

Jeana Feely, et al. v. McMillin  
Construction Services, LLC, et al.

Homeowner Documents

**Valencia, Joseph & Maryann  
1762 Webber Way  
Chula Vista, CA 91913**

Joseph & Maryann Valencia  
1762 Webber Way  
Chula Vista, CA 91913

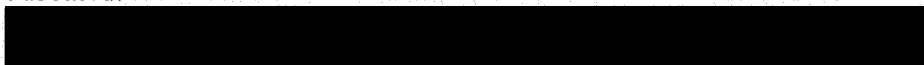
**HOMEOWNERS DOCUMENTS VERIFICATION**

*Jeana Feely, et al. v. McMillin Construction Services, et al.*  
Case No.: 37-2016-00042173-CU-CD-CTL

*Please mark one box only:*



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.**

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

Executed on NOV 1<sup>st</sup>, 2017, at **Chula Vista**, California.  
(date)

JOSEPH F. VALENCIA, JR.

Type or Print Name

Signature

(2<sup>nd</sup> Owner, if any)

Executed on NOV 1<sup>st</sup>, 2017, at **Chula Vista**, California.  
(date)

MARYANN U. VALENCIA

Type or Print Name

Signature

**Valencia, Joseph F SCPO USSOCOM NAVSOC NSWMT1**

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**From:** Joseph Valencia [REDACTED]  
**Sent:** Sunday, January 29, 2017 1:25 PM  
**To:** Valencia, Joseph F SCPO USSOCOM NAVSOC NSWMT1  
**Subject:** [Non-DoD Source] Fwd: RE: Crack on garage floor

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

**From:** joseph valencia [REDACTED]  
**Date:** 10/03/2013 11:54 AM (GMT-08:00)  
**To:** sandiegocs@mcmillin.com  
**Cc:** maryann valenci [REDACTED]  
**Subject:** Fwd: RE: Crack on garage floor

Please see below.

My name is Joseph Valencia and ny address is 1762 Webber way, Chula Vista, CA 91913.

----- Forwarded message -----

**From:** "Sonya Tara" <stara@mcmillin.com <mailto:stara@mcmillin.com> >  
**Date:** Oct 3, 2013 11:13 AM  
**Subject:** RE: Crack on garage floor  
**To:** "valencia.joseph" <[REDACTED]>  
**Cc:** [REDACTED]

Hi Joe

I'm sorry to hear about your frustration.

Please forward this message to customer service at sandiegocs@mcmillin.com <mailto:sandiegocs@mcmillin.com> Also, you can call them at 619.421.5311 <tel:619.421.5311> .

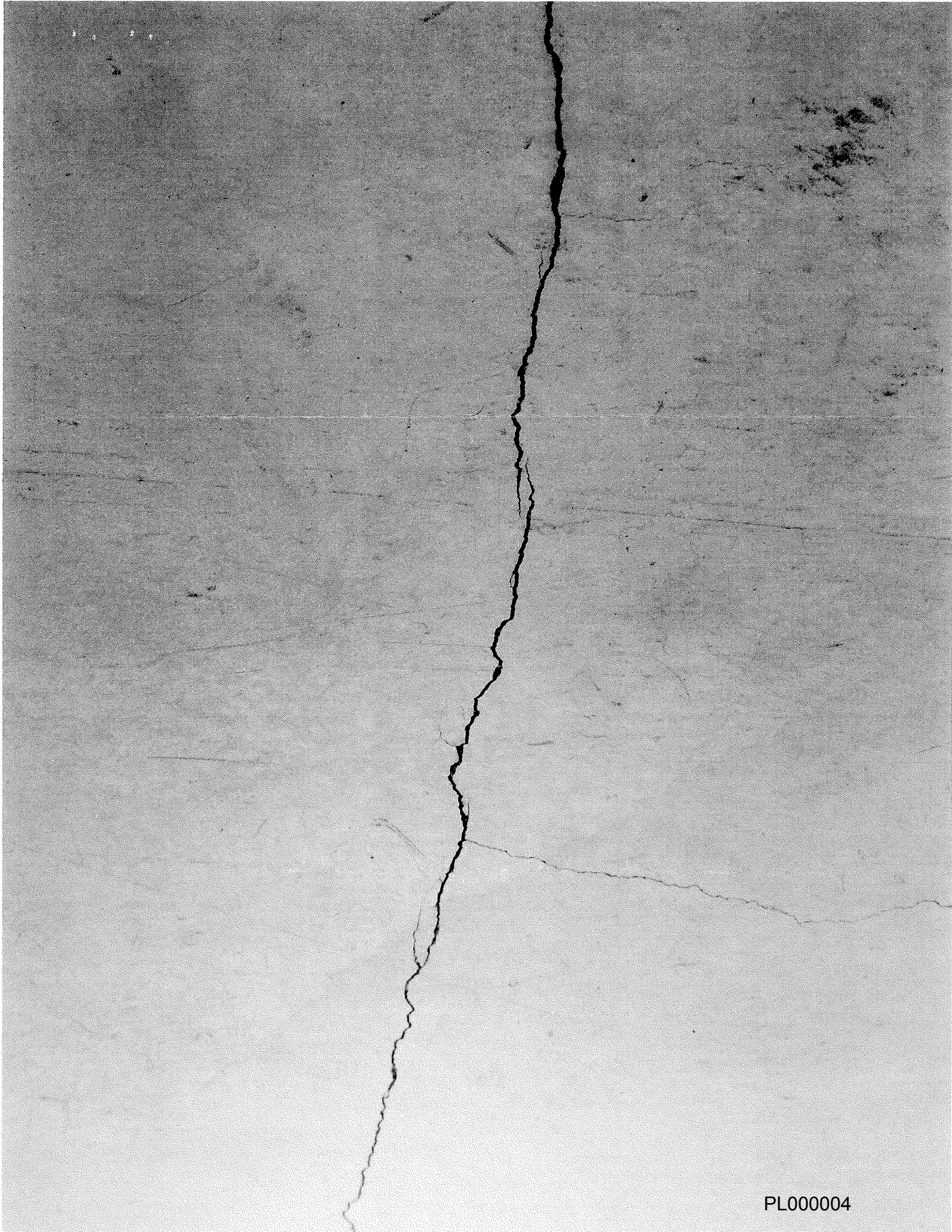
I know they have criteria to judge the extent of settling cracks, but that would not be my area of expertise. Please call or email them at your earliest convenience.

