured by the Deed of Trust Dated 06/02/2005 , made by LEO F KRAMER AND AUDREY E KRAMER as Trustor, with FOUNDATION CONVEYANCING, LLC as Trustee, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC ("MERS") as Beneficiary, which said Deed of Trust was recorded 06/08/2005 in the Office of the County Recorder of Lyon State of Nevada, as Instrument No 353229 whereon said Owner and Holder hereby substitutes EXECUTIVE TRUSTEE SERVICES, LLC as Trustee in lieu of the above-named Trustee under said Deed of Trust

Property Address 740 AUTUMN GLEN ST, FERNLEY, NV 89408

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc ("MERS") 1595 SPRING HILL ROAD, VIENNA, VA 22182 as owner and EXECUTIVE TRUSTEE SERVICES, LLC 15455 SAN FERNANDO MISSION BLVD, SUITE 208, , MISSION HILLS, CA 91345 as Substituted Trustee, have caused this instrument to be executed, each in its respective interest.

*MMS*MMSGMAC*05/13/2008 05 13 44 PM* GMAC17GMAC0000000000000002310605* NVLYON* 0359184644 NVSTATE_TRUST_SUB * MMS*MMSGMAC*

Unofficial Document

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 2 of 3

Mortgage Electronic Registration Systems, Inc ("MERS")
On May 13th, 2008

By _____
Vickie Ingamells, Assistant Secretary

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. CORPORATE SEAL 1999 DELAWARE

STATE OF Iowa
COUNTY OF Black Hawk

On May 13th, 2008, before me, A. SEEDORFF, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared Vickie Ingamells, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal,

_____
A SEEDORFF
Notary Expires 12/14/2009 #744401

EXECUTIVE TRUSTEE SERVICES, LLC hereby accepts said appointment as Trustee under said Deed of Trust and as Successor Trustee pursuant to the request of said Owner and Holder and in accordance with the provisions of said Deed of Trust does hereby reconvey without warranty to the person or persons legally entitled thereto all estate now held by it under said Deed of Trust

By EXECUTIVE TRUSTEE SERVICES, LLC as Trustee
On May 13th, 2008

_____
Christie Bouchard , LIMITED SIGNING OFFICER

*MMS*MMSGMAC*05/13/2008 05 13 44 PM* GMAC17GMAC0000000000000002310605*
NVLYON* 0359184644 NVSTATE_TRUST_SUB * MMS*MMSGMAC*

Unofficial COPY

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 3 of 3

STATE OF Iowa
COUNTY OF Black Hawk

On May 13th, 2008, before me, A SEEDORFF, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared Chrisue Bouchard , LIMITED SIGNING OFFICER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal,

A SEEDORFF
Notary Expires 12/14/2009 #744401

Unofficial Copy

*MMS*MMSGMAC*05/13/2008 05 13 45 PM* GMAC17GMAC0000000000000002310605*
NVLYON* 0359184644 NVSTATE_TRUST_SUB * MMS*MMSGMAC*

F

Substitution of Trustee Filed By Chase, DOC 515723

F

DOC# 515723
12/05/2013 10:16AM
Official Record
Requested By
LSI TITLE AGENCY INC.
Lyon County - NV
Mary C. Milligan - Recorder
Page: 1 of 1 Fee: $14.00
Recorded By MCN RPTT: $0.00

0515723

RECORDING REQUESTED BY:
National Default Servicing Corporation

WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 12-31926-JP-NV
APN No. : 022-052-02

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBSTITUTION OF TRUSTEE

WHEREAS, **Leo F. Kramer And Audrey E Kramer** was the original Trustor(s), **CALIFORNIA RECONVEYANCE COMPANY, A CALIFORNIA CORPORATION** was the original Trustee and **WASHINGTON MUTUAL BANK, A FEDERAL ASSOCIATION** was the original Beneficiary under that certain Deed of Trust dated **04/04/2008** and recorded on **05/01/2008** as Instrument No. **425436** of the Official Records of Lyon County, State of NV and

WHEREAS, the undersigned is the present beneficiary under the said Deed of Trust, and

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

NOW, THEREFORE, the undersigned hereby substitutes **NATIONAL DEFAULT SERVICING CORPORATION, An Arizona Corporation, whose address is 7720 N. 16th Street, Suite 300, Phoenix, Arizona 85020,** as Trustee under said Deed of Trust. Said Substitute Trustee is qualified to serve as Trustee under the laws of this state.

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

JPMorgan Chase Bank, National Association

Dated: 11-26-13

By: Caryn Barron
Its: Vice President

STATE OF Texas
COUNTY OF Dallas

On November 26, 2013 before me, the undersigned, a Notary Public for said State, personally appeared Caryn Barron who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lynda Denise Marshall
Lynda Denise Marshall
Exp: 6-20-15

LYNDA DENISE MARSHALL
My Commission Expires
June 20, 2015

G

Purchase & Assumption Agreement (PAA) Between Chase & FDIC

G

Abbreviated Version

PURCHASE AND ASSUMPTION AGREEMENT

WHOLE BANK

AMONG

**FEDERAL DEPOSIT INSURANCE CORPORATION,
RECEIVER OF WASHINGTON MUTUAL BANK,
HENDERSON, NEVADA**

FEDERAL DEPOSIT INSURANCE CORPORATION

and

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

DATED AS OF

SEPTEMBER 25, 2008

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PURCHASE AND ASSUMPTION AGREEMENT

WHOLE BANK

THIS AGREEMENT, made and entered into as of the 25th day of September, 2008, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER of WASHINGTON MUTUAL BANK, HENDERSON, NEVADA** (the "Receiver"), **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, organized under the laws of the United States of America, and having its principal place of business in Seattle, Washington (the "Assuming Bank"), and the **FEDERAL DEPOSIT INSURANCE CORPORATION**, organized under the laws of the United States of America and having its principal office in Washington, D.C., acting in its corporate capacity (the "Corporation").

WITNESSETH:

WHEREAS, on Bank Closing, the Chartering Authority closed Washington Mutual Bank (the "Failed Bank") pursuant to applicable law and the Corporation was appointed Receiver thereof; and

WHEREAS, the Assuming Bank desires to purchase substantially all of the assets and assume all deposit and substantially all other liabilities of the Failed Bank on the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to 12 U.S.C. Section 1823(c)(2)(A), the Corporation may provide assistance to the Assuming Bank to facilitate the transactions contemplated by this Agreement, which assistance may include indemnification pursuant to Article XII; and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined to provide assistance to the Assuming Bank on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Board has determined pursuant to 12 U.S.C. Section 1823(c)(4)(A) that such assistance is necessary to meet the obligation of the Corporation to provide insurance coverage for the insured deposits in the Failed Bank and is the least costly to the deposit insurance fund of all possible methods for meeting such obligation.

NOW THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article I, or elsewhere in this Agreement. As used herein, words imparting the singular include the plural and vice versa.

"**Accounting Records**" means the general ledger and subsidiary ledgers and supporting schedules which support the general ledger balances.

"**Acquired Subsidiaries**" means Subsidiaries of the Failed Bank acquired pursuant to Section 3.1.

"**Adversely Classified**" means, with respect to any Loan or security, a Loan or security which has been designated in the most recent report of examination as "Substandard," "Doubtful" or "Loss" by the Failed Bank's appropriate Federal or State Chartering Authority or regulator.

"**Affiliate**" of any Person means any director, officer, or employee of that Person and any other Person (i) who is directly or indirectly controlling, or controlled by, or under direct or indirect common control with, such Person, or (ii) who is an affiliate of such Person as the term "affiliate" is defined in Section 2 of the Bank Holding Company Act of 1956, as amended, 12 U.S.C. Section 1841.

