

EXHIBIT A

Notice of Removal

Andrews v. Countrywide Bank, N.A., et al

FILED

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KING COUNTY
SUPERIOR COURT CLERK
KENT, WA

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID C. & MELINDA C. ANDREWS,
ATTORNEYS PRO SE,

Plaintiff/Petitioner,

vs.

COUNTRYWIDE BANK, NA, MORTGAGE
ELECTRONIC REGISTRATION SERVICES,
INC., NATIONSTAR MORTGAGE, LLC, DB
STRUCTURED PRODUCTS, INC., DEUTSCHE
ALT-A SECURITIES, INC., HSBC BANK USA,
NA, AND DOES I-X,

Defendant/Respondent.

15-2-05142-3 KNT
Case No _____

☐ SEA
☒ KNT

Complaint

is attached.

1 David C. & Melinda C. Andrews, attorneys *Pro se*
2 1440 SW 158th St.
3 Burien, WA 98166
4 Fax: 206-244-3961
5 Phone: 206-244-7524

6
7 SUPERIOR COURT OF THE STATE OF WASHINGTON
8
9 FOR THE COUNTY OF KING

10 DAVID C. & MELINDA C. ANDREWS,
11 ATTORNEYS *PRO SE*,

12 Plaintiff,

13 vs.

14 COUNTRYWIDE BANK, NA, MORTGAGE
15 ELECTRONIC REGISTRATION SERVICES,
16 INC., NATIONSTAR MORTGAGE, LLC, DB
17 STRUCTURED PRODUCTS, INC.,
18 DEUTSCHE ALT-A SECURITIES, INC.,
19 HSBC BANK USA, NA, TRUSTEE FOR THE
20 REMIC DEUTSCHE ALT-A SECURITIES
21 MORTGAGE LOAN TRUST SERIES 2006-
22 OA1, AND DOES I-X,

23 Defendants

Case No.: _____

ANDREWS COMPLAINT FOR

1. BREACH OF CONTRACT
2. SLANDER OF TITLE; AND
3. VIOLATION OF FAIR DEBT
COLLECTION PRACTICES ACT
(FDCPA), 15 U.S.C. §1692 ET SEQ.,
NRS 649. AND 15 U.S.C. §1682
4. DECLARATORY RELIEF

24 COMES NOW PLAINTIFFS David C. & Melinda C. Andrews, attorneys *Pro se*
25 and initiates this Complaint against Defendants based on information and beliefs herein.

PARTIES

1. Plaintiffs David C. & Melinda C. Andrews are residents of King County, WA.
2. Plaintiffs reside at 1440 SW 158th St., Burien, WA, 98166 ("Property").

- 1 3. Defendant Countrywide Bank, NA is the Original Lender and a national association
2 doing business in the State of WA. The Registered Agent for Countrywide Bank, NA is
3 C T Corporation System 505 Union Ave. SE, Suite 120, Olympia, WA 98501.
- 4 4. Defendant Mortgage Electronic Registration Services, Inc. (MERS) is a Delaware
5 corporation doing business in the State of Washington. The Registered Agent for MERS
6 is Sharon McGann-Horstkamp, VP, 1818 Library Street, Ste. 300, Reston, VA 20190.
7 MERS is the nominee for Countrywide Bank, NA.
- 8 5. Defendant Nationstar Mortgage, LLC is a Delaware limited liability company doing
9 business in the State of Washington. Registered Agent for Nationstar Mortgage, LLC is
10 Corporation Service Company, 300 Deschutes Way, SW, Ste. 304, Tumwater, WA
11 98501. Nationstar Mortgage, LLC is the Current Servicer.
- 12 6. Defendant DB Structured Products, Inc. is a Delaware corporation doing business in the
13 State of Washington. DB Structured Productions, Inc. is not currently registered with the
14 Washington Secretary of State. The Registered Agent for DB Structured Products, Inc. is
15 C T Corporation System, 505 Union Ave. SE, Suite 120, Olympia, WA 98501. DB
16 Structured Products, Inc. is the Sponsor for (DALTA-2006-OA1).
- 17 7. Defendant Deutsche Alt-A Securities, Inc. is the Depositor for (DALTA-2006-OA1).
18 Deutsche Alt-A Securities, Inc. is a Delaware corporation doing business in the State of
19 Washington. Deutsche Alt-A Securities, Inc. is not registered in the State of
20 Washington. The Registered Agent for Deutsche Alt-A Securities, Inc. is The
21 Corporation Trust Company, Corporation Trust Center 1209 Orange St., Wilmington, DE
22 19801.