Best,

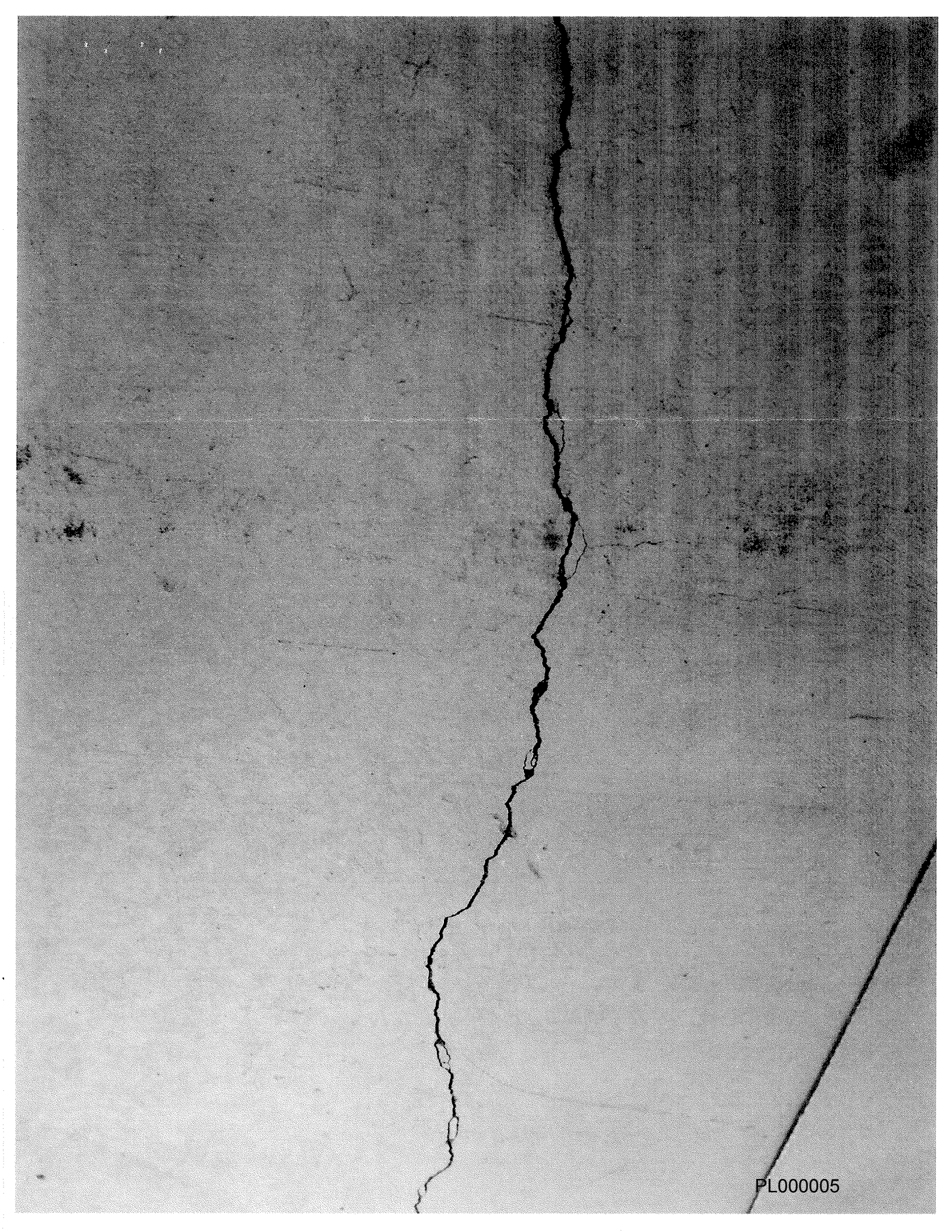
Sonya

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