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Superior Court of California,
County of Orange

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8 Attorneys for Plaintiff
9 NATIONSTAR MORTGAGE LLC

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12
13 COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

14 NATIONSTAR MORTGAGE LLC,

15 Plaintiff,

16 vs.

17 KARI A. HUMPHREY, an individual; TROY
M. HUMPHREY, an individual; and ALL
18 PERSONS KNOWN OR UNKNOWN WHO
CLAIM SOME RIGHT, TITLE, ESTATE, LIEN
19 OR OTHER INTEREST IN THE SUBJECT
PROPERTY; and DOES 1 to 10, Inclusive,

20 Defendants.

CASE NO. 30-2016-00852269-CU-OR-CJC

UNLIMITED CIVIL Judge Ronald L. Bauer

VERIFIED COMPLAINT FOR:

1. REFORMATION OF
DEED OF TRUST;
2. DECLARATORY RELIEF;
3. SPECIFIC PERFORMANCE;
4. QUIET TITLE

21
22 GENERAL ALLEGATIONS

23 1. Plaintiff is informed and believes and on that basis alleges that MORTGAGE
24 ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") was the original beneficiary
25 under that certain deed of trust recorded on April 24, 2006 as Instrument No. 2006000274624
26 in the Official Records of Orange County ("Plaintiff's Deed of Trust"). Pursuant to the
27 terms of the Deed of Trust, Defendants KARI A. HUMPHREY and TROY M. HUMPHREY,

28 VERIFIED COMPLAINT

1 HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
2 (collectively, "Humphrey") is the trustor or borrower, MORTGAGE ELECTRONIC
3 REGISTRATION SYSTEMS, INC. ("MERS") was the original beneficiary, as nominee for the
4 "Lender," Countrywide Home Loans, Inc. ReconTrust Company, N. A. was the original,
5 nominal trustee. Attached hereto and incorporated herein by reference as **Exhibit "1"** is a
6 copy of the Deed of Trust.

7 2. Plaintiff is informed and believes and on that basis alleges that the Deed of
8 Trust was assigned by MERS to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO
9 BAC HOME LOANS SERVICING LP ("BofA") on or about December 19, 2011. The
10 Assignment of Deed of Trust was recorded on December 29, 2011 as Instrument No.
11 2011000683716 in the Official Records of Orange County. A true and correct copy of the
12 Assignment of Deed of Trust is attached hereto as **Exhibit "2"** and incorporated herein by
13 reference.

14 3. Plaintiff is informed and believes and on that basis alleges that a further
15 Assignment was recorded on May 31, 2012 as Instrument No. 2012000307969, Official
16 records, from BANK OF AMERICA, N. A., SUCCESSOR BY MERGER TO BAC HOME
17 LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP to
18 DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR HOLDERS OF
19 THE HARBORVIEW 2006-5 TRUST. A true and correct copy of the Assignment of Deed of
20 Trust is attached hereto as Exhibit "3" and incorporated herein by reference.

21 4. Plaintiff is informed and believes and on that basis alleges that a final
22 assignment to Plaintiff was recorded in the Official Records on August 26, 2014, Instrument
23 No. 2014000343573. A true and correct copy of the Assignment of Deed of Trust to Plaintiff
24 is attached hereto as **Exhibit "4"** and incorporated herein by reference.

25 5. Plaintiff's Deed of Trust encumbers certain real property and improvements
26 thereon in Orange County commonly known as **293 Tustin Field Drive, Tustin, California**
27 **92782** (the "Property").

1 6. Plaintiff is informed and believes and on that basis alleges that the Borrowers
2 acquired title to the Property through a Grant Deed recorded in the Official Records on July
3 29, 2005 as Instrument No. 2005000592311. A true and correct copy of the Grant Deed is
4 attached hereto as **Exhibit "5"** and incorporated herein by reference.

5 7. Plaintiff is informed and believes and on that basis alleges that the Property is
6 erroneously described in the Deed of Trust. The erroneous description is attached to the
7 Deed of Trust as Exhibit A. A true and correct copy of the erroneous description attached
8 and incorporated in the Deed of Trust is attached hereto as **Exhibit "6"** and incorporated
9 herein by reference.

10 8. The error in the legal description is contained in Parcel 1, wherein it is
11 recited that the Instrument Number for the Condominium Plan is 05-10778. The
12 correct instrument number is 200500020778. A true and correct copy of the
13 recorded Condominium Plan is attached hereto as **Exhibit "7"** and incorporated
14 herein by reference.

15 9. The subject Property, which is the subject matter of this action, is located
16 within this judicial district.

17 10. Defendants KARI A. HUMPHREY and TROY M. HUMPHREY are named
18 herein for jurisdictional purposes to have all parties with interests in the Property before the
19 Court, and no money damages are sought against Defendants KARI A. HUMPHREY and
20 TROY M. HUMPHREY.

21 11. Plaintiff does not presently know the true names and capacities of defendants
22 sued herein as DOES 1 through 10, inclusive, and therefore joins said fictitiously named
23 defendants as parties to this action pursuant to California Code of Civil Procedure § 474.
24 Plaintiff will seek leave to amend its complaint of said defendants once their true and
25 capacities have been ascertained.

26 12. Plaintiff is informed and believed and based thereon alleges that each
27 defendant sued herein as DOES 1 through 10 inclusive, claims some right, title, estate, lien
28

1 or other interest in the Property which is subordinate to the security interest held by
2 Plaintiff as hereafter alleged.

FIRST CAUSE OF ACTION

(Reformation)

(Against All Defendants and DOES 1 through 10)

6 13. Plaintiff realleges and incorporates therein by this reference paragraphs 1
7 through 12, inclusive, of its Verified Complaint as if set forth in full.

8 14. On or about April 18, 2006, Defendants Humphrey executed a Promissory
9 Note in the original sum of \$519,200.00 in favor of Countrywide Home Loans, Inc. To
10 secure their repayment obligations under said Promissory Note, the Borrowers executed the
11 subject Deed of Trust on or about April 18, 2006, conveying the power of sale to the
12 Property to the trustee. Attached hereto and incorporated herein by reference as Exhibit
13 "8" is a copy of the Promissory Note.

14 15. Plaintiff alleges on information and belief that the legal description in the
15 Deed of Trust is inconsistent with the legal description in the title documents which pre-
16 date the Deed of Trust, including the Grant Deed by which Borrowers acquired title. As a
17 result, the incorrect legal description created a title defect in the Deed of Trust. The correct
18 legal description is as set forth on **Exhibit "8"** attached hereto and incorporated herein by
19 reference as if fully set forth.

20 16. Defendants Humphrey are in default under the terms of the Promissory Note
21 and Deed of Trust. However, Plaintiff cannot proceed with the foreclosure of the Property
22 due to the title defect cause by the erroneous legal description.

23 17. The Deed of Trust expressly obligates the Borrower thereunder to pay
24 reasonable attorney's fees and costs incurred by Plaintiff to protect or enforce its contractual
25 rights and remedies. Plaintiff has employed counsel to commence and to prosecute this
26 action as needed to protect or enforce its contractual rights and remedies and is therefore
27 entitled to recover its reasonable attorneys' fees and costs incurred herein.

1 18. The Deed of Trust does not accurately reflect Plaintiff's unilateral and mutual
2 agreement and understanding of the Borrower at the time he executed the Promissory Note
3 and Deed of Trust. The incorrect legal description on said Deed of Trust was recorded
4 against the Property through inadvertence, error and mistake, and not the mistake or
5 inadvertence of Plaintiff. It was the intent of all parties that Plaintiff's Deed of Trust would
6 encumber the entire fee title of the Property in first priority position and therefore operate
7 as an effective encumbrance on, and a security interest in, the entire fee title of the Property.
8 However due reasons unbeknownst to Plaintiff and Defendant, Plaintiff's Deed of Trust
9 does not encumber the entire fee title to the Property because of the incorrect legal
10 description in the Deed of Trust.

19. It is a mistake that Plaintiff's Deed of Trust does not encumber the entire fee
title to the Property.

13 20. By this action, Plaintiff seeks to reform the Deed of Trust to make it consistent
14 with the true intentions at the time of execution that such Deed of Trust would operate as
15 an effective encumbrance on, and a security interest in, the entire fee title of the Property
16 consisting of all ownership interests of record held by the Borrower.

17 21. There are no junior lienholders whose rights will be prejudiced by the
18 reformation of the Deed of Trust.

19 WHEREFORE, Plaintiff prays judgment as hereafter set forth:

SECOND CAUSE OF ACTION

(Declaratory Relief)

(Against All Defendants and DOES 1 through 10)

23 22. Plaintiff realleges and incorporates therein by this reference paragraphs 1
24 through 21, inclusive, of its Verified Complaint as if set forth in full.

25 23. An actual controversy has arisen and now exists between Plaintiff and
26 Defendants concerning their respective rights and obligations with respect to the Property.
27 Plaintiff desires a judicial determination concerning the legal effect of the Deed of Trust and

as reformed against the entire fee title of the Property, properly described, including all ownership interests of record held by Defendants Humphrey.

3 24. For a declaration that the Deed of Trust as reformed created a valid and
4 enforceable first position security interest against the entire fee title of the Property,
5 including Defendant Humphrey's record interest in the Property despite the incorrect legal
6 description, or in the alternative, that Plaintiff holds a valid and enforceable equitable first
7 position lien or mortgage against the entire fee interest in the Property as security for
8 repayment of the sums due and owing under the Promissory Note.

9 25. Such a determination is necessary and appropriate at this time to resolve the
10 dispute which has arisen between the parties, to correct the public records before good faith
11 purchasers, or encumbrancers without knowledge of Plaintiff's true interest in the Property
12 who rely to their detriment on the public records in the Office of the Orange County
13 Recorder and to prevent any unjust enrichment which may result if Defendants sell, transfer
14 or encumber their interest in the Property without satisfying the secured debt owed to the
15 Plaintiff.

WHEREFORE, Plaintiff prays judgment as follows:

THIRD CAUSE OF ACTION

(Specific Performance)

(Against All Defendants and DOES 1 through 10)

20 26. Plaintiff realleges and incorporates therein by this reference paragraphs 1
21 through 25, inclusive, of its Verified Complaint as if set forth in full.

22 27. Through inadvertence, error and mistake, and not any inadvertence or
23 mistake of Plaintiff, the material terms of the Deed of Trust are not sufficiently certain to
24 permit the enforcement of Plaintiff's security interest against the entire fee simple interest in
25 the Property as originally contemplated by the parties at the time of execution. The Deed of
26 Trust is amenable to reformation to clarify that Defendants Humphrey did intend, agree
27 and consent to Plaintiff's encumbrance on, and security interest in, the entire fee simple title

1 of the Property, properly described. As reformed, Plaintiff's security interest in the entire
2 Property under the Deed of Trust may be specifically enforced.

3 28. Plaintiff is informed and believes and based thereon alleges that Defendant as
4 part of the loan transaction will execute additional documents as might be reasonably
5 required to acknowledge or perfect Plaintiff's security interest as intended by the parties at
6 the time of execution of the Promissory Note and Deed of Trust.

7 29. Plaintiff has fully performed its obligations under the Promissory Note and
8 Deed of Trust, and at all times, the terms and conditions of the loan transaction have been
9 fair, reasonable and advantageous to Defendants.

10 30. Plaintiff has no plain or adequate legal remedy to enforce its security interest
11 against the entire fee title interest in the Property except by court-ordered specific
12 enforcement of the reformed Deed of Trust, or alternatively, by court-ordered specific
13 enforcement of the Deed of Trust.

14 WHEREFORE, Plaintiff prays judgment as follows:

15 **FOURTH CAUSE OF ACTION**

16 **(Quiet Title)**

17 **(Against All Defendants and DOES 1 through 10)**

18 31. Plaintiff realleges and incorporates therein by this reference paragraphs 1
19 through 30, inclusive, of its Verified Complaint as if set forth in full.

20 32. Plaintiff is the current beneficiary of the first priority lien under the subject
21 Deed of Trust secured by the entire fee title interest to the Property commonly and legally
22 described above and located within Orange County. Defendants claim an interest adverse
23 to Plaintiff's first priority lien against the entire fee title to the Property without any right.
24 Plaintiff seeks a determination that the Deed of Trust, as reformed, operates as an effective
25 encumbrance on, and a security interest in, the entire fee title of the Property consisting of
26 all ownership interests of record held by Defendants Humphrey as of April 24, 2006, the
27 date upon which the Deed of Trust was recorded in the Official Records of Orange County.

WHEREFORE, Plaintiff prays judgment as follows:

ON THE FIRST CAUSE OF ACTION

(Reformation)

(Against All Defendants and DOES 1 through 10)

5 1. That the Deed of Trust be reformed to be consistent with the true intentions of
6 Defendants KARI A. HUMPHREY and TROY M. HUMPHREY, HUSBAND AND WIFE AS
7 COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP at the time of execution, that
8 the Deed of Trust operates as an effective first position encumbrance on, and a security
9 interest in, the entire fee title of the Property, properly described as recited herein,
10 consisting of all ownership interests of record held by , Defendants KARI A. HUMPHREY
11 and TROY M. HUMPHREY, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH
12 RIGHT OF SURVIVORSHIP pursuant to the terms of those agreements.

ON THE SECOND CAUSE OF ACTION

(Declaratory Relief)

(Against All Defendants and DOES 1 through 10)

16 2. For a judicial determination concerning the validity, priority and
17 enforceability of the Deed of Trust as reformed against the entire fee title of the Property,
18 properly described as recited herein, including all ownership interests of record held by
19 Defendants KARI A. HUMPHREY and TROY M. HUMPHREY, HUSBAND AND WIFE AS
20 COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP.

21 3. For a declaration that the Deed of Trust as reformed created a valid and
22 enforceable first position security interest against the entire fee title of the Property,
23 properly described, including , Defendants KARI A. HUMPHREY and TROY M.
24 HUMPHREY, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF
25 SURVIVORSHIP's record interest in the Property despite the incorrect legal description in
26 the Deed of Trust, or in the alternative, that Plaintiff holds a valid and enforceable equitable
27 first position lien or mortgage against , Defendants KARI A. HUMPHREY and TROY M.

1 HUMPHREY, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF
2 SURVIVORSHIP's interest in the Property as security for repayment of the sums due and
3 owing under the Promissory Note.

