Recording Requested By:

LoanSnap, Inc., a California Corporation

After Recording Return To:

LoanSnap, Inc.

3070 Bristol Street, Suite 200

Costa Mesa, CA 92626

Prepared By:

LoanSnap, Inc.

3070 Bristol Street, Suite 200

Costa Mesa, CA 92626

888-680-5777

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**DEED OF TRUST**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 9, 11, 16, 18 and 19. Certain rules regarding the usage of words used in this document are also provided in Section 14.

**(A)** **“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.

**(B)** **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Homeowner or the Property by a condominium association, homeowners association or similar organization.

**(C)** **“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.

**(D)** **“Escrow Items”** means (i) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; and (iii) premiums for any and all insurance required by Security Holder under Section 5.

**(E)** **“Homeowner”** is . Homeowner is the trustor under this Security Instrument.

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

**(G)** **“Periodic Payment”** means, if applicable, the regularly scheduled amount due for (i) principal and interest under the Obligation, plus (ii) any amounts under Section 3 of this Security Instrument.

**(H)** “**Obligation**” means the document or record now existing or hereafter created containing the repayment or other performance obligations of Homeowner secured by this Security Instrument, which incorporates by reference the security provided by this Security Instrument.

**(I)** **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”

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

**(K)** **“Security Holder”** is **LoanSnap, Inc.** Security Holder is a California Corporation organized and existing under the laws of **California**. Security Holder’s address is 3070 Bristol Street, Suite 200, Costa Mesa, CA 92626. Security Holder is the beneficiary under this Security Instrument.

**(L)** **“Security Instrument”** means this document, which is dated .

**(M)** **“Successor in Interest of Homeowner”** means any party that has taken title to the Property, whether or not that party has assumed Homeowner’s obligations under the Obligation and/or this Security Instrument.

**(N)** **“Trustee”** is **Spruce Title Company**.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures and will secure to Security Holder: (i) the repayment and/or performance of the Obligation, and all renewals, extensions and modifications of the Obligation; and (ii) the performance of Homeowner’s covenants and agreements under this Security Instrument and the Obligation. For any Obligation hereafter created, this Security Instrument provides the same security therefore to Security Holder. For this purpose, Homeowner irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the Countyof

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS “EXHIBIT A”,**

**APN:**

which currently has the address of , , (“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 will also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.”

BORROWER COVENANTS that Homeowner 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. Homeowner 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. Homeowner and Security Holder covenant and agree as follows:

**1. Performance of Obligations.**  Homeowner will perform all obligations under the Obligation as provided in the Obligation, including, without limitation, if applicable, payments of principal, interest and other charges, when due. If applicable, Homeowner will also pay funds for Escrow Items pursuant to Section 3. Any payments due under the Obligation will be made in U.S. currency. However, if any check or other instrument received by Security Holder as payment under the Obligation is returned to Security Holder unpaid, Security Holder may require that any or all subsequent payments due under the Obligation be made in one or more of the following forms, as selected by Security Holder: (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 Security Holder when received at the location designated in the Obligation or at such other location as may be designated by Security Holder in accordance with the notice provisions in Section 13. Security Holder may return any payment or partial payment if the payment or partial payments are insufficient to bring the Obligation current. Security Holder may accept any payment or partial payment insufficient to bring the Obligation current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Security Holder 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 Security Holder need not pay interest on unapplied funds. Security Holder may hold such unapplied funds until Homeowner makes payment to bring the Obligation current. If Homeowner does not do so within a reasonable period of time, Security Holder will either apply such funds or return them to Homeowner. If not applied earlier, such funds will be applied to the outstanding principal balance under the Obligation immediately prior to foreclosure. No offset or claim which Homeowner might have now or in the future against Security Holder will relieve Homeowner from making payments due under the Obligation 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 under the Obligation, if any, accepted and applied by Security Holder will be applied in the following order of priority: (a) interest due under the Obligation; (b) principal due under the Obligation; and (c) amounts due under Section 3. Such payments will be applied to each Periodic Payment in the order in which it became due. Any remaining amounts will 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 Obligation.

If Security Holder receives a payment from Homeowner 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, Security Holder may apply any payment received from Homeowner 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 will be applied first to any prepayment charges and then as described in the Obligation.