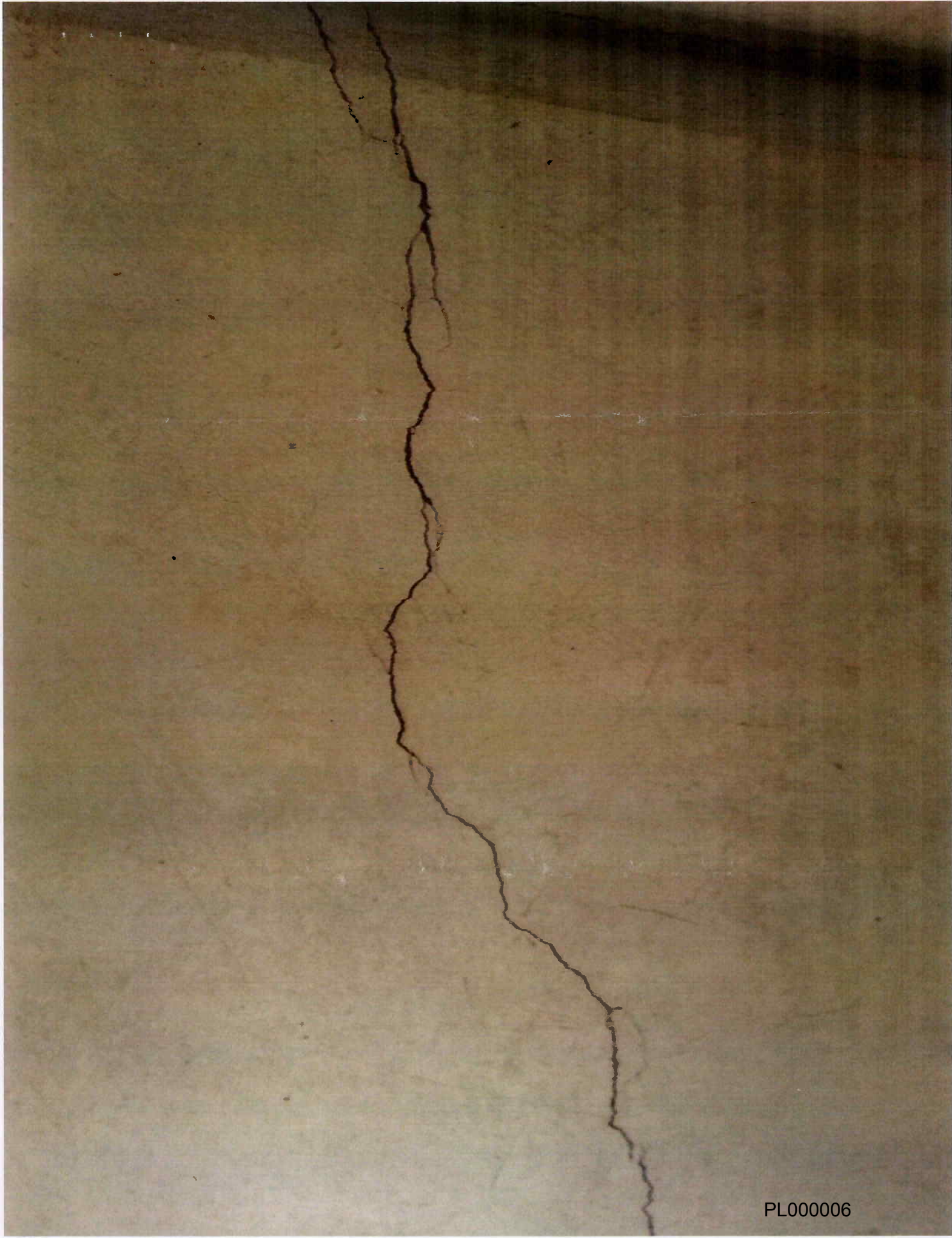
**From:** valencia.joseph [REDACTED]



