

Alessio Faccin, et al. v. Pacific Century Homes,
Inc., et al.

Homeowner Documents

**Hilda Nieblas Rivas & Luz Delia Nieblas Rivas
141 Meridian St
Heber, CA 92249**

Hilda Nieblas Rivas & Luz Delia Nieblas Rivas
141 Meridian St
Heber CA 92249

HOMEOWNER DOCUMENTS VERIFICATION

Alessio Faccin, et al. v. Pacific Century Homes, Inc., et al.

Case No.: ECU09044

Please mark ONLY ONE box:

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

I have conducted a reasonably diligent search to locate and provide all documents in my possession, custody and control and have produced those that I have located.

I have conducted a reasonably diligent search to locate and provide all documents in my possession, custody and control responsive to defendant's request, and **I DO NOT have any documents in my possession.**

Executed on 08-26-2018, 2018, at **Heber**, California.
(date)

1st Owner:

Hilda Nieblas Rivas
Name

Hilda Nieblas Rivas
Signature

2nd Owner (if any):

Name

Signature

CHUCK STOREY
COUNTY CLERK/RECORDER

P Public

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

HILDA NIEBLAS RIVAS
141 MERIDIAN ST
HEBER CA 92249

Doc#: **2013016099**



* \$ R 0 0 0 0 0 5 7 9 1 7 \$ *

Titles: 1	Pages: 2
Fees	20.00
Taxes	0.00
Other	0.00
PAID	20.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

A.P.N.: 054-605-42

Order No.:

Escrow No.:

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX \$ 0.00

R BT-11971 Hilda Nieblas Rivas

- Computed on the consideration or value of property conveyed; OR
- ..Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HILDA NIEBLAS RIVAS, A SINGLE WOMAN

do(es) hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

HILDA NIEBLAS RIVAS, A SINGLE WOMAN AND LUZ DELIA NIEBLAS RIVAS, A SINGLE WOMAN

the real property in the ~~City of~~ UNINCORPORATED AREA County of IMPERIAL, State of California, described as:

SEE EXHIBIT "A"

Dated JULY 11, 2013
STATE OF CALIFORNIA
COUNTY OF IMPERIAL

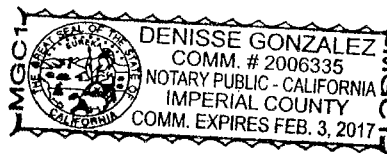
Hilda Nieblas Rivas

On JULY 11, 2013 before me, PUBLIC
DENISSE GONZALEZ, NOTARY, personally appeared
HILDA NIEBLAS RIVAS****, 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 h~~e~~/she/they executed the same in h~~is~~/her/their
authorized capacity(ies), and that by h~~is~~/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dgonzalez (Notary seal)
Signature



Mail tax statements to: _____

PL000208

EXHIBIT "A"

Lot **81** of Heber Meadows Unit No. 2, in the County of Imperial, State of California, as per Map recorded in Book 23, Pages 67 through 70, of Final Maps, Records of Imperial County, California.

Excepting therefrom until March 1, 1993 as a mineral interest and not as a Royalty Interest, one hundred percent (100%) of all oil, gas and other hydrocarbon, geothermal resources as defined in Section 6903 of the California public resources code and all other minerals, whether similar to those herein specified or not, within or that may be produced from said real property below a depth of five hundred feet and to produce, inject, store and remove from or through such well or works, oil, gas and other substances of whatever nature, including the right to perform any and all operations deemed by the Irvine Company necessary or convenient for the exercise of such mineral rights; then to the then-owner of the real property granted hereinabove to Ben Abatti, Margaret L. Abatti, Tony Abatti and Ninfa Abatti, one-half of such mineral interest excepting and reserving unto grantor until March 1, 2003 the remaining one-half of such mineral interest; then to the then-owner of the real property hereinabove granted to Ben Abatti, Margaret L. Abatti, Tony Abatti and Ninfa Abatti, all the remaining one-half of such mineral interest, as reserved by the Irvine Company, a Michigan Corporation in Deed recorded July 29, 1983 as Instrument No. 102 in Book 1505, Page 1312 of Official Records.

RECORDING REQUESTED BY
LandAmerica Developer Services
WHEN RECORDED MAIL THIS DOCUMENT
AND TAX STATEMENTS TO:

Hilda Nieblas
141 Meridian Street
Heber, CA 92249

APN:
Escrow No: 04404190-081-SS3
Title No:

054-605-A2

Recorded in Official Records, Imperial County

Dolores Provencio
County Clerk / Recorder

6/28/2006
9:00 AM
AG

LA LANDAMERICA TITLE COMPANY

Doc#: 2006-030685

Titles: 1 Pages: 3



Fees	32.00
Taxes	326.70
Other	0.00
PAID	\$358.70

GRANT DEED
Heber Meadows

3
1
D.F.
P.2

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 326.70,
 computed on full value of property conveyed,
 unincorporated area, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Heber Meadows I, LLC, a limited liability company
California

hereby GRANT(S) to
Rivas
Hilda Nieblas, a single woman

the following described real property in the Unincorporated area of the County of Imperial, State of California:

See Exhibit "A" attached hereto and incorporated herein by this reference.

THE REAL PROPERTY CONVEYED HEREIN BY GRANTOR TO GRANTEE IS CONVEYED AND ACCEPTED SUBJECT TO:

- CURRENT REAL PROPERTY TAXES AND ALL UNPAID GENERAL AND SPECIAL TAXES/BONDS AND ASSESSMENTS.**
- ALL ENCUMBRANCES, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS OF WAY OF RECORD, AND/OR DISCLOSED BY AN INSPECTION.**

Commonly known as: 141 Meridian Street, Heber, CA 92249

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Dated: May 16, 2006

Heber Meadows I, LLC, a California Limited Liability Company

By: Pacific Century Homes, a California corporation

[Signature]
By: Authorized signer Bryan F. Avilla

STATE OF CALIFORNIA

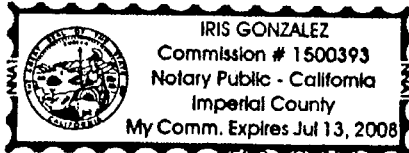
COUNTY OF Imperial } SS:

On 5-18-06 before me, Iris Gonzalez Notary Public,
personally appeared Bryan F. Avilla

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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 [Signature]



FOR NOTARY SEAL OR STAMP

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Gastelum Pawnshop
100 E 4TH ST
Calexico, Ca. 92231

Sales Receipt

DATE	SALE NO.
7/5/2013	1601

SOLD TO

CUST SERV

CHECK NO.	PAYMENT METHOD	PROJECT
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DESCRIPTION	QTY	RATE	AMOUNT
	1	50.00	50.00

Total \$50.00

PL000213

RECLAMO PARA LA EXENCIÓN DE IMPUESTOS PREDIALES DE LOS PROPIETARIOS DE CASAS

Si reúne los requisitos, firme y presente esta forma al Tasador a más tardar el 15 de febrero, o antes que hayan transcurrido 30 días a partir de la fecha de la notificación de la valuación suplementaria, lo que ocurra primero.

Roy D. Buckner
Imperial County Assessor
940 W. Main Street, Suite 115
El Centro, CA 92243-2874
Ph: (760) 482-4244
www.co.imperial.ca.us/assessor

ANTES DE LLENARLA, LEA LAS INSTRUCCIONES

NOMBRE Y SU DIRECCIÓN
(Haga cambios necesarios al nombre escrito y dirección)

RIVAS HILDA N & LUZ DELIA N
141 MERIDIAN STREET
HEBER CA 92249

RECEIVED

JAN 23 2014

IMPERIAL COUNTY
ASSESSOR

PARA USO DEL TASADOR	
Received	_____
Approved	_____
Denied	_____
Reason for denial	_____

DESCRIPCIÓN DE LA PROPIEDAD

Número de Parcela 054-605-042-000
Dirección de casa 141 MERIDIAN STREET
HEBER CA 92249

Imprima su número de Seguro Social y nombre

SS

Imprima el número de Seguro Social y nombre de su cónyuge o copropietario si esta propiedad también es su lugar de residencia principal

NOMBRE

SS

NOMBRE: LUZ DELIA N

DECLARACIONES

Esta forma de reclamo se puede utilizar para solicitar Exención para Propietarios de Casas para las Listas de Exención de Tasación de Propietarios, así como para la Lista de Tasación Suplementaria. El nuevo propietario tiene que presentar un reclamo, aunque la propiedad ya esté recibiendo la exención de propietarios de casas. Lea cuidadosamente la información que se le entrega, así como las instrucciones antes de contestar las siguientes preguntas.

1. ¿Cuándo adquirió usted esta propiedad? 06/28/2006/ 07/12/13
(día/mes/año)

2. Fecha en que se mudó a esta propiedad, la cual será su residencia principal (vea instrucciones): _____
(día/mes/año)

3. ¿Usted es dueño/a de otra propiedad que es o era su lugar de residencia principal en California? Sí No
Si sí, porfavor proveer la dirección abajo y la fecha de su mudanza si ya no es su residencia principal:

Dirección: _____
Dirección Ciudad Código Postal Día/Mes/Año

Solamente los dueños o los cónyuges ocupantes de la propiedad descrita anteriormente (incluyendo a un comprador bajo contrato de venta) o su representante legal pueden firmar este reclamo. (Si la propiedad consta de más de una unidad de vivienda, tal vez los otros ocupantes copropietarios deseen presentar reclamos por separado; sin embargo, se concederá una sola exención por unidad de vivienda.)

Si usted compra esta propiedad bajo un contrato de venta que no se ha registrado, y el Tasador no tiene una copia del mismo, deberá adjuntar a este reclamo una copia del contrato.