4 ON THE THIRD CAUSE OF ACTION

5 (Specific Performance)

6 (Against All Defendants and DOES 1 through 10)

7 4. For an Order specifically enforcing the Deed of Trust as reformed to reflect the
8 true intentions of Plaintiff and Defendants KARI A. HUMPHREY and TROY M.
9 HUMPHREY, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF
10 SURVIVORSHIP at the time of execution that Plaintiff's encumbrance on, and security
11 interest in, the entire fee simple title of the Property, properly described, including
12 Defendants KARI A. HUMPHREY and TROY M. HUMPHREY, HUSBAND AND WIFE AS
13 COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP's record interest in the
14 Property.

15 ON THE FOURTH CAUSE OF ACTION

16 (Quiet Title)

17 (Against All Defendants and DOES 1 through 10)

18 5. For Judgment quieting title of first lien position in favor of Plaintiff's Deed of
19 Trust as against the entire fee title of the Property, properly described, consisting of all
20 ownership interests of record held by Defendants KARI A. HUMPHREY and TROY M.
21 HUMPHREY, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF
22 SURVIVORSHIP.

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24 ///

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26 ///

27 ///

VERIFICATION

I have read the foregoing document entitled **VERIFIED COMPLAINT FOR:**

1. REFORMATION OF DEED OF TRUST; 2. DECLARATORY RELIEF; 3. SPECIFIC PERFORMANCE; and 4. QUIET TITLE, and know its contents. I am an officer of NATIONSTAR MORTGAGE LLC, Plaintiff in this action. I am authorized to make this verification on its behalf, and I make this verification for that reason. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true and correct.

I declare under penalty of perjury under the laws of the State of Indiana
that the foregoing is true and correct.

Date: 03-11-2016

Zachary Lee 03-14-16
Print Name

Title: Assistant Secretary


Signature 03-11-16

EXHIBIT 1

Recording Requested By:
S. GLASS

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

87.00

2006000274624 04:22pm 04/24/06

11242 D11 28

0.00 0.00 0.00 0.00 81.00 0.00 0.00 0.00

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
ATOSA TOLOTI

OR#2322067-TR

[Space Above This Line For Recording Data]

12360

00013412384804006

[Escrow/Closing #]

[Doc ID #]

DEED OF TRUST

MIN [REDACTED]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated APRIL 18, 2006 , together with all Riders to this document. COMMUNITY PROPERTY
(B) "Borrower" is KARI A HUMPHREY, AND TROY M HUMPHREY, WIFE AND HUSBAND AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 16

VMP-6A(CA) (0207)
CONV/VA

CHL (08/05)(d)

VMP Mortgage Solutions, Inc. (800)521-7291

Form 3005 1/01



* 2 3 9 9 1 *



* 1 3 4 1 2 3 8 4 8 0 0 0 0 1 0 0 6 A *

Borrower's address is

293 TUSTIN FIELD DRIVE, TUSTIN, CA 92782

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613

(D) "Trustee" is

RECONTRUST COMPANY, N.A.

MSN TO-02 225 WEST HILLCREST DRIVE, THOUSAND OAKS, CA 91360

(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 APRIL 18, 2006 . The

Note states that Borrower owes Lender

FIVE HUNDRED NINETEEN THOUSAND TWO HUNDRED and 00/100

Dollars (U.S. \$ 519,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2036

(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 checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" 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 type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii)

DOC ID #: 00013412384804006

conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in the

COUNTY of ORANGE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 434-063-06

293 TUSTIN FIELD DRIVE, TUSTIN

[Street/City]

California 92782 ("Property Address"):

[Zip Code]

which currently has the address of

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 seized 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 the 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 coverage 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.

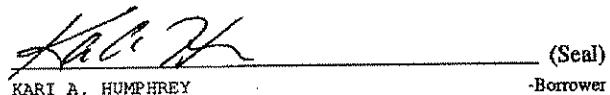
24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain 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.

DOC ID #: 00013412384804006

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.


TROY M. HUMPHREY (Seal)
-Borrower


KARI A. HUMPHREY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

State of California

County of ORANGE

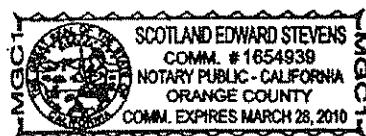
} ss.

On 4/18/06 before me, SCOTLAND EDWARD STEVENS, NOTARY PUBLIC
 personally appeared
TRAVIS A. HUMPHREY AND KAREN A. HUMPHREY

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

WITNESS my hand and official seal.

(Seal)



Prepared by: ATOSA TOLOTI

COUNTRYWIDE HOME LOANS, INC.

DATE: 04/18/2006 Branch #: 0000245
CASE #: 1 PARK PLAZA
DOC ID #: 00013412384804006 IRVINE, CA 92614
BORROWER: TROY M. HUMPHREY Phone: (949) 474-3295
PROPERTY ADDRESS: 293 TUSTIN FIELD DRIVE Br Fax No.: (949) 474-0246
TUSTIN, CA 92782

LEGAL DESCRIPTION EXHIBIT A

FHA/VA/CONV
• Legal Description Exhibit A
1C404-XX (04/03)(d)



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Title Order Number:
File Number: O-SA-2322067

Exhibit "A"

Real property in the City of Tustin, County of Orange, State of California, described as follows:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

A ONE/TENTH (1/10THS) UNDIVIDED FRACTIONAL FEE INTEREST IN AND TO ALL OF THE PROPERTY
DESCRIBED AS MODULE B OF THAT CERTAIN CONDOMINIUM PLAN ("CONDOMINIUM PLAN")
RECORDED JANUARY 10, 2005 AS INSTRUMENT NO. 05-10778 OF OFFICIAL RECORDS OF ORANGE
COUNTY, CALIFORNIA.

PARCEL 2:

UNIT 293 ON THAT PORTION OF LOT 20 OF TRACT NO. 16474, AS SHOWN ON A MAP RECORDED IN
BOOK 854, PAGES 23 TO 31 INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY,
CALIFORNIA, DESCRIBED AND DEPICTED ON THE CONDOMINIUM PLAN AS MODULE "A", AND AS
DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RESERVATION
OF EASEMENTS FOR TUSTIN FIELD I RECORDED SEPTEMBER 21, 2004 AS INSTRUMENT NO. 04-
845795, AND THE NOTICE OF ANNEXATION FOR PHASE 15 OF TUSTIN FIELD (PHASE 4 OF WRIGHT'S
LANDING) RECORDED JANUARY 10, 2005 AS INSTRUMENT NO. 05-20779, BOTH OF OFFICIAL RECORDS
OF SAID ORANGE COUNTY (COLLECTIVELY REFERRED TO AS THE "DECLARATION").

PARCEL 3:

A NON-EXCLUSIVE EASEMENT APPURtenant TO THE AFORE-DESCRIBED CONDOMINIUM UNIT FOR
INGRESS, EGREG, USE AND ENJOYMENT IN, ON, OVER, ACROSS AND THROUGH ALL PORTION OF THE
CORPORATION PROPERTY OF THE PROJECT, AS DEFINED IN THE DECLARATION, AND ACROSS ALL
PORTIONS OF ANY CORPORATION PROPERTY SUBSEQUENTLY ANNEXED INTO THE PROJECT, IF ANY,
WHICH ARE NOT DESCRIBED AS EXCLUSIVE USE CORPORATION PROPERTY.

EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED THEREIN AS EXCLUSIVE USE CORPORATION
PROPERTY, IF ANY.

PARCEL 4:

THE APPLICABLE EXCLUSIVE USE CORPORATION PROPERTY EASEMENTS APPURtenant TO THE
AFORE-DESCRIBED CONDOMINIUM UNIT (E.G., YARDS AND AIR CONDITIONING PADS), AS MORE
PARTICULARLY DESCRIBED AND/OR DEPICTED IN THE DECLARATION AND/OR THE CONDOMINIUM
PLAN ("EXCLUSIVE USE CORPORATION PROPERTY").

APN: 434-063-06

CONDOMINIUM RIDER

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
ATOSA TOLOTI

12360 00013412384804006
[Escrow/Closing #] [Doc ID #]

THIS CONDOMINIUM RIDER is made this EIGHTEENTH day of
APRIL, 2006 , and is incorporated into and shall be deemed to amend and supplement the
Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the

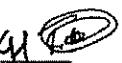
MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM
INSTRUMENT

Page 1 of 4

VMP -8R (0411)

CHL (11/04)(d)

VMP Mortgage Solutions, Inc. (800)521-7291

Initials: 

Form 3140 1/01



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DOC ID #: 00013412384804006

undersigned (the "Borrower") to secure Borrower's Note to
COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

293 TUSTIN FIELD DRIVE, TUSTIN, CA 92782

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

TUSTIN FIELD

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

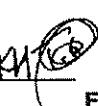
A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

Initials: 

VMP -8R (0411)

CHL (11/04)

Page 2 of 4

Form 3140 1/01

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

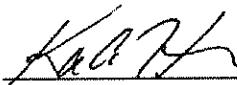
F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

DOC ID #: 00013412384804006

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in
this Condominium Rider.



TROY M. HUMPHREY (Seal)
- Borrower



KARI A. HUMPHREY (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

ADJUSTABLE RATE RIDER

(PayOption MTA Twelve Month Average Index - Payment Caps)

12360 00013412384804006
[Escrow/Closing #] [Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this EIGHTEENTH day of
APRIL, 2006 , and is incorporated into and shall be deemed to amend and supplement
the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by
the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to
COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the property described in the Security Instrument and
located at:

293 TUSTIN FIELD DRIVE
TUSTIN, CA 92782
[Property Address]

**THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE
MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY
PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD
BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE
MAXIMUM LIMIT STATED IN THE NOTE.**

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security
Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

- PayOption MTA ARM Rider
1E310-XX (09/05)(d)

Page 1 of 6



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2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first monthly payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 6.500 %. Additional days interest collected prior to the first monthly payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at a yearly rate of 1.500 %. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by this Section 2 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the first day of JUNE, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding TWO & 65/100 percentage point(s) (2.650 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

DOC ID #: 00013412384804006

I will make my monthly payments on the FIRST day of each month beginning on June, 2006 . I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under the Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MAY 01, 2036 , I still owe amounts under the 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 10219, Van Nuys, CA 91410-0219

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 1,791.86 , unless adjusted under Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first day of JUNE, 2007 , and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500% of my prior monthly payment. This 7.500% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075 . The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment.

• PayOption MTA ARM Rider
1E310-XX (09/05)

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(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent (115 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my Minimum Payment would cause me to exceed that limit, I will instead pay a new Minimum Payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the tenth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, the Note Holder may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." The Payment Options are calculated using the new interest rate in accordance with Section 2(D). I may be given the following Payment Options:

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

DOC ID #: 00013412384804006

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.

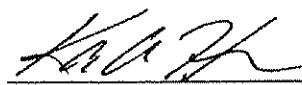
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

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



TROY M. HUMPHREY

-Borrower



KARI A. HUMPHREY

-Borrower

-Borrower

-Borrower

* PayOption MTA ARM Rider
1E310-XX (09/05)

Page 6 of 6

Recording Requested By:
Bank of America
Prepared By: Rene Rosales
450 E. Boundary St.
Chapin, SC 29036
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 18613412384866109

Property Address:
293 Tustin Field Dr
Tustin, CA 92782-6523

CA0-ADT 14255508

12/16/2011

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

12.00

2011000683716 12:57 pm 12/29/11

47 412 A32 2

0.00 0.00 0.00 0.00 3.00 0.00 0.00 0.00

This space for Recorder's use

MIN # 18613412384866109

MERS Phone #: 888-679-6377

IT
2P

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 400 NATIONAL WAY, SIMI VALLEY, CA 93065 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: COUNTRYWIDE HOME LOANS, INC.
Original Borrower(s): KARI A HUMPHREY, AND TROY M HUMPHREY, WIFE AND HUSBAND AS
COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
Original Trustee: RECONTRUST COMPANY, N.A.
Date of Deed of Trust: 4/18/2006
Original Loan Amount: \$519,200.00

Recorded in Orange County, CA on: 4/24/2006, book N/A, page N/A and instrument number 2006000274624

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on
DEC 19 2011

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.

By: Bud Kamyabi
Bud Kamyabi, Assistant Secretary

EXHIBIT 2

Recording Requested By:
Bank of America
Prepared By: Rene Rosales
450 E. Boundary St.
Chapin, SC 29036
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 18613412384866109

Property Address:

293 Tustin Field Dr
Tustin, CA 92782-6523

CAG-ADT 14253508

12/16/2011

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

12.00

2011000683716 12:57 pm 12/29/11

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This space for Recorder's use

MIN #: 100000000000000000 MERS Phone #: 888-679-6377

IT
2P

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 400 NATIONAL WAY, SIMI VALLEY, CA 93065 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: COUNTRYWIDE HOME LOANS, INC.

Original Borrower(s): KARI A HUMPHREY, AND TROY M HUMPHREY, WIFE AND HUSBAND AS
COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

Original Trustee: RECONTRUST COMPANY, N.A.

Date of Deed of Trust: 4/18/2006

Original Loan Amount: \$519,200.00

Recorded in Orange County, CA on: 4/24/2006, book N/A, page N/A and instrument number 2006000274624

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on
DEC 19 2011

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.

By: Bud K
Bud Kamyabi, Assistant Secretary

State of California
County of Ventura

On 12/19/11 before me, Desiree Carson, Notary Public, personally appeared
Bud Karmah,

, 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.

INNESS my hand and official seal.



Notary Public: Desiree Carson
My Commission Expires: 12/19/13

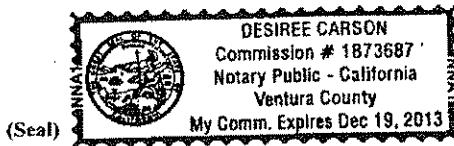


EXHIBIT 3

3 LANDSAFE TITLE

RECORDING REQUESTED BY:
RECONTRUST COMPANY
AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENTS TO:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder



9.00

* \$ R 0 0 4 8 5 1 3 2 2 \$ *

2012000307969 8:00 am 05/31/12

117 418 S15 1

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

TS No. 12-0051942

12-0092350

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR HOLDERS OF THE HARBORVIEW
2006-5 TRUST

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 04/18/2006, EXECUTED BY:
KARI A HUMPHREY, AND TROY M HUMPHREY, WIFE AND HUSBAND AS COMMUNITY PROPERTY WITH
RIGHT OF SURVIVORSHIP, TRUSTOR: TO RECONTRUST COMPANY, N.A., TRUSTEE AND RECORDED AS
INSTRUMENT NO. 200600274624 ON 04/24/2006, OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S
OFFICE OF ORANGE COUNTY, IN THE STATE OF CALIFORNIA.

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND
TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID
DEED OF TRUST ~~AND ATTACHED~~.