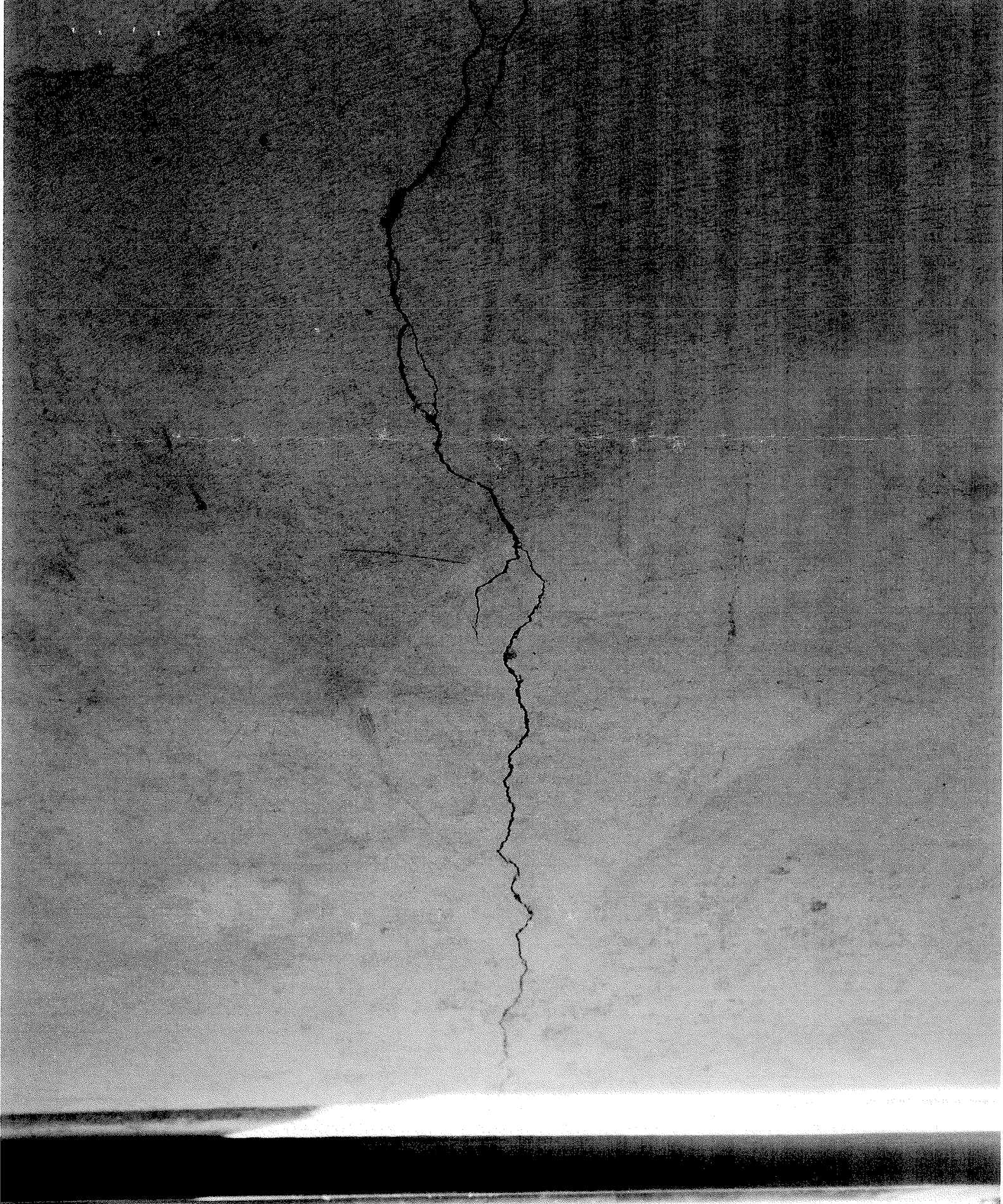
PL000004

A dark, vertical crack runs down the center of a textured, grey surface. The crack is irregular and jagged, extending from the top to the bottom of the frame. The surface has a fine, grainy texture and some minor discoloration or staining. In the bottom right corner, there is a small, dark, diagonal line.

PL000005



PL000006



PL000007



PL000008

**Valencia, Joseph** [REDACTED]

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**From:** Joseph Valencia [REDACTED]  
**Sent:** Sunday, January 29, 2017 1:26 PM  
**To:** Valencia, Joseph F SCPO USSOCOM NAVSOC NSWMCT1  
**Subject:** [Non-DoD Source] Fwd: RE: Your e-mail has been received 1762 Webber Way Chula Vista  
**Attachments:** 20131026\_100453.jpg; 20131026\_100520.jpg; 20131026\_100538.jpg; 20131026\_100553.jpg

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

**From:** "valencia.joseph" [REDACTED]  
**Date:** 10/26/2013 10:13 AM (GMT-08:00)  
**To:** sandiegocs@mcmillin.com  
**Cc:**  
**Subject:** RE: Your e-mail has been received 1762 Webber Way Chula Vista

I received your response regarding the concrete crack in my garage floor. You stated there is no structural damage. Please understand that I'm a new homeowner and its very discouraging when I walk into my garage of my one month owned home to see cracks. I've attached several angles of the 14 ft crack. Is there nothing that can be done?