1 8. Defendant HSBC Bank USA, NA is the Trustee for the REMIC Deutsche Alt-A
2 Securities Mortgage Loan Trust Series 2006-OA1 (DALTA-2006-OA1). HSBC Bank
3 USA, NA is a national association doing business in the State of Washington. HSBC
4 Bank USA, NA is not registered in the State of Washington. The Registered Agent for
5 HSBC Bank USA, NA is C T Corporation System, 505 Union Ave. SE, Suite 120,
6 Olympia, WA 98501.
7

8
9 **STATEMENT OF PERTINENT FACTS**

- 10 9. David C. & Melinda C. Andrews appear in this matter as attorneys *Pro se*.
11 10. Plaintiff(s) have retained a Licensed Private Investigator to verify all facts in this
12 complaint (Exhibit A).
13 11. On or about November 20, 2006 Plaintiffs executed a tangible UCC Article 3 Note
14 (November 20, 2006 Note) in favor of Countrywide Bank, NA (Original Lender) for
15 \$1,032,000.00 (One Million Thirty Two Thousand Dollars). (Exhibit B).
16 12. On or about November 20, 2006 Plaintiffs executed a Tangible Real Property Deed of
17 Trust Lien (Andrews Deed of Trust) in favor of Countrywide Bank, NA to secure the
18 Andrews Note as alternate means of collection (Exhibit C).
19 13. The November 20, 2006 Andrews Deed of Trust securing the rights over the beneficial
20 interest (personal property) as alternate means of collection (collateral) for the Andrews
21 Note is recorded in the official records of King County Clerk in the name of Countrywide
22 Bank, NA on or about November 30, 2006.
23 14. After the November 20, 2006 closing of the Andrews Deed of Trust Loan (Andrews Note
24 and Deed of Trust), the Countrywide Bank, NA being paid all sums due upon the
25

1 Andrews Note sold the Andrews Note to DB Structured Products, Inc. pursuant to
2 Special Purpose Vehicle (DALTA-2006-OA1 REMIC) Pooling and Servicing Agreement
3 (PSA) dated December 1, 2006. (Exhibit D).

4 15. Upon all sums paid secured by the Andrews Deed of Trust, Countrywide Bank, NA
5 (Original Lender) nor the beneficiary under the Andrews Deed of Trust (security
6 instrument) Mortgage Electronic Registration Systems, Inc. a separate corporation that is
7 acting solely as a *nominee* (emphasis added) for the principle Countrywide Bank, NA
8 and Lender's successors and assigns, failed to release the Andrews Deed of Trust and the
9 beneficial security interest (personal property) alternate means of collection securing the
10 Andrews Note pursuant to Covenant 23 of the Deed of Trust; which states "23
11 *Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender*
12 *shall request Trustee to reconvey the Property and shall surrender this Security*
13 *Instrument and all notes evidencing debt secured by this Security Instrument to Trustee.*
14 *Trustee shall reconvey the Property without warranty to the person or persons legally*
15 *entitled to it. Such person or persons shall pay any recordation costs and the Trustee's*
16 *fee for preparing the reconveyance.*

17
18 16. DB Structured Products, Inc. did not re-contract with Andrews (Legal Title Holder/s) by
19 properly perfecting a new security instrument (Deed of Trust) in accordance to local law
20 of jurisdiction securing DB Structured Products, Inc. [a] beneficial interest (personal
21 property) alternate means of collection to secure the Andrews Note.

22
23 17. On or before the December 29, 2006 cut-off date of Special Purpose Vehicle (DALTA-
24 2006-OA1 REMIC) DB Structured Products, Inc., the Sponsor as an account debtor,
25 created an UCC Article 8 eNote (transferable record); bifurcating rights to the payment

1 stream intangible payment obligation from the contractual payment obligation evidenced
2 by the Andrews Note. DB Structured Products, Inc. made available for sale (conveyed) a
3 transferable record, a separate and distinct intangible obligation to Deutsche Alt-A
4 Securities, Inc. pursuant to RCW62A.8-102 and pursuant to Special Purpose Vehicle
5 (DALTA-2006-OA1 Pooling and Servicing Agreement (PSA) dated December 1, 2006.
6 (Exhibit D).

7
8 18. On or before the December 29, 2006 cut-off date of Special Purpose Vehicle (DALTA-
9 2006-OA1 REMIC) DB Structured Products, Inc. purportedly sold (conveyed) the
10 Andrews Note to Deutsche Alt-A Securities, Inc. pursuant to (DALTA-2006-OA1
11 Pooling and Servicing Agreement (PSA) dated December 1, 2006. (Exhibit D).