DATED:

MAY 30 2012

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC
HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME
LOANS SERVICING LP

BY:

MAY 30 2012

LORYN STONE, ASSISTANT VICE PRESIDENT

State of: California)

County of: Ventura)

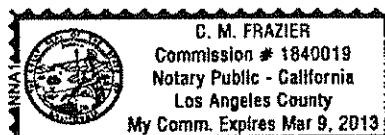
On MAY 30 2012 before me, C. M. FRAZIER, notary public, personally appeared Loryn Stone
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

(Seal)

C. M. FRAZIER



Form asgnmnt_2011.11.0_11/2011

EXHIBIT 4

Recorded in Official Records, Orange County

Hugh Nguyen, Clerk-Recorder



9.00

2014000343573 8:00 am 08/26/14

47 406 A32 F13 1

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:

DOCUMENT ADMINISTRATION
Nationstar Mortgage
2617 COLLEGE PARK
SCOTTSBLUFF, NE 69361



CORPORATE ASSIGNMENT OF DEED OF TRUST

Orange, California

SELLER'S SERVICING #:0614583706 "HUMPHREY"

Prepared By: Cherri Palomo, Nationstar Mortgage 2617 COLLEGE PARK, SCOTTSBLUFF, NE 69361 1-888-480-2432

For Value Received, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR HOLDERS OF THE HARBORVIEW 2006-5 TRUST BY NATIONSTAR MORTGAGE LLC AS ATTORNEY-IN-FACT hereby grants, assigns and transfers to NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 69361 all its interest under that certain Deed of Trust dated 04/18/2006 , in the amount of \$519,200.00, executed by KARI A HUMPHREY, AND TROY M HUMPHREY, WIFE AND HUSBAND AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. and Recorded: 04/24/2006 as instrument No.: 2006000274624 in the County of Orange, State of California.

In witness whereof this instrument is executed.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR HOLDERS OF THE HARBORVIEW 2006-5 TRUST BY NATIONSTAR MORTGAGE LLC AS ATTORNEY-IN-FACT
On 8-13-2014

Loran C. Shaw, Assistant
Secretary

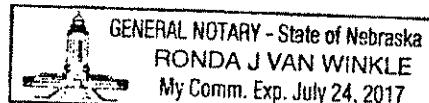
STATE OF Nebraska
COUNTY OF Scotts Bluff

On 8/13/2014, before me, Ronda Van Winkle, a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared Loran C. Shaw, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Ronda Van Winkle

Notary Expires: 7/24/2017



(This area for notarial seal)

EXHIBIT 5

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
SUBDIVISION DEPARTMENT
Order No. 1493936-111

Escrow No. 1493936
Loan No.

WHEN RECORDED MAIL TO:
Troy Mario Humphrey
293 Tustin Field Drive
Tustin, CA 92782

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

33.00

2005000592311 04:10pm 07/29/05

103 15 G02 10

298.93 298.92 0.00 0.00 27.00 0.00 0.00 0.00

DOCUMENTARY TRANSFER TAX \$ 597.85

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.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned

Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WL HOMES LLC, a Delaware limited liability company

hereby GRANT(S) to **Kari A. Humphrey and Troy M. Humphrey, wife and husband**
as community property with right of survivorship

the real property in the City of Tustin, County of Orange, State of California, described as

See Exhibit "A" attached hereto

WL HOMES LLC,
a Delaware limited liability company

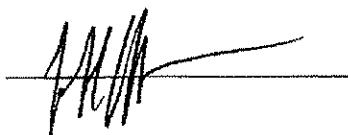
Dated July 5, 2005

STATE OF CALIFORNIA
COUNTY OF Orange

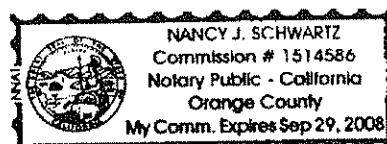
}
}ss

On July 6, 2005 before me,
Nancy J. Schwartz, personally appeared
Jeffrey C. Hermann, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to
me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person or the entity upon behalf of which
the person acted, executed the instrument.

BY:



Jeffrey C. Hermann
VP of Finance



(This area for official notarial seal)

MAIL TAX STATEMENTS TO:

MAIL TAX STATEMENTS TO
RETURN ADDRESS ABOVE.

1002 (1/94)

18324.228-9245.FCM 071604

Government Code 27361.7

I certify under the penalty of perjury that the notary seal on
this document reads as follows:

Name of Notary: NANCY J. SCHWARTZ
Date Commission Expires: SEP 29, 2008
County where Bond is Filed: ORANGE
Commission No.: 1514586
Manufacturer/Vendor No.: NNA1

Place of execution - Santa Ana Date- July 29, 2005

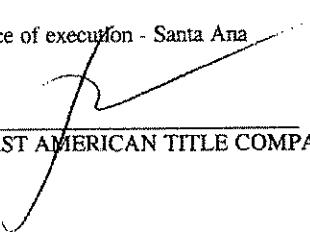

FIRST AMERICAN TITLE COMPANY

EXHIBIT "A"
Phase 15 of Tustin Field
(Phase 4 of Wright's Landing)

Parcel 1. An Undivided Interest in the Common Area:

A one-tenth (1/10th) undivided fractional fee interest in and to all of the property located in the City of Tustin, County of Orange, State of California, described as Module "B" of that certain Condominium Plan recorded on January 10, 2005, as Instrument No. 2005000020778, in the Official Records of Orange County, California, as same may be amended, modified, and/or re-recorded from time to time ("Condominium Plan").

Parcel 2. The Condominium Unit:

Unit 293 on that certain portion of Lot 20 of Tract 16474 as shown on a map filed in Book 854, Pages 23 to 31, inclusive, of Miscellaneous Maps, records of Orange, California, described and depicted on the Condominium Plan as Module "A," and as described in the "Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Tustin Field I" recorded on September 21, 2004, as Instrument No. 2004000845795, and the Notice of Annexation for Phase 15 of Tustin Field I (Phase 4 of Wright's Landing), recorded on January 10, 2005, as Instrument No. 2005000020779, both in the Official Records of Orange County, California, as same may be amended, modified, and/or re-recorded from time to time (collectively referred to as the "Declaration").

RESERVING THEREFROM unto the Grantor, the right to enter the Condominium Estate (including the residence thereon) for a term of twelve (12) months following the recordation date of this Grant Deed, to complete and repair any improvement or landscaping located thereon as determined necessary by Grantor, in its sole discretion, in order to comply with the requirements for the recordation of the Map, and to comply with the requirements of applicable governmental agencies. The Condominium Estate is also subject to a right of entry by Grantor and its agents until the expiration of all applicable statutes of limitations for the filing of a complaint or suit or other legal remedies against Grantor in any way relating to or arising out of the development, construction and sale of the Condominium Estate by Grantor. Such entry by Grantor shall be preceded by reasonable notice to Grantee before such entry. If this reservation of right of entry is not complied with by Grantee, Grantor may enforce this right of entry in a court of law. Grantee shall be responsible for all damages arising out of said breach (e.g., refusing to allow such entry) including attorneys' fees and court costs.

Parcel 3. Nonexclusive Easements Over Corporation Property:

A nonexclusive easement appurtenant to the afore-described Condominium Unit for ingress, egress, use, and enjoyment in, on, over,

across, and through all portions of the Corporation Property of the Project, except therefrom those portions described as Exclusive Use Corporation Property, if any, and across all portions of any Corporation Property subsequently annexed into the Project, if any, which are not described as Exclusive Use Corporation Property.

Parcel 4. Easements for Exclusive Use Corporation Property:

The applicable Exclusive Use Corporation Property easements appurtenant to the afore-described Condominium Unit (e.g., yards, air conditioning pad, etc.), as more particularly described and/or depicted in the Declaration, Notice of Annexation, and/or the Condominium Plan ("Exclusive Use Corporation Property").

[Parcels 1 through 4, inclusive, are collectively referred to as the "Condominium Estate"]

SUBJECT TO:

- (1) The covenants, conditions, easements, reservations, and restrictions set forth in the Declaration as maybe amended, modified, and/or re-recorded from time to time.
- (2) All reservations, covenants, conditions, restrictions, rights, rights-of-way, dedications, offers of dedications, equitable servitudes, easements, and other property rights of record (e.g., described and/or depicted on Tract 16474), apparent, or ascertainable by inspecting the Condominium Estate.
- (3) General and special real property taxes (including but not limited to community facilities district taxes) for the current fiscal year, assessments and supplemental assessments and/or taxes.
- (4) The right of entry or repair by Grantor and its agents until the expiration of all applicable statutes of limitations for the filing of a complaint or suit or other legal remedies against Grantor in any way relating to or arising out of the development, construction, transfer, and/or sale of the Condominium Estate by Grantor.
- (5) All zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Condominium Estate.
- (6) Any other matters created, permitted or approved by Grantee.
- (7) The following provisions (the "Right to Repair Provisions") pertaining to matters concerning Title 7 [] Requirements for Actions for Construction Defects, of Part 2 of Division 2 of

the California Civil Code (the "Right to Repair Law"):

(i) Acknowledgement of Receipt/Transfer Obligation. Grantee acknowledges that Grantor has provided and Grantee has received the following, and Grantor hereby instructs Grantee to provide to any transferee of the Condominium Estate or any interest associated therewith, all documents provided to Grantee in conjunction with the original transfer of the Condominium Estate:

(a) Fit and Finish Warranty. Grantor's Fit and Finish Warranty (the "Fit and Finish Warranty") includes a one year express warranty which addresses the statutory required components (e.g., cabinets, mirrors, flooring, interior and exterior walls, countertops, paint finishes and trim) pursuant to California Civil Code Section 900.

(b) Enhanced Protection Agreement. Grantor's Enhanced Protection Agreement (including the Fit and Finish Warranty noted above) consists of Grantor's First Year Customer Care Program; Grantor's Home Builder's Limited Warranty; Grantor's Performance Standards; Grantor's Maintenance of Your Home Recommendations; Grantor's Natural Occurrences; and Grantor's Suggested Maintenance Schedule. All maintenance recommendations and schedules provided by Grantor to Grantee (e.g., Maintenance of Your Home Recommendations and Suggested Maintenance Schedule - "Maintenance Recommendations") pertaining to the Condominium Estate, as of the date this Grant Deed is recorded (the "Deed Recordation Date"). Notwithstanding the foregoing, Grantor may, by written notice to Grantee, supplement or amend the Maintenance Recommendations from time to time. Grantee shall faithfully follow all of the Maintenance Recommendations, as well as any product manufacturer's maintenance requirements and guidelines and commonly accepted maintenance practices, and Grantee shall cause any tenant of Grantee to follow them as well.

Grantee shall provide (1) the Fit and Finish Warranty to any person who purchases the Condominium Estate from Grantee on or before the first anniversary of the Deed Recordation Date, and (2) the Enhanced Protection Agreement (including but not limited to the Maintenance Recommendations [including all supplements and amendments thereto]) consumer products and consumer good manufacturer information to any person who purchases the Condominium Estate from Grantee at any time and shall require any such subsequent purchase to provide said Enhanced Protection Agreement (including all supplements and amendments thereto), consumer products and consumer good manufacturer information to

any person or entity who purchases the Condominium Estate from such subsequent purchaser. Grantee acknowledges its obligations to follow the Maintenance Recommendations provided by Grantor, as well as any product manufacturer's maintenance requirements and guidelines, and commonly accepted maintenance practices.

Grantee's Initials: KM \ T#

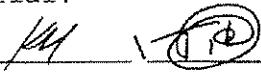
(ii) Right to Repair Procedures. Grantor advises Grantee of the existence of the prelitigation procedures set forth in Chapter 4 of the Right to Repair Law (the "Right to Repair Procedures") and that such procedures impact the legal rights of Grantee. Grantee acknowledges that Grantee has been provided a written copy of the Right to Repair Law. Grantor instructs Grantee to, and Grantee acknowledges that Grantee shall, provide such documents to any subsequent purchaser of the Condominium Estate from Grantee, and shall require any such subsequent purchaser to provide said documents to any person or entity who purchases the Condominium Estate from such subsequent purchaser. The Condominium Estate shall be subject to the Enhanced Protection Agreement in lieu of the standards set forth in The Right to Repair Law and any legal action seeking recovery of damages for deficiencies in the Condominium Estate shall be limited to a violation of the enhanced protection standards set forth in The Enhanced Protection Agreement except as otherwise provided in California Civil Code Section 945.5.

(iii) Agent. Grantee and Grantor acknowledge that the following individual ("Agent") is currently Grantor's agent for notice of claims pursuant to the nonadversarial dispute resolution procedures adopted by Grantor (notice to Grantor does not constitute notice of a claim, or any other notice, under California Civil Code Sections 895 *et. seq.*): Stacy McDaniel, General Counsel, WL Homes LLC, at the address set forth in the records of the Secretary of State of California for said entity.

Grantee's Initials: KM \ PBN

(iv) Alternative Nonadversarial Contractual Provision. Except as may be required by the Fit and Finish Warranty and/or the Enhanced Protection Agreement, Grantor elects to use its own alternative nonadversarial contractual provisions instead of the Right to Repair Procedures as authorized by Chapter 4 of the Right to Repair Law. Grantor's nonadversarial contractual provisions shall be as provided to Grantee by Grantor or as Grantor may set forth in the purchase and sale contract with Grantee, Grantor's Customer Care Service Processing Procedures, or Grantor's Home Builder's Limited Warranty in the Homeowners Manual applicable to the Condominium Estate. Any dispute which is

not resolved under those nonadversarial contractual provisions shall be resolved by binding arbitration, and Grantee acknowledges it has waived its right to have disputes litigated in a court or jury trial.

Grantee's Initials: 

(v) Grantee Indemnity of Grantor. Grantee shall indemnify, defend and hold Grantor harmless from any loss, cost or damages arising from Grantee's failure to carry out Grantee's obligations under the terms of the Declaration and this Grant Deed.

(vi) Covenants to Run With the Land. The Condominium Estate shall be held, conveyed, encumbered and used subject to the Grantor's Enhanced Protection Agreement and any contract between Grantor and Grantee (some or all of which may be recorded by Grantor against the Condominium Estate at the close of escrow). The Enhanced Protection Agreement is intended and shall be construed as covenants and conditions running with and binding upon the Condominium Estate and as equitable servitudes. The Enhanced Protection Agreement is binding on and burden all persons having or acquiring any right, title or interest in the Condominium Estate (during their ownership of such interest), or any part thereof, and their successors and assigns. The Enhanced Protection Agreement shall inure to the benefit of Grantor and its successors and assigns. The Enhanced Protection Agreement shall automatically terminate and be of no further effect upon the earlier of (a) the expiration of all applicable statutes of limitations for the filing of a complaint or suit or other legal remedies against Grantor in any way relating to or arising out of the development, construction, transfer and/or sale of the Condominium Estate by Grantor, or (b) the date fifteen (15) years after the Deed Recordation Date, or (c) any applicable date set forth in the Enhanced Protection Agreement.