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

**3. Funds for Escrow Items.** If provided for in the Obligation, Homeowner will pay to Security Holder on the day Periodic Payments are due under the Obligation, until the Obligation is paid in full, a sum (the “Funds”) to provide for payment of amounts due for Escrow Items. At origination or at any time during the term of the Obligation, Security Holder may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Homeowner, and such dues, fees and assessments will be an Escrow Item. Homeowner will promptly furnish to Security Holder all notices of amounts to be paid under this Section. Homeowner will pay Security Holder the Funds for Escrow Items unless Security Holder waives Homeowner’s obligation to pay the Funds for any or all Escrow Items. Security Holder may waive Homeowner’s obligation to pay to Security Holder Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Homeowner will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Security Holder and, if Security Holder requires, will furnish to Security Holder receipts evidencing such payment within such time period as Security Holder may require. Homeowner’s obligation to make such payments and to provide receipts will 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 8. If Homeowner is obligated to pay Escrow Items directly, pursuant to a waiver, and Homeowner fails to pay the amount due for an Escrow Item, Security Holder may exercise its rights under Section 8 and pay such amount and Homeowner will then be obligated under Section 8 to repay to Security Holder any such amount. Security Holder may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 13 and, upon such revocation, Homeowner will pay to Security Holder all Funds, and in such amounts, that are then required under this Section 3.

If RESPA applies to the Obligation, Security Holder may, at any time, collect and hold Funds in an amount (a) sufficient to permit Security Holder to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Security Holder will 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 will be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Security Holder, if Security Holder is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Security Holder will apply the Funds to pay the Escrow Items no later than the time specified under RESPA, if applicable. Security Holder will not charge Homeowner for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Security Holder pays Homeowner interest on the Funds and Applicable Law permits Security Holder to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Security Holder will not be required to pay Homeowner any interest or earnings on the Funds. Homeowner and Security Holder can agree in writing, however, that interest will be paid on the Funds. Security Holder will give to Homeowner, without charge, an annual accounting of the Funds if and as required by RESPA.

If RESPA applies to the Obligation and there is a surplus of Funds held in escrow, as defined under RESPA, Security Holder will account to Homeowner for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Security Holder will notify Homeowner if and as required by RESPA, and Homeowner will pay to Security Holder the amount necessary to make up the shortage in accordance with RESPA, if applicable, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Security Holder will notify Homeowner if and as required by RESPA, and Homeowner will pay to Security Holder the amount necessary to make up the deficiency in accordance with RESPA, if applicable, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Security Holder will promptly refund to Homeowner any Funds held by Security Holder.

**4. Charges; Liens.** Homeowner will 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, Homeowner will pay them in the manner provided in Section 3.

Homeowner will promptly discharge any lien which has priority over this Security Instrument unless Homeowner: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Security Holder, but only so long as Homeowner is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Security Holder’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 Security Holder subordinating the lien to this Security Instrument. If Security Holder determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Security Holder may give Homeowner a notice identifying the lien. Within 10 days of the date on which that notice is given, Homeowner will satisfy the lien or take one or more of the actions set forth above in this Section 4.

Security Holder may require Homeowner to pay a one-time charge for a real estate tax verification and/or reporting service used by Security Holder in connection with the Obligation.

**5. Property Insurance.** Homeowner will 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 Security Holder requires insurance. This insurance will be maintained in the amounts (including deductible levels) and for the periods that Security Holder requires. What Security Holder requires pursuant to the preceding sentences can change during the term of the Obligation. The insurance carrier providing the insurance will be chosen by Homeowner subject to Security Holder’s right to disapprove Homeowner’s choice, which right will not be exercised unreasonably. Security Holder may require Homeowner to pay, in connection with the Obligation, 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. Homeowner will 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 Homeowner.

If Homeowner fails to maintain any of the coverages described above, Security Holder may obtain insurance coverage, at Security Holder’s option and Homeowner’s expense. Security Holder is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Security Holder, but might or might not protect Homeowner, Homeowner’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. Homeowner acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Homeowner could have obtained. Any amounts disbursed by Security Holder under this Section 5 will become additional debt of Homeowner secured by this Security Instrument. These amounts will bear interest at the Obligation interest rate, if any, from the date of disbursement and will be payable, with such interest, upon notice from Security Holder to Homeowner requesting payment.