12 19. The DB Structured Products, Inc. UCC Article 8 eNote (transferable record) and the
13 UCC Article 3 (Andrews Note) unequivocally were not contemporaneously sold
14 (conveyed) to Deutsche Alt-A Securities, Inc.

15 20. There is no evidence that the enforcement rights together with the Andrews Note were
16 negotiated by proper indorsement, transfer, and delivery in accordance with the mandated
17 statutory requirements of law for acquiring rights by transfer from DB Structured
18 Products, Inc. to Deutsche Alt-A Securities, Inc. ; however, there is evidence to support
19 that the payment stream (transferable record) rights were sold (conveyed) to Deutsche
20 Alt-A Securities, Inc. thus avoiding the possibility of negotiating the Andrews Note for
21 full value.

22
23 21. On or before the December 29, 2006 cut-off date of Special Purpose Vehicle (DALTA-
24 2006-OA1 REMIC) Deutsche Alt-A Securities, Inc. as an account debtor sold (conveyed)
25 a UCC Article 8 eNote (transferable record) to multiple classes of the Special Purpose

1 Vehicle (DALTA-2006-OA1 REMIC) pursuant to RCW62A.8-102 and pursuant to
2 (DALTA-2006-OA1 Pooling and Servicing Agreement (PSA) dated December 1, 2006.
3 (Exhibit D).

4 22. On or before the December 29, 2006 cut-off date of Special Purpose Vehicle (DALTA-
5 2006-OA1 REMIC) Deutsche Alt-A Securities, Inc. purportedly sold (conveyed) the
6 Andrews Note to multiple classes of the special purpose vehicle pursuant to (DALTA-
7 2006-OA1) Pooling and Servicing Agreement (PSA) dated December 1, 2006. (Exhibit
8 D).

9 23. There is no evidence that the enforcement rights together with the Andrews Note) was
10 negotiated by proper indorsement, transfer, and delivery in accordance with the mandated
11 statutory requirements of law for acquiring rights by transfer from Deutsche Alt-A
12 Securities, Inc. to special purpose vehicle (DALTA-2006-OA1) however, there is
13 evidence to support that the payment stream (transferable record) rights were sold
14 (conveyed) to multiple classes of the Special Purpose Vehicle (DALTA-2006-OA1
15 REMIC) thus avoiding the possibility of negotiating the Andrews Note for full value.

16 24. The Deutsche Alt-A Securities, Inc. UCC Article 8 eNote (transferable record) and the
17 UCC Article 3 Andrews Note unequivocally were not contemporaneously sold
18 (conveyed) to Special Purpose Vehicle (DALTA-2006-OA1).

19 25. On or before the December 29, 2006 cut-off date of Special Purpose Vehicle (DALTA-
20 2006-OA1) the DALTA-2006-OA1 UCC 8 eNote (transferable record) was deposited
21 and monetized in multiple classes of the (DALTA-2006-OA1 REMIC), payments under
22 the eNote (transferable record) are disbursed to the investors of Special Purpose Vehicle
23 (DALTA-2006-OA1) holding certificates to the investment classes.
24
25

- 1 26. On or about June 9, 2011 MERS executed an Assignment of the (Andrews Deed of Trust)
2 in which MERS purports to assign and transfer to BAC Home Loans Servicing, LP, FKA
3 Countrywide Home Loans Servicing, LP all rights, title and interest in the Andrews Deed
4 of Trust as an alternate means of collection (personal property).
5
6 27. The June 9, 2011 Assignment of Deed of Trust was filed on or about June 15, 2011 with
7 the King County Clerk (Exhibit E).
8
9 28. The purpose of the Assignment of Deed of Trust dated June 9, 2011 is to memorialize a
10 purported true sale transaction that was to take place pertaining to the sale (conveyance)
11 of the Andrews Note. It did not cause the purported true sale nor acquire any rights as an
12 alternate means of collection (personal property) to BAC Home Loans Servicing, LP.
13
14 29. On or about January 10, 2013 Bank of America, NA, successor by merger to BAC Home
15 Loans Servicing, LP executed an Assignment of the Andrews Deed of Trust in which
16 Bank of America, NA purports to assign and transfer to HSBC Bank, USA, NA as
17 Trustee for the holders of the Deutsche Alt-A Securities Deed of Trust Loan Trustee,
18 Series 2006-OA1 all rights, title and interest in the (Andrews Deed of Trust) as an
19 alternate means of collection (personal property).
20
21 30. The January 10, 2013 Assignment of Deed of Trust was filed on or about January 11,
22 2013 with the King County Clerk (Exhibit F).
23
24 31. The January 10, 2013 Assignment of Deed of Trust to HSBC Bank, USA, NA as Trustee
25 for the trust occurred six years after the December 29, 2006 Closing Date of the Trust.
32. The purpose of the Assignment of Deed of Trust dated January 10, 2013 is to
memorialize a purported true sale transaction that was to take place pertaining to the sale
(conveyance) of the Andrews Note. It did not cause the purported true sale nor acquire

1 any rights as an alternate means of collection (personal property) to HSBC Bank, USA,
2 N.A. as Trustee for DALTA-2006-OA1.