"**Agreement**" means this Purchase and Assumption Agreement by and among the Assuming Bank, the Corporation and the Receiver, as amended or otherwise modified from time to time.

"**Assets**" means all assets of the Failed Bank purchased pursuant to Section 3.1. Assets owned by Subsidiaries of the Failed Bank are not "Assets" within the meaning of this definition.

"**Assumed Deposits**" means Deposits.

"**Bank Closing**" means the close of business of the Failed Bank on the date on which the Chartering Authority closed such institution.

"**Bank Premises**" means the banking houses, drive-in banking facilities, and teller facilities (staffed or automated) together with appurtenant parking, storage and service facilities and structures connecting remote facilities to banking houses, and land on which the foregoing are located, that are owned or leased by the Failed Bank and that are occupied by the Failed Bank as of Bank Closing.

"**Bid Amount**" has the meaning provided in Article VII.

"**Book Value**" means, with respect to any Asset and any Liability Assumed, the dollar amount thereof stated on the Accounting Records of the Failed Bank. The Book Value of any item shall be determined as of Bank Closing after adjustments made by the Assuming Bank for normal operational and timing differences in accounts, suspense items, unposted debits and credits, and other similar adjustments or corrections and for setoffs, whether voluntary or involuntary. The Book Value of a Subsidiary of the Failed Bank acquired by the Assuming Bank shall be determined from the investment in subsidiary and related accounts on the "bank only" (unconsolidated) balance sheet of the Failed Bank based on the equity method of accounting. Without limiting the generality of the foregoing, (i) the Book Value of a Liability Assumed shall include all accrued and unpaid interest thereon as of Bank Closing, and (ii) the Book Value of a Loan shall reflect adjustments for earned interest, or unearned interest (as it relates to the "rule of 78s" or add-on-interest loans, as applicable), if any, as of Bank Closing, adjustments for the portion of earned or unearned loan-related credit life and/or disability insurance premiums, if any, attributable to the Failed Bank as of Bank Closing, and adjustments for Failed Bank Advances, if any, in each case as determined for financial reporting purposes. The Book Value of an Asset shall not include any adjustment for loan premiums, discounts or any related deferred income or fees, or general or specific reserves on the Accounting Records of the Failed Bank.

"**Business Day**" means a day other than a Saturday, Sunday, Federal legal holiday or legal holiday under the laws of the State where the Failed Bank is located, or a day on which the principal office of the Corporation is closed.

"**Chartering Authority**" means (i) with respect to a national bank, the Office of the Comptroller of the Currency, (ii) with respect to a Federal savings association or savings bank, the Office of Thrift Supervision, (iii) with respect to a bank or savings institution chartered by a State, the agency of such State charged with primary responsibility for regulating and/or closing banks or savings institutions, as the case may be, (iv) the Corporation in accordance with 12 U.S.C. Section 1821(c), with regard to self appointment, or (v) the appropriate Federal banking agency in accordance with 12 U.S.C. 1821(c)(9).

"**Commitment**" means the unfunded portion of a line of credit or other commitment reflected on the books and records of the Failed Bank to make an extension of credit (or additional advances with respect to a Loan) that was legally binding on the Failed Bank as of Bank Closing, other than extensions of credit pursuant to the credit card business and overdraft protection plans of the Failed Bank, if any.

"**Credit Documents**" mean the agreements, instruments, certificates or other documents at any time evidencing or otherwise relating to, governing or executed in connection with or as security for, a Loan, including without limitation notes, bonds, loan agreements, letter of credit applications, lease financing contracts, banker's acceptances, drafts, interest protection agreements, currency exchange agreements, repurchase agreements, reverse repurchase agreements, guarantees, deeds of trust, mortgages, assignments, security agreements, pledges, subordination or priority agreements, lien priority agreements, undertakings, security instruments, certificates, documents, legal opinions, participation agreements and intercreditor agreements, and all amendments, modifications, renewals, extensions, rearrangements, and substitutions with respect to any of the foregoing.

"**Credit File**" means all Credit Documents and all other credit, collateral, or insurance documents in the possession or custody of the Assuming Bank, or any of its Subsidiaries or Affiliates, relating to an Asset or a Loan included in a Put Notice, or copies of any thereof.

"**Data Processing Lease**" means any lease or licensing agreement, binding on the Failed Bank as of Bank Closing, the subject of which is data processing equipment or computer hardware or software used in connection with data processing activities. A lease or licensing agreement for computer software used in connection with data processing activities shall constitute a Data Processing Lease regardless of whether such lease or licensing agreement also covers data processing equipment.

"**Deposit**" means a deposit as defined in 12 U.S.C. Section 1813(l), including without limitation, outstanding cashier's checks and other official checks and all uncollected items included in the depositors' balances and credited on the books and records of the Failed Bank; provided, that the term "Deposit" shall not include all or any portion of those deposit balances which, in the discretion of the Receiver or the Corporation, (i) may be required to satisfy it for any liquidated or contingent liability of any depositor arising from an unauthorized or unlawful transaction, or (ii) may be needed to provide payment of any liability of any depositor to the Failed Bank or the Receiver, including the liability of any depositor as a director or officer of the Failed Bank, whether or not the amount of the liability is or can be determined as of Bank Closing.

"**Failed Bank Advances**" means the total sums paid by the Failed Bank to (i) protect its lien position, (ii) pay ad valorem taxes and hazard insurance, and (iii) pay credit life insurance, accident and health insurance, and vendor's single interest insurance.

"**Fixtures**" means those leasehold improvements, additions, alterations and installations constituting all or a part of Bank Premises and which were acquired, added, built, installed or purchased at the expense of the Failed Bank, regardless of the holder of legal title thereto as of Bank Closing.

"**Furniture and Equipment**" means the furniture and equipment (other than leased data processing equipment, including hardware and software), leased or owned by the Failed Bank and reflected on the books of the Failed Bank as of Bank Closing, including without limitation automated teller machines, carpeting, furniture, office machinery (including personal computers), shelving, office supplies, telephone, surveillance and security systems, and artwork.

"**Indemnitees**" means, except as provided in paragraph (11) of Section 12.1(b), (i) the Assuming Bank, (ii) the Subsidiaries and Affiliates of the Assuming Bank other than any Subsidiaries or Affiliates of the Failed Bank that are or become Subsidiaries or Affiliates of the Assuming Bank, and (iii) the directors, officers, employees and agents of the Assuming Bank and its Subsidiaries and Affiliates who are not also present or former directors, officers, employees or agents of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank.

"**Initial Payment**" means the payment made pursuant to Article VII, the amount of which shall be either (i) if the Bid Amount is positive, the Bid Amount plus the Required Payment or (ii) if the Bid Amount is negative, the Required Payment minus the Bid Amount. The Initial Payment shall be payable by the Corporation to the Assuming Bank if the Initial Payment is a negative amount. The Initial Payment shall be payable by the Assuming Bank to the Corporation if the Initial Payment is positive.

"**Legal Balance**" means the amount of indebtedness legally owed by an Obligor with respect to a Loan, including principal and accrued and unpaid interest, late fees, attorneys' fees and expenses, taxes, insurance premiums, and similar charges, if any.

"**Liabilities Assumed**" has the meaning provided in Section 2.1.

"**Lien**" means any mortgage, lien, pledge, charge, assignment for security purposes, security interest, or encumbrance of any kind with respect to an Asset, including any conditional sale agreement or capital lease or other title retention agreement relating to such Asset.