Sent via the Samsung Galaxy S™ III, an AT&T 4G LTE smartphone

----- Original message -----

**From:** McMillin Customer Service <sandiegocs@mcmillin.com>  
**Date:** 10/07/2013 8:15 AM (GMT-08:00)  
**To:** "valencia.joseph" [REDACTED]  
**Subject:** Your e-mail has been received

We have received your repair request. It is being handled by your customer service representative. If you have not been called to discuss your repairs within three business days, please call the number below. If this is an emergency (total electrical outage, total stoppage of your sewer system, water leak that cannot be shut-off at the shut-off valve, loss of Heat/Air during extreme weather conditions – call (619) 421-5311. Please refer to your Homeowner Manual.

Thank you,

McMillin Customer Service

**Valencia, Joseph** [REDACTED]

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**From:** Joseph Valencia [REDACTED]  
**Sent:** Sunday, January 29, 2017 1:26 PM  
**To:** Valencia, Joseph [REDACTED]  
**Subject:** [Non-DoD Source] Fwd: Water leak from second floor

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

**From:** "valencia.joseph" [REDACTED]  
**Date:** 12/23/2013 7:52 AM (GMT-08:00)  
**To:** sandiegocs@mcmillin.com  
**Cc:**  
**Subject:** Water leak from second floor

Good morning. I called yesterday because there's a leak from my second to first floor. I was told someone will call me back, but that didn't happen. Request immediate assistance because there appears to be approximately two 10 ft lines that look like water marks. This is in addition to the leak. Thank you.

Joseph Valencia  
1762 Webber Way  
Chula Vista CA 91913  
[REDACTED]

Sent via the Samsung Galaxy S™ III, an AT&T 4G LTE smartphone

**Valencia, Joseph** [REDACTED]

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**From:** Joseph Valencia [REDACTED]  
**Sent:** Sunday, January 29, 2017 1:23 PM  
**To:** Valencia, Joseph [REDACTED]  
**Subject:** [Non-DoD Source] Fwd: Excessive cracks on garage floor

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

**From:** "valencia.joseph" [REDACTED]  
**Date:** 12/24/2013 1:18 PM (GMT-08:00)  
**To:** sandiegocs@mcmillin.com  
**Cc:** [REDACTED]  
**Subject:** Excessive cracks on garage floor

Hello,

I just moved into my home in September 2013. I was advised that the cracks that I identified on my garage floor during my home inspection with Sam can't be repaired until it gets worse. I was told the structure is good and I have to wait for the cracks to be bigger. If that's the case that my structure is good, why is there such a poor quality causing cracks throughout my garage floor. There are hairline cracks within my garage almost like a spider effect occurred. Am I the only one with this concern? Please repair this issue by applying/patching concrete to the cracks and laying a cote of concrete sealant.

I'm pretty embarrassed to show off my new McMillan home with cracks on my garage floor.

Thank you for your time,  
Joseph Valencia  
1762 Webber Way  
Chula Vista CA 91913  
[REDACTED]

Sent via the Samsung Galaxy S™ III, an AT&T 4G LTE smartphone

**Valencia, Joseph** [REDACTED]

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**From:** Joseph Valencia [REDACTED]  
**Sent:** Sunday, January 29, 2017 1:21 PM  
**To:** Valencia, Joseph [REDACTED]  
**Subject:** [Non-DoD Source] Fwd: 1762 Webber Way Chula Vista CA 91913

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

**From:** "valencia.joseph" [REDACTED]  
**Date:** 04/27/2014 9:43 AM (GMT-08:00)  
**To:** McMillin Customer Service <sandiegocs@mcmillin.com>  
**Cc:** [REDACTED]  
**Subject:** 1762 Webber Way Chula Vista CA 91913

There is no faucet handle on my hot water tank in order for me to do maintenance and drain tank semiannual.

Also most of white paint on my interior door frames appear to be blistering.

Please help.

Valencia family

Sent via the Samsung Galaxy S™ III, an AT&T 4G LTE smartphone

**Valencia, Joseph** [REDACTED]

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**From:** Joseph Valencia [REDACTED]  
**Sent:** Sunday, January 29, 2017 1:21 PM  
**To:** Valencia, Joseph [REDACTED]  
**Subject:** [Non-DoD Source] Fwd: 1762 Webber Way Chula Vista CA 91913  
**Attachments:** 20140427\_121555.jpg; 20140427\_121628.jpg; 20140427\_121644.jpg; 20140427\_121658.jpg; 20140427\_121715.jpg; 20140427\_121729.jpg; 20140427\_121809.jpg

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

**From:** "valencia.joseph" [REDACTED]  
**Date:** 04/27/2014 12:18 PM (GMT-08:00)  
**To:** McMillin Customer Service <sandiegocs@mcmillin.com>  
**Cc:** maryann valencia [REDACTED]  
**Subject:** 1762 Webber Way Chula Vista CA 91913

Cracking garage floor continues.