CERTIFICACIÓN

Certifico (o declaro), bajo pena de perjurio, en conformidad con las leyes del Estado de California, que toda la información anterior, así como la siguiente, incluyendo cualquier declaración o documento adjunto, es completa, correcta y verdadera según mi leal saber y entender.

FIRMA DEL PROPIETARIO-OCUPANTE ▶ <u>Hilda Nieblas Rivas</u>	FECHA <u>11-19-2013</u>
FIRMA DEL CONYUGE DEL OCUPANTE O COPROPIETARIO-OCUPANTE ▶ <u>LUZ DELIA NIEBLAS RIVAS.</u>	FECHA <u>11-19-2013</u>

SI NO HABITA ESTE INMUEBLE COMO SU RESIDENCIA PRINCIPAL, DESCARTE ESTA FORMA.
Si mas adelante ocupa esta inmueble, en ese momento comuníquese con el Tasador.

ESTE DOCUMENTO NO ES SUJETO A LA INSPECCIÓN PÚBLICA

25. BINDING EFFECT.

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

26. GOVERNING LAW.

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of California.


27. ENTIRE AGREEMENT.

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

28. NOTICES.

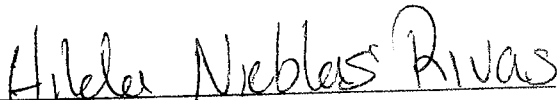
Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the House and if to Landlord, at the address for payment of rent.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.



Jorge Adrian Zamago Felix

Date



Hilda N Rivas - Landlord

Date

INFORMACIÓN GENERAL

Las leyes de California sobre los impuestos prediales establecen dos alternativas por medio de las cuales se pueden conceder exenciones de impuestos prediales a los propietarios, hasta por un valor tasado máximo de \$7,000 dólares:

Alternativa 1: La exención podrá otorgarse al dueño de una vivienda que esté ocupada y sea el lugar principal de su residencia, a partir de las 12:01 a.m., del día 1 de enero de cada año, o

Alternativa 2: La exención podrá otorgarse al dueño de una vivienda que recibirá una Tasación Suplementaria debido a un cambio de propietario o por haber terminado alguna construcción adicional en la finca, a partir del 1 de enero, siempre y cuando,

- (a) El propietario ocupe la propiedad como su residencia principal antes de que transcurran 90 días de haber hecho el cambio de propietario, o de que se haya terminado la construcción adicional, y
- (b) A la propiedad actualmente **no** se le ha concedido la exención de propietario o alguna otra exención sobre la propiedad de mayor valor. Si la propiedad recibe una exención de **menor valor** al que aparece en las listas de registro actuales, se aplicará a la Tasación Suplementaria la diferencia entre estas dos exenciones.

Para ayudar a determinar su residencia principal, considere (1) donde esta registrado para votar, (2) su domicilio en la registración de su vehículo y (3) donde normalmente se regresa después de trabajar. Si después de considera este criterio todavía no esta seguro, escoja el lugar en donde se a pasado la mayor parte de este año.

La solicitud de la exención según la Alternativa 2 se aplicará a la Tasación Suplementaria, si la hubiera, y servirá como solicitud de exención para el (los) siguiente(s) año(s) fiscal(es).

Para obtener la exención, el reclamante debe ser el propietario o copropietario o el comprador cuyo nombre aparezca en el contrato de venta. La vivienda puede ser cualquier lugar de residencia sujeto al pago del impuesto predial; una casa para una sola familia, una estructura que contenga más de una vivienda, un condominio o unidad de un proyecto de vivienda en cooperativa, una casa flotante, una casa prefabricada (casa móvil), un lote de terreno de su propiedad en donde vive en un remolque o casa prefabricada (casa móvil) con licencia del estado, y la cabaña del remolque o de la casa prefabricada (casa móvil). La vivienda no recibirá la exención si está rentada o va a rentarse, si está vacante o nadie la ocupa, o si es una casa secundaria o para las vacaciones del reclamante. Si usted no vive en esta propiedad como su residencia principal, descarte esta forma.

Si se concede la exención al propietario y posteriormente la propiedad no cumple con los requisitos para la exención, será su responsabilidad informar de inmediato al Tasador. La sección 531.6 del Código sobre Ingresos e Impuestos estipula que se aplicará una **multa del 25% agregada al valor no recuperado, si usted no reporta este hecho al Tasador del condado donde se encuentra la propiedad, tan pronto como se entere que la propiedad ya no es elegible para la exención.** Como recordatorio, el cobro de impuestos o copia del mismo que se le envía a más tardar el primero de Noviembre de cada año, deberá ir acompañado de un aviso o notificación concerniente a la inelegibilidad para conceder la exención.

Una vez que se otorgue la exención, permanecerá vigente hasta su vencimiento. Cuando venza, debe obtenerse una nueva forma de reclamo y presentarse en la oficina del tasador, para tener derecho nuevamente a la exención.

PLAZO PARA PRESENTAR SU RECLAMO

Alternativa 1: Se otorgará la exención completa si se presenta el reclamo antes de las 5:00 p.m. del día 15 de febrero. Si lo presenta entre el 16 de febrero y antes de las 5:00 p.m. del 10 de diciembre, se otorgará el 80 por ciento de la exención.

Alternativa 2: Se otorgará la exención completa (hasta la cantidad de la tasación suplementaria), si la hubiera, siempre y cuando la exención completa no esté ya aplicada a la propiedad en la lista normal o en una tasación suplementaria anterior que se haya hecho el mismo año. Para que esto se lleve a cabo, deberá presentar el reclamo antes de las 5:00 p.m., dentro de los 30 días contados a partir de la fecha que aparece en la Notificación de Tasación Suplementaria que se haya expedido como resultado de un cambio de propietario, o que se haya terminado una construcción adicional. Si el reclamo se presenta después de 30 días contados a partir de la fecha de la Notificación de Tasación Suplementaria pero en la fecha (o antes de ella) en que vence el primer pago de impuestos del cobro complementario, se otorgará un 80 por ciento de la exención. Después de esta fecha no podrá hacerse ninguna exención sobre la tasación suplementaria.

INSTRUCCIONES

Si su nombre aparece en la forma y ya ha vendido la propiedad, envíe **de inmediato** la forma al nuevo propietario. Si aparece otro nombre en la forma y usted es ahora el dueño de la propiedad, o comprador sujeto a un contrato de venta, tache el primer nombre y escriba el suyo, o agregue su nombre si usted y la persona cuyo nombre aparece en la forma son copropietarios. Cambie la dirección si es incorrecta. Si cuando recibe la forma está en blanco, escriba su nombre completo y su dirección, incluyendo su zona postal.

DIRECCIÓN DE LA VIVIENDA. Si el número de lote o la descripción legal de la propiedad y la dirección de la vivienda aparecen en la forma, revíselos para asegurarse que estén correctos y de no estarlo, corríjalos. Esta información identifica la vivienda para la cual reclama la exención.

Si la vivienda no tiene dirección, indíquelo. **No escriba un apartado postal como dirección de la vivienda.**

NÚMERO DE TELÉFONO. Anote el número de teléfono donde generalmente se le puede localizar durante el día.

NÚMEROS DEL SEGURO SOCIAL. Anote los números del Seguro Social como se indica. Si usted o su cónyuge no tienen número de Seguro Social, escriba NINGUNO en el espacio correspondiente. Si usted o su cónyuge no tienen número de Seguro Social pero tienen número de Medicare o Medi-Cal, anote ese número.

La divulgación de los números de Seguro Social es obligatoria, conforme a los requisitos de la Sección 218.5 del Código de Ingresos e Impuestos y de la Sección 135 del Título 18 del Código de Reglamentaciones de California. (Vea la Sección 405(c)(2)(C)(i), del Título 42 del Código de los Estados Unidos, el cual autoriza el uso de los números de Seguro Social para fines de identificación en la administración de todos los impuestos.) El Tasador usa los números para verificar la elegibilidad de las personas que hacen el reclamo de exención, y también los usa el Estado para impedir o prevenir que se hagan reclamos múltiples en condados diferentes, así como para verificar la elegibilidad de las personas que reclaman crédito por vivir en casas o apartamentos alquilados. También los utiliza el Departamento de Servicios de Mantenimiento de Hijos a fin de localizar a aquellos padres/madres ausentes, y para localizar propiedades cuyos propietarios sean personas que no han cumplido con sus pagos de manutención de familiares, y por el Departamento de Servicios Sociales del Estado para identificar a propietarios de casas que no se han reportado, si es requerido, a el Departamento de Bienestar del Condado. Si usted no anota su número de Seguro Social como se indica, podría resultar en una demora en el trámite del reclamo o que se niegue la exención. Tal como se establece en la forma de reclamo, los números de Seguro Social que aparecen en la misma no son información que se ofrezca al público.

DECLARACIONES. Conteste las preguntas correspondientes. El Tasador le concederá la(s) exención(es) adecuada(s).

CERTIFICACIÓN. Un tutor, albacea u otro representante legal puede firmar a nombre de una persona incapacitada o que haya fallecido, escribiendo su nombre y la capacidad conferida en el renglón asignado a la firma y, de haber fallecido el propietario, la fecha de su muerte.

Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Luz Delia Nieblas Rivas,

141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
3358454864

Type
Conventional

Property Address: 141 Meridian St
Heber, CA 92249-9509

Your Right to Cancel.

You are entering into a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is August 26, 2016 ;
or
- (2) The date you received your Truth in Lending disclosures;
or
- (3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel. (Please include your loan number and printed name)

If you decide to cancel this transaction, you may do so by notifying us in writing, at:

Mail: Quicken Loans Inc., ATTN: Director of Accounting, 1050 Woodward Ave, Detroit, MI 48226-1906

Fax: Quicken Loans Inc., ATTN: Director of Accounting, (877) 380-7112

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail, you must send the notice no later than midnight of August 30, 2016 (or midnight of the third business day following the latest of the three events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I Wish to Cancel.