"**Loans**" means all of the following owed to or held by the Failed Bank as of Bank Closing:

(i) loans (including loans which have been charged off the Accounting Records of the Failed Bank in whole or in part prior to Bank Closing), participation agreements, interests in participations, overdrafts of customers (including but not limited to overdrafts made pursuant to an overdraft protection plan or similar extensions of credit in connection with a deposit account), revolving commercial lines of credit, home equity lines of credit, Commitments, United States and/or State-guaranteed student loans, and lease financing contracts;

(ii) all Liens, rights (including rights of set-off), remedies, powers, privileges, demands, claims, priorities, equities and benefits owned or held by, or accruing or to accrue to or for the benefit of, the holder of the obligations or instruments referred to in clause (i) above, including but not limited to those arising under or based upon Credit Documents, casualty insurance policies and binders, standby letters of credit, mortgagee title insurance policies and binders, payment bonds and performance bonds at any time and from time to time existing with respect to any of the obligations or instruments referred to in clause (i) above; and

(iii) all amendments, modifications, renewals, extensions, refinancings, and refundings of or for any of the foregoing;

provided, that there shall be excluded from the definition of "Loans" amounts owing under Qualified Financial Contracts.

"**Obligor**" means each Person liable for the full or partial payment or performance of any Loan, whether such Person is obligated directly, indirectly, primarily, secondarily, jointly, or severally.

"**Other Real Estate**" means all interests in real estate (other than Bank Premises and Fixtures), including but not limited to mineral rights, leasehold rights, condominium and cooperative interests, air rights and development rights that are owned by the Failed Bank.

"**Payment Date**" means the first Business Day after Bank Closing.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof, excluding the Corporation.

"**Primary Indemnitor**" means any Person (other than the Assuming Bank or any of its Affiliates) who is obligated to indemnify or insure, or otherwise make payments (including payments on account of claims made against) to or on behalf of any Person in connection with the claims covered under Article XII, including without limitation any insurer issuing any directors and officers liability policy or any Person issuing a financial institution bond or banker's blanket bond.

"**Proforma**" means producing a balance sheet that reflects a reasonably accurate financial statement of the Failed Bank through the date of closing. The Proforma financial statements serve as a basis for the opening entries of both the Assuming Bank and the Receiver.

"**Put Date**" has the meaning provided in Section 3.4.

"**Put Notice**" has the meaning provided in Section 3.4.

"**Qualified Financial Contract**" means a qualified financial contract as defined in 12 U.S.C. Section 1821(e)(8)(D).

"**Record**" means any document, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy) of the Failed Bank generated or maintained by the Failed Bank that is owned by or in the possession of the Receiver at Bank Closing.

"**Related Liability**" with respect to any Asset means any liability existing and reflected on the Accounting Records of the Failed Bank as of Bank Closing for (i) indebtedness secured by mortgages, deeds of trust, chattel mortgages, security interests or other liens on or affecting such Asset, (ii) ad valorem taxes applicable to such Asset, and (iii) any other obligation determined by the Receiver to be directly related to such Asset.

"**Related Liability Amount**" with respect to any Related Liability on the books of the Assuming Bank, means the amount of such Related Liability as stated on the Accounting Records of the Assuming Bank (as maintained in accordance with generally accepted accounting principles) as of the date as of which the Related Liability Amount is being determined. With respect to a liability that relates to more than one asset, the amount of such Related Liability shall be allocated among such assets for the purpose of determining the Related Liability Amount with

respect to any one of such assets. Such allocation shall be made by specific allocation, where determinable, and otherwise shall be pro rata based upon the dollar amount of such assets stated on the Accounting Records of the entity that owns such asset.

"**Required Payment**" means $50,000,000.00.

"**Repurchase Price**" means with respect to any Asset or asset, which shall be determined by the Receiver, the lesser of (a) or (b):

(a) (i) in the event of a negative Bid Amount, the amount paid by the Assuming Bank, discounted by a percentage equal to the quotient produced by dividing the Assuming Bank's Bid Amount by the aggregate Book Value of the Risk Assets of the Failed Bank;

(ii) in the event of a negative Bid Amount, the amount resulting from (a)(i), above, or in the event of a positive Bid Amount, the amount paid by the Assuming Bank, (x) for a Loan, shall be decreased by any portion of the Loan classified "loss" and by one-half of any portion of the Loan classified "doubtful" as of the date of Bank Closing, and (y) for any Asset or asset, including a Loan, decreased by the amount of any money received with respect thereto since Bank Closing and, if the Asset is a Loan or other interest bearing or earning asset, the resulting amount shall then be increased or decreased, as the case may be, by interest or discount (whichever is applicable) accrued from and after Bank Closing at the lower of: (i) the contract rate with respect to such Asset, or (ii) the Settlement Interest Rate; net proceeds received by or due to the Assuming Bank from the sale of collateral, any forgiveness of debt, or otherwise shall be deemed money received by the Assuming Bank; or

(b) the dollar amount thereof stated on the Accounting Records of the Assuming Bank as of the date as of which the Repurchase Price is being determined, as maintained in accordance with generally accepted accounting principles, and, if the asset is a Loan, regardless of the Legal Balance thereof and adjusted in the same manner as the Book Value of a Failed Bank Loan would be adjusted hereunder.

Provided, however, (b), above, shall not be applicable and the Bid Amount shall be considered to have been positive for Loans repurchased pursuant to Section 3.4(a).

"**Risk Assets**" means (i) all Loans purchased hereunder, excluding (a) New Loans and (b) Loans to the extent secured by Assumed Deposits (and not included in (i)(a)), plus (ii) the Accrued Interest Receivable, Prepaid Expense, and Other Assets.

"**Safe Deposit Boxes**" means the safe deposit boxes of the Failed Bank, if any, including the removable safe deposit boxes and safe deposit stacks in the Failed Bank's vault(s), all rights and benefits (other than fees collected prior to Bank Closing) under rental agreements with respect to such safe deposit boxes, and all keys and combinations thereto.

"**Settlement Date**" means the first Business Day immediately prior to the day which is one hundred eighty (180) days after Bank Closing, or such other date prior thereto as

may be agreed upon by the Receiver and the Assuming Bank. The Receiver, in its discretion, may extend the Settlement Date.

"**Settlement Interest Rate**" means, for the first calendar quarter or portion thereof during which interest accrues, the rate determined by the Receiver to be equal to the equivalent coupon issue yield on twenty-six (26)-week United States Treasury Bills in effect as of Bank Closing as published in The Wall Street Journal; provided, that if no such equivalent coupon issue yield is available as of Bank Closing, the equivalent coupon issue yield for such Treasury Bills most recently published in The Wall Street Journal prior to Bank Closing shall be used. Thereafter, the rate shall be adjusted to the rate determined by the Receiver to be equal to the equivalent coupon issue yield on such Treasury Bills in effect as of the first day of each succeeding calendar quarter during which interest accrues as published in The Wall Street Journal.

"**Subsidiary**" has the meaning set forth in Section 3(w)(4) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1813(w)(4), as amended.

ARTICLE II
ASSUMPTION OF LIABILITIES

2.1 **Liabilities Assumed by Assuming Bank.** Subject to Sections 2.5 and 4.8, the Assuming Bank expressly assumes at Book Value (subject to adjustment pursuant to Article VIII) and agrees to pay, perform, and discharge, all of the liabilities of the Failed Bank which are reflected on the Books and Records of the Failed Bank as of Bank Closing, including the Assumed Deposits and all liabilities associated with any and all employee benefit plans, except as listed on the attached Schedule 2.1, and as otherwise provided in this Agreement (such liabilities referred to as "Liabilities Assumed"). Notwithstanding Section 4.8, the Assuming Bank specifically assumes all mortgage servicing rights and obligations of the Failed Bank.