THIS DEED is made and accepted and the Condominium Estate is hereby granted subject to the covenants, conditions, restrictions, easements, reservations, rights, uses, limitations, equitable servitudes, liens, charges, and all other terms and provisions (collectively referred to as the "Protective Covenants") set forth in the Declaration, and in the Articles of Incorporation and By-Laws of "Tustin Field I Maintenance Corporation" (as defined in the Declaration) (referred to as "Corporation"), each and all of which are hereby made a part hereof and expressly imposed on the Condominium Estate by this reference with the same effect as though fully set forth herein.

The conveyance of the Condominium Estate described herein is made subject to the Declaration, and any amendments thereto, and the covenants, conditions, restrictions, rights, easements, reservations, benefits and burdens contained therein, each and all of

which are covenants running with the land established in accordance with Section 1468 of the California Civil Code for the benefit of and binding upon the parties hereto and each successive owner of all or any portion of the land affected thereby and are expressly incorporated herein by reference as though set out herein in full.

GRANTEES, in accepting this deed and conveyance thereunder, do hereby covenant and agree, jointly and severally, for the benefit of Grantor and for the benefit of the Corporation, and for the benefit of each and every owner bound by the Declaration, that Grantees will promptly, fully, and faithfully comply with all of the Protective Covenants, and, in particular, Grantees do hereby covenant and agree, jointly and severally, to promptly pay in full when due all assessments levied in accordance with the Protective Covenants against the Condominium Estate conveyed hereby, this agreement being binding upon the Grantees, their successors, heirs, executors, administrators, devisees, assigns, and grantees.

In addition, Grantees do hereby irrevocably appoint Grantor as attorney-in-fact for Grantees, and each of Grantees' mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors, and assigns, whether voluntary or involuntary, to act as Grantees' attorney-in-fact in connection with any modification to the development plans of all or any portion of Tract 16474.

GRANTEE, by acceptance and recordation of this Grant Deed, (a) accepts and approves this Grant Deed, including the Enhanced Protection Agreement, and (b) accepts, covenants, and agrees to be bound by Grantor's dispute resolution procedures and waiver of jury trial, which provisions are acknowledged to be reasonable and incorporated in this Grant Deed by this reference.

Anti-Discrimination. As required by Section 12.5 of the DDA, all deeds, leases or contracts pertaining to a Condominium or the Corporation Property shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

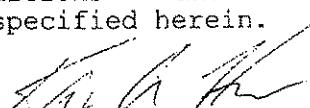
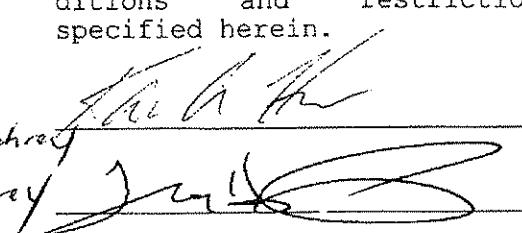
(c) In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for itself, its successors and assigns and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, tenants, or vendees in the land herein leased."

(c) In contracts: "There shall be no discriminating against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

"GRANTEE"

I/(We) hereby accept this Deed and the terms, covenants, conditions and restrictions specified herein.

Kari A. Humphrey 
Troy M. Humphrey 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

} ss.

On July 29, 2005, before me,

Kathleen M. Baskin,
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kari A. Humphrey and Troy M. Humphrey.

Name(s) of Signer(s)

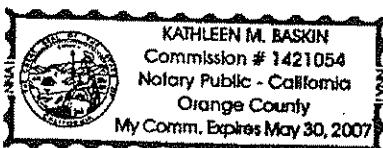
- personally known to me
 proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Kathleen M. Baskin

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMPRINT
OF SIGNER

(top of thumb here)

Signer Is Representing: _____

Recording Requested By:
S. GLASS

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

87.00

2006000274624 04:22pm 04/24/06

11242 D11 28

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MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
ATOSA TOLOTI

OR#2322067-TR

[Space Above This Line For Recording Data]

12360

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[Escrow/Closing #]

[Doc ID #]

DEED OF TRUST

MIN1000157-0006614890-5

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 APRIL 18, 2006 , together with all Riders to this document. COMMUNITY PROPERTY
(B) "Borrower" is KARI A HUMPHREY, AND TROY M HUMPHREY, WIFE AND HUSBAND AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 16

VMP[®]-6A(CA) (0207)
CONVA

CHL (08/05)(d)

VMP Mortgage Solutions, Inc. (800)521-7281

Form 3005 1/01



* 2 3 9 9 1 *



* 1 3 4 1 2 3 8 4 8 0 0 0 0 1 0 0 6 A *

EXHIBIT 6

EXHIBIT "A"
Phase 15 of Tustin Field
(Phase 4 of Wright's Landing)

Parcel 1. An Undivided Interest in the Common Area:

A one-tenth (1/10th) undivided fractional fee interest in and to all of the property located in the City of Tustin, County of Orange, State of California, described as Module "B" of that certain Condominium Plan recorded on January 10, 2005, as Instrument No. 2005000020778, in the Official Records of Orange County, California, as same may be amended, modified, and/or re-recorded from time to time ("Condominium Plan").

Parcel 2. The Condominium Unit:

Unit 293 on that certain portion of Lot 20 of Tract 16474 as shown on a map filed in Book 854, Pages 23 to 31, inclusive, of Miscellaneous Maps, records of Orange, California, described and depicted on the Condominium Plan as Module "A," and as described in the "Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Tustin Field I" recorded on September 21, 2004, as Instrument No. 2004000845795, and the Notice of Annexation for Phase 15 of Tustin Field I (Phase 4 of Wright's Landing), recorded on January 10, 2005, as Instrument No. 2005000020779, both in the Official Records of Orange County, California, as same may be amended, modified, and/or re-recorded from time to time (collectively referred to as the "Declaration").

RESERVING THEREFROM unto the Grantor, the right to enter the Condominium Estate (including the residence thereon) for a term of twelve (12) months following the recordation date of this Grant Deed, to complete and repair any improvement or landscaping located thereon as determined necessary by Grantor, in its sole discretion, in order to comply with the requirements for the recordation of the Map, and to comply with the requirements of applicable governmental agencies. The Condominium Estate is also subject to a right of entry by Grantor and its agents until the expiration of all applicable statutes of limitations for the filing of a complaint or suit or other legal remedies against Grantor in any way relating to or arising out of the development, construction and sale of the Condominium Estate by Grantor. Such entry by Grantor shall be preceded by reasonable notice to Grantee before such entry. If this reservation of right of entry is not complied with by Grantee, Grantor may enforce this right of entry in a court of law. Grantee shall be responsible for all damages arising out of said breach (e.g., refusing to allow such entry) including attorneys' fees and court costs.

Parcel 3. Nonexclusive Easements Over Corporation Property:

A nonexclusive easement appurtenant to the afore-described Condominium Unit for ingress, egress, use, and enjoyment in, on, over,

across, and through all portions of the Corporation Property of the Project, except therefrom those portions described as Exclusive Use Corporation Property, if any, and across all portions of any Corporation Property subsequently annexed into the Project, if any, which are not described as Exclusive Use Corporation Property.

Parcel 4. Easements for Exclusive Use Corporation Property:

The applicable Exclusive Use Corporation Property easements appurtenant to the afore-described Condominium Unit (e.g., yards, air conditioning pad, etc.), as more particularly described and/or depicted in the Declaration, Notice of Annexation, and/or the Condominium Plan ("Exclusive Use Corporation Property").

[Parcels 1 through 4, inclusive, are collectively referred to as the "Condominium Estate"]

SUBJECT TO:

- (1) The covenants, conditions, easements, reservations, and restrictions set forth in the Declaration as maybe amended, modified, and/or re-recorded from time to time.
- (2) All reservations, covenants, conditions, restrictions, rights, rights-of-way, dedications, offers of dedications, equitable servitudes, easements, and other property rights of record (e.g., described and/or depicted on Tract 16474), apparent, or ascertainable by inspecting the Condominium Estate.
- (3) General and special real property taxes (including but not limited to community facilities district taxes) for the current fiscal year, assessments and supplemental assessments and/or taxes.
- (4) The right of entry or repair by Grantor and its agents until the expiration of all applicable statutes of limitations for the filing of a complaint or suit or other legal remedies against Grantor in any way relating to or arising out of the development, construction, transfer, and/or sale of the Condominium Estate by Grantor.
- (5) All zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Condominium Estate.
- (6) Any other matters created, permitted or approved by Grantee.
- (7) The following provisions (the "Right to Repair Provisions") pertaining to matters concerning Title 7 [] Requirements for Actions for Construction Defects, of Part 2 of Division 2 of

EXHIBIT 7

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
SUBDIVISION DEPARTMENT

RECORDING REQUESTED BY
FIRST AMERICAN TITLE CO.

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

 99.00

2005000020778 12:45pm 01/10/05

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WHEN RECORDED MAIL TO:

HUNSAKER & ASSOCIATES IRVINE, INC.
THREE HUGHES, IRVINE, CA., 92618
Attn: Howard Foss

157/55 - AJ

THIS SPACE FOR RECORDER'S USE ONLY

CONDOMINIUM PLAN
TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474-LOT 20 (DRE PHASE 15)

THIS INSTRUMENT IS RECORDED IN THE COUNTY OF ORANGE AT THE
REQUEST OF FIRST AMERICAN TITLE COMPANY AS AN ACCOMMODATION
ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS
TO ITS EFFECT UPON THE TITLE.

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)

WHEN RECORDED RETURN TO:

HUNSAKER & ASSOCIATES IRVINE, INC.
Three Hughes, Irvine, California 92618

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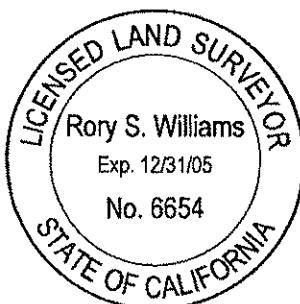
(space above for recorder's use)

LEGAL DESCRIPTION

In the City of Tustin, County of Orange, State of California, being a portion of Lot 20 of Tract 16474 filed in Book 854, Pages 23 through 31, inclusive, of Miscellaneous Maps, Records of said County which is described and depicted as Module C in that certain Condominium Plan recorded DEC 23, 2004 as Instrument No. *, of Official Records of said County. * 2004001139242

SURVEYOR'S STATEMENT

I hereby state that I am a Licensed Land Surveyor of the State of California, and that this plan, consisting of 26 sheets, correctly represents a true and complete survey of the perimeter of the project, being a portion of Lot 20 of Tract 16474, filed in Book 854, Pages 23 through 31, inclusive, of Miscellaneous Maps, Records of said County, which is described and depicted as Module C in that certain Condominium Plan recorded _____, as Instrument No. _____, of Official Records of said County made under my supervision in July 2003, and the proposed locations of the airspace units to be constructed.



Rory S. Williams
Rory S. Williams, L.S. No. 6654
License Expires: December 31, 2005
Date: 12/10/04

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

CERTIFICATE

We the undersigned, being the record owner and record holder of security interest in the real property hereinabove described, do hereby certify that we consent to the recordation of this plan of condominium pursuant to the provisions of Section 1351 (e) of the *California Civil Code*, consisting of:

1. The description of the survey map of the surface of the land included within this project as set forth herein;
2. A three-dimensional description of a condominium project in sufficient detail to identify the Common Areas, Corporation Property and each separate interest, and
3. This certificate.

RECORD OWNER

WL HOMES LLC, A DELAWARE
LIMITED LIABILITY COMPANY

BY: _____



Name: David Prolo
Title: Senior Vice President

CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

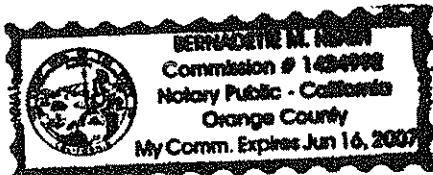
State of California

County of Orange

On Dec. 14, 2004 before me, Bernadette M. Heath, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared David Proto,
NAME(S) OF SIGNER(S)

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



My Commission Expires:
WITNESS my hand and official seal.

Bernadette M. Heath
SIGNATURE OF NOTARY

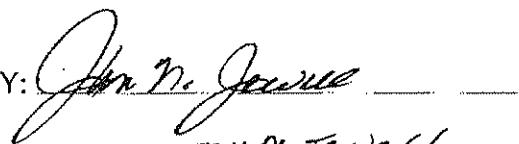
CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)

BENEFICIARY STATEMENT

HOUSING CAPITAL COMPANY, A MINNESOTA PARTNERSHIP

Beneficiary under those Deeds of Trust recorded April 18, 2003, as Instrument No. 2003000433406 and recorded April 6, 2004, as Instrument No. 2004000285034, both of Official Records.

BY:



Name: JAH M Jewell
Title: St. Vice President

BY:



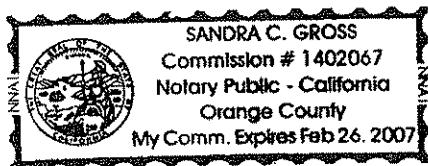
Name: Elle Heller
Title: Vice President

CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California, _____
County of Orange, _____
On 12/20/04 before me, Sandra C. Gross,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Jan M. Jewell & Elke Heller,
NAME(S) OF SIGNER(S)

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.



My Commission Expires:
WITNESS my hand and official seal.

Sandra C. Gross
SIGNATURE OF NOTARY

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

BENEFICIARY STATEMENT

CITY OF TUSTIN, A MUNICIPAL CORPORATION

Beneficiary under a Deed of Trust recorded October 24, 2003, as Instrument No. 2003001314828
of Official Records.

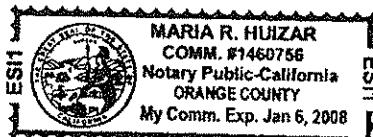
BY: William A. Huston
Name: WILLIAM A. HUSTON
Title: CITY MANAGER

CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange
On December 23, 2007 before me, Maria R. Huizar, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared William A. Huston,
NAME(S) OF SIGNER(S)

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.



My Commission Expires: January 6, 2008
WITNESS my hand and official seal.