Signature

Date

The undersigned each acknowledge receipt of two copies of this *Notice of Right to Cancel* and one copy of the Truth in Lending disclosures.

Each borrower/owner in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective to all borrowers/owners.

Borrower/Owner

LUZ DELIA NIEBLAS RIVAS 08/26/2016
Luz Delia Nieblas Rivas, **Date**

Date

Date

Date



Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Luz Delia Nieblas Rivas,

141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
3358454864

Type
Conventional

Property Address: 141 Meridian St.
Heber, CA 92249-9509

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I Wish to Cancel.

Signature

Date

The undersigned each acknowledge receipt of two copies of this *Notice of Right to Cancel* and one copy of the Truth in Lending disclosures.

Each borrower/owner in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective to all borrowers/owners.

Borrower/Owner

LUZ DELIA NIEBLAS RIVAS 08/26/2016
Luz Delia Nieblas Rivas, **Date**

Date

Date

Date



Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Jorge Adrian Zamago
141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
3358454864

Type
Conventional

Property Address: 141 Meridian St
Heber, CA 92249-9509

Your Right to Cancel.

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If you decide to cancel this transaction, you may do so by notifying us in writing, at:

Mail: Quicken Loans Inc., ATTN: Director of Accounting, 1050 Woodward Ave, Detroit, MI 48226-1906
Fax: Quicken Loans Inc., ATTN: Director of Accounting, (877) 380-7112

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Jorge Adrian Zamago

Date

Date

Date

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Jorge Adrian Zamago **Date**

Date

Date

Date



Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Julio Lomeli

141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
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Julio Lomeli
Julio Lomeli

08/26/2016

Date

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Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Hilda Nieblas Rivas

141 Meridian St
Heber, CA 92249-9509

Date
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Hilda Nieblas Rivas 08/26/2016
Hilda Nieblas Rivas **Date**

Date

Date

Date





August 26, 2016

Hilda Nieblas Rivas
Julio Lomeli
141 Meridian St
Heber, CA 92249-9509

Dear Hilda Nieblas Rivas and Julio Lomeli:

Congratulations! You're ready to close on your home loan from **Quicken Loans!**

Closing Date: 08/26/2016 Closing Time: 07:30 PM
Signing Location: 141 Meridian St, Heber, CA 92249-9509

To make your closing easy, we have prepared the following documents for you:

- A complete closing package for your closing agent to open - please keep this package sealed until your closing agent arrives;
- "Items to be Signed at Closing" describes a few of the important documents you will sign;
- "Frequently Asked Questions" contains information our customers have found helpful in answering their questions;

So here's what happens next...

At the scheduled closing meeting, the closing agent will open their package and review all of the documents with you. The mortgage documents are signed and any monies due are collected. The entire loan closing normally takes 30-45 minutes. That's all there is to it!

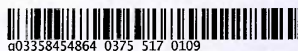
If you have questions that the closing agent cannot answer, they may contact us at **(800) 410-6799**. It's just that easy!

Thank you again for choosing **Quicken Loans** to provide your home financing! We look forward to being of service to you in the years to come!

Sincerely,

Cintha Martinez
Client Care Specialist

Quicken Loans. The easiest way to get a home loan.



3613718516

Frequently Asked Questions
Items to be Signed At Closing

Below is a list of *some* of the items you will sign at your closing, along with a brief description of each item:

Closing Disclosure

This statement breaks down all closing costs and other monies payable at closing in connection with your mortgage loan, including loan fees, points and sums set aside for escrow payments, taxes and insurance. On purchase transactions, Realtor commissions and tax proratations may also be included.

Mortgage Note

This document is your promise to us to repay your loan. It contains many of the important loan terms, such as your loan amount, interest rate, due dates and late charges.

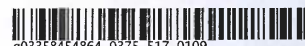
Mortgage / Deed of Trust

This document contains a detailed "legal description" of your property, and confirms that you are pledging the property as collateral for repayment of your loan. The document also sets forth your agreement to keep the property insured, pay all property taxes, and otherwise keep the property in good condition. After closing, the Mortgage/Deed of Trust will be recorded in your county recorder's office and will be a matter of public record. Some Mortgages/Deeds of Trust contain "riders", which are short addendums containing additional terms.



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Frequently Asked Questions About The Closing Process

What is an Annual Percentage Rate (APR)?

The "APR" is the interest rate on your new loan, adjusted upward to account for points and other closing costs. The APR allows homebuyers to compare different types of mortgages based on the total cost (i.e. interest and closing fees) for each loan.

What is a "three-day right to rescind"?

Per Federal law, on refinance transactions, (except for 2nd homes and investment properties), the client has a period of three business days immediately following the closing in which to cancel or "rescind" the closing. The lender cannot complete the loan and distribute any cash proceeds until after the three-day period ends.

What is a Signature Name Affidavit?

A document acknowledging the variations in your name.

What are "escrow accounts"?

These are accounts set up at the time of closing to be utilized by the lender to pay your real estate taxes, homeowners insurance premiums and private mortgage insurance (PMI). A portion of each monthly payment goes into each of these accounts.

How do I keep track of the activity in my escrow account?

Each and every year, the lender undertakes a formal analysis of your escrow account to ensure that the right amounts are being collected. During the analysis the lender will verify your current required payments from your taxing authority or insurance company, and determine whether it's necessary to either increase or decrease the required monthly escrow account. You will receive a copy of the annual analysis.

What is Private Mortgage Insurance?

On certain loans, the lender obtains Private Mortgage Insurance (commonly referred to as "PMI") to provide itself some protection if a client defaults on a loan. The client pays the premium on the PMI. Usually the lender requires PMI when the client chooses to make a small down payment on a purchase transaction or take advantage of the equity in their home. Typically, PMI is required if the loan amount exceeds 80% of the value of the home. For FHA loans, mortgage insurance is almost always required regardless of the amount of down payment.

Can I cancel my Private Mortgage Insurance (PMI)?

For FHA loans, you may have paid an upfront mortgage insurance premium (UFMIP). You may also be charged a monthly mortgage insurance premium. You will pay the monthly premium for either: the first 11 years of the mortgage term, or the end of the mortgage term, whichever occurs first, if your mortgage had an original principal obligation (excluding financed UFMIP) with a loan-to-value (LTV) ratio of less than or equal to 90 percent; or the first 30 years of the mortgage term, or the end of the mortgage term, whichever occurs first, for any mortgage involving an original principal obligation (excluding financed UFMIP) with an LTV greater than 90 percent.



Frequently Asked Questions
Page 2

As for other types of loans, after closing you may request that PMI be removed, and the lender will consider your request. Following are the conditions that may lead a lender to cancel the PMI:

- a. A minimum number of consecutive monthly payments, which can vary from as few as 12 months to as long as 7 years, depending upon the type of loan.
- b. An excellent payment record with no delinquencies within the 12 months preceding your request for cancellation.
- c. A new appraisal from a lender approved FNMA/FHLMC appraiser, certified pursuant to state and/or local requirements (the new appraisal is paid for by the client).
- d. A loan balance below 75-80 % of the property value (if the property is owner occupied); or below 70% of the property value (if property is non-owner occupied).

Your request for cancellation must be in writing. If you feel you have satisfied the cancellation conditions and are eligible to have your PMI cancelled, please write or e-mail our servicing team.

May I obtain an amortization schedule?

For your convenience, Quicken Loans includes an amortization schedule with your closing documents. The table shows how your monthly payment will be applied to reduce the amount of interest and any principal that you owe for that month. It will also show the remaining principal balance owed after each payment is made.

If I make a large principal payment, can my monthly payment be lowered?

On adjustable rate mortgages (ARM's), the lower principal balance is taken in to account at the next adjustment period which may result in a lower monthly payment.

Additional payments on fixed rate mortgages will be applied directly to the principal balance of your loan. It will not reduce the amount of your required monthly payment.

Additional payments on fixed rate, interest only mortgages will be applied directly to the principal balance of your loan. Principal payments during the interest only period will reduce the amount of your required monthly interest payment for the remainder of the interest only period. Principal payments during the period when the payment consists of principal and interest will not reduce the amount of your monthly payment.

What are the components of my payment?

A traditional mortgage payment consists of primarily Principal and Interest, but may also include taxes, homeowners insurance, flood insurance, hurricane insurance, etc. This is commonly referred to as P.I.T.I. (Principal, Interest, Taxes, and Insurance). If you choose an interest only mortgage, the initial mortgage payment will only consist of interest. You may also be required to pay PMI on a monthly basis.

Will I receive a coupon book?

No. Quicken Loans provides each client a monthly loan statement providing you with important account information. Please save your monthly loan statement for future reference. Your first statement should arrive within two weeks of your first payment due date. If you would like to make a payment early, send payment to:

Quicken Loans Inc.
P.O. Box 6577
Carol Stream, IL 60197





q03358454864 0819 503 0303

Frequently Asked Questions
Page 3

Can I overnight my payment to you?

Yes, you may send your payment to:

Quicken Loans Inc.
131 Dearborn, 6th Floor
Chicago, IL 60603
ATTN: Servicing Team
(800) 508-0944 M-F 8:30am to 9:00pm ET and Sat. 10:00am to 4:00pm ET

After closing, how do I know if you received my last payment?

The monthly billing statement provides detailed information regarding your loan, such as the date your last payment was received.

What if I don't make my payment on time?

Payments are typically due on the first of each month. However, we do offer you a 15-day grace period before late charges are assessed. If your payment is not received by the last business day of the month, you may risk being reported to the credit agencies.

What if my mortgage is assigned to a new lender?