2.2 **Interest on Deposit Liabilities.** The Assuming Bank agrees that it will assume all deposit contracts as of Bank Closing, and it will accrue and pay interest on Deposit liabilities assumed pursuant to Section 2.1 at the same rate(s) and on the same terms as agreed to by the Failed Bank as existed as of Bank Closing. If such Deposit has been pledged to secure an obligation of the depositor or other party, any withdrawal thereof shall be subject to the terms of the agreement governing such pledge.

2.3 **Unclaimed Deposits.** If, within eighteen (18) months after Bank Closing, any depositor of the Failed Bank does not claim or arrange to continue such depositor's Deposit assumed pursuant to Section 2.1 at the Assuming Bank, the Assuming Bank shall, within fifteen (15) Business Days after the end of such eighteen (18)-month period, (i) refund to the Corporation the full amount of each such Deposit (without reduction for service charges), (ii) provide to the Corporation an electronic schedule of all such refunded Deposits in such form as may be prescribed by the Corporation, and (iii) assign, transfer, convey and deliver to the Receiver all right, title and interest of the Assuming Bank in and to Records previously transferred to the Assuming Bank and other records generated or maintained by the Assuming Bank pertaining to such Deposits. During such eighteen (18)-month period, at the request of the

Corporation, the Assuming Bank promptly shall provide to the Corporation schedules of unclaimed deposits in such form as may be prescribed by the Corporation.

2.4 **Omitted**.

2.5 **Borrower Claims**. Notwithstanding anything to the contrary in this Agreement, any liability associated with borrower claims for payment of or liability to any borrower for monetary relief, or that provide for any other form of relief to any borrower, whether or not such liability is reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, legal or equitable, judicial or extra-judicial, secured or unsecured, whether asserted affirmatively or defensively, related in any way to any loan or commitment to lend made by the Failed Bank prior to failure, or to any loan made by a third party in connection with a loan which is or was held by the Failed Bank, or otherwise arising in connection with the Failed Bank's lending or loan purchase activities are specifically not assumed by the Assuming Bank.

ARTICLE III
PURCHASE OF ASSETS

3.1 **Assets Purchased by Assuming Bank**. Subject to Sections 3.5, 3.6 and 4.8, the Assuming Bank hereby purchases from the Receiver, and the Receiver hereby sells, assigns, transfers, conveys, and delivers to the Assuming Bank, all right, title, and interest of the Receiver in and to all of the assets (real, personal and mixed, wherever located and however acquired) including all subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated, of the Failed Bank whether or not reflected on the books of the Failed Bank as of Bank Closing. Assets are purchased hereunder by the Assuming Bank subject to all liabilities for indebtedness collateralized by Liens affecting such Assets to the extent provided in Section 2.1. The subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated being purchased by the Assuming Bank includes, but is not limited to, the entities listed on Schedule 3.1a. Notwithstanding Section 4.8, the Assuming Bank specifically purchases all mortgage servicing rights and obligations of the Failed Bank.

3.2 **Asset Purchase Price**.

(a) All Assets and assets of the Failed Bank subject to an option to purchase by the Assuming Bank shall be purchased for the amount, or the amount resulting from the method specified for determining the amount, as specified on Schedule 3.2, except as otherwise may be provided herein. Any Asset, asset of the Failed Bank subject to an option to purchase or other asset purchased for which no purchase price is specified on Schedule 3.2 or otherwise herein shall be purchased at its Book Value. Loans or other assets charged off the Accounting Records of the Failed Bank prior to the date of Bank Closing shall be purchased at a price of zero.

(b) The purchase price for securities (other than the capital stock of any Acquired Subsidiary) purchased under Section 3.1 by the Assuming Bank shall be the market value thereof as of Bank Closing, which market value shall be (i) the "Mid/Last", or "Trade" (as applicable), market price for each such security quoted at the close of the trading day effective on Bank Closing as published electronically by Bloomberg, L.P.; (ii) provided, that if such market price is not available for any such security, the Assuming Bank will submit a bid for each such security within three days of notification/bid request by the Receiver (unless a different time period is agreed to by the Assuming Bank and the Receiver) and the Receiver, in its sole discretion will accept or reject each such bid; and (iii) further provided in the absence of an acceptable bid from the Assuming Bank, each such security shall not pass to the Assuming Bank and shall be deemed to be an excluded asset hereunder.

(c) Qualified Financial Contracts shall be purchased at market value determined in accordance with the terms of Exhibit 3.2(c). Any costs associated with such valuation shall be shared equally by the Receiver and the Assuming Bank.

3.3 **Manner of Conveyance; Limited Warranty; Nonrecourse; Etc.** THE CONVEYANCE OF ALL ASSETS, INCLUDING REAL AND PERSONAL PROPERTY INTERESTS, PURCHASED BY THE ASSUMING BANK UNDER THIS AGREEMENT SHALL BE MADE, AS NECESSARY, BY RECEIVER'S DEED OR RECEIVER'S BILL OF SALE, "AS IS", "WHERE IS", WITHOUT RECOURSE AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, WITHOUT ANY WARRANTIES WHATSOEVER WITH RESPECT TO SUCH ASSETS, EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, ENFORCEABILITY, COLLECTIBILITY, DOCUMENTATION OR FREEDOM FROM LIENS OR ENCUMBRANCES (IN WHOLE OR IN PART), OR ANY OTHER MATTERS.

3.4 **Puts of Assets to the Receiver.**

(a) **Omitted.**

(b) **Puts Prior to the Settlement Date.** During the period from Bank Closing to and including the Business Day immediately preceding the Settlement Date, the Assuming Bank shall be entitled to require the Receiver to purchase any Asset which the Assuming Bank can establish is evidenced by forged or stolen instruments as of Bank Closing. The Assuming Bank shall transfer all such Assets to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Bank with respect to any such Asset, as provided in Section 12.4.

(c) **Notices to the Receiver.** In the event that the Assuming Bank elects to require the Receiver to purchase one or more Assets, the Assuming Bank shall deliver to the Receiver a notice (a "Put Notice") which shall include:

(i) a list of all Assets that the Assuming Bank requires the Receiver to purchase;

(ii) a list of all Related Liabilities with respect to the Assets identified pursuant to (i) above; and

(iii) a statement of the estimated Repurchase Price of each Asset identified pursuant to (i) above as of the applicable Put Date.

Such notice shall be in the form prescribed by the Receiver or such other form to which the Receiver shall consent. As provided in Section 9.6, the Assuming Bank shall deliver to the Receiver such documents, Credit Files and such additional information relating to the subject matter of the Put Notice as the Receiver may request and shall provide to the Receiver full access to all other relevant books and records.

(d) **Purchase by Receiver**. The Receiver shall purchase Loans that are specified in the Put Notice and shall assume Related Liabilities with respect to such Loans, and the transfer of such Loans and Related Liabilities shall be effective as of a date determined by the Receiver which date shall not be later than thirty (30) days after receipt by the Receiver of the Credit Files with respect to such Loans (the "Put Date").

(e) **Purchase Price and Payment Date**. Each Loan purchased by the Receiver pursuant to this Section 3.4 shall be purchased at a price equal to the Repurchase Price of such Loan less the Related Liability Amount applicable to such Loan, in each case determined as of the applicable Put Date. If the difference between such Repurchase Price and such Related Liability Amount is positive, then the Receiver shall pay to the Assuming Bank the amount of such difference; if the difference between such amounts is negative, then the Assuming Bank shall pay to the Receiver the amount of such difference. The Assuming Bank or the Receiver, as the case may be, shall pay the purchase price determined pursuant to this Section 3.4(e) not later than the twentieth (20th) Business Day following the applicable Put Date, together with interest on such amount at the Settlement Interest Rate for the period from and including such Put Date to and including the day preceding the date upon which payment is made.