Please see attached. When is McMillin going to patch my cracked garage floor?

Sent via the Samsung Galaxy S™ III, an AT&T 4G LTE smartphone

**Valencia, Joseph** [REDACTED]

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**From:** Joseph Valencia [REDACTED]  
**Sent:** Sunday, January 29, 2017 1:20 PM  
**To:** Valencia, Joseph [REDACTED]  
**Subject:** [Non-DoD Source] Fwd: 1762 Webber Way Chula Vista Ca 91913

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

From: "valencia.joseph" [REDACTED]  
Date: 03/05/2015 6:50 AM (GMT-08:00)  
To: McMillin Customer Service <sandiegocs@mcmillin.com>  
Cc:  
Subject: 1762 Webber Way Chula Vista Ca 91913

Good morning

Every now and then whenever I use my sink in my upstairs bathroom, I hear noises in the wall. Loud pipes? I have no idea that's why I'm asking. Should I be concerned? Thanks for your service and support.

Joseph Valencia  
[REDACTED]

Sent via the Samsung Galaxy S™ III, an AT&T 4G LTE smartphone

MIN: 101125516020400041

**NOTE**

Loan Number: 53505587  
Case Number: 77-77-6-5249264

**THIS LOAN IS NOT ASSUMABLE  
WITHOUT THE APPROVAL OF THE  
DEPARTMENT OF VETERANS AFFAIRS  
OR ITS AUTHORIZED AGENT.**

FEBRUARY 14, 2016  
[Date]

TEMPE  
[City]

ARIZONA  
[State]

1762 WEBBER WAY, CHULA VISTA, CALIFORNIA 91913  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 481,256.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is 1ST RATE HOME MORTGAGE, INC, AN ARIZONA CORPORATION. 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 3.250 %.

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 APRIL 1, 2016. I will make these payments everymonth 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 MARCH 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 401 W. BASELINE RD #102, TEMPE, ARIZONA 85283

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. \$ 2,094.46

#### 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.

#### 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 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment of principal, interest, and escrow for taxes and insurance. 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:

**Transfer of the Property; Acceleration; Assumption.** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code. The acceptability of any assumption shall also be subject to the following additional provisions:

(a) **Funding Fee:** A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c).

(b) **Processing Charge:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **Indemnity Liability Assumption:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

If the acceptability of the assumption of this loan is not established for any reason, and Lender exercises its option to declare all sums secured by this Security Instrument immediately due and payable, 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 14 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.

**NOTICE TO BORROWER**

Department of Veterans Affairs regulations at 38 C.F.R. 36.4337 provide as follows:

"Regulations issued under 38 U.S.C. Chapter 37 and in effect on the date of any loan which is submitted and accepted or approved for a guaranty or for insurance thereunder, shall govern the rights, duties, and liabilities of the parties to such loan and any provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto."

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

\_\_\_\_\_  
JOSEPH F VALENCIA JR (Seal)  
-Borrower

\_\_\_\_\_  
MARYANN U MAYAM VALENCIA (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Loan Originator: JASJIT SINGH CHUGH, NMLSR ID 83301  
Loan Originator Organization: 1ST RATE HOME MORTGAGE, INC., NMLSR ID 37411

*[Sign Original Only]*



FROM: 1ST RATE HOME MORTGAGE, INC  
401 W. BASELINE RD #102  
TEMPE, ARIZONA 85283  
Phone: (866)200-9989  
Fax: (866)982-8010

TO: NEXTITLE  
9500 E. IRONWOOD SQUARE DR. #125  
SCOTTSDALE, ARIZONA 85258  
(480)385-7200

ATTN: JENNIFER BIALOWAS

RE: Borrower(s): JOSEPH F VALENCIA JR,  
MARYANN UMayAM VALENCIA

Property Address: 1762 WEBBER WAY  
CHULA VISTA, CALIFORNIA 91913

Document Date: FEBRUARY 14, 2016

Closing Date: FEBRUARY 14, 2016

Disbursement: FEBRUARY 19, 2016

Case No.: 77-77-6-5249264

Loan No.: 53505587

App. No.:

Order No.: NXCA-0212567

Escrow No.: NXCA-0212567

## SPECIFIC CLOSING INSTRUCTIONS

### LOAN DOCUMENTS:

We enclose the following documents necessary to complete the above referenced loan transaction:

(X) Note	(X) Rescission Notice	(X) CCD
(X) Deed of Trust	(X) Worksheets	(X) Affidavit and Agrmnt.
(X) Planned Unit Dev. Rider	(X) Loan Application	(X) Transfer of Servicing
(X) VA Assumption Policy Rider	(X) Patriot Act	(X) Fair Lending Notice
(X) Payment Letter	(X) Borrowers Cert.	(X) Notices
(X) Hazard Ins. Req.	(X) 4506T	
(X) Initial Escrow Acct. Disc. Stmt.	(X) VA Cert.	
	(X) SS	

Deliver one (1) copy of all loan documents to the Borrower(s); deliver one (1) copy of the Federal Truth-In-Lending Disclosure Statement or Closing Disclosure (as applicable) to each Borrower.