In most instances, Quicken Loans transfers its loans to companies with whom we have a very close relationship and who share our customer service philosophy. This transfer will not affect your interest rate or other loan terms. You will receive prior written notification of any such transfer, and you will be asked to make your future payments to this company, (known as a "Loan Servicer"). Of course, if you ever have a problem with the new loan servicer, you can contact us at (800) 508-0944 M-F 8:30am to 9:00pm ET and Sat. 10:00am to 4:00pm ET, and we will help you.

What happens if I receive a tax bill after closing?

For loans without an escrow account, you are responsible for the timely payments of both taxes and insurance.

If taxes are included in your monthly payment and you receive a tax bill, mail the document to:

Quicken Loans Inc.
1050 Woodward Avenue
Detroit, MI 48226
Attn: Servicing Team

Who may I call with questions or concerns about my loan?

You can contact us at Help@quickenloans.com or (800) 508-0944
M-F 8:30 am to 9:00 pm ET and Sat. 10:00 am to 4:00 pm ET.

How can I be sure my information is not accessible to others?

Questions regarding the Quicken Loans privacy policies are available online at our website, www.quickenloans.com. Or you may call client relations at (800) 508-0944 or you may email us at Help@quickenloans.com.



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Congratulations on closing your new loan! Here is some important information about your new monthly payment.

MONTHLY PAYMENT SUMMARY

Your first payment is due October 1, 2016

Your Loan Information:

Loan # 3358454864
Property Address: 141 Meridian St
Heber, CA 92249-9509
Interest Rate at Closing: 3.875%
Total Payments: 360
Total Loan Amount: \$208,534.00

Payment Breakdown:

Principal and Interest: \$980.61
Homeowners Insurance: \$97.68
Tax Escrow: \$312.01

Total Monthly Payment: \$1,390.30

WHAT'S NEXT?

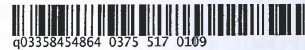
Your first monthly statement should arrive within the next few weeks. Your first payment is due on 10/01/2016

For your convenience we provide the following Quick and Easy Pay Options:

- Pay online at MyQuickenLoans.com
- Use our **automatic pay-by-phone** 24 hour service at (800) 508-0944, Option 1.
- Call: (800) 508-0944, Option 3 Monday-Friday 8:30am to 9:00pm ET and Saturday 10:00am to 4:00pm ET, to speak with a client advocate.
- Send a check payable to: Quicken Loans Inc.
P.O. Box 6577
Carol Stream, IL 60197

In some instances, Quicken Loans Inc. transfers its loans to companies with whom we have a very close relationship to collect your monthly payments. This will not affect your interest rate or other loan terms. You will be notified 15 days prior to us transferring your loan. We recommend that you do not establish your personal online bill pay with your bank until you receive notice from us or one of our servicing partners where to send your monthly payment.

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3613718516

Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Hilda Nieblas Rivas

141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
3358454864

Type
Conventional

Property Address: 141 Meridian St
Heber, CA 92249-9509

Your Right to Cancel.

You are entering into a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is August 26, 2016 ;
or
- (2) The date you received your Truth in Lending disclosures;
or
- (3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel. (Please include your loan number and printed name)

If you decide to cancel this transaction, you may do so by notifying us in writing, at:

Mail: Quicken Loans Inc., ATTN: Director of Accounting, 1050 Woodward Ave, Detroit, MI 48226-1906
Fax: Quicken Loans Inc., ATTN: Director of Accounting, (877) 380-7112

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail, you must send the notice no later than midnight of August 30, 2016 (or midnight of the third business day following the latest of the three events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I Wish to Cancel.

Signature

Date

The undersigned each acknowledge receipt of two copies of this *Notice of Right to Cancel* and one copy of the Truth in Lending disclosures.

Each borrower/owner in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective to all borrowers/owners.

Borrower/Owner

Hilda Nieblas Rivas _____ 08/26/2016 _____
Date **Date**

Date **Date**

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Notice of Right to Cancel
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Page 1 of 1



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PL000232

Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Julio Lomeli
141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
3358454864

Type
Conventional

Property Address: 141 Meridian St
Heber, CA 92249-9509

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I Wish to Cancel.

Signature

Date

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Borrower/Owner

Julio Lomeli

08/26/2016

Date

Date

Date

Date

3613718501
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Page 1 of 1

3613718516



PL000233

Notice of Right to Cancel

Lender Quicken Loans Inc. 1050 Woodward Ave Detroit, MI 48226-1906	Borrower/Owner Luz Delia Nieblas Rivas, 141 Meridian St Heber, CA 92249-9509	Date August 26, 2016 Loan Number 3358454864 Type Conventional
--	--	---

Property Address: 141 Meridian St
Heber, CA 92249-9509

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I Wish to Cancel.

Signature

Date

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Borrower/Owner

Luz Delia Nieblas Rivas. 08/26/2016 **Date** **Date**

Date **Date**

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Notice of Right to Cancel
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3613718516

PL000234

Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Jorge Adrian Zamago
141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
3358454864

Type
Conventional

Property Address: 141 Meridian St
Heber, CA 92249-9509

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Signature

Date

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Borrower/Owner

Jorge Adrian Zamago
Date

08/26/2016

Date

Date

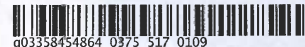
Date

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Page 1 of 1



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PL000235

Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Hilda Nieblas Rivas

141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
3358454864

Type
Conventional

Property Address: 141 Meridian St
Heber, CA 92249-9509

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I Wish to Cancel.

Signature

Date

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Each borrower/owner in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective to all borrowers/owners.

Borrower/Owner

Hilda Nieblas Rivas

08/26/2016

Date

Date

3613718504

Notice of Right to Cancel
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Page 1 of 1



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PL000236

Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Julio Lomeli
141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
3358454864

Type
Conventional

Property Address: 141 Meridian St
Heber, CA 92249-9509

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Borrower/Owner

Julio Lomeli

08/26/2016

Date

Date

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Notice of Right to Cancel
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Page 1 of 1



3613718516

PL000237

Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Hilda Nieblas Rivas
141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
3358454864

Type
Conventional

Property Address: 141 Meridian St
Heber, CA 92249-9509

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Borrower/Owner

Hilda Nieblas Rivas _____
08/26/2016 **Date**

Date

Date

Date

3613718511
Notice of Right to Cancel
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Page 1 of 1

3613718516



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Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Julio Lomeli
141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
3358454864

Type
Conventional

Property Address: 141 Meridian St
Heber, CA 92249-9509

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Date _____

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Borrower/Owner

Julio Lomeli _____

08/26/2016

Date

Date

Date

Date

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Notice of Right to Cancel
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Page 1 of 1

3613718516



q03358454864 0375 517 0109

PL000239

Notice of Right to Cancel

Lender
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Borrower/Owner
Luz Delia Nieblas Rivas.
141 Meridian St
Heber, CA 92249-9509

Date
August 26, 2016

Loan Number
3358454864

Type
Conventional

Property Address: 141 Meridian St
Heber, CA 92249-9509

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Signature

Date

The undersigned each acknowledge receipt of two copies of this *Notice of Right to Cancel* and one copy of the Truth in Lending disclosures.

Each borrower/owner in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective to all borrowers/owners.

Borrower/Owner

Luz Delia Nieblas Rivas, **Date** 08/26/2016

Date

Date

Date

3613718514
Notice of Right to Cancel
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Wolters Kluwer Financial Services © 1992, 2011



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VMP64 (1512).00
Page 1 of 1



q03358454864 0375 517 0109

3613718516

PL000240

Notice of Right to Cancel

Lender Quicken Loans Inc. 1050 Woodward Ave Detroit, MI 48226-1906	Borrower/Owner Jorge Adrian Zamago 141 Meridian St Heber, CA 92249-9509	Date August 26, 2016 Loan Number 3358454864 Type Conventional
--	---	---

Property Address: 141 Meridian St
Heber, CA 92249-9509

Your Right to Cancel.

You are entering into a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is August 26, 2016 ;
or
- (2) The date you received your Truth in Lending disclosures;
or
- (3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel. (Please include your loan number and printed name)

If you decide to cancel this transaction, you may do so by notifying us in writing, at:

Mail: Quicken Loans Inc., ATTN: Director of Accounting, 1050 Woodward Ave, Detroit, MI 48226-1906
Fax: Quicken Loans Inc., ATTN: Director of Accounting, (877) 380-7112

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail, you must send the notice no later than midnight of August 30, 2016 (or midnight of the third business day following the latest of the three events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I Wish to Cancel.

Signature _____

Date _____

The undersigned each acknowledge receipt of two copies of this *Notice of Right to Cancel* and one copy of the Truth in Lending disclosures.

Each borrower/owner in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective to all borrowers/owners.

Borrower/Owner

Jorge Adrian Zamago _____ 08/26/2016 _____
Date Date

Date Date

3613718515
Notice of Right to Cancel
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VMP64 (1512).00
Page 1 of 1

3613718516



PL000241

Loan #: 3358454864
Client: Hilda Nieblas Rivas
Julio Lomeli

Mortgage Banker: Beatriz E Dena
Closing Agent: TSI Title Company of Calif

Date: August 26, 2016

To assist us in providing an excellent customer experience, please provide us with your feedback.

1. How likely is it that you would recommend Quicken Loans to a friend or colleague?

Not At All Likely
1 2 3 4 5 6 7 8 9 10
Extremely Likely

2. Please rate the overall service provided by your Mortgage Banker, Beatriz E Dena:

*Your Mortgage Banker was the team member that gathered your income, asset, and credit information. Then based on your needs and goals, he/she advised you of the loan options available to you. Your Mortgage Banker will also be your main point of contact for future transactions and he/she will manage your mortgage for life.

Poor 1 Below Average 2 Average 3 Above Average 4 Excellent 5

3. Please rate the overall service provided by your Client Care Specialist, Cinthya Martinez:

Your Client Care Specialist was the team member who answered your questions throughout the mortgage process, obtained additional documentation needed and walked you through the steps needed to close the loan.