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

In the event of loss, Homeowner will give prompt notice to the insurance carrier and Security Holder. Security Holder may make proof of loss if not made promptly by Homeowner. Unless Security Holder and Homeowner otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Security Holder, will be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Security Holder’s security is not lessened. During such repair and restoration period, Security Holder will have the right to hold such insurance proceeds until Security Holder has had an opportunity to inspect such Property to ensure the work has been completed to Security Holder’s satisfaction, provided that such inspection will be undertaken promptly. Security Holder 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, Security Holder will not be required to pay Homeowner any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Homeowner will not be paid out of the insurance proceeds and will be the sole obligation of Homeowner. If the restoration or repair is not economically feasible or Security Holder’s security would be lessened, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Homeowner. Such insurance proceeds will be applied in the order provided for in Section 2.

If Homeowner abandons the Property, Security Holder may file, negotiate and settle any available insurance claim and related matters. If Homeowner does not respond within 30 days to a notice from Security Holder that the insurance carrier has offered to settle a claim, then Security Holder may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Security Holder acquires the Property under Section 18 or otherwise, Homeowner hereby assigns to Security Holder (a) Homeowner’s rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Obligation or this Security Instrument, and (b) any other of Homeowner’s rights (other than the right to any refund of unearned premiums paid by Homeowner) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Security Holder may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Obligation or this Security Instrument, whether or not then due.

**6. Preservation, Maintenance and Protection of the Property; Inspections.** Homeowner will not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Homeowner is residing in the Property, Homeowner will 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, Homeowner will 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, Homeowner will be responsible for repairing or restoring the Property only if Security Holder has released proceeds for such purposes. Security Holder 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, Homeowner is not relieved of Homeowner’s obligation for the completion of such repair or restoration.

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

**7. Inaccurate Information.** Homeowner will be in default if, in connection with the Obligation, Homeowner or any persons or entities acting at the direction of Homeowner or with Homeowner’s knowledge or consent gave materially false, misleading, or inaccurate information or statements to Security Holder (or failed to provide Security Holder with material information) in connection with the Obligation. Material representations include, but are not limited to, representations concerning Homeowner’s occupancy of the Property as Homeowner’s principal residence.

**8. Protection of Security Holder’s Interest in the Property and Rights Under this Security Instrument.**  If (a) Homeowner fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Security Holder’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) Homeowner has abandoned the Property, then Security Holder may do and pay for whatever is reasonable or appropriate to protect Security Holder’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. Security Holder’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 Security Holder may take action under this Section 8, Security Holder does not have to do so and is not under any duty or obligation to do so. It is agreed that Security Holder incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Security Holder under this Section 8 will become additional debt of Homeowner secured by this Security Instrument. These amounts will bear interest at the Obligation interest rate, if any, from the date of disbursement and will be payable, with such interest, upon notice from Security Holder to Homeowner requesting payment.

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

**9. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and will be paid to Security Holder.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Security Holder’s security is not lessened. During such repair and restoration period, Security Holder will have the right to hold such Miscellaneous Proceeds until Security Holder has had an opportunity to inspect the Property to ensure the work has been completed to Security Holder’s satisfaction, provided that such inspection will be undertaken promptly. Security Holder 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, Security Holder will not be required to pay Homeowner any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Security Holder’s security would be lessened, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Homeowner. Such Miscellaneous Proceeds will 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 will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Homeowner.

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 Homeowner and Security Holder otherwise agree in writing, the sums secured by this Security Instrument will 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 will be paid to Homeowner.

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 Homeowner and Security Holder otherwise agree in writing, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Homeowner, or if, after notice by Security Holder to Homeowner that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Homeowner fails to respond to Security Holder within 30 days after the date the notice is given, Security Holder 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 Homeowner Miscellaneous Proceeds or the party against whom Homeowner has a right of action in regard to Miscellaneous Proceeds.