3 33. On or about August 26, 2014 HSBC Bank, USA, NA executed an Assignment of the
4 Andrews Deed of Trust in which HSBC Bank, USA, NA purports to assign and transfer
5 to Nationstar Mortgage, LLC all rights, title and interest in the Andrews Deed of Trust as
6 an alternate means of collection (personal property).

7 34. The August 26, 2014 Assignment of Deed of Trust was filed on or about August 26, 2014
8 with the King County Clerk (Exhibit G).

9 35. The purpose of the Assignment of Deed of Trust dated August 26, 2014 is to memorialize
10 a purported true sale transaction that was to take place pertaining to the sale (conveyance)
11 of the (Andrews Note). It did not cause the purported true sale nor acquire any rights as
12 an alternate means of collection (personal property) to Nationstar Mortgage, LLC.

13 36. On or about August 27, 2014 HSBC Bank, USA, NA as Trustee for Deutsche Alt A
14 Securities Inc. Mortgage Pass-Through Certificates, Series 2006-OA1, by Nationstar
15 Mortgage LLC its Attorney in Fact executed an Assignment of the Andrews Deed of
16 Trust in which HSBC Bank, USA, NA Trustee for Deutsche Alt A Securities Inc.
17 Mortgage Pass-Through Certificates, Series 2006-OA1, by Nationstar Mortgage LLC its
18 Attorney in Fact purports to assign and transfer to Nationstar Mortgage, LLC all rights,
19 title and interest in the Andrews Deed of Trust as an alternate means of collection
20 (personal property).

21 37. The August 27, 2014 Assignment of Deed of Trust was filed on or about September 10,
22 2014 with the King County Clerk (Exhibit H).

1 38. The purpose of the Corporate Assignment of Deed of Trust dated August 27, 2014 is to
2 memorialize a purported true sale transaction that was to take place pertaining to the sale
3 (conveyance) of the Andrews Note. It did not cause the purported true sale nor acquire
4 any rights as an alternate means of collection (personal property) to Nationstar Mortgage,
5 LLC.

6
7 **JURISDICTION**

8 39. Plaintiffs re-allege paragraphs 1-38 as if stated herein in full.

9 40. This Court has jurisdiction over this matter pursuant to *RCW 4.12.010 et seq.*

10
11 **COUNT I**

12 **BREACH OF CONTRACT**

13 41. Plaintiffs re-allege paragraphs 1- 40 as if stated herein in full.

14 42. **Covenant 23 Reconveyance.** *Upon payment of all sums secured by this Security*
15 *Instrument, Lender shall request Trustee to reconvey the Property and shall surrender*
16 *this Security Instrument and all notes evidencing debt secured by this Security Instrument*
17 *to Trustee. Trustee shall reconvey the Property without warranty to the person or*
18 *persons legally entitled to it. Such person or persons shall pay any recordation costs and*
19 *the Trustee's fee for preparing the reconveyance. (Exhibit C).*

20 43. Defendant Countrywide Bank, NA and the mortgagee under the Andrews Deed of Trust
21 security instrument Defendant Mortgage Electronic Registration Systems, Inc. a separate
22 corporation that is acting solely as a nominee (emphasis added) had a contractual
23 obligation to release the beneficial security interest (personal property) alternate means of
24
25

1 collection upon receiving payment for [all] sums represented by the Andrews Note
2 secured by the Andrews Deed of Trust, real property lien.

3 44. Defendant Countrywide Bank, NA and the mortgagee under the Andrews Deed of Trust
4 security instrument Defendant Mortgage Electronic Registration Systems, Inc. a separate
5 corporation that is acting solely as a *nominee* (emphasis added) breached its contractual
6 duty to release the beneficial security interest (personal property) alternate means of
7 collection evidenced by the Security Instrument (Andrews Deed of Trust) real property
8 lien upon receipt of payment for [all] sums represented by the Andrews Note.
9

10 **COUNT II**

11 **SLANDER OF TITLE**

12 (Defendants Slandered Title to the Andrews Property)

13 45. Plaintiffs re-allege paragraphs 1-44 as if herein stated in full.