Poor 1 Below Average 2 Average 3 Above Average 4 Excellent 5

4. Please share any additional comments or suggestions that you have regarding your experience with Quicken Loans and describe how well we met your expectations:

5. Do you have a specific friend, relative or colleague who may be interested in our services or want to review their options?

If Yes, you may provide their contact information below (name, phone number with area code or email address) or we will have your Mortgage Banker contact you for more information:

6. Please Tell Others About Your Quicken Loans Experience!

By checking this box, I grant Quicken Loans permission to publish my responses on quickenloansreviews.com and share them with other Quicken Loans clients.

Thanks again for allowing us to provide your home financing. We are committed to being your lender for life and are always available to answer any mortgage-related questions. We look forward to talking with you again soon.

3613718516





SIGNATURE/NAME AFFIDAVIT

DATE: August 26, 2016
LOAN #: 3358454864
BORROWER: Hilda Nieblas Rivas

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW.
(This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

Hilda Nieblas Rivas
(Print or Type Name) Signature

N/A
(Print or Type Name) Signature

N/A
(Print or Type Name) Signature

N/A
(Print or Type Name) Signature

(If applicable, complete the following.)

I AM ALSO KNOWN AS:

Hilda Nieblas Rivas
(Print or Type Name) Signature

N/A
(Print or Type Name) Signature

N/A
(Print or Type Name) Signature

N/A
(Print or Type Name) Signature

and that Hilda Nieblas Rivas, and Hilda Nieblas Rivas are one
and the same person.

State of
County of

Subscribed and sworn (affirmed) before me
this 26th day of August, 2016

Notary Public in and for
the State of
County of
My Commission Expires:

VMP-304 (9606)

VMP MORTGAGE FORMS - (800)521-7291

6/96





SIGNATURE/NAME AFFIDAVIT

DATE: August 26, 2016
LOAN #: 3358454864
BORROWER: Luz Delia Nieblas Rivas

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW.
(This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

Luz Delia Nieblas Rivas _____
(Print or Type Name) Signature

(Print or Type Name) Signature

(Print or Type Name) Signature

(Print or Type Name) Signature

(If applicable, complete the following.)

I AM ALSO KNOWN AS:

N/A _____
(Print or Type Name) Signature

N/A _____
(Print or Type Name) Signature

N/A _____
(Print or Type Name) Signature

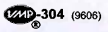
N/A _____
(Print or Type Name) Signature

and that Luz Delia Nieblas Rivas _____ are one
and the same person.

State of _____
County of _____

Subscribed and sworn (affirmed) before me
this 26th day of August, 2016

Notary Public in and for
the State of _____
County of _____
My Commission Expires: _____



VMP MORTGAGE FORMS - (800)521-7291

6/96





SIGNATURE/NAME AFFIDAVIT

DATE: August 26, 2016
LOAN #: 3358454864
BORROWER: Jorge Adrian Zamago

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW.
(This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

Jorge Adrian Zamago
(Print or Type Name) _____ Signature _____

(Print or Type Name) _____ Signature _____

(Print or Type Name) _____ Signature _____

(Print or Type Name) _____ Signature _____

(If applicable, complete the following.)

I AM ALSO KNOWN AS:

N/A
(Print or Type Name) _____ Signature _____

N/A
(Print or Type Name) _____ Signature _____

N/A
(Print or Type Name) _____ Signature _____

N/A
(Print or Type Name) _____ Signature _____

and that Jorge Adrian Zamago _____ are one
and the same person.

State of _____
County of _____

Subscribed and sworn (affirmed) before me
this 26th day of August, 2016

Notary Public in and for
the State of
County of
My Commission Expires:



Additional Borrowers and Addresses

Julio Lomeli
141 Meridian St, Heber, CA 92249-9509



q03358454864 2342 523 0606

PL000246



**FIRST LIEN MORTGAGE
30 YEAR - FIXED RATE LOAN
(FULLY AMORTIZING)**

3358454864

Borrower(s): Hilda Nieblas Rivas
Julio Lomeli

Date: 08/19/16

Property Address: 141 Meridian St
Heber, CA 92249-9509

Following is a description of the features of the loan program for which you have applied. Information about other loan programs is available upon request. This is not a contract or commitment to extend credit. All applications are subject to normal credit review policies and procedures.

How Your Loan Works

INTEREST RATE

The interest rate for this loan program is fixed for the entire term of the loan. Your rate will never change.

LOAN TERM

Your loan will be for 30 years.

PAYMENT SCHEDULE

You will make 360 equal monthly payments consisting of principal and interest. Your loan program may also require that you make monthly escrow payments for your taxes and insurance or private mortgage insurance.

PREPAYMENT

You may prepay your loan at any time without penalty.



INTEREST RATE DISCLOSURE - (Locked Rate Version)

Borrower(s): Hilda Nieblas Rivas and Julio Lomeli

Date: August 19, 2016

Property Address: 141 Meridian St
Heber, CA 92249-9509

Loan Program: 30 yr Fixed

Mortgage Type/Term: 360 mos

Escrow/Impound Account: Yes XXX No _____**DISCLOSURE**

You have applied for a mortgage loan from Quicken Loans Inc. ("Lender"). This document discloses your locked interest rate and any loan discount fee that you may have elected to pay. Please note, any references to interest rates and loan discount fees in other application documents such as your Loan Estimate are only estimates.

Lender will begin processing your application (which may include ordering an appraisal, credit report, title commitment and other necessary items) immediately upon the submission of your application and deposit. You agree to cooperate in the application process (including submitting all required documentation in a timely manner) and if needed, to help get the information Lender needs from third parties such as your bank, employer, current mortgage company, etc. In addition, you agree to notify Lender of any changes in any information submitted in connection with your application.

Lender's objective is to have your application fully processed and closed on or before the lock expiration date and/or anticipated closing date. However, please note that some parts of this process aren't under Lender's control. For instance, Lender can't be responsible for delays in loan approval or closing due to the following: the untimely receipt of an acceptable appraisal; the untimely receipt of required documentation; your existing home not selling; matters disclosed by a title commitment or survey; any other matters beyond Lender's reasonable control.

INTEREST RATE LOCK AGREEMENT

You have chosen to "Lock" your interest rate at: 3.875 %
With a loan discount fee of 0.750 % (\$ 1,564.01)
Your Loan Amount is: \$ 208,534.00
Lock Expiration Date: 09/02/2016

You have requested that the above interest rate and loan discount fee (if any) be locked from the date of this Interest Rate Disclosure until the Lock Expiration Date. Locking an interest rate means your rate is protected from market changes until the closing of your loan or until your Locked Expiration Date - whichever comes first.

Lender will honor these terms if (1) Lender receives the items requested in the application documents by N/A and (2) your application is approved and your loan is closed on or before your Lock Expiration Date. Please be aware that if Lender does not receive the requested items by N/A, your locked rate will automatically expire.

It's possible that Lender's interest rates may fall between the date of this Interest Rate Disclosure and your Lock Expiration Date. If this happens, you're still required to close at your locked rate. If for any reason you can't close on or before your Lock Expiration Date, you'll be required to close at the **higher** of your locked rate or Lender's then current rate.

Your locked rate is valid only for the above property address, loan amount and loan program. If you choose to purchase or refinance a different property, switch loan programs, change your point structure, extend your lock or change your loan amount, you must re-lock at the **higher** of your original locked rate or Lender's then current rate. Please be aware that your interest rate lock may be subject to change if any of these loan factors change.

LOCK-IN EXTENSION: Your interest rate lock guaranteeing 3.875 % will expire on 09/02/2016. If your loan does not close on or before 09/02/2016, the interest rate lock will need to be extended in order to maintain your chosen interest rate. You should speak to Lender about the rate lock extension process. There may be a fee associated with an extension. Always ask Lender how much that fee is and who is responsible for paying for it.

INTEREST RATE LOCKED AT: 3.875 %

NEITHER THIS AGREEMENT NOR THE LOCKING OF AN INTEREST RATE IS A COMMITMENT TO LEND BY LENDER OR AN UNDERWRITING APPROVAL OF YOUR LOAN APPLICATION.

By signing below, you acknowledge your understanding and agreement with the terms as stated herein.


Lender Representative Beatriz E Dena

Hilda Nieblas Rivas Date 08/26/2016

Julio Lomeli Date 08/26/2016

Date

Date



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PL000248

3358454864

FIRST LIEN LETTER

August 31, 2016

Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

RE: Title File Number: 61947096
Lender Loan Number: 3358454864
Property Address: 141 Meridian St
Heber, CA 92249-9509
Mortgage Amount: \$208,534
Buyer(s): Hilda Nieblas AKA Hilda Nieblas Rivas and Julio
Lomeli, wife and husband and Luz Delia Nieblas
Rivas, a married woman and Jorge Adrian Zamago, her
husband

To whom it may concern:

In connection with the above-captioned property, we wish to advise you that the loan has closed and all mortgage proceeds have completely disbursed. All taxes and special assessments due and payable at the time of closing have been paid in full.

We will proceed to issue our standard ALTA Loan Policy insuring your mortgage as a first lien subject to the terms and conditions contained in the policy and subject to all special exceptions indicated in our title commitment.

Very truly yours,

TSI Title Company of California, Inc.



MERS MIN: 100039033584548642

Note

3358454864
Nieblas Rivas, Hilda

August 26, 2016
[Date]

Heber
[City]

CA
[State]

141 Meridian St
Heber, CA 92249-9509
[Property Address]

1. Borrower's Promise to Pay

In return for a loan that I have received, I promise to pay U.S. \$ 208,534.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Quicken Loans Inc.

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

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

2. Interest

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.875%.