### LOAN TERMS:

Loan Amount: 481,256.00  
Initial Advance:  
Sales Price:  
Term (Months): 360  
Interest Rate: 3.250  
Initial Payment: 2,094.46  
First Payment Date: 04/01/16  
Last Payment Date: 03/01/46

ARM Loan: ( ) Yes (X) No  
Index:  
Margin:  
Periodic Rate Cap:  
Lifetime Rate Cap:  
Lifetime Rate Floor:  
Interest Change Date:  
Payment Change Date:  
Loan Purpose: REFINANCE

### PAYOFF REQUIREMENTS:

It is a condition to the funding of this loan that the following payoffs be made through this closing. Indicate payoffs on the HUD-1 Settlement Statement or Closing Disclosure (as applicable) or provide other satisfactory evidence of payoff:  
PAYOFF to M & T BANK \$474,171.93

### CONDITIONS TO BE SATISFIED PRIOR TO DISBURSEMENT OF LOAN PROCEEDS:

IMMEDIATELY AFTER CLOSING THIS MORTGAGE LOAN, PLEASE SCAN ALL SIGNED DOCUMENTS TO KELSEYCOLE@1STRM.COM OVERNIGHT ORIGINAL NOTE TO FLAGSTAR BANK ATTN: JAMI CARPNIER, WAREHOUSE LENDING 301 WEST MICHIGAN AVE, JACKSON, MI 49201. OVERNIGHT ALL OTHER ORIGINAL DOCUMENTS TO 1ST RATE HOME MORTGAGE, INC, 401 W. BASELINE RD. #102, TEMPE, AZ 85283. EARLIEST LOAN CLOSING DATE IS SUBJECT TO ALL FEDERAL, STATE AND AGENCY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO MDIA, TILA, AND ECA -REG B REQUIREMENTS REFINANCE ONLY: IF PROPERTY TAXES OR HOI ARE DUE WITHIN 60 DAYS OF CLOSING, EVIDENCE OF PAYMENT MUST BE PROVIDED OR THESE ITEMS MUST BE COLLECTED AND PAID ON THE HUD-1 AT CLOSING \*\*SEE ATTACHED ADDENDUM TO CLOSING

### TITLE INSURANCE REQUIREMENTS:

You are authorized to use funds for the account of the Borrowers and to record all instruments when you comply with the following:

1. THIS LOAN MUST RECORD IN 1ST LIEN POSITION ON OR PRIOR TO THE DISBURSEMENT DATE NOTED ABOVE. PROVIDE DUPLICATE ORIGINALS OF THE ALTA TITLE POLICY.
2. Vesting to read: JOSEPH F VALENCIA JR AND MARYANN UMayAM VALENCIA HUSBAND AND WIFE AS JOINT TENANTS
3. Title Policy must contain the following endorsements (or their equivalents):
4. ALTA Title Policy must be free from liens, encumbrances, easements, encroachments and other title matters except (i) the lien of our loan in the amount of our loan on the property described herein showing the Instrument or Document Number and the date of recording of the Security Instrument; (ii) general, specific, state, county, city, school or other taxes and assessments not yet due or payable:  
(iii) other items as permitted by us; and (iv) the following items as shown on the preliminary title report, commitment, binder or equivalent dated

### SECONDARY FINANCING:

Secondary financing in the amount of \$ NONE has been approved.

**ESTIMATE OF FEES AND COSTS:**

ITEM	AMOUNT	POC	PAID BY
Processing Fee to: 1st Rate Home Mortgage, In	\$495.00		Borrower
Administrative Fee to: 1st Rate Home Mortgage	\$895.00		Borrower
Credit Report to: Funding Suite	\$23.46		Borrower
VA Funding Fee to: VA	\$2,406.28		Borrower
Title - Lender's Title Insurance to: NexTitle	\$350.00		Borrower
San Diego County to: San Diego County	\$155.00		Borrower
Title - Recording Fees to: NEXTITLE	\$10.00		Borrower

Subtotal of Estimated Fees and Costs: \$ 4,334.74

**PER DIEM INTEREST:**

From: 02/19/16 To: 03/01/16  
 (Anticipated Closing Date)  
11 days at \$ 42.8516 per day Subtotal of Per Diem Interest: \$ 471.37

**IMPOUNDS/ESCROWS:**

Impound/escrow checks should be made payable to and sent to us together with the original final HUD-1 Settlement Statement or Closing Disclosure (as applicable).