(f) **Servicing**. The Assuming Bank shall administer and manage any Asset subject to purchase by the Receiver in accordance with usual and prudent banking standards and business practices until such time as such Asset is purchased by the Receiver.

(g) **Reversals**. In the event that the Receiver purchases an Asset (and assumes the Related Liability) that it is not required to purchase pursuant to this Section 3.4, the Assuming Bank shall repurchase such Asset (and assume such Related Liability) from the Receiver at a price computed so as to achieve the same economic result as would apply if the Receiver had never purchased such Asset pursuant to this Section 3.4.

3.5 **Assets Not Purchased by Assuming Bank**. The Assuming Bank does not purchase, acquire or assume, or (except as otherwise expressly provided in this Agreement) obtain an option to purchase, acquire or assume under this Agreement the assets or Assets listed on the attached Schedule 3.5.

3.6 **Assets Essential to Receiver**.

(a) The Receiver may refuse to sell to the Assuming Bank, or the Assuming Bank agrees, at the request of the Receiver set forth in a written notice to the Assuming Bank, to assign, transfer, convey, and deliver to the Receiver all of the Assuming Bank's right, title and interest in and to, any Asset or asset essential to the Receiver as determined by the Receiver in its discretion (together with all Credit Documents evidencing or pertaining thereto), which may include any Asset or asset that the Receiver determines to be:

(i) made to an officer, director, or other Person engaging in the affairs of the Failed Bank, its Subsidiaries or Affiliates or any related entities of any of the foregoing;

(ii) the subject of any investigation relating to any claim with respect to any item described in Section 3.5(a) or (b), or the subject of, or potentially the subject of, any legal proceedings;

(iii) made to a Person who is an Obligor on a loan owned by the Receiver or the Corporation in its corporate capacity or its capacity as receiver of any institution;

(iv) secured by collateral which also secures any asset owned by the Receiver; or

(v) related to any asset of the Failed Bank not purchased by the Assuming Bank under this Article III or any liability of the Failed Bank not assumed by the Assuming Bank under Article II.

(b) Each such Asset or asset purchased by the Receiver shall be purchased at a price equal to the Repurchase Price thereof less the Related Liability Amount with respect to any Related Liabilities related to such Asset or asset, in each case determined as of the date of the notice provided by the Receiver pursuant to Section 3.6(a). The Receiver shall pay the Assuming Bank not later than the twentieth (20th) Business Day following receipt of related Credit Documents and Credit Files together with interest on such amount at the Settlement Interest Rate for the period from and including the date of receipt of such documents to and including the day preceding the day on which payment is made. The Assuming Bank agrees to administer and manage each such Asset or asset in accordance with usual and prudent banking standards and business practices until each such Asset or asset is purchased by the Receiver. All transfers with respect to Asset or assets under this Section 3.6 shall be made as provided in Section 9.6. The Assuming Bank shall transfer all such Asset or assets and Related Liabilities to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Bank with respect to any such Asset or asset, as provided in Section 12.4.

ARTICLE IV

ASSUMPTION OF CERTAIN DUTIES AND OBLIGATIONS

The Assuming Bank agrees with the Receiver and the Corporation as follows:

4.1 **Continuation of Banking Business**. The Assuming Bank agrees to provide full service banking in the trade area of the Failed Bank commencing on the first banking business day (including a Saturday) after Bank Closing. At the option of the Assuming Bank, such banking services may be provided at any or all of the Bank Premises, or at other premises within such trade area.

4.2 **Agreement with Respect to Debit and Credit Card Business**. The Assuming Bank agrees to honor and perform, from and after Bank Closing, all duties and obligations with respect to the Failed Bank's debit and credit card business, and/or processing related to debit and credit cards, if any, and assumes all outstanding extensions of credit with respect thereto.

4.3 **Agreement with Respect to Safe Deposit Business**. The Assuming Bank assumes and agrees to discharge, from and after Bank Closing, in the usual course of conducting a banking business, the duties and obligations of the Failed Bank with respect to all Safe Deposit Boxes, if any, of the Failed Bank and to maintain all of the necessary facilities for the use of such boxes by the renters thereof during the period for which such boxes have been rented and the rent therefor paid to the Failed Bank, subject to the provisions of the rental agreements between the Failed Bank and the respective renters of such boxes; provided, that the Assuming Bank may relocate the Safe Deposit Boxes of the Failed Bank to any office of the Assuming Bank located in the trade area of the Failed Bank. Fees related to the safe deposit business collected prior to Bank Closing shall be for the benefit of the Receiver and fees collected after Bank Closing shall be for the benefit of the Assuming Bank.

4.4 **Agreement with Respect to Safekeeping Business**. The Receiver transfers, conveys and delivers to the Assuming Bank and the Assuming Bank accepts all securities and other items, if any, held by the Failed Bank in safekeeping for its customers as of Bank Closing. The Assuming Bank assumes and agrees to honor and discharge, from and after Bank Closing, the duties and obligations of the Failed Bank with respect to such securities and items held in safekeeping. The Assuming Bank shall be entitled to all rights and benefits heretofore accrued or hereafter accruing with respect thereto; provided, that, fees related to the safe keeping business collected prior to Bank Closing shall be for the benefit of the Receiver and fees collected after Bank Closing shall be for the benefit of the Assuming Bank. The Assuming Bank shall provide to the Receiver written verification of all assets held by the Failed Bank for safekeeping within sixty (60) days after Bank Closing.

4.5 **Agreement with Respect to Trust Business**.

(a) The Assuming Bank shall, without further transfer, substitution, act or deed, to the full extent permitted by law, succeed to the rights, obligations, properties, assets, investments, deposits, agreements, and trusts of the Failed Bank under trusts, executorships, administrations, guardianships, and agencies, and other fiduciary or representative capacities, all to the same extent as though the Assuming Bank had assumed the same from the Failed Bank prior to Bank

Closing; provided, that any liability based on the misfeasance, malfeasance or nonfeasance of the Failed Bank, its directors, officers, employees or agents with respect to the trust business is not assumed hereunder.

(b) The Assuming Bank shall, to the full extent permitted by law, succeed to, and be entitled to take and execute, the appointment to all executorships, trusteeships, guardianships and other fiduciary or representative capacities to which the Failed Bank is or may be named in wills, whenever probated, or to which the Failed Bank is or may be named or appointed by any other instrument.

(c) In the event additional proceedings of any kind are necessary to accomplish the transfer of such trust business, the Assuming Bank agrees that, at its own expense, it will take whatever action is necessary to accomplish such transfer. The Receiver agrees to use reasonable efforts to assist the Assuming Bank in accomplishing such transfer.

(d) The Assuming Bank shall provide to the Receiver written verification of the assets held in connection with the Failed Bank's trust business within sixty (60) days after Bank Closing.

4.6 **Agreement with Respect to Bank Premises.**

(a) **Option to Lease.** The Receiver hereby grants to the Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to cause the Receiver to assign to the Assuming Bank any or all leases for leased Bank Premises, if any, which have been continuously occupied by the Assuming Bank from Bank Closing to the date it elects to accept an assignment of the leases with respect thereto to the extent such leases can be assigned; provided, that the exercise of this option with respect to any lease must be as to all premises or other property subject to the lease. If an assignment cannot be made of any such leases, the Receiver may, in its discretion, enter into subleases with the Assuming Bank containing the same terms and conditions provided under such existing leases for such leased Bank Premises or other property. The Assuming Bank shall give notice to the Receiver within the option period of its election to accept or not to accept an assignment of any or all leases (or enter into subleases or new leases in lieu thereof). The Assuming Bank agrees to assume all leases assigned (or enter into subleases in lieu thereof) pursuant to this Section 4.6.