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

3. Payments

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on October 1, 2016. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2046, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 6577, Carol Stream, IL 60197
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 980.61

4. Borrower's Right to Prepay

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

3613718716

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

Form 3200 1/01
VMP5N (1302).01
Page 1 of 3



q03358454864 0140 540 0103

PL000251

5. Loan Charges

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

6. Borrower's Failure to Pay as Required

(A) Late Charge for Overdue Payments

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

I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. Giving of Notices

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

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

8. Obligations of Persons Under this Note

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



9. Waivers

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

10. Uniform Secured Note

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

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

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

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

08/26/2016 (Seal)
Hilda Nieblas Rivas AKA Hilda Nieblas Rivas -Borrower

08/26/2016 (Seal)
Julio Lomeli -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Refer to the attached *Signature Addendum* for additional parties and signatures.

Loan origination organization Quicken Loans Inc.
NMLS ID 3030
Loan originator Beatriz E Dena
NMLS ID 1295246



Recording Requested By:
See 'Return To:' name

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

Prepared By: Rosario Soto
1050 Woodward Ave
Detroit, MI 48226-1906
(313)373-0000

61947096

Deed of Trust

3358454864

MIN: 100039033584548642

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 August 26, 2016, together with all Riders to this document.

(B) **"Borrower"** is Hilda Nieblas AKA Hilda Nieblas Rivas and Julio Lomeli, wife and husband and Luz Delia Nieblas Rivas, a married woman and Jorge Adrian Zamago, her husband

Borrower's address is 141 Meridian St, Heber, CA 92249-9509

Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is Quicken Loans Inc.

Lender is a Corporation
organized and existing under the laws of the State of Michigan
Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
Bankers Systems™ VMP ©
Wolters Kluwer Financial Services

3613718721



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VMP6A(CA) (1509).00
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PL000255

- (D) "Trustee" is Michael Lyon
- (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 August 26, 2016. The Note states that Borrower owes Lender Two Hundred Eight Thousand Five Hundred Thirty Four and 00/100 Dollars (U.S. \$ 208,534.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2046.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify]
Legal Attached |
- (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Escrow Items" means those items that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part



Parcel ID Number:
141 Meridian St

054605042000

Heber

which currently has the address of
(Street)
(City), California 92249-9509 (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 of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately



prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

- 3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in



accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that



notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration



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

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

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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



8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in



full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such



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

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

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

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

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

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



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

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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



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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to



pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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



of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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



permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

- 23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.
- 24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.
- 25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.



The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

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.

08/26/2016 (Seal)
Hilda Nieblas Rivas AKA Hilda Nieblas Rivas -Borrower

08/26/2016 (Seal)
Julio Lomeli -Borrower

08/26/2016 (Seal)
Luz Delia Nieblas Rivas -Borrower

08/26/2016 (Seal)
Jorge Adrian Zamago -Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Imperial

On August 26, 2016, before me

Notary Public, personally appeared Hilda Nieblas AKA Hilda Nieblas Rivas and Julio Lomeli, wife and husband and Luz Delia Nieblas Rivas, a married woman and Jorge Adrian Zamago, her husband

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Loan Origination Organization Quicken Loans Inc.

NMLS ID: 3030

Loan Originator Beatriz E Dena

NMLS ID: 1295246

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
Bankers Systems™ VMP®
Wolters Kluwer Financial Services

Form 3005 1/01
VMP6A(CA) (1509).00
Page 18 of 18



PL000272

Date: August 19, 2016
Loan Number: 3358454864
Borrower(s): Hilda Nieblas Rivas
Julio Lomeli

Property Address: 141 Meridian St
City, State, Zip: Heber, CA 92249-9509

CALIFORNIA IMPOUND DISCLOSURE/WAIVER

For convenience, an impound account may be established on the Borrower(s) behalf with the Lender, for the payment of property taxes and hazard insurance premiums. The Lender will pay 2.000 % simple interest on money deposited into the impound account, if required by applicable law.

The Lender may require an impound account if:

- 1) required by state or federal regulatory authority;
- 2) the loan is made, guaranteed or insured by a state or federal governmental lending or insuring agency (i.e., VA or FHA);
- 3) the Borrower(s) fails to pay two consecutive tax installments prior to the delinquency date;
- 4) the original principal amount of the loan is 90 percent or more of the sales price or appraised value;
- 5) there are two or more loans secured by the subject property, the combined principal amount of which exceeds 80 percent of the appraised value.

If the Lender does not require an impound account, the Borrower(s) may still elect to establish an impound account. The Borrower(s) should register their choice by placing an "X" below, and acknowledges this option is available at the time of application and can be changed no more than once annually.

I/We (the "Borrower(s)") request that my/our tax(es) and/or insurance(s) escrow/impound accounts be collected.

I/We (the "Borrower(s)") choose not to have an impound account established in connection with this loan.

If an escrow account is not established the Borrower(s) will assume full responsibility for the timely payment of tax(es) and/or insurance premiums for the property referenced herein, and agree to provide proof of such payment upon the Lender's request. The Borrower(s) failure to make two consecutive tax installments prior to the delinquency date will result in a revocation of this agreement, and the establishment of an escrow/impound account to be administered by the Lender will be mandatory.

The undersigned hereby acknowledge receipt and understanding of this disclosure.

Borrower Hilda Nieblas Rivas 08/26/2016 Date

Borrower Julio Lomeli 08/26/2016 Date

Borrower _____ Date _____
Lender Representative Michael Lyon 08/19/16 Date

Borrower _____ Date _____



TSI Title Company
of California, Inc.



17785 Center Court Drive, Suite 760
Cerritos, California 90703
Phone: (562) 356-0712 Fax: (562) 356-0720

Property Address 141 Meridian St
Heber, CA 92249-9509
Loan No. 3358454864

Escrow No. 61947096
Date: August 26, 2016

Loan Escrow Closing Instructions

This underwritten title company (UTC) is licensed by the Department of Insurance. UTC License No. U3124-5.

On of before August 31, 2016 I/we will hand or cause to be handed you the proceeds of a new loan to be obtained by me/us in the amount of \$ 208,534.00

Escrow holder is hereby authorized and instructed to disburse the funds as handed you in accordance with the Lenders Closing Instructions.

Additional Instructions:

- A) Escrow holder is hereby authorized and instructed to obtain demand(s) and reconveyance(s) of any existing encumbrance(s) not remaining of record, based on the demand(s) deposited herein. Escrow holder is further authorized and instructed to pay unsecured debts based on the Lender's Closing Instructions and/or the pre Settlement Statement (HUD-1A) executed by Client/Borrower from funds deposited herein, without further written approval and without liability for the accuracy thereof.
- B) Client/Borrower shall provide property insurance, as required by the lender.
- C) Client/Borrower's execution of the lender's loan documents shall constitute full approval of all terms and conditions therein contained.
- D) Client/Borrower is aware that a charge of \$20.00 will be assessed on any outgoing wire transfer(s) of funds. Escrow holder is hereby authorized and instructed to deduct same from funds due Client/Borrower at the close hereof.
- E) In the event loan proceeds are not sufficient to pay all loans, secured or unsecured, as set forth in the Lenders' Closing Instructions and/or costs and charges incurred in connection with this transaction, Client/Borrower will deposit or cause to be deposited herein funds to cover any shortage(s). In the event Client/Borrower is obtaining more than one loan from Quicken Loans Inc., i.e. a Home Equity Line of Credit or Conventional First or Second loan secured by a Deed of Trust, concurrently with the loan set forth herein, Client/Borrower hereby authorizes escrow holder to transfer and/or receive funds, as may be necessary for the payment of the loans, cost and/or charges from or to the concurrent loan escrow, without further written approval.
- F) In the event the conditions of this escrow have not been complied with on or before the closing date as set forth above, Escrow holder is instructed to complete same at the earliest date possible thereafter, unless instructed to return the monies and/or documents deposited herein. Upon escrow holder's receipt of instructions for the return of said monies and/or documents, escrow holder shall immediately return same and this escrow shall be deemed terminated.
- G) All disbursements shall be made by check of TSI Title Company of California, Inc. Disbursements are to be made based on the Lender's Closing Instructions and/or pre Settlement Statement (HUD-1A) executed by the Client/Borrower with the lenders loan documents. Any and all adjustments, including but not limited to the adjustment for any lender paid closing costs, to the disbursements amounts shown on the Lender's Closing Instructions and/or pre Settlement Statement shall be set forth in the final Settlement Statement issued by TSI Title Company of California, at the close hereof.
- H) Escrow holder is hereby authorized to disburse loan proceeds per executed Loan Proceeds Delivery Instructions document without further written approval.
- I) **Client/Borrower is aware that Quicken Loans Inc., Title Source, Inc., TSI Title Company of California, Inc., and TSI Escrow, Inc. are affiliated companies by virtue of the same parent corporation.**
- J) Escrow holder is hereby authorized and instructed to record all executed deeds and/or affidavits handed to Escrow Holder without further approval thereof. Escrow holder shall be held harmless for any consideration due, unless instructed to pay such consideration by the grantors and/or grantees therein. Escrow Holder shall be held harmless for any reassessment of property taxes or transfer taxes that may be incurred because of said recordation of deeds and/or affidavits.

The Client/Borrower(s) acknowledge that they have read and hereby approve these instructions.