Homeowner will be in default if any action or proceeding, whether civil or criminal, is begun that, in Security Holder’s judgment, could result in forfeiture of the Property or other material impairment of Security Holder’s interest in the Property or rights under this Security Instrument. Homeowner can cure such a default and, if acceleration has occurred, reinstate as provided in Section 16, by causing the action or proceeding to be dismissed with a ruling that, in Security Holder’s judgment, precludes forfeiture of the Property or other material impairment of Security Holder’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 Security Holder’s interest in the Property are hereby assigned and will be paid to Security Holder.

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

**10. Homeowner Not Released; Forbearance By Security Holder Not a Waiver.** Extension of the time for payment or modification of amortization of any sums secured by this Security Instrument granted by Security Holder to Homeowner or any Successor in Interest of Homeowner will not operate to release the liability of Homeowner or any Successors in Interest of Homeowner. Security Holder will not be required to commence proceedings against any Successor in Interest of Homeowner 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 Homeowner or any Successors in Interest of Homeowner. Any forbearance by Security Holder in exercising any right or remedy including, without limitation, Security Holder’s acceptance of payments from third persons, entities or Successors in Interest of Homeowner or in amounts less than the amount then due, will not be a waiver of or preclude the exercise of any right or remedy.

**11. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Homeowner covenants and agrees that Homeowner’s obligations and liability will be joint and several. However, any Homeowner who co-signs this Security Instrument but does not execute the Obligation (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 Security Holder and any other Homeowner can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Obligation without the co-signer’s consent.

Subject to the provisions of Section 15, any Successor in Interest of Homeowner who assumes Homeowner’s obligations under this Security Instrument in writing, and is approved by Security Holder, will obtain all of Homeowner’s rights and benefits under this Security Instrument. Homeowner will not be released from Homeowner’s obligations and liability under this Security Instrument unless Security Holder agrees to such release in writing. The covenants and agreements of this Security Instrument will bind (except as provided in Section 17) and benefit the successors and assigns of Security Holder.

**12. Obligation Charges.** Security Holder may charge Homeowner fees for services performed in connection with Homeowner’s default, for the purpose of protecting Security Holder’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 Homeowner will not be construed as a prohibition on the charging of such fee. Security Holder may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Obligation is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other charges collected or to be collected in connection with the Obligation exceed the permitted limits, then: (a) any such charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Homeowner which exceeded permitted limits will be refunded to Homeowner. Security Holder may choose to make this refund by reducing the principal owed under the Obligation or by making a direct payment to Homeowner. 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 Obligation). Homeowner’s acceptance of any such refund made by direct payment to Homeowner will constitute a waiver of any right of action Homeowner might have arising out of such overcharge.

**13. Notices.** All notices given by Homeowner or Security Holder in connection with this Security Instrument must be in writing. Any notice to Homeowner in connection with this Security Instrument will be deemed to have been given to Homeowner when mailed by first class mail, actually delivered to Homeowner’s notice address, or sent by to the email address Security Holder has on file for Homeowner. Notice to any one Homeowner will constitute notice to all Homeowners unless Applicable Law expressly requires otherwise. The notice address will be the Property Address or the email address Security Holder has on file for Homeowner, unless Homeowner has designated a substitute postal mail or email notice address by notice to Security Holder. Homeowner will promptly notify Security Holder of Homeowner’s change of address. If Security Holder specifies a procedure for reporting Homeowner’s change of address, then Homeowner will only report a change of address through that specified procedure. There may be only one designated postal mail and email notice address under this Security Instrument at any one time. Any notice to Security Holder will be given by delivering it or by mailing it by first class mail to Security Holder’s address stated herein unless Security Holder has designated another address by notice to Homeowner. Any notice in connection with this Security Instrument will not be deemed to have been given to Security Holder until actually received by Security Holder. 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.

**14. Governing Law; Severability; Rules of Construction.** This Security Instrument will 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 will not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Obligation conflicts with Applicable Law, such conflict will not affect other provisions of this Security Instrument or the Obligation which can be given effect without the conflicting provision.

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

**15. Transfer of the Property or a Beneficial Interest in Homeowner.** As used in this Section 15, “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 Homeowner 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 Homeowner is not a natural person and a beneficial interest in Homeowner is sold or transferred) without Security Holder’s prior written consent, Security Holder may require immediate payment in full of all sums secured by this Security Instrument. However, this option will not be exercised by Security Holder if such exercise is prohibited by Applicable Law.