(b) **Facilitation.** The Receiver agrees to facilitate the assumption, assignment or sublease of leases or the negotiation of new leases by the Assuming Bank; provided, that neither the Receiver nor the Corporation shall be obligated to engage in litigation, make payments to the Assuming Bank or to any third party in connection with facilitating any such assumption, assignment, sublease or negotiation or commit to any other obligations to third parties.

(c) **Occupancy.** The Assuming Bank shall give the Receiver fifteen (15) days' prior written notice of its intention to vacate prior to vacating any leased Bank Premises with respect to which the Assuming Bank has not exercised the option provided in Section 4.6(a). Any such notice shall be deemed to terminate the Assuming Bank's option with respect to such leased Bank Premises.

(d) Occupancy Costs.

(i) The Assuming Bank agrees, during the period of any occupancy by it of leased Bank Premises, to pay to the Receiver, or to appropriate third parties at the direction of the Receiver, all operating costs with respect thereto and to comply with all relevant terms of applicable leases entered into by the Failed Bank, including without limitation the timely payment of all rent, taxes, fees, charges, utilities, insurance and assessments.

(ii) The Assuming Bank agrees during the period of occupancy by it of leased Bank Premises to pay to the Receiver rent for the use of all leased Furniture and Equipment and all owned or leased Fixtures located on such Bank Premises for the period of such occupancy. Rent for such property owned by the Failed Bank shall be the market rental value thereof, as determined by the Receiver within sixty (60) days after Bank Closing. Rent for such leased property shall be an amount equal to any and all rent and other amounts which the Receiver incurs or accrues as an obligation or is obligated to pay for such period of occupancy pursuant to all leases and contracts with respect to such property. If the Assuming Bank purchases any owned Fixtures in accordance with Section 4.6(f), the amount of any rents paid by the Assuming Bank with respect thereto shall be applied as an offset against the purchase price thereof.

(e) Certain Requirements as to Furniture, Equipment and Fixtures. If the Assuming Bank accepts an assignment of the lease (or enters into a sublease or a new lease in lieu thereof) for leased Bank Premises, or if the Assuming Bank does not exercise such option but within twelve (12) months following Bank Closing obtains the right to occupy such premises (whether by assignment, lease, sublease, purchase or otherwise), other than in accordance with Section 4.6(a), the Assuming Bank shall (i) accept an assignment or a sublease of the leases or negotiate new leases for all Furniture and Equipment and Fixtures leased by the Failed Bank and located thereon, and (ii) if applicable, accept an assignment or a sublease of any ground lease or negotiate a new ground lease with respect to any land on which such Bank Premises are located; provided, that the Receiver shall not have disposed of such Furniture and Equipment and Fixtures or repudiated the leases specified in clause (i) or (ii).

(f) Vacating Premises. If the Assuming Bank elects not to accept an assignment of the lease or sublease any leased Bank Premises, the notice of such election in accordance with Section 4.6(a) shall specify the date upon which the Assuming Bank's occupancy of such leased Bank Premises shall terminate, which date shall not be later than the date which is one hundred eighty (180) days after Bank Closing. Upon vacating such premises, the Assuming Bank shall relinquish and release to the Receiver such premises and the Fixtures located thereon in the same condition as at Bank Closing, normal wear and tear excepted. By failing to provide notice of its intention to vacate such premises prior to the expiration of the option period specified in Section 4.6(a), or by occupying such premises after the one hundred eighty (180)-day period specified above in this paragraph, the Assuming Bank shall, at the Receiver's option, (x) be deemed to have assumed all leases, obligations and liabilities with respect to such premises (including any ground lease with respect to the land on which premises are located), and leased Furniture and Equipment and leased Fixtures located thereon in accordance with this Section 4.6 (unless the

Receiver previously repudiated any such lease), and (y) be required to purchase all Fixtures owned by the Failed Bank and located on such premises as of Bank Closing.

(g) Omitted.

4.7 Agreement with Respect to Leased Data Processing Equipment

(a) The Receiver hereby grants to the Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to accept an assignment from the Receiver of any or all Data Processing Leases to the extent that such Data Processing Leases can be assigned.

(b) The Assuming Bank shall (i) give written notice to the Receiver within the option period specified in Section 4.7(a) of its intent to accept an assignment or sublease of any or all Data Processing Leases and promptly accept an assignment or sublease of such Data Processing Leases, and (ii) give written notice to the appropriate lessor(s) that it has accepted an assignment or sublease of any such Data Processing Leases.

(c) The Receiver agrees to facilitate the assignment or sublease of Data Processing Leases or the negotiation of new leases or license agreements by the Assuming Bank; provided, that neither the Receiver nor the Corporation shall be obligated to engage in litigation or make payments to the Assuming Bank or to any third party in connection with facilitating any such assumption, assignment, sublease or negotiation.

(d) The Assuming Bank agrees, during its period of use of any property subject to a Data Processing Lease, to pay to the Receiver or to appropriate third parties at the direction of the Receiver all operating costs with respect thereto and to comply with all relevant terms of the applicable Data Processing Leases entered into by the Failed Bank, including without limitation the timely payment of all rent, taxes, fees, charges, utilities, insurance and assessments.

(e) The Assuming Bank shall, not later than fifty (50) days after giving the notice provided in Section 4.7(b), (i) relinquish and release to the Receiver all property subject to the relevant Data Processing Lease, in the same condition as at Bank Closing, normal wear and tear excepted, or (ii) accept an assignment or a sublease thereof or negotiate a new lease or license agreement under this Section 4.7.

4.8 Agreement with Respect to Certain Existing Agreements.

With respect to agreements existing as of Bank Closing which provide for the rendering of services by or to the Failed Bank, within one hundred twenty (120) days after Bank Closing, the Assuming Bank shall give the Receiver written notice specifying whether it elects to assume or not to assume each such agreement. Except as may be otherwise provided in this Article IV, the Assuming Bank agrees to comply with the terms of each such agreement for a period commencing on the day after Bank Closing and ending on: (i) in the case of an agreement that provides for the rendering of services by the Failed Bank, the date which is ninety (90) days after Bank Closing, and (ii) in the case of an agreement that provides for the rendering of services to

the Failed Bank, the date which is thirty (30) days after the Assuming Bank has given notice to the Receiver of its election not to assume such agreement; provided, that the Receiver can reasonably make such service agreements available to the Assuming Bank. The Assuming Bank shall be deemed by the Receiver to have assumed agreements for which no notification is timely given. The Receiver agrees to assign, transfer, convey, and deliver to the Assuming Bank all right, title and interest of the Receiver, if any, in and to agreements the Assuming Bank assumes hereunder. In the event the Assuming Bank elects not to accept an assignment of any lease (or sublease) or negotiate a new lease for leased Bank Premises under Section 4.6 and does not otherwise occupy such premises, the provisions of this Section 4.8 shall not apply to service agreements related to such premises. The Assuming Bank agrees, during the period it has the use or benefit of any such agreement, promptly to pay to the Receiver or to appropriate third parties at the direction of the Receiver all operating costs with respect thereto and to comply with all relevant terms of such agreement. This paragraph shall not apply with respect to deposit contracts which are expressly assumed by the Assuming Bank under Section 2.2 of this Agreement.

4.9 **Informational Tax Reporting**. The Assuming Bank agrees to perform all obligations of the Failed Bank with respect to Federal and State income tax informational reporting related to (i) the Assets and the Liabilities Assumed, (ii) deposit accounts that were closed and loans that were paid off or collateral obtained with respect thereto prior to Bank Closing, (iii) miscellaneous payments made to vendors of the Failed Bank, and (iv) any other asset or liability of the Failed Bank, including, without limitation, loans not purchased and Deposits not assumed by the Assuming Bank, as may be required by the Receiver.