08/26/2016
Hilda Nieblas Rivas AKA Hilda Nieblas Rivas

08/26/2016
Julio Lomeli

Borrower

Borrower

Title Company Client Acknowledgement

State of: **CA**
County of: **Imperial**

Title Company: **TSI Title Company of California, Inc.**
Title File Number: **61947096**

INDEMNITY: I/WE AGREE TO PAY TO THE LENDER AND/OR TITLE INSURANCE UNDERWRITER THAT ISSUES THE TITLE INSURANCE POLICY INSURING THIS LOAN TRANSACTION, THEIR SUCCESSORS AND/OR ASSIGNS, ANY AND ALL LIENS, CLAIMS AND COSTS THAT ARE CURRENTLY AGAINST THE PROPERTY DESCRIBED BELOW OR THAT MAY BE PLACED UPON THE PROPERTY THROUGH MY/OUR ACTION(S) PRIOR TO THE CLOSING OF THIS TRANSACTION AND RECORDING OF THE DEED AND/OR MORTGAGE.

The undersigned, hereby acknowledge the following:

- 1. That they are the true and lawful owners in fee of the following:

Land situated in the City of Heber, Imperial County, CA.

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

- 2. That no other person(s) have any interest and title, in equity or otherwise, in and to said premises unless hereinafter stated, and that the undersigned is not holding title for another in fulfillment of any trust or agreement or for the benefit of any other person, firm or corporation.
- 3. That no improvements or alterations have been made to the said premises within the past four months and that no claims of laborers or material men remain unpaid and that no material incorporated into the premises is subject to any security interest.
- 4. That the premises are in the possession of Hilda Nieblas AKA Hilda Nieblas Rivas and Julio Lomeli, wife and husband and Luz Delia Nieblas Rivas, a married woman and Jorge Adrian Zamago, her husband , and to the best of the undersigned knowledge, no claims have been asserted by other parties as to the premises, and no dispute exists between the undersigned and others concerning the title to the premises or the boundary lines of the same nor as to the location of the improvements upon the premises or the adjoining, and that applicable building and use restrictions are not being violated.
- 5. That the undersigned is over the age of eighteen (18) years.
- 6. That no proceeding in bankruptcy or receivership have been instituted by or against the undersigned which are now pending, nor have the undersigned made any assignment for the benefit of creditors which is in effect as to the said premises.
- 7. That the undersigned know of no lien(s), tax suit or pending suits by other governing bodies, federal or state, of any kind or nature which now constitutes a charge on the said premises.

- 8. That there are no outstanding home improvement loans, mortgages, deeds of trust, or equity lines of credit, recorded or unrecorded, except as follows:

Lender Name: DITECH FINANCIAL LLC Lien Amount: _____
Lender Name: CALHFA Lien Amount: _____
Lender Name: CALHFA Lien Amount: _____



- 9. That this affidavit is made for the purpose of inducing TSI Title Company of California, Inc. to issue its title policy covering the said premises.

Acknowledged this 26th day of August, 2016.

Date: 08/26/2016
Hilda Nieblas Rivas Date

Date: 08/26/2016
Julio Lomeli Date

Date: 08/26/2016
Luz Delia Nieblas Rivas Date

Date: 08/26/2016
Jorge Adrian Zamago Date



3358454864

File No.: 61947096 Print Date: 08/19/16 Settlement Location: 141 Meridian St Heber, CA 92249-9509	TSI Title Company of California, Inc. 17785 Center Court Dr., Ste. 760 Cerritos, CA 90703
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Property Address: 141 Meridian St Heber, CA 92249-9509 Lender: Quicken Loans Inc. Borrower: Hilda Nieblas Rivas and Julio Lomeli Settlement Date: 08/26/16 Disbursement Date: 08/31/16
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Financial

Loan Amount

Debit Borrower Credit

Loan Charges to Quicken Loans Inc.

Underwriting Fee
Processing Fee (\$610.20)
Loan Discount Fee
Prepaid Interest \$22.45 per day from 08/31/16 to 09/01/16

Other Loan Charges

Credit Report to Equifax Mortgage Solutions
Flood Life of Loan Coverage to CoreLogic Flood Services
Flood Determination Fee to CoreLogic Flood Services
Tax Certification Fee to Title Source, Inc.
Life of Loan Tax Service to First American Real Estate Tax Service
FNMA Property Inspection Waiver Fee to Fannie Mae(FNMA)
Credit Monitoring Service to Equifax Information Services, LLC

Impounds

Homeowner's Insurance 5 mo @ \$97.68/mo
County Taxes 8 mo @ \$312.01/mo
Aggregate Adjustment

Title Charges & Escrow / Settlement Charges

Settlement or Closing Fee to TSI Title Company of California, Inc.
Loan Policy of Title Insurance (\$208,534.00) to TSI Title Company of California,
Express Mail/Courier Fee to TSI Title Company of California, Inc.



3358454864

Government Recording and Transfer Charges

Recording Fee-Mortgage to Imperial County Clerk/Recorder
Recording Fee-Other to Imperial County Clerk/Recorder (\$22.20)

Payoff(s)

DITECH FINANCIAL LLC

SubTotals

Due To Borrower

Totals

Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement. We/I authorize TSI Title Company of California, Inc. to cause the funds to be disbursed in accordance with this statement.

BORROWER(S):

Hilda Nieblas Rivas

Julio Lomeli



LOAN DISBURSEMENT ACKNOWLEDGMENT

Borrower(s): Hilda Nieblas Rivas and Julio Lomeli

Loan Number: 3358454864

Property Address: 141 Meridian St
Heber, CA 92249-9509

The loan you are obtaining is (at least in part) a debt consolidation loan. This means that you have requested this loan in order to have certain debts, accounts and/or certain mortgage loan(s) or liens already existing on your property paid out of the proceeds of this loan. The approval and closing of your loan is conditioned on you paying those creditors/debts in the amounts referenced on the schedule of debts/accounts to be paid and on your Closing Disclosure. You may also be required to close certain accounts as a condition of obtaining this loan.

Please read the following information thoroughly:

- ◆ In preparing your closing papers, Quicken Loans Inc. ("Lender") is relying on information provided by you and your creditors in determining the amounts to be paid to your creditors. Additional proof of account balances in addition to account statements may be required. The outstanding balance of these accounts may change between the date your creditors provide your account balance information and the date your creditors actually receive the disbursement check from the proceeds of your loan. This may be due to additional charges to your account and/or the accrual of additional finance charges, fees, etc.
- ◆ While Lender may attempt to update some of your account balance information prior to closing, you remain solely responsible for: the accuracy of all account balance information provided to Lender, any deficiencies in the amounts paid, and any remaining balance owed to your creditors in the event the account is not paid in full through the proceeds of this loan. You should review the schedule of debts/accounts to be paid provided to Lender thoroughly and contact your Mortgage Representative prior to closing if you believe there are any discrepancies.
- ◆ After your closing, you may be provided disbursement checks (made out to you and your creditors) which you are required, as a condition of this loan, to promptly deliver to your creditors to pay the accounts referenced on the Closing Disclosure. Make sure the checks are properly endorsed and delivered to the appropriate creditors with any final invoice, statement or other item required by your creditors. The delivery of the disbursement checks provided to you is solely your responsibility. Some accounts may be paid by Lender directly. Lender is not responsible for charges incurred due to postal delays or for mishandled/misdirected mail.
- ◆ You should allow at least 15 business days after payment is mailed to your creditors for your creditors to process the payment and credit your account. You should confirm the receipt of payment with your creditors, not Lender. If after 15 business days your account is still not credited, contact your Lender Representative.
- ◆ Any proposed change to the schedule of debts/accounts to be paid which was provided to and approved by Lender prior to closing (and which appears on the Closing Disclosure) must be approved in writing by Lender before the proceeds of the loan are disbursed. No changes to this schedule of debts/accounts may be made after the loan is disbursed.
- ◆ Any debt/account to be paid cannot exceed the most recent account balance provided to Lender. Lender is not responsible for obtaining any releases or discharges from your creditors and is not responsible for any creditor's refusal to accept payment.

I/we (the undersigned) understand and agree to the above terms, conditions and requirements as they apply to the loan I/we have requested.

08/26/2016
Hilda Nieblas Rivas
date

08/26/2016
Julio Lomeli
date

date

date



COMPLIANCE AGREEMENT

Lender: Quicken Loans Inc.

Borrower(s): Hilda Nieblas Rivas and Julio Lomeli

Property Address: 141 Meridian St
Heber, CA 92249-9509

Loan Number: 3358454864

Date: August 26, 2016

In consideration of the Lender closing and funding your mortgage loan on this date, you acknowledge and agree to all of the following:

Lender is in the business of making mortgage loans and assigning these loans to institutional and private investors, including but not limited to Fannie Mae, Freddie Mac, the Federal Housing Authority and the Veterans Administration. These investors impose stringent underwriting and closing documentation requirements on Lender with respect to the assignment of mortgage loans.

From time to time, due to (i) these stringent underwriting and closing documentation requirements; (ii) inadvertent errors or omissions in the creation of your mortgage loan closing package; (iii) inadvertent errors or omissions in the closing of your mortgage loan; (iv) documentation that is either lost or destroyed; and/or (v) compliance with federal or state laws, it may be necessary after the closing of your mortgage loan to have certain application, underwriting and/or closing documentation amended, signed, and/or re-signed or request additional information from you. Therefore, if requested, you agree to (i) amend, sign, and/or re-sign any of your application, underwriting or closing documentation; and/or (ii) provide additional information, documentation and/or clarification in writing to Lender after the closing of your mortgage loan.

Lender agrees that any request made pursuant to this agreement will be for the purpose of conforming your application, underwriting and closing documentation to the previously agreed upon loan terms. Except for any requirement for additional lender required insurance, Lender agrees that any request made pursuant to this agreement will not change any agreed upon loan amount, interest rate (unless the interest rate was inaccurately stated on your closing documents), points, fees or other terms that you were approved for as set forth in your Loan Pricing Disclosure, Loan Estimate, Approval Letter, Note and/or Mortgage.