Maria R. Huizar
SIGNATURE OF NOTARY

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

DEFINITIONS

1. **CORPORATION.** Corporation means Tustin Field I Maintenance Corporation, a California nonprofit, mutual benefit corporation and its successors-in-interest. The Corporation is an "association" as defined in Section 1351(a) of the California Civil Code.
2. **CORPORATION PROPERTY.** The term "Corporation Property" in Phase 15 shall mean and refer to Modules "A" and "D" described herein, excepting therefrom the Units and Common Area. The Corporation Property shall include, without limitation, the condominium buildings located thereon (excepting therefrom the Condominium Units), together with all Improvements including bearing walls, columns, beams, floors, roofs, slabs, foundations, chimneys, fences, exterior stairs and landings, reservoirs, tanks, pumps, private onsite main sewer laterals and lines, common mailbox structures, irrigation equipment, and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior light and other utility installations wherever located (except all utility installations and/or outlets thereof when located within or exclusively serving one Condominium Unit, and internal and external telephone wiring designated to exclusively serve a Condominium Unit), the fire sprinklers (including sprinkler heads) and fire detection alarms, perimeter walls, private streets, entry gates, the private storm drain system for the Project, poles, signs, Project monument sign, any recreational amenities, and any landscaping located on the Corporation Property, excepting therefrom landscaping and Improvements located in the Exclusive Use Corporation Property. Additional Corporation Property may be annexed to the Project pursuant to applicable provisions of the Declaration.
3. **COMMON AREA.** Common Area shall mean and refer to Module "B" described and depicted herein. The term Module "B" shall mean and refer to the three-dimensional volume of airspace, the lower boundary of which is a horizontal plane at an elevation of 10 feet below infinity the upper boundary of which is a horizontal plane at infinity, and the lateral boundaries of which are depicted on this Condominium Plan. Each owner of a Condominium in Phase 15 shall own an undivided one-tenth (1/10) fee simple interest in the Common Area, as a tenant in common with the owners of the Condominiums on Phase 15. Common Area is "common area", as that term is defined in California Civil Code Section 1351(b) and is consistent with the meaning of "three-dimensional portion," used in California Civil Code Section 66427, and may be amended from time to time.
4. **CONDOMINIUM.** Condominium means as estate in real property as defined in California Civil Code Sections 783 and 1351(f), as may be amended from time to time. A Condominium consists of an undivided fee simple ownership interest in the Common Area in a Phase together with a separate ownership in fee in a Unit, and all

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

DEFINITIONS

easements appurtenant thereto. The undivided fee simple interest in the Common Area appurtenant to a Unit in a Phase is a fraction having one (1) as its numerator and the number of Units in that Phase as its denominator, and shall be held by the Owners of Condominiums in that Phase as tenants-in-common.

5. **CONDOMINIUM PLAN.** Condominium Plan means this recorded document, and any amendments, thereto, prepared in accordance with Section 1351(e) of the California Civil Code,, consisting of (a) a description or survey map of Phase 15, which shall refer to or show monumentation on the ground, (b) a three-dimensional description of Phase 15, one or more dimensions of which may extend for an indefinite distance upwards or downwards in sufficient detail to identify the Corporation Property, Common Area and Unit, and (c) a certificate consenting to the recordation thereof signed and acknowledged by the record owners of fee title to Phase 15 or portion thereof, all lessors and lessees of an estate for years in such Phase or portion thereof, and by either the trustee or the beneficiary of each recorded Deed of Trust, and the mortgagee of each recorded mortgage encumbering Phase 15, or a portion thereof.
6. **DECLARANT.** Declarant means WL Homes LLC, a Delaware Limited Liability Company, its successors, and any person to which it shall have assigned any of its rights under the Declaration by an express written assignment. Declarant is a builder as described in California Civil Code Section 1375.
7. **DECLARATION.** Declaration means the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Tustin Field I, and all Notices of Annexation recorded in the Official Records of Orange County, California, as each may be amended or restated.
8. **EXCLUSIVE USE CORPORATION PROPERTY.** Exclusive Use Corporation Property means those exclusive easements over Corporation Property which are reserved for the benefit of specified Owners, including yard and air conditioning compressor pads, and internal and external telephone wiring designed to serve a single Unit but located outside the boundaries of such Unit, in accordance with California Civil Code Section 1351(i). Particular Exclusive Use Corporation Property and the Units to which said Exclusive Use Corporation Property are appurtenant are identified on this Condominium Plan as follows:
 - (a) **Exclusive Use Corporation Property Yards** shall mean those certain yard areas identified on this Condominium Plan by the letter "Y" and the Unit number. The lateral boundaries of each Exclusive Use Corporation Property Yard Area shall

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

DEFINITIONS

be as originally constructed by Declarant, being the exterior finished surfaces of any perimeter walls, windows or doors of its appurtenant Unit and the interior finished surfaces of any fencing, railings or gates (if applicable) thereby enclosing said yards, as more particularly shown and described herein. The lower boundary of each Exclusive Use Corporation Property Yard area shall be 10.00 feet below the finished floor elevation of that portion of its appurtenant Unit to which it is attached and the upper boundary shall be the upper boundary of the first floor ceiling elevation of the appurtenant Unit to which it is attached.

- (b) **Air Conditioning Pad.** The location of the Exclusive Use Corporation Property air conditioning pads shall be those locations as originally constructed by Declarant.
- 9. **PHASE 15.** The term "Phase 15" shall mean and refer to those portions of Lot 20 of Tract No. 16474 in the City of Tustin, County of Orange, as shown on a Map filed in Book 854, Pages 23 through 31, of Miscellaneous Maps in the office of the County Recorder of said Country, which is described and depicted as Module C in that certain Condominium Plan recorded DEC 23, 2004 as Instrument No. 2004001139242 of Official Records of said County including all Improvements constructed thereon, depicted and described herein as Module "A" (i.e., the Corporation Property) and Condominium Units 285 through 294, inclusive, Module "D" (i.e. the Corporation Property), and the Common Area described herein as Module B.
- 10. **PROJECT.** Project means Phase 1 and all portions of the "Annexation Property" (defined in the Declaration) which are annexed to Phase 1 in accordance with the Declaration. The Project is a "condominium project" as defined in Section 1351(f) of the California Civil Code, as same may be amended from time to time. The Project is a "common interest condominium development" as defined in Section 1351(c) of the California Civil Code.
- 11. **UNIT.** Unit means a separate interest in space, as defined in Sections 1351(f) and (l) (2) of the California Civil Code. Each Unit is a separate freehold estate, as separately shown, numbered and designated in this Condominium Plan. Each Unit includes a residential element and a garage element as depicted on the Condominium Plan. Each Unit includes the glass portions of the windows and sliding glass doors that are constructed at Unit boundaries. The boundaries of the Unit are approximately depicted in this Condominium Plan. In interpreting deeds, the Declaration and this Condominium Plan, the actual boundaries of each Unit shall be deemed to extend to the interior unfinished surfaces of the walls, floors, and ceilings encompassing the

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

DEFINITIONS

residential element and garage element of the Unit, as constructed or reconstructed in substantial accordance with the original plans for the Unit. The foregoing interpretation shall apply notwithstanding any description expressed in the deed, this Condominium Plan or the Declaration, regardless of settling or lateral movements of Improvements, and regardless of minor variances between Unit boundaries shown in this Condominium Plan or deed and those of the Improvement. The Units in Phase 15 are numbered 285 through 294, inclusive.

12. UNIT ELEMENTS shall mean the following elements of a Unit:

- (a) **Residential Airspace Element.** The residential airspace element is bound by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows, and doors of said element, and the airspace encompassed thereby, identified on this Condominium Plan by its respective Condominium Unit number. The lower and upper boundaries of each residential airspace element are horizontal or sloped planes, the elevations of which are indicated in the diagrams (e.g., vertical sections) and/or tables, if any, set forth herein. The lateral boundaries of each residential airspace element are vertical planes at the limits of the horizontal dimensions shown herein for each residential airspace element.
- (b) **Garage Airspace Element.** The garage airspace element is bound by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, and garage door of said element, and the airspace encompassed thereby, identified on this Condominium Plan by the letter "G" and its respective Condominium Unit number. The lower and upper boundaries of each garage airspace element are horizontal or sloped planes, the elevations of which are indicated in the diagrams (e.g., vertical sections) and/or tables, if any, set forth herein. The lateral boundaries of each garage airspace element are vertical planes at the limits of the horizontal dimensions shown in this Condominium Plan for each garage airspace element.

Each Condominium Unit includes both the portion of the building so described and the airspace so encompassed, all windows and doors of said Condominium Unit (including all locks, handles, latches, screens, weatherstripping, exterior doors, and the garage door), floor coverings, the forced air heating unit, the air conditioning compressor, if any, the hot water heater, all utility laterals, lines, pipes and/or outlets when located within or exclusively serving said Condominium Unit (no matter where such are located), (except, however, the automatic fire sprinkler system and fire alarm system serving the Condominium

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

DEFINITIONS

Unit) including without limitation, all built-in appliances and fixtures, the garage door opener, the chimney flue and firebox portion of the fireplace in or servicing the Condominium Unit, if any, and the interior staircase, but the following are not a part of the Condominium Unit: metal awnings, bearing walls, columns, beams, floors, roofs, slabs, foundations, chimneys, fences, exterior stairs and landings, reservoirs, tanks, pumps, private onsite main sewer laterals and lines, common mailbox structures, irrigation equipment, and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting, and other utility installations wherever located (except all utility installations and/or outlets thereof when located within or exclusively serving one Condominium Unit and the internal and external telephone designated to exclusively serve a condominium unit and/or set forth above), the automatic fire sprinkler system and fire alarm system, sound walls, retaining walls, perimeter walls, private streets, the private storm drain system for the Project, poles, signs, project monument signs, any recreational amenities, and all landscaping and Improvements located on the Corporation Property (excluding the landscaping located in the Exclusive Use Corporation Property).

13. **MODULE.** The term "Module" shall ^{mean} ~~mean~~ and refer to a separate three-dimensional volume of land and/or airspace shown and designated as a "Module" herein. A Module may include Condominiums within its boundaries, however, the Condominiums are not and do not constitute Modules in and of themselves.
14. **Module A – Corporation Property.** The term "Module A" shall mean and refer to the three-dimensional volume of land and airspace depicted and described as Module A herein, consisting of a portion of Lot 20 of Tract 16474 which is described and depicted as Module C in that certain Condominium Plan recorded Dec. 23, 2001, as Instrument No. 200100139242, of Official Records of said County except Modules B, D and Condominium Units 285 through 294 inclusive. The lateral limits of Module A are as depicted herein. The vertical limits of Module A are the vertical prolongations of the described lateral limits from ten feet (10') above the center of the earth to ten feet (10') below infinity. Module A is part of the Corporation Property. Module A shall be consistent with the meaning of "three-dimensional portion" as used in California Government Code Section 66427, as same may be amended from time to time.
15. **Module B – Common Area.** The term "Module B" shall mean and refer to the three-dimensional volume of airspace depicted and described as Module B herein. The lateral limits of Module B are the lateral limits of Module A. The vertical limits of Module B are the vertical prolongations of the described lateral limits from ten feet (10') below infinity to infinity. Module B is the Common Area in Phase 15. Module B

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

DEFINITIONS

shall be consistent with the meaning of "three-dimensional portion" as used in California Government Code Section 66427, as same may be amended from time to time.

16. **Module C** – Not Applicable.
17. **Module D – Corporation Property.** The term "Module D" shall mean and refer to the three-dimensional volume of land depicted and described herein, consisting of a portion of Lot 20 of Tract 16474 excepting therefrom, Modules A, B, and Condominium Units 285 through 294, inclusive. The lateral limits of Module D are the boundaries of Module A. The vertical limits of Module D are the vertical prolongations of the described lateral limits from ten feet (10') above the center of the earth down to the center of the earth. Module D is part of the Corporation Property. Module D shall be consistent with the meaning of "three-dimensional portion" as used in California Government Code Section 66427, as same may be amended from time to time.

The foregoing shall apply to Improvements constructed or reconstructed in substantial accordance with the original plans for the Unit as processed by the Declarant, and shall apply notwithstanding any description expressed in the deed, the Condominium Plan or Declaration, regardless of settling or lateral movements of Improvements, and regardless of minor variances between Unit boundaries shown in the Condominium Plan or deed and those of the Improvement.

1. This Condominium Plan and the dimensions shown herein, are intended to conform to California Civil Code Section 1351 (e), which requires, in part, with respect to the land and real property described above, the inclusion herein of diagrammatic plans in sufficient detail to identify each Unit, its relative location and appropriate dimensions. Dimensions shown herein are not intended to be sufficiently accurate to use to compute the floor area or the air space volume in any or all of the Units.
2. This Condominium Plan is prepared for diagrammatic purposes and is not intended to be used for sales purposes to determine square footage. The diagrammatic plans contained herein intentionally omit information with respect to any constructed Improvements within the Units.
3. In the event of a conflict between this Condominium Plan and the Declaration, the Declaration shall control. Terms not defined herein shall have the meanings given in the Declaration.
4. The term "infinity" for the purposes of this Condominium Plan shall mean the upper most limit of land as defined by law.

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20(DRE PHASE 15)**

NOTES

1. **BASIS OF BEARINGS.** The bearings shown hereon are based on the centerline of Edinger Avenue shown as North 49°20'41" West on Tract No. 16474 as per map filed in Book 854, Pages 23 through 31, inclusive of Miscellaneous Maps, Records of Orange County for the purpose of this plan.
 2. **BENCH MARK.** 3B-105-91 ELEVATION: 62.500 FT.

Datum: NAVD 88, 1995 OCS adjustment 0.3 mile northerly along the Atchison Topeka Santa Fe Railway from Harvard Avenue, set at the top of the southeast end of the northwest abutment of the railway bridge over the flood control channel, 15 feet southwest of the southwest rail.