Under a private letter ruling (PLR) issued to the FDIC in January of 1988, the Internal Revenue Service will allow the Assuming Bank to report for the Failed Bank transactions under its own TIN for the entire year 2008; there is no need to dual-report for different payors in pre- v. post-closing date periods.

The Assuming Bank agrees to prepare on behalf of the Receiver all required Federal and State compliance and income/franchise tax returns for the Failed Bank and acquired subsidiary entities as of Bank Closing. The returns will be provided to the Receiver within the statutorily required filing timeframe.

4.10 **Insurance**. The Assuming Bank agrees to obtain insurance coverage effective from and after Bank Closing, including public liability, fire and extended coverage insurance acceptable to the Receiver with respect to leased Bank Premises that it occupies, and all leased Furniture and Equipment and Fixtures and leased data processing equipment (including hardware and software) located thereon, in the event such insurance coverage is not already in force and effect with respect to the Assuming Bank as the insured as of Bank Closing. All such insurance shall, where appropriate (as determined by the Receiver), name the Receiver as an additional insured.

4.11 **Office Space for Receiver and Corporation**. For the period commencing on the day following Bank Closing and ending on the one hundred eightieth (180th) day thereafter, the Assuming Bank agrees to provide to the Receiver and the Corporation, without charge, adequate

and suitable office space (including parking facilities and vault space), furniture, equipment (including photocopying and telecopying machines) and utilities (including local telephone service and a dedicated broadband or T-1 internet service) at the Bank Premises occupied by the Assuming Bank for their use in the discharge of their respective functions with respect to the Failed Bank. In the event the Receiver and the Corporation determine that the space provided is inadequate or unsuitable, the Receiver and the Corporation may relocate to other quarters having adequate and suitable space and the costs of relocation and any rental and utility costs for the balance of the period of occupancy by the Receiver and the Corporation shall be borne by the Assuming Bank.

4.12 Omitted.

4.13 Omitted.

ARTICLE V
DUTIES WITH RESPECT TO DEPOSITORS OF THE FAILED BANK

5.1 **Payment of Checks, Drafts and Orders.** Subject to Section 9.5, the Assuming Bank agrees to pay all properly drawn checks, drafts and withdrawal orders of depositors of the Failed Bank presented for payment, whether drawn on the check or draft forms provided by the Failed Bank or by the Assuming Bank, to the extent that the Deposit balances to the credit of the respective makers or drawers assumed by the Assuming Bank under this Agreement are sufficient to permit the payment thereof, and in all other respects to discharge, in the usual course of conducting a banking business, the duties and obligations of the Failed Bank with respect to the Deposit balances due and owing to the depositors of the Failed Bank assumed by the Assuming Bank under this Agreement.

5.2 **Certain Agreements Related to Deposits.** Subject to Section 2.2, the Assuming Bank agrees to honor the terms and conditions of any written escrow or mortgage servicing agreement or other similar agreement relating to a Deposit liability assumed by the Assuming Bank pursuant to this Agreement.

5.3 **Notice to Depositors.**

(a) Within thirty (30) days after Bank Closing, the Assuming Bank shall give (i) notice to depositors of the Failed Bank of its assumption of the Deposit liabilities of the Failed Bank, and (ii) any notice required under Section 2.2, by mailing to each such depositor a notice with respect to such assumption and by advertising in a newspaper of general circulation in the county or counties in which the Failed Bank was located. The Assuming Bank agrees that it will obtain prior approval of all such notices and advertisements from counsel for the Receiver and that such notices and advertisements shall not be mailed or published until such approval is received.

(b) The Assuming Bank shall give notice by mail to depositors of the Failed Bank concerning the procedures to claim their deposits, which notice shall be provided to the

Assuming Bank by the Receiver or the Corporation. Such notice shall be included with the notice to depositors to be mailed by the Assuming Bank pursuant to Section 5.3(a).

(c) If the Assuming Bank proposes to charge fees different from those charged by the Failed Bank before it establishes new deposit account relationships with the depositors of the Failed Bank, the Assuming Bank shall give notice by mail of such changed fees to such depositors.

ARTICLE VI
RECORDS

6.1 Transfer of Records.

(a) In accordance with Section 3.1, the Receiver assigns, transfers, conveys and delivers to the Assuming Bank the following Records pertaining to the Deposit liabilities of the Failed Bank assumed by the Assuming Bank under this Agreement, except as provided in Section 6.4:

(i) signature cards, orders, contracts between the Failed Bank and its depositors and Records of similar character;

(ii) passbooks of depositors held by the Failed Bank, deposit slips, cancelled checks and withdrawal orders representing charges to accounts of depositors;

and the following Records pertaining to the Assets:

(iii) records of deposit balances carried with other banks, bankers or trust companies;

(iv) Loan and collateral records and Credit Files and other documents;

(v) deeds, mortgages, abstracts, surveys, and other instruments or records of title pertaining to real estate or real estate mortgages;

(vi) signature cards, agreements and records pertaining to Safe Deposit Boxes, if any; and

(vii) records pertaining to the credit card business, trust business or safekeeping business of the Failed Bank, if any.

(b) The Receiver, at its option, may assign and transfer to the Assuming Bank by a single blanket assignment or otherwise, as soon as practicable after Bank Closing, any other Records not assigned and transferred to the Assuming Bank as provided in this Agreement, including but not limited to loan disbursement checks, general ledger tickets, official bank checks, proof transactions (including proof tapes) and paid out loan files.

6.2 **Delivery of Assigned Records**. The Receiver shall deliver to the Assuming Bank all Records described in (i) Section 6.1(a) as soon as practicable on or after the date of this Agreement, and (ii) Section 6.1(b) as soon as practicable after making any assignment described therein.

6.3 **Preservation of Records**. The Assuming Bank agrees that it will preserve and maintain for the joint benefit of the Receiver, the Corporation and the Assuming Bank, all Records of which it has custody for such period as either the Receiver or the Corporation in its discretion may require, until directed otherwise, in writing, by the Receiver or Corporation. The Assuming Bank shall have the primary responsibility to respond to subpoenas, discovery requests, and other similar official inquiries with respect to the Records of which it has custody.

6.4 **Access to Records; Copies**. The Assuming Bank agrees to permit the Receiver and the Corporation access to all Records of which the Assuming Bank has custody, and to use, inspect, make extracts from or request copies of any such Records in the manner and to the extent requested, and to duplicate, in the discretion of the Receiver or the Corporation, any Record in the form of microfilm or microfiche pertaining to Deposit account relationships; provided, that in the event that the Failed Bank maintained one or more duplicate copies of such microfilm or microfiche Records, the Assuming Bank hereby assigns, transfers, and conveys to the Corporation one such duplicate copy of each such Record without cost to the Corporation, and agrees to deliver to the Corporation all Records assigned and transferred to the Corporation under this Article VI as soon as practicable on or after the date of this Agreement. The party requesting a copy of any Record shall bear the cost (based on standard accepted industry charges to the extent applicable, as determined by the Receiver) for providing such duplicate Records. A copy of each Record requested shall be provided as soon as practicable by the party having custody thereof.

ARTICLE VII
BID; INITIAL PAYMENT

The Assuming Bank has submitted to the Receiver a positive bid of $1,888,000,000.00 for the Assets purchased and Liabilities Assumed hereunder (the "Bid Amount"). On the Payment Date, the Assuming Bank will pay to the Corporation, or the Corporation will pay to the Assuming Bank, as the case may be, the Initial Payment, together with interest on such amount (if the Payment Date is not the day following the day of Bank Closing) from and including the day following Bank Closing to and including the day preceding the Payment Date at the Settlement Interest Rate.