Upon the request of Lender, you also agree to pay Lender for (i) any points, interest, closing costs, escrow payments, lender required insurance premiums or other items or fees that Lender inadvertently failed to collect at closing, or (ii) any payment or overpayment inadvertently advanced by Lender on your behalf. Lender agrees that any request for payment of such money will not, except for any requirement for additional lender required insurance, change the previously agreed upon points, closing costs, escrow payments or other prepaid items or fees that you were approved for as set forth in your Loan Pricing Disclosure, Loan Estimate, Approval Letter, Note and/or Mortgage.

You hereby acknowledge that if you do not fully cooperate and use your "best efforts" to comply with the above mentioned requirements within seven (7) days, Lender may exercise its rights and remedies under applicable law and under the terms of your Note and Mortgage.

Hilda Nieblas Rivas
08/26/2016
date

Julio Lomeli
08/26/2016
date

Luz Delia Nieblas Rivas
08/26/2016
date

Jorge Adrian Zamago
08/26/2016
date

date

date

date

date



KEEP YOUR HOME CALIFORNIA**Unemployment Affidavit**

I, Hilda Nieves Rivas ("Applicant") have applied for Keep Your Home California ("KYHC") Unemployment Mortgage Assistance ("UMA") benefits and do hereby represent and warrant as follows:

1. I do hereby certify that as of this date I am still unemployed.
2. I acknowledge and understand that this Affidavit will be relied upon for purposes of determining my eligibility for KYHC UMA benefits.
3. I acknowledge and understand that it is my responsibility to notify KYHC in writing if I become re-employed during the UMA benefit assistance period. Such notification must be made within ten (10) days of my becoming re-employed.
4. I acknowledge and understand that any false or material misstatements in the foregoing representations or in connection with my application for KYHC assistance may constitute a violation of State and/or federal law and the following may occur:
 - a. A report for misrepresentation and fraud may be made to the United States Department of the Treasury.
 - b. A denial of my application for KYHC assistance and denial of any future KYHC assistance.
 - c. The outstanding balance of any assistance provided may be immediately due and payable.

I declare under penalty of perjury that the foregoing representations and warranties are true and correct.

Signature of Applicant: Hilda Nieves Rivas

Date: 08-17-15

Evidence of Insurance for Mortgagee/Other Interests



This form is not the contract of insurance. It is a memorandum of coverage limited to mortgagee/other interests, provided at their request and applicable to the dwelling or building at the location below. The provisions of the policy will prevail in all respects. This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy. Should the insurance policy be cancelled by the company before the expiration date thereof, notice will be given in accordance with the policy provisions.

Policy Number: 92236-62-62
Policy Type: Next Generation Homeowners
Policy Status: In Force
Term Effective: 6/22/2016 12:01 AM
Renewal Date: 6/22/2017 12:01 AM
Insured: Hilda Nieblas Rivas, A Single Woman
141 Meridian St
Heber, CA 92249-9509

Underwritten By: Fire Insurance Exchange
6301 Owensmouth Ave.
Woodland Hills, CA 91367
Your Farmers Agent: David E Romero
541 S Imperial Ave
Calexico, CA 92231-2609
(760) 357-1452
FAX: (760) 357-0408
dromero@farmersagent.com

Your Insured Property

Property Address

141 Meridian St, Heber, CA 92249-9509

Coverages

Coverage	Limit
Coverage A - Dwelling	\$332,000
Extended Replacement Cost	\$83,000
Coverage C - Personal Property	\$249,000
Identity Fraud Coverage	\$30,000
Wild Fire Smoke, Soot, Char, Ash or Odor Damage	\$5,000
Coverage F - Medical Payments To Others	\$1,000

Coverage	Limit
Coverage B - Separate Structures	\$33,200
Coverage D - Loss of Use	\$132,800
Additional Living Expense Term	24 Months
Building Ordinance or Law	10%
Coverage E - Personal Liability	\$100,000
Association Loss Assessment	Not Covered

Deductible

	Deductible
Applicable to each covered loss	\$500

Evidence of Insurance for Mortgagee/Other Interests (continued)

Mortgagees and Other Interests

<i>1st Mortgagee</i>	<i>Loan Number</i>	<i>Effective Date</i>	<i>2nd Mortgagee</i>
Ditech Financial LLC laaoa PO Box 979282 Miami, FL 33197-9282	68208026	11/8/2011	Not Applicable

Premium Details

<i>Annual Premium:</i>	\$1,172.14
<i>Fees:</i>	\$0.00
<i>Total Premium:</i>	\$1,172.14
<i>Balance Due:</i>	\$0.00

Who Pays: Mortgagee

Mortgagee Deductible Clause

The following provision applies only if a mortgagee is named in the declarations or renewal notice, and the mortgagee has foreclosed on the property prior to the date of loss: the applicable deductible for any interest of any mortgagee will be the smallest of the following amounts:

- 1) The deductible stated in the declarations or renewal notice; or
- 2) \$1,000.

This provision does not apply to loss or damage from earthquake, wind or windstorm including hurricane, tropical storm or cyclone, where a separate, increased deductible applies to loss or damage caused by any of these perils.



Authorized Representative

8/10/2016

Date

438BFUNS Endorsement Included

Evidence of Insurance for Mortgagee/Other Interests (continued)

Lender's Loss Payable Endorsement (Form 438BFU NS - Rev. May 1, 1942)

1. Loss or damage, if any, under this policy, shall be paid to the Payee named in the Declarations of this policy, its successors and assigns, hereinafter referred to as 'the Lender', in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agent of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

Evidence of Insurance for Mortgagee/Other Interests (continued)

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described in the Declarations of the policy.

Approved:

Board of Fire Underwriters of the Pacific,
California Bankers' Association,
Committee on Insurance.

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 054605042000

Land Situated in the County of Imperial in the State of CA

LOT 81 OF HEBER MEADOWS UNIT NO. 2, IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 23, PAGES 67 THROUGH 70, INCLUSIVE OF FINAL MAPS, RECORDS OF IMPERIAL COUNTY, CALIFORNIA.

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES.

Commonly known as: 141 Meridian Street, Heber, CA 92249-9509



Ditech Financial LLC
 PO Box 6172
 Rapid City, SD 57709-6172
 Phone: 1-877-624-8026
 Fax: 1-866-870-9919
 www.ditech.com

August 17, 2016

RIVAS HILDA
 141 MERIDIAN ST
 HEBER, CA 92249

RE: **Payoff Statement**

Account Number #: [REDACTED]
 Property Address: 141 MERIDIAN ST
 HEBER, CA 92249

Name: RIVAS HILDA

The payoff on the above-referenced account is: \$203,464.53

This includes the following:

Principal Balance:	\$200,760.48
Interest through 09/16/2016 at 6.38%:	\$2,659.05
Prepayment Penalty Interest:	\$0.00
Prepayment Penalty Flat Fee:	\$0.00
Escrow:	\$0.00
Buydown Subsidy/Replacement Reserve Balance:	\$0.00
Payments Held in Suspense:	\$0.00
HUD Subsidy Balance:	\$0.00
Pro-Rated Mortgage Insurance Premium:	\$0.00
Pro-Rated Private Mortgage Insurance:	\$0.00
Pro-Rated Rural Housing Service Fees:	\$0.00
Corporate Advances:	\$0.00
Deferred Balance:	\$0.00
Late Fees:	\$0.00
Returned Check Fees:	\$0.00
Release/Reconvey Fee:	\$45.00
Payoff Quote Fee	\$0.00
Other Fees:	\$0.00

Total Amount Due: \$203,464.53

This amount is good through: 09/16/2016 and will accrue \$35.06 interest per day after this date. **Any transactions that occur on or after August 17, 2016 may change the payoff amount.**

All payoffs should be mailed to:

Wire Instructions – Fees Apply	Overnight Address – Fees Apply	Standard Mail – No Fees
ABA: 026009593 Account [REDACTED] Account Name: Ditech Financial LLC Bank Name: Bank of America Please add account holder's name and number.	Ditech 5505 N. CUMBERLAND AVE. #307 ATTENTION: 9052 - PAYOFFS CHICAGO, IL 60656	Ditech DEPT CH 9052 PALATINE IL, 60055-9052

MEMO SECTION: Payoffs made to locations other than those supplied on this statement may cause a processing delay. The memo section (also referred to as Advice, Instructions to Beneficiary, or OBI) of the payoff wire must include the account name and 10-digit Ditech Financial LLC ("Ditech") account number. If this Payoff Quote – Generic Letter, 05/24/2016

LTR-1434

information is not included or misplaced, the payoff cannot be applied and will be rejected. The result of rejection will require a new payoff quote and likely a larger amount due.

Ditech reserves the right to demand additional funds to correct any error or omission in the above payoff figure that was calculated in good faith, whether the error or omission is mathematical, clerical, typographical, or for any transactions that occurred on or after the date of this payoff quote.

If you are currently in an active bankruptcy, the amounts reflected above are contractual and may not be the amounts owed pursuant to the bankruptcy plan.

Payoff funds must be remitted using a money order, cashier's check or other certified instrument unless a Title Company remits funds. Any refund (if applicable) will be mailed to the customer's address unless otherwise instructed.

If you currently have your monthly payment set up on automatic withdrawal, or have any pending payments setup, we advise you to contact Customer Service at the below phone number to cancel your activation/payments prior to payoff.

For release of documents, please refer to the following for your account type:

- Mortgage Releases, satisfactions or reconveyances: These will be mailed to the county for recording and will not be mailed to the party remitting the payoff check.

If the funds received are not sufficient to pay off the account in full, the funds will not be posted until the remaining amount is received to pay off the account in full.

Any existing lender-placed property insurance previously purchased by Ditech on the account will be canceled upon payoff and any related unearned premiums will be refunded.

If you have any other questions, please call Customer Service at 1-877-624-8026.

Sincerely,

Ditech
1-877-624-8026
Monday through Friday 7am – 8pm and Saturday 7am – 1pm CST