If Security Holder exercises this option, Security Holder will give Homeowner notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 13 within which Homeowner must pay all sums secured by this Security Instrument. If Homeowner fails to pay these sums prior to the expiration of this period, Security Holder may invoke any remedies permitted by this Security Instrument without further notice or demand on Homeowner.

**16. Homeowner’s Right to Reinstate After Acceleration.** If Homeowner meets certain conditions, Homeowner will 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 Homeowner’s right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Homeowner: (a) pays Security Holder all sums which then would be due under this Security Instrument and the Obligation 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 Security Holder’s interest in the Property and rights under this Security Instrument; and (d) takes such action as Security Holder may reasonably require to assure that Security Holder’s interest in the Property and rights under this Security Instrument, and Homeowner’s obligation to pay the sums secured by this Security Instrument, will continue unchanged. Security Holder may require that Homeowner pay such reinstatement sums and expenses in one or more of the following forms, as selected by Security Holder: (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 Homeowner, this Security Instrument and obligations secured hereby will remain fully effective as if no acceleration had occurred. However, this right to reinstate will not apply in the case of acceleration under Section 15.

**17. Sale of Obligation; Change of Obligation Servicer; Notice of Grievance.** The Obligation or a partial interest in the Obligation (together with this Security Instrument) can be sold one or more times without prior notice to Homeowner. A sale might result in a change in the entity (known as the “Obligation Servicer”) that collects any Periodic Payments due under the Obligation and this Security Instrument and performs other servicing obligations under the Obligation, this Security Instrument, and Applicable Law. There also might be one or more changes of the Obligation Servicer unrelated to a sale of the Obligation. If there is a change of the Obligation Servicer, Homeowner will be given written notice of the change which will state the name and address of the new Obligation 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 applicable. If the Obligation is sold and thereafter the Obligation is serviced by an Obligation Servicer other than the purchaser of the Obligation, the servicing obligations to Homeowner will remain with the Obligation Servicer or be transferred to a successor Obligation Servicer and are not assumed by the Obligation purchaser unless otherwise provided by the Obligation purchaser.

Neither Homeowner nor Security Holder 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 Homeowner or Security Holder has notified the other party (with such notice given in compliance with the requirements of Section 13) 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 Homeowner pursuant to Section 18 and the notice of acceleration given to Homeowner pursuant to Section 15 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

NON-UNIFORM COVENANTS. Homeowner and Security Holder further covenant and agree as follows:

**18. Acceleration; Remedies. Security Holder will give notice to Homeowner prior to acceleration following Homeowner’s breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 15 unless Applicable Law provides otherwise). The notice will 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 Homeowner, 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 will further inform Homeowner 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 Homeowner to acceleration and sale. If the default is not cured on or before the date specified in the notice, Security Holder 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. Security Holder will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 18, including, but not limited to, reasonable attorneys’ fees and costs of title evidence.**

**If Security Holder invokes the power of sale, Security Holder will execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Security Holder’s election to cause the Property to be sold. Trustee will cause this notice to be recorded in each county in which any part of the Property is located. Security Holder or Trustee will mail copies of the notice as prescribed by Applicable Law to Homeowner and to the other persons prescribed by Applicable Law. Trustee will 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 Homeowner, will 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. Security Holder or its designee may purchase the Property at any sale.**

**Trustee will 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 will be prima facie evidence of the truth of the statements made therein. Trustee will 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.**

**19. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Security Holder will request Trustee to reconvey the Property and will surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Security Holder 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.

**20. Substitute Trustee.** Security Holder, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Security Holder and recorded in the office of the Recorder of the county in which the Property is located. The instrument will contain the name of the original Security Holder, Trustee and Homeowner, 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 will succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee will govern to the exclusion of all other provisions for substitution.

**21. Statement of Obligation Fee.** Security Holder 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.

BY SIGNING BELOW, Homeowner accepts and agrees to the terms and covenants contained in this Security Instrument.

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| 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

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(here insert name and title of the officer), personally appeared , 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.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(NOTARY)

(SEAL)

Lender: LoanSnap, Inc.

NMLS ID:

Loan Originator:

NMLS ID:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Space Below This Line for Acknowledgment]** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_