ARTICLE VIII
PROFORMA

The Assuming Bank, as soon as practical after Bank Closing, in accordance with the best information then available, shall provide to the Receiver a Proforma Statement of Condition indicating all assets and liabilities of the Failed Bank as shown on the Failed Bank's books and records as of Bank Closing and reflecting which assets and liabilities are passing to the Assuming Bank and which assets and liabilities are to be retained by the Receiver. In addition, the Assuming Bank is to provide to the Receiver, in a standard data request as defined by the Receiver, an electronic database of all loans, deposits, and subsidiaries and other business combinations owned by the Failed Bank as of Bank Closing. See Schedule 3.1a.

ARTICLE IX
CONTINUING COOPERATION

9.1 **General Matters**. The parties hereto agree that they will, in good faith and with their best efforts, cooperate with each other to carry out the transactions contemplated by this Agreement and to effect the purposes hereof.

9.2 **Additional Title Documents**. The Receiver, the Corporation and the Assuming Bank each agree, at any time, and from time to time, upon the request of any party hereto, to execute and deliver such additional instruments and documents of conveyance as shall be reasonably necessary to vest in the appropriate party its full legal or equitable title in and to the property transferred pursuant to this Agreement or to be transferred in accordance herewith. The Assuming Bank shall prepare such instruments and documents of conveyance (in form and substance satisfactory to the Receiver) as shall be necessary to vest title to the Assets in the Assuming Bank. The Assuming Bank shall be responsible for recording such instruments and documents of conveyance at its own expense.

9.3 **Claims and Suits**.

(a) The Receiver shall have the right, in its discretion, to (i) defend or settle any claim or suit against the Assuming Bank with respect to which the Receiver has indemnified the Assuming Bank in the same manner and to the same extent as provided in Article XII, and (ii) defend or settle any claim or suit against the Assuming Bank with respect to any Liability Assumed, which claim or suit may result in a loss to the Receiver arising out of or related to this Agreement, or which existed against the Failed Bank on or before Bank Closing. The exercise by the Receiver of any rights under this Section 9.3(a) shall not release the Assuming Bank with respect to any of its obligations under this Agreement.

(b) In the event any action at law or in equity shall be instituted by any Person against the Receiver and the Corporation as codefendants with respect to any asset of the Failed Bank retained or acquired pursuant to this Agreement by the Receiver, the Receiver agrees, at the request of the Corporation, to join with the Corporation in a petition to remove the action to the United States District Court for the proper district. The Receiver agrees to institute, with or without joinder of the Corporation as coplaintiff, any action with respect to any such retained or acquired asset or any matter connected therewith whenever notice requiring such action shall be given by the Corporation to the Receiver.

9.4 **Payment of Deposits**. In the event any depositor does not accept the obligation of the Assuming Bank to pay any Deposit liability of the Failed Bank assumed by the Assuming Bank pursuant to this Agreement and asserts a claim against the Receiver for all or any portion of any such Deposit liability, the Assuming Bank agrees on demand to provide to the Receiver funds sufficient to pay such claim in an amount not in excess of the Deposit liability reflected on the books of the Assuming Bank at the time such claim is made. Upon payment by the Assuming Bank to the Receiver of such amount, the Assuming Bank shall be discharged from any further obligation under this Agreement to pay to any such depositor the amount of such Deposit liability paid to the Receiver.

9.5 **Withheld Payments**. At any time, the Receiver or the Corporation may, in its discretion, determine that all or any portion of any deposit balance assumed by the Assuming Bank pursuant to this Agreement does not constitute a "Deposit" (or otherwise, in its discretion, determine that it is the best interest of the Receiver or Corporation to withhold all or any portion of any deposit), and may direct the Assuming Bank to withhold payment of all or any portion of any such deposit balance. Upon such direction, the Assuming Bank agrees to hold such deposit and not to make any payment of such deposit balance to or on behalf of the depositor, or to itself, whether by way of transfer, set-off, or otherwise. The Assuming Bank agrees to maintain the "withheld payment" status of any such deposit balance until directed in writing by the Receiver or the Corporation as to its disposition. At the direction of the Receiver or the Corporation, the Assuming Bank shall return all or any portion of such deposit balance to the Receiver or the Corporation, as appropriate, and thereupon the Assuming Bank shall be discharged from any further liability to such depositor with respect to such returned deposit balance. If such deposit balance has been paid to the depositor prior to a demand for return by the Corporation or the Receiver, and payment of such deposit balance had not been previously withheld pursuant to this Section, the Assuming Bank shall not be obligated to return such deposit balance to the Receiver or the Corporation. The Assuming Bank shall be obligated to reimburse the Corporation or the Receiver, as the case may be, for the amount of any deposit balance or portion thereof paid by the Assuming Bank in contravention of any previous direction to withhold payment of such deposit balance or return such deposit balance the payment of which was withheld pursuant to this Section.

9.6 **Proceedings with Respect to Certain Assets and Liabilities**.

(a) In connection with any investigation, proceeding or other matter with respect to any asset or liability of the Failed Bank retained by the Receiver, or any asset of the Failed Bank acquired by the Receiver pursuant to this Agreement, the Assuming Bank shall cooperate to the extent reasonably required by the Receiver.

(b) In addition to its obligations under Section 6.4, the Assuming Bank shall provide representatives of the Receiver access at reasonable times and locations without other limitation or qualification to (i) its directors, officers, employees and agents and those of the Subsidiaries acquired by the Assuming Bank, and (ii) its books and records, the books and records of such Subsidiaries and all Credit Files, and copies thereof. Copies of books, records and Credit Files

shall be provided by the Assuming Bank as requested by the Receiver and the costs of duplication thereof shall be borne by the Receiver.

(c) Not later than ten (10) days after the Put Notice pursuant to Section 3.4 or the date of the notice of transfer of any Loan by the Assuming Bank to the Receiver pursuant to Section 3.6, the Assuming Bank shall deliver to the Receiver such documents with respect to such Loan as the Receiver may request, including without limitation the following: (i) all related Credit Documents (other than certificates, notices and other ancillary documents), (ii) a certificate setting forth the principal amount on the date of the transfer and the amount of interest, fees and other charges then accrued and unpaid thereon, and any restrictions on transfer to which any such Loan is subject, and (iii) all Credit Files, and all documents, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy) maintained by, owned by, or in the possession of the Assuming Bank or any Affiliate of the Assuming Bank relating to the transferred Loan.

9.7 **Information**. The Assuming Bank promptly shall provide to the Corporation such other information, including financial statements and computations, relating to the performance of the provisions of this Agreement as the Corporation or the Receiver may request from time to time, and, at the request of the Receiver, make available employees of the Failed Bank employed or retained by the Assuming Bank to assist in preparation of the pro forma statement pursuant to Section 8.1.

ARTICLE X
CONDITION PRECEDENT

The obligations of the parties to this Agreement are subject to the Receiver and the Corporation having received at or before Bank Closing evidence reasonably satisfactory to each of any necessary approval, waiver, or other action by any governmental authority, the board of directors of the Assuming Bank, or other third party, with respect to this Agreement and the transactions contemplated hereby, the closing of the Failed Bank and the appointment of the Receiver, the chartering of the Assuming Bank, and any agreements, documents, matters or proceedings contemplated hereby or thereby.

ARTICLE XI
REPRESENTATIONS AND WARRANTIES OF THE ASSUMING BANK

The Assuming Bank represents and warrants to the Corporation and the Receiver as follows:

(a) **Corporate Existence and Authority**. The Assuming Bank (i) is duly organized, validly existing and in good standing under the laws of its Chartering Authority and has full power and authority to own and operate its properties and to conduct its business as now conducted by it, and (ii) has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Assuming Bank has taken all necessary corporate