HAZARD INSURANCE	<u>8</u>	month(s) at \$ <u>18.25</u>	per month = \$ <u>146.00</u>
COUNTY PROPERTY TAX	<u>2</u>	month(s) at \$ <u>792.98</u>	per month = \$ <u>1,585.96</u>
_____	_____	month(s) at \$ _____	per month = \$ _____
_____	_____	month(s) at \$ _____	per month = \$ _____
_____	_____	month(s) at \$ _____	per month = \$ _____
_____	_____	month(s) at \$ _____	per month = \$ _____
Aggregate Escrow Adjustment:			\$ <u>-109.46</u>
Impound Subtotal:			\$ <u>1,622.50</u>
Mortgage Ins. Premium:			\$ _____
<b>TOTAL OF FEES AND COSTS:</b>			\$ <u><u>6,428.61</u></u>

**HUD-1 SETTLEMENT STATEMENT OR CLOSING DISCLOSURE:**

The final HUD-1 Settlement Statement or Closing Disclosure (as applicable) must be completed at settlement and must accurately reflect all receipts and disbursements indicated in these closing instructions and any amended closing instructions subsequent hereto. If any changes to fees occur documents may need to be re-drawn and re-signed. Fax a certified copy of the final HUD-1 Settlement Statement or Closing Disclosure (as applicable) to 1ST RATE HOME MORTGAGE, INC @ (866)982-8010 Attention: Quality Assurance  
 Send the original final HUD-1 Settlement Statement or Closing Disclosure (as applicable) to us at the following address within 24 hours of settlement: 401 W. BASELINE RD #102, TEMPE, ARIZONA 85283

**ADDITIONAL INFORMATION: BORROWER MUST SIGN AND DATE THESE CLOSING INSTRUCTIONS.**

If for any reason this loan does not close within 48 hours of your receipt of funds, immediately return all documents to Lender and wire all funds only to: 1ST RATE HOME MORTGAGE, INC  
 401 W. BASELINE RD #102, TEMPE, ARIZONA 85283

If you have any questions regarding any of these instructions, please contact 1ST RATE HOME MORTGAGE, INC at (866) 200-9989

**BORROWER ACKNOWLEDGMENT: I/We have read and acknowledged receipt of these Closing Instructions.**

Borrower JOSEPH F VALENCIA JR Date \_\_\_\_\_ Borrower MARYANN UMayAM VALENCIA Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_ Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_ Borrower \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

Settlement Agent \_\_\_\_\_ Date \_\_\_\_\_  
 JENNIFER BIALOWAS

FROM: 1ST RATE HOME MORTGAGE, INC  
401 W. BASELINE RD #102  
TEMPE, ARIZONA 85283  
Phone: (866) 200-9989 Fax:  
(866) 982-8010

TO: NEXTITLE  
9500 E. IRONWOOD SQUARE DR. #125  
SCOTTSDALE, ARIZONA 85258  
Phone: (480) 385-7200 Fax:  
(480) 385-1805

ATTN: JENNIFER BIALOWAS

RE: Borrower(s): JOSEPH F VALENCIA JR, MARYANN  
UMAYAM VALENCIA

Property Address: 1762 WEBBER WAY, CHULA  
VISTA, CALIFORNIA 91913

Document Date: FEBRUARY 14, 2016  
Closing Date: FEBRUARY 14, 2016  
Disbursement Date: FEBRUARY 19, 2016  
Case No.: 77-77-6-5249264  
Loan No.: 53505587  
App. No.:  
Order No.: NXCA-0212567  
Escrow No.: NXCA-0212567

#### ADDENDUM TO CLOSING INSTRUCTIONS

(Additional conditions to be satisfied prior to disbursement of loan proceeds)

PAYOFF 1ST LIEN to M & T bank @ \$474,275, NO SUBORDINATE  
FINANCING, 3 DAY RIGHT TO CANCEL, NO POA, \$500 MAX CASH TO  
BORROWER.

PLEASE SEND FINAL CERTIFIED HUD AND DISBURSEMENT LEDGER AFTER  
FUNDING.

FOR VA INTEREST RATE REDUCTION TRANSACTIONS, THE VETERAN CANNOT  
BE CHARGED MORE THAN 1% OF THE UNPAID PRINCIPAL BALANCE OF THE  
CURRENT LOAN FOR ORIGINATION CHARGES

VA FUNDING FEE .5% VA IRRRL

FULLY COMPLETED VA LOAN SUMMARY FORMS

#### **ACKNOWLEDGED AND AGREED:**

Settlement Agent  
JENNIFER BIALOWAS

Date