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

ELEVATION NOTES

1. The elevation of the Units shown herein shall be referred to on the floor plans included as "Q-#" (#= a number referenced to a particular elevation). See below for the value of each such "Q-#", based on the finished floor elevation of each individual unit shown on Sheet 13.
2. Point "A" on the first floor Unit plan is common horizontally with the identical point "B" on the second floor Unit floor plan and Point "C" on the third floor Unit floor plan is common horizontally with the identical point "B" on the second floor Unit floor plan, or shown as an offset distance shown herein.
3. The upper limits of the ceiling height for the first floor of the Residential Element shall be 8.1 feet above the finished floor elevation shown on Elevations Sheet 13 unless a Soffit condition exists.
4. The upper limits of the ceiling height of the Garage Element shall be 8.1 feet above the finished floor elevation of the Residential Element to which it adjoins shown on Elevations Sheet 13 unless a Soffit condition exists.
5. The lower limits of the Garage Element are shown as the "garage finished floor elevation" on Sheet 13 and subject to the conditions stated in Note 6 below.
6. The finished floor of any Garage Element is an included plane the inside edge (that side adjacent to the Residential Element) of which is at that garage finished floor elevation shown on Sheet 13 with the outside edge (garage door) 0.17 feet below said finished floor elevation.
7. All Unit horizontal boundaries intersect at right angles (90°), unless otherwise noted.
8. All Units shown with an "R" (reverse) following their Unit floor plan designation shall be considered mirror images of their respective plans with the Unit and element number, unless otherwise shown.
9. All upper limits of ceiling heights are 27.5 feet, as shown as "Q-1" (stairwell) on the floor plan sheets and the finished floor elevations are shown on Elevations Sheet 13. The lower limits are shown on Elevation Sheet 13 and the tread and risers of the stairs as constructed.
10. The upper limits of the second floor ceiling heights are 18.3 feet measured from the finished first floor elevation shown on elevations Sheet 13. The lower limits of the second floor finished floor elevations are 9.2 feet above the finished floor elevation shown on elevations on Sheet 13.

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

ELEVATION NOTES

11. The upper limits of the third floor ceiling heights are 27.5 feet measured from the finished first floor elevation shown on elevations Sheet 13. The lower limits of the third finished floor elevations are 19.4 feet above the finished floor elevation shown on elevations on Sheet 13.

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

ELEVATIONS

Unit No.	Residential Element Finished Floor Elevation	Garage No.	Garage Finished Floor Elevation
285	61.67	G-285	60.42
286	61.67	G-286	60.42
287	61.67	G-287	60.42
288	61.67	G-288	60.42
289	61.67	G-289	60.42
290	60.07	G-290	59.45
291	60.07	G-291	59.24
292	60.07	G-292	59.24
293	60.07	G-293	59.07
294	60.07	G-294	59.07

**CONDOMINIUM PLAN – TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474 – LOT 20 (DRE PHASE 15)**

LEGEND

- I - Unit Number
- R - Reverse (mirror image)
- G-00 - Garage Element and assigned Unit number
- Y-00 - Exclusive Use Corporation Property Yard area and assigned Unit number
- Q-1 - Vertical limits of Units

CONDOMINIUM PLAN - TUSTIN FIELD (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474-LOT 20 (PHASE 15)

SHEET 15 OF 26 SHEETS

SCALE: 1"=20'

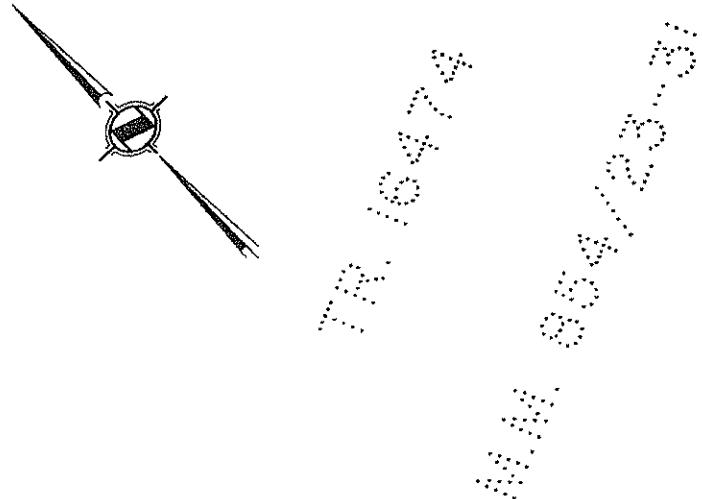
**BUILDING CONTROL PLAN
AND UNIT LOCATION**

INDEX

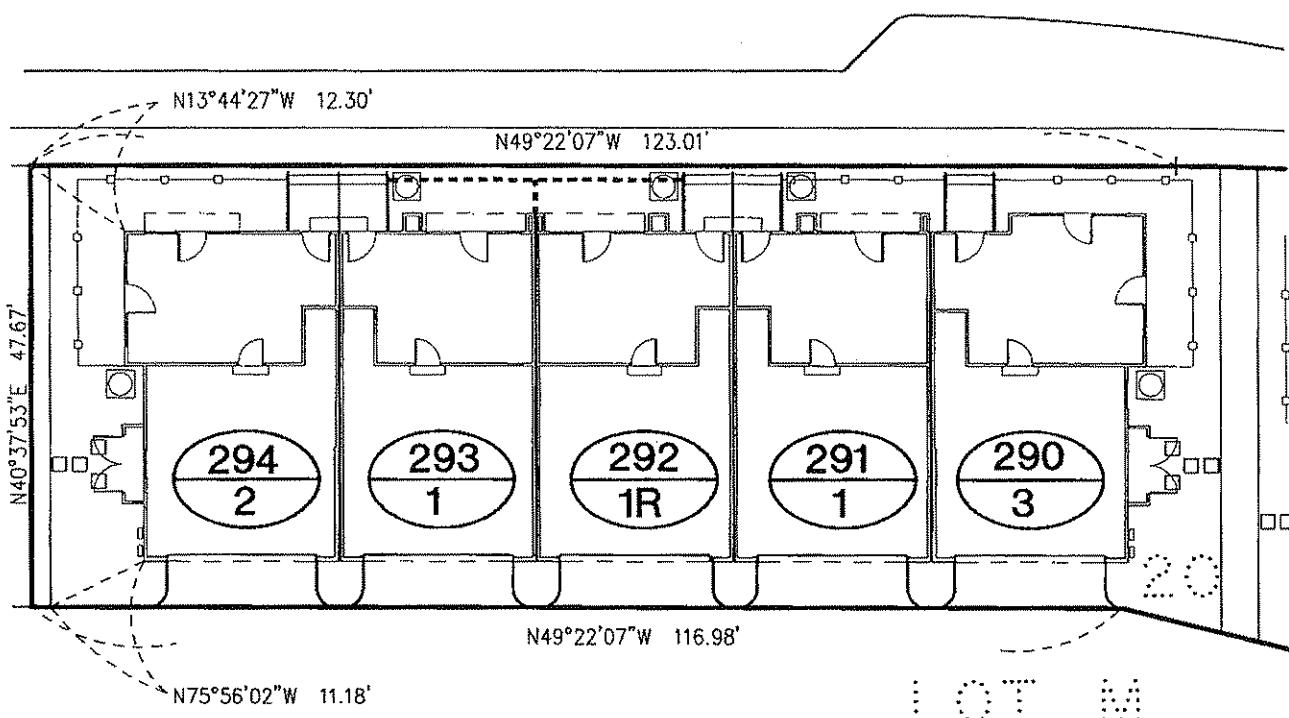
— PHASE LINE



UNIT NUMBER
PLAN TYPE



TUSTIN FIELD DRIVE



LOT M

CIRRUS LANE

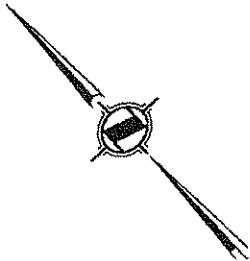
NOTE: REFER TO RECORDED MAP TR. 16474
FOR RECORDED DIMENSIONS NOT
SHOWN HEREON.

CONDOMINIUM PLAN - TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474-LOT 20 (PHASE 15)

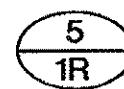
SHEET 16 OF 26 SHEETS

SCALE: 1"=20'

BUILDING CONTROL PLAN
AND UNIT LOCATION



INDEX



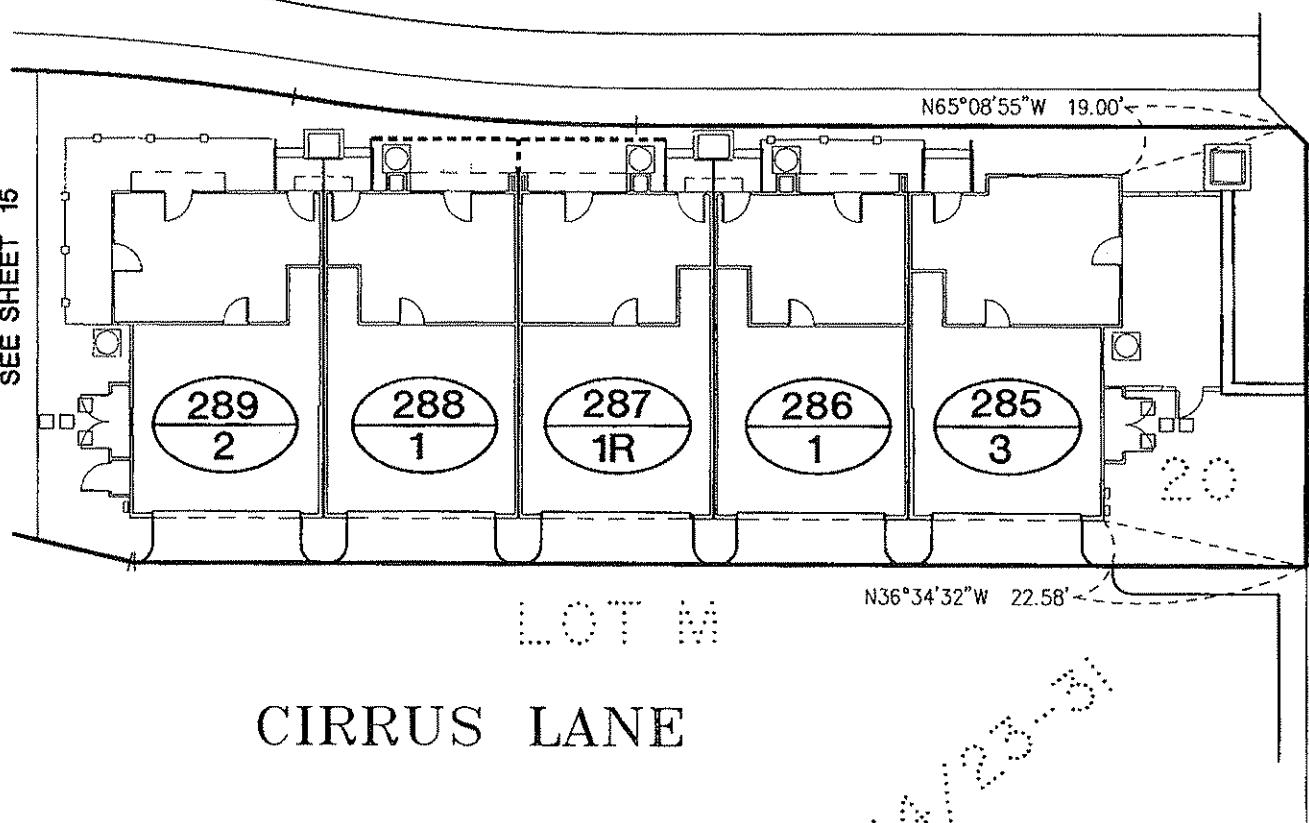
— PHASE LINE

UNIT NUMBER

PLAN TYPE

TUSTIN FIELD DRIVE

SEE SHEET 15

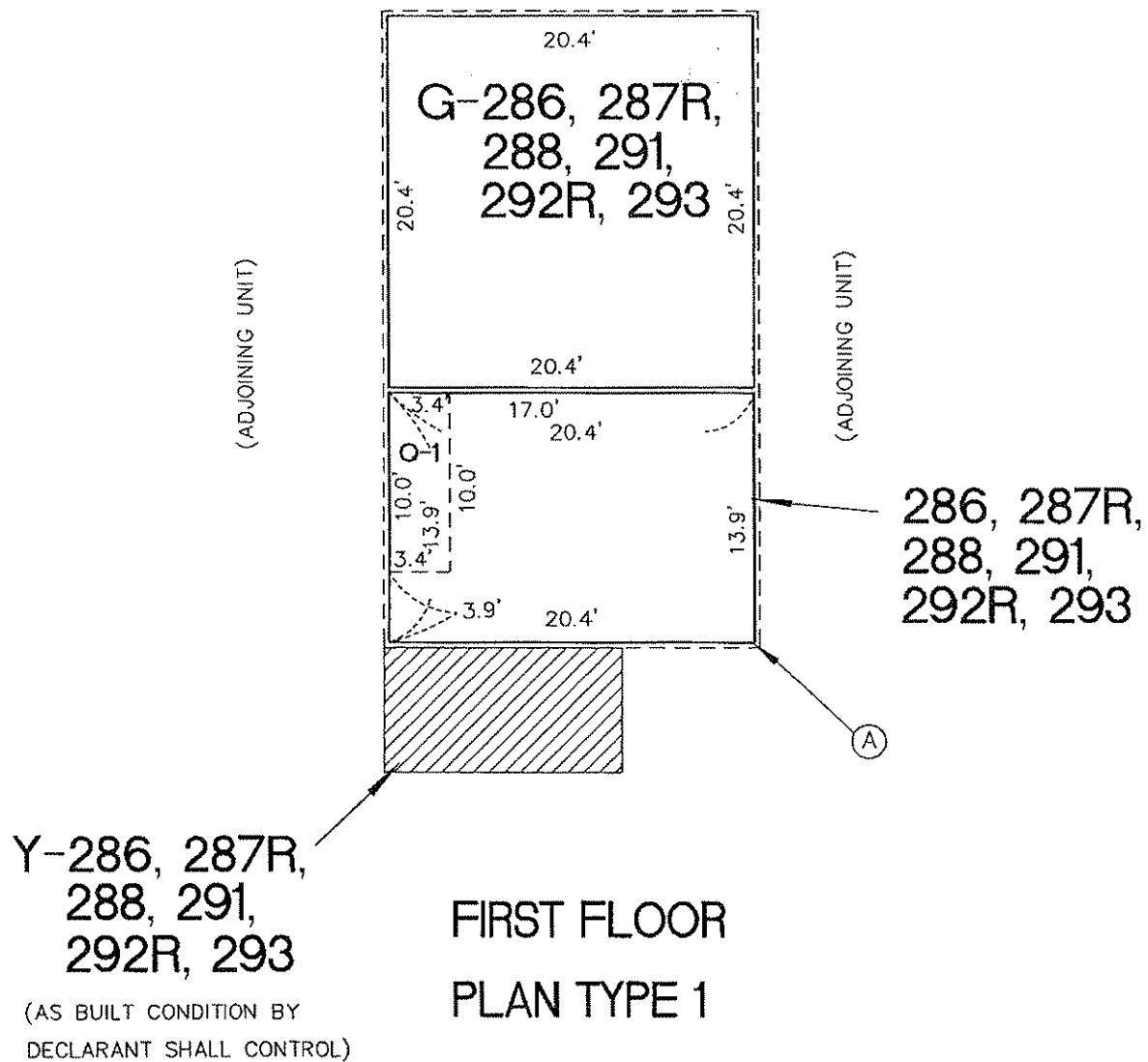


NOTE: REFER TO RECORDED MAP TR. 16474
FOR RECORDED DIMENSIONS NOT
SHOWN HEREON.

CONDOMINIUM PLAN - TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474-LOT 20 (DRE PHASE 15)

SHEET 17 OF 26 SHEETS

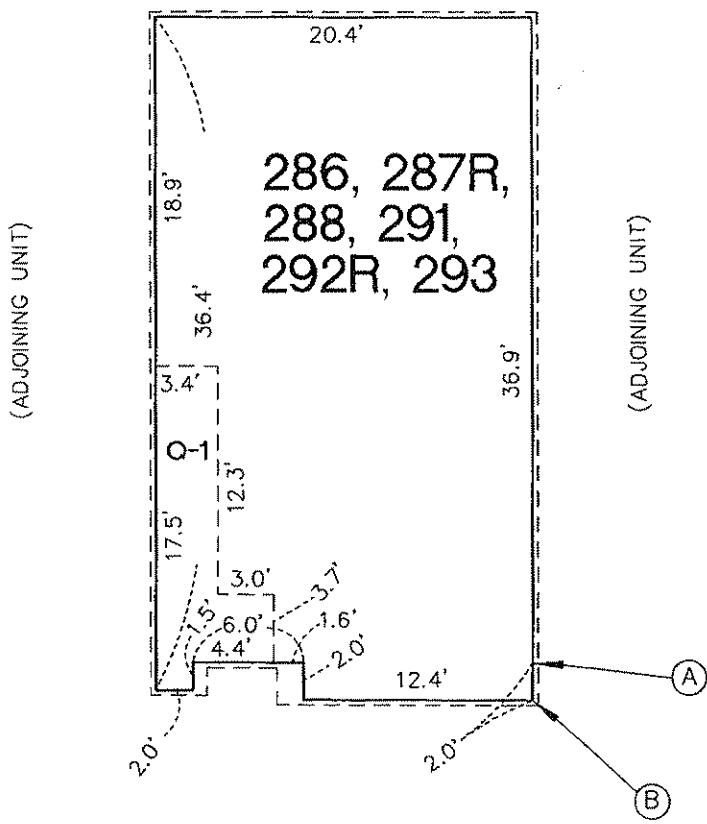
UNIT FLOOR PLAN



CONDOMINIUM PLAN - TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474-LOT 20 (DRE PHASE 15)

SHEET 18 OF 26 SHEETS

UNIT FLOOR PLAN

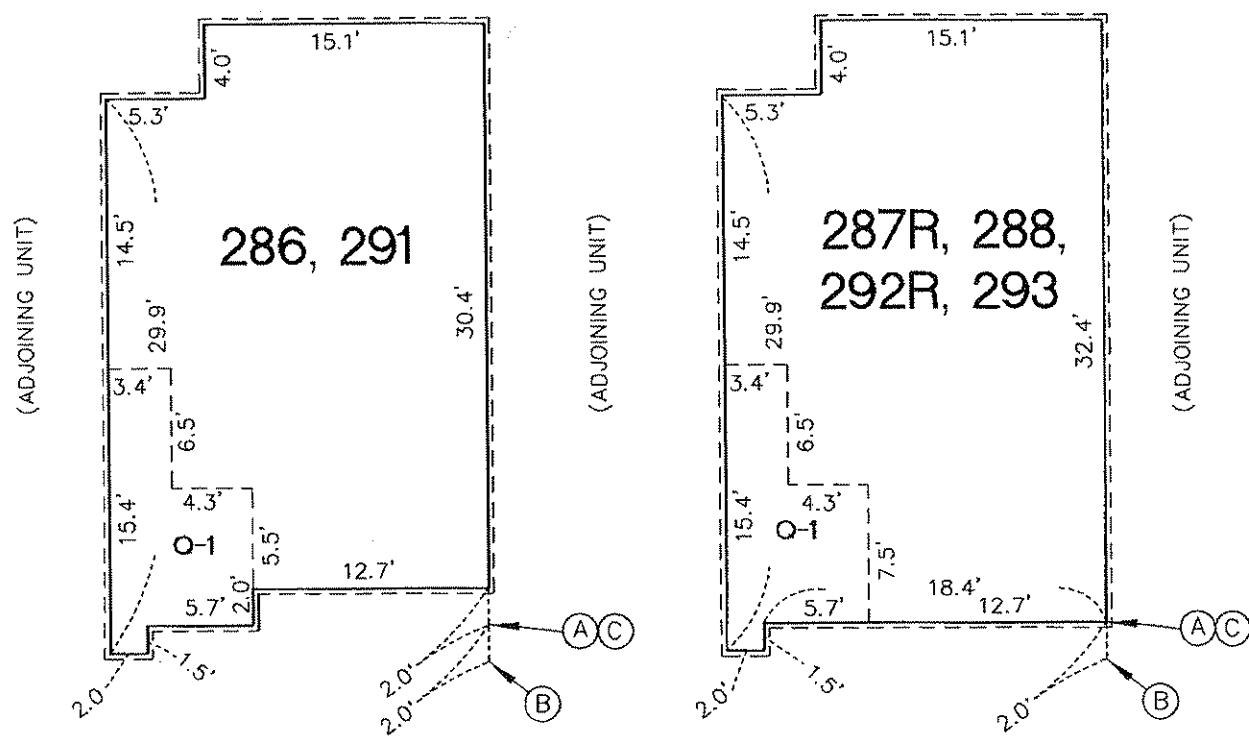


SECOND FLOOR
PLAN TYPE 1

CONDOMINIUM PLAN - TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474-LOT 20 (DRE Phase 15)

SHEET 19 OF 26 SHEETS

UNIT FLOOR PLAN

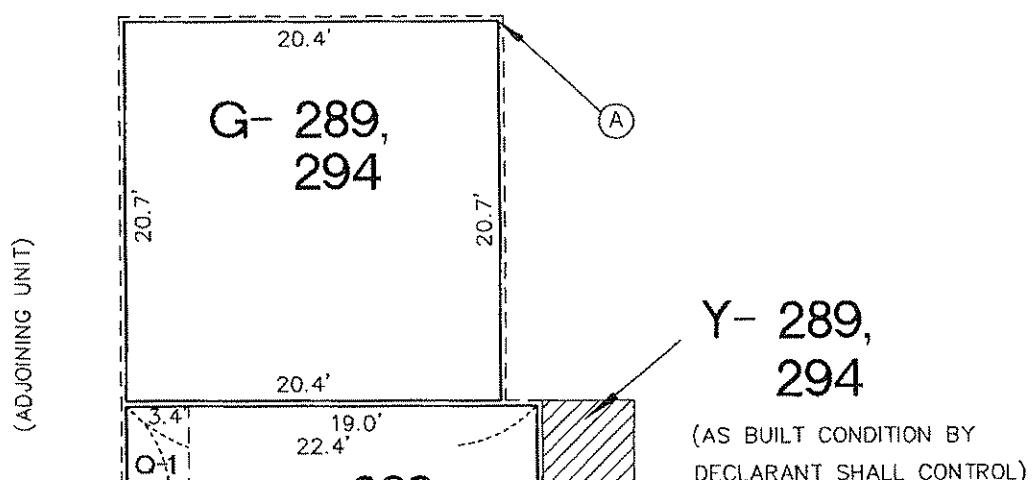


THIRD FLOOR
PLAN TYPE 1

CONDOMINIUM PLAN - TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474-LOT 20 (DRE PHASE 15)

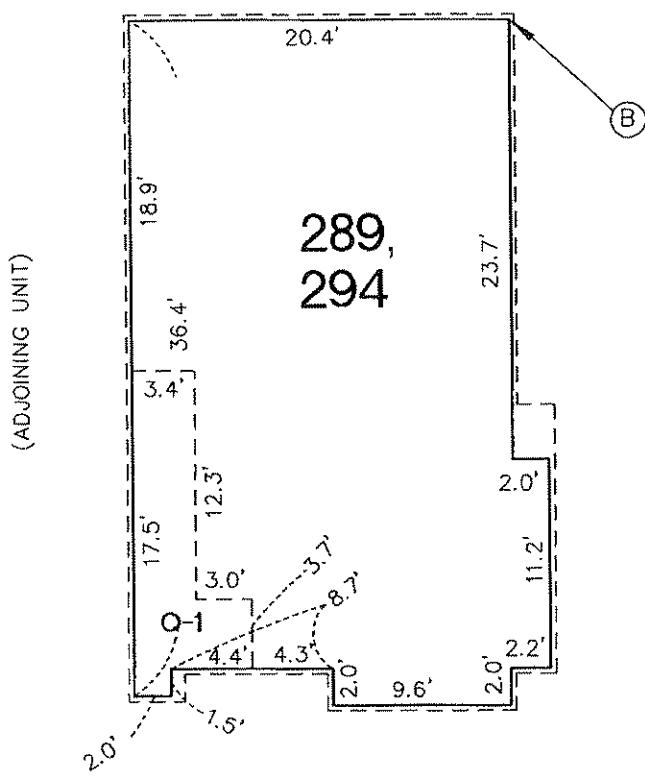
SHEET 20 OF 26 SHEETS

UNIT FLOOR PLAN



FIRST FLOOR
PLAN TYPE 2

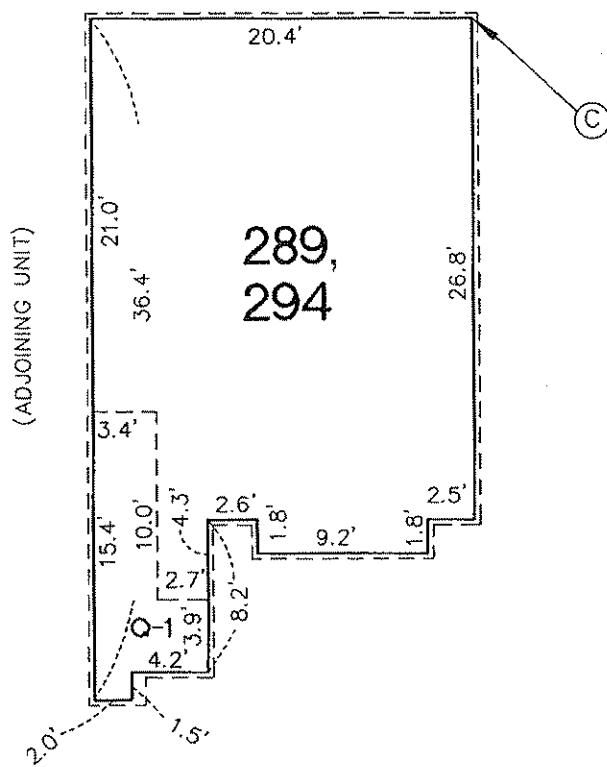
UNIT FLOOR PLAN



SECOND FLOOR

PLAN TYPE 2

UNIT FLOOR PLAN

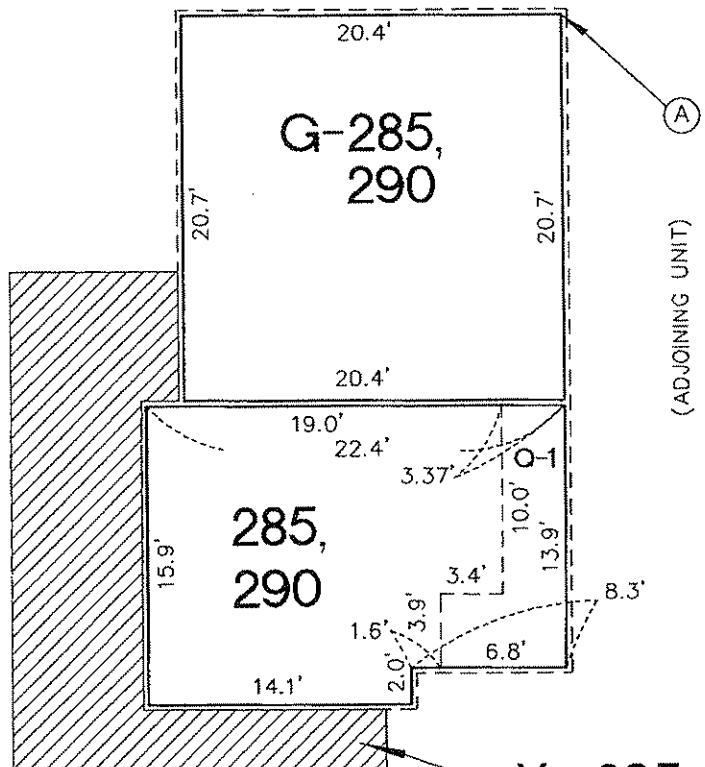


THIRD FLOOR
PLAN TYPE 2

CONDOMINIUM PLAN - TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474-LOT 20 (DRE PHASE 19)

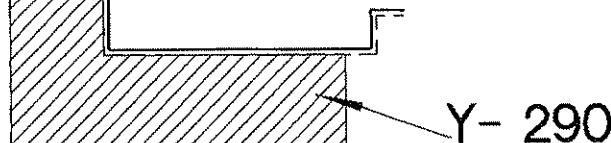
SHEET 23 OF 26 SHEETS

UNIT FLOOR PLAN



Y- 285
(AS BUILT CONDITION BY
DECLARANT SHALL CONTROL)

FIRST FLOOR
PLAN TYPE 3

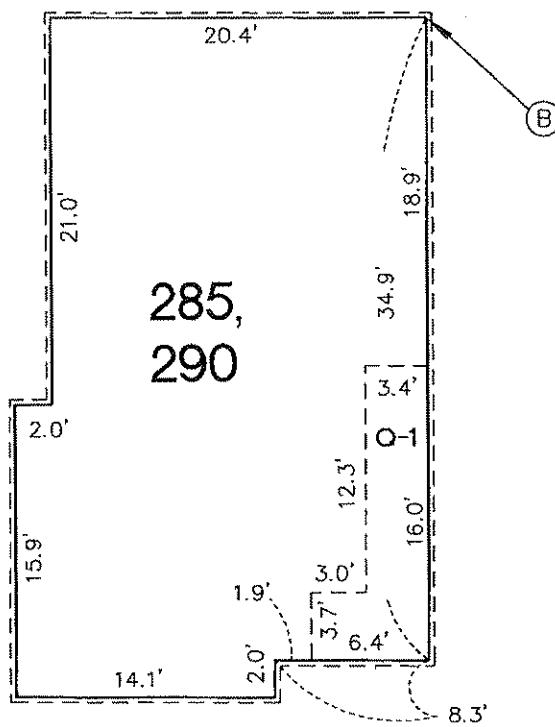


Y- 290
(AS BUILT CONDITION BY
DECLARANT SHALL CONTROL)

CONDOMINIUM PLAN - TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474-LOT 20 (DRE PHASE 15)

SHEET 24 OF 26 SHEETS

UNIT FLOOR PLAN

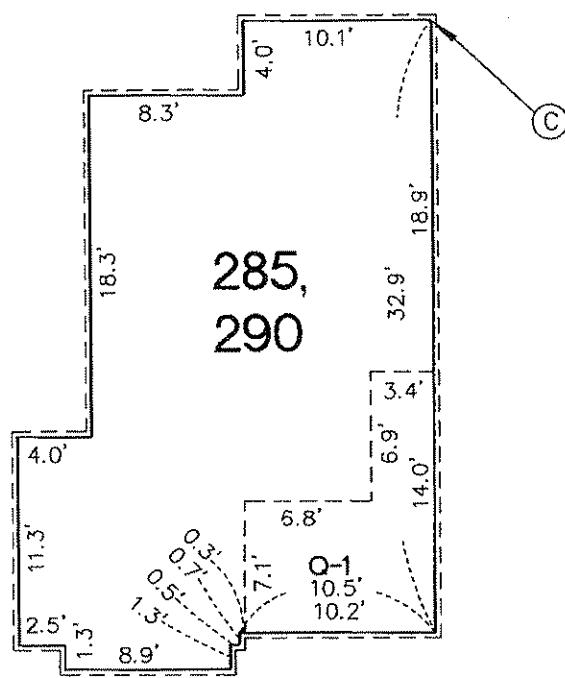


SECOND FLOOR
PLAN TYPE 3

CONDOMINIUM PLAN - TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474-LOT 20 (DRE PHASE 15)

SHEET 25 OF 26 SHEETS

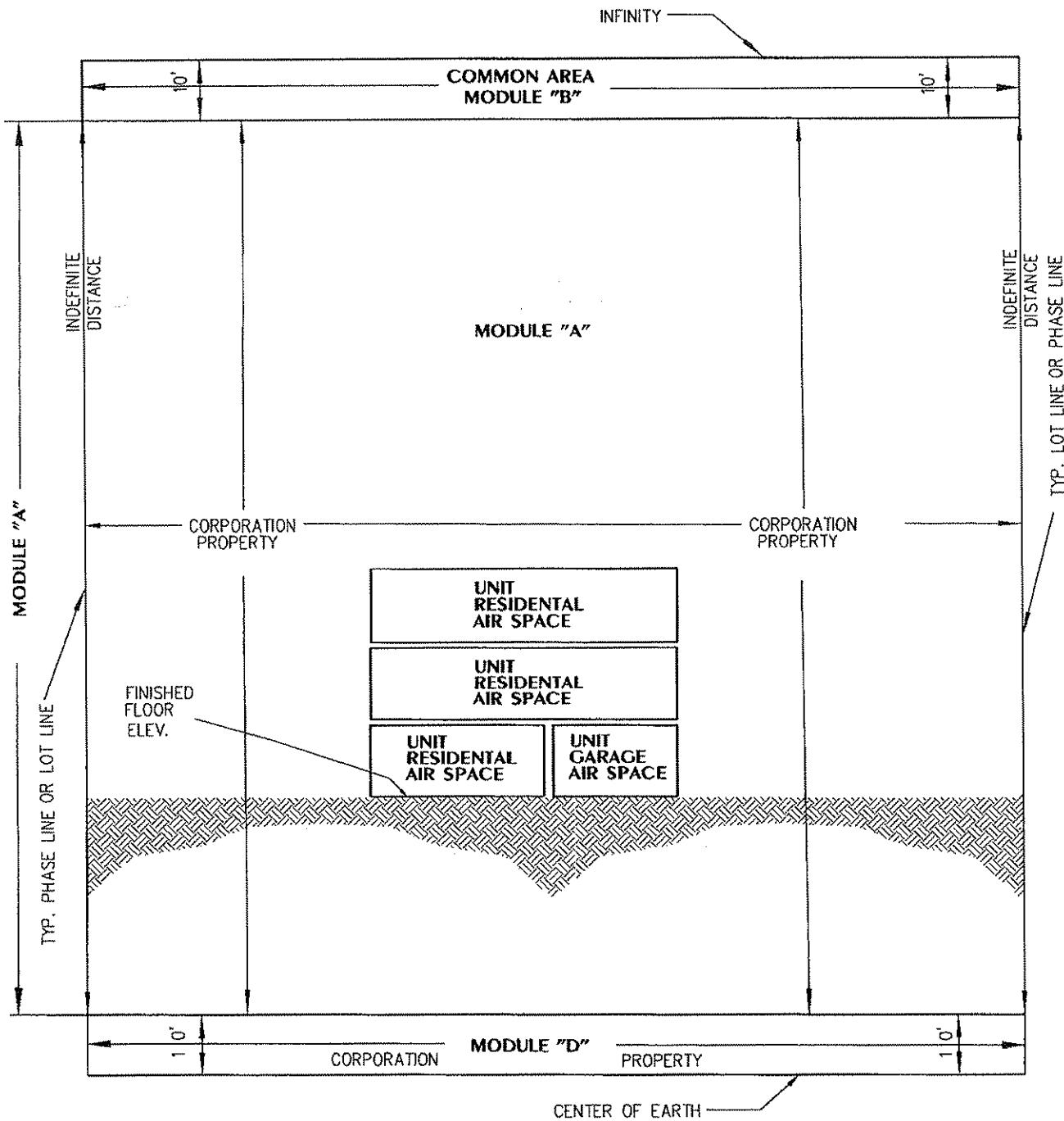
UNIT FLOOR PLAN



THIRD FLOOR
PLAN TYPE 3

CONDOMINIUM PLAN - TUSTIN FIELD I (WRIGHT'S LANDING PHASE 4)
TRACT NO. 16474-LOT 20 (DRE PHASE 15)

SHEET 26 OF 26 SHEETS



MODULE SECTION
NOT TO SCALE

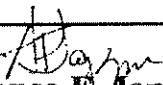
Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary: Bernadette M. Heath
Commission No.: 1424992
County where Bond is Filed: Orange
Date Commission Expires: June 16, 2007
Manufacturer/Vendor No.: NNA1

Place of execution – Santa Ana

Date – Jan. 10, 2005


Alfonso E. Japzon
First American Title Company

Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document reads as follows:

Name of Notary: Sandra C. Gross
Commission No.: 1402067
County where Bond is Filed: Orange
Date Commission Expires: Feb. 26, 2007
Manufacturer/Vendor No.: NNA1

Place of execution – Santa Ana

Date – Jan. 10, 2005

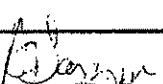

Alfonso E. Japzon
First American Title Company

EXHIBIT 8

TITLE365

5000 Birch Street, Suite 150, Newport Beach, CA 92660
Toll Free: (877)365-9365 | Direct: (949)491-8179 | Fax: 8558859513

Additional BeneCheck Information/Notes:

N/A

Exhibit "A"

The land referred to in this Report is situated in the City of Tustin, County of Orange, State of California, and is described as follows:

Parcel 1:

A one/tenth (1/10ths) undivided fractional fee interest in and to all of the property described as Module B of that certain Condominium Plan ("Condominium Plan") Recorded January 10, 2005 as Instrument No. 05-20778 of Official Records of Orange County, California.

Parcel 2:

Unit 293 on that portion of Lot 20 of Tract No. 16474, as shown on a Map recorded in Book 854, Pages 23 to 31 inclusive, of Miscellaneous Maps, records of Orange County, California, described and depicted on the Condominium Plan as Module "A", and as described in the Declaration of Covenants, Conditions and Restrictions, Reservation of Easements for Tustin Field I recorded September 21, 2004 as Instrument No. 04845795, and the Notice of Annexation for Phase 15 of Tustin Field (Phase 4 of Wright's Landing) recorded January 10, 2005 as Instrument No. 05-20779, both of Official Records of said Orange County (collectively referred to as the "Declaration").

Parcel 3:

A non-exclusive easement appurtenant to the afore-described Condominium Unit for ingress, egress, use and enjoyment in, on, over, across and through all portion of the Corporation property of the project, as defined in the declaration, and across all portions of any Corporation property subsequently annexed into the project, if any, which are not described as exclusive use corporation property.

Excepting therefrom those portions described therein as exclusive use Corporation property, if any.

Parcel 4:

The applicable exclusive use Corporation property easements appurtenant to the afore-described Condominium Unit (e.g., yards and air conditioning pads), as more particularly described and/or depicted in the Declaration and/or the Condominium Plan ("exclusive use Corporation property").

APN: 935-211-127

ADJUSTABLE RATE NOTE

(MTA - Twelve Month Average Index - Payment Caps)

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THIS NOTE.

APRIL 18, 2006

[Date]

IRVINE

[City]

CALIFORNIA

[State]

293 TUSTIN FIELD DRIVE, TUSTIN, CA 92782

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 519,200.00 (this amount is called "Principal"), plus interest, to the order of Lender. The Principal amount may increase as provided under the terms of this Note but will never exceed 115 percent of the Principal amount I originally borrowed. This is called the "Maximum Limit." Lender is COUNTRYWIDE HOME LOANS, INC.

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

I understand that Lender may transfer this Note. 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

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first monthly payment due date set forth in Section 3 of this Note, I will pay interest at a yearly rate of 6.500 %. Additional days interest collected prior to the first monthly payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at a yearly rate of 1.500 %. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by this Section 2 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the first day of JUNE, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates

- PayOption ARM Note - MTA Index
- 1E306-XX (12/05)(d)

CERTIFIED COPY OF THE ORIGINAL
BY [Signature]



* 2 3 9 9 1 *



* 1 3 4 1 2 3 8 4 8 0 0 0 0 0 1 E 3 0 6 *

(H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding TWO & 65/100 percentage point(s) 2.650 ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the first day of each month beginning on JUNE 01, 2006. I will make these payments every month until I have paid all 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 MAY 01, 2036, 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 10219, Van Nuys, CA 91410-0219
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$1,791.86, unless adjusted under Section 3(F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first day of JUNE, 2007, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500% of my prior monthly payment. This

7.500% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date

in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent (115 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my Minimum Payment would cause me to exceed that limit, I will instead pay a new Minimum Payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the tenth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, the Note Holder may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." The Payment Options are calculated using the new interest rate in accordance with Section 2(D). I may be given the following Payment Options:

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments. My partial Prepayment may reduce the amount of my monthly payments after the first Payment Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (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

that 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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any Minimum Payment by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of the Minimum Payment. 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 Minimum 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 Minimum Payment by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe. The 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. These expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

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

Unless the Note Holder requires a different method, 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.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all 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 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 the amounts owed under this Note.

10. WAIVERS

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

11. SECURED NOTE

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 that might result if I do not keep the promises that 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 these conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 11, "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

LOAN #: [REDACTED]

for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

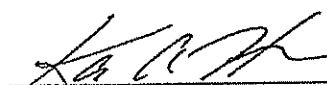
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security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

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



TROY M. HUMPHREY

- Borrower

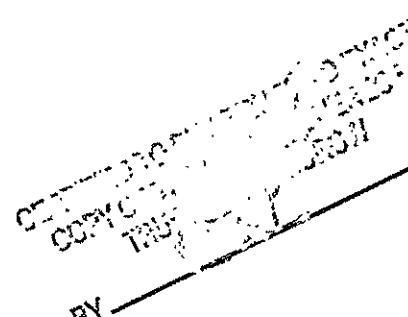


KARI A. HUMPHREY

- Borrower

_____ - Borrower

_____ - Borrower



NOTARY PUBLIC
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
BY [REDACTED]

Prepared by: ATOSA TOLOTI

COUNTRYWIDE HOME LOANS, INC.

DATE: 04/18/2006
BORROWER: TROY M. HUMPHREY
CASE #:
LOAN #: XXXXXXXXXX
PROPERTY ADDRESS: 293 TUSTIN FIELD DRIVE
TUSTIN, CA 92782

Branch #: 0000245
1 PARK PLAZA
IRVINE, CA 92614
Phone: (949) 474-3295
Br Fax No.: (949) 474-0246

PREPAYMENT PENALTY ADDENDUM

THIS PREPAYMENT PENALTY ADDENDUM is dated APRIL 18, 2006 , and is incorporated into and amends and supplements the Note of the same date (the "Note") given by me to COUNTRYWIDE HOME LOANS, INC . (the "Lender"). The Note is secured by a Mortgage or Deed of Trust or comparable security instrument (the "Security Instrument") covering the property (the "Property") identified in the Security Instrument.

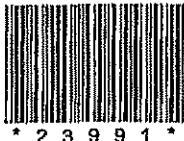
The section of the Note entitled "Borrower's Right to Prepay" is replaced with the following new section:

BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A prepayment of all of the unpaid Principal is known as a "Full Prepayment." A prepayment of only part of the unpaid Principal is known as a "Partial Prepayment." When I make a Partial or Full Prepayment, I will tell the Note Holder in writing that I am doing so.

Subject to the Prepayment Penalty specified below, I may make a Full Prepayment or Partial Prepayments of my obligation. The Note Holder will use all of my prepayments to reduce the amount of Principal that I owe under 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.

If within the first TWELVE months after the execution of this Note, I make prepayment(s), the total of which exceeds twenty (20) percent of the original Principal amount of this Note, I agree to pay a Prepayment Penalty in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) during the twelve (12) month period immediately preceding the date of the prepayment exceeds twenty (20) percent of the original Principal amount of this Note. Interest will be calculated using the rate in effect at the time of prepayment.

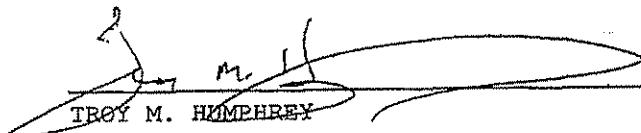


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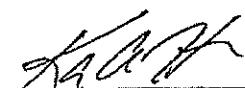
* 1 3 4 1 2 3 8 4 8 0 0 0 0 0 1 E 2 9 6 *

All other terms and conditions of the above referenced Note remain in full force and effect.



TROY M. HUMPHREY

Borrower



KARI A. HUMPHREY

Borrower

Borrower

Borrower