14 46. BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby
15 conveyed and has the right to mortgage, grant and convey the Property and that the
16 Property is unencumbered, except for encumbrances of record. *Borrower warrants and*
17 *will defend generally the title to the Property against all claims and demands, subject to*
18 *any encumbrances of record.* (Exhibit C).

19 47. Generally, one must prove the following to bring a claim of Slander of Title.

- 20 a. There was a communication to a third party of;
21 b. A false statement;
22 c. Derogatory to another's title;
23 d. With malice; and
24 e. Causing special damages
25

1 48. The June 15, 2011 filing of the document purporting to be an Assignment of Deed of
2 Trust dated June 9, 2011 into the Official Records of the King County Recorder's
3 Office is a communication to a third party of false statement derogatory to Plaintiff's
4 title made with malice causing special damages to the Plaintiffs claim of title. To wit;

5 a. Filing the document purporting to be an Assignment of Deed of Trust with the
6 King County Recorder for anyone viewing the filed documents is by definition a statement
7 to a third-party;

8
9 b. **The statement that MERS could assign "beneficial interest (personal property)**
10 **alternate means of collection, rights, and title" herein described or referred to" is a**
11 **false statement because of the following:**

12
13 i. MERS never owned the Plaintiff's Note;

14 ii. MERS cannot own a Note because MERS is strictly a registry database;

15
16 iii. MERS has emphatically stated under its own agreement with its
17 mortgage-lender members, that MERS *"cannot exercise, and is contractually prohibited*
18 *from exercising, any of the rights or interests in the mortgages or other security documents"*
19 and that MERS has *"no rights whatsoever to any payments made on account of such*
20 *mortgage loans, to any servicing rights related to such mortgage loans, or to any*
21 *mortgaged properties securing such mortgage loans."* Source: *Mortgage Electronic*
22 *Registration Systems, Inc. v. Nebraska Dept. of Bnkg and Fin.*, 704 N.W.2d 784 (Neb.
23 2005), Brief of Appellant at 11-12.
24
25

1 iv. It is stated in the MERS Procedures Manual, Release 19.0, dated June 14,
2 2010: (Exhibit I) Page 63 – Transfer of Beneficial Rights to Member Investors, Overview:
3 *"Although MERS tracks changes in ownership of the beneficial rights for loans registered*
4 *on the MERS System, MERS cannot transfer the beneficial rights to the debt. The debt can*
5 *only be transferred by properly endorsing the promissory note to the transferee."*
6

7 v. It is stated in the MERS Residential Marketing Kit, *Terms And Conditions*:
8 *"MERS shall have no rights whatsoever to any payments made on account of such*
9 *mortgage loans, to any servicing rights related to such mortgage loans, or to any*
10 *mortgaged properties securing such mortgage loans. MERS agrees not to assert any*
11 *rights... the MERS System is not a vehicle for creating or transferring beneficial interests*
12 *in mortgage loans..."*
13

14 vi. Pursuant to the maxim of law *Nemo dat quod non habet*, one cannot sell
15 what one does not own;

16 vii. Pursuant to statutory requirements of law, negotiable instruments are to be
17 transferred by negotiation, indorsement, and delivery, and an Assignment cannot
18 memorialize a sale that never took place; RCW 62A.7-501. *Form of negotiation and*
19 *requirements of due negotiation*
20

21 1. *The following rules apply to a negotiable tangible document of title:*

22 *(a) If the document's original terms run to the order of a named person, the document is*
23 *negotiated by the named person's endorsement and delivery... (Emphasis added)*
24
25

1 c. That false statement that MERS could assign "the beneficial rights, title, and interest
2 herein described or referred to" is derogatory to Plaintiff's title; All parties had knowledge
3 the intangible debt payment stream had been stripped as a (transferable record) from the
4 Andrews Note and willfully elected to sale (convey) the Andrews Note for less than full
5 value, such is with intent.
6

7 d. That false statement was made with malice to improperly attempt an assignment that
8 was not eligible to be recorded; all parties had knowledge the (personal property) security
9 interest as collateral to the Andrews Note had been dissolved by operation of law and
10 willfully elected to claim rights over an alternate means of collection, such is with intent.
11

12 e. The filing of the document purporting to be an Assignment of Deed of Trust with its
13 false statement caused Plaintiffs and continues to cause Plaintiffs financial, emotional, and
14 special damages as all parties had knowledge the (personal property) security interest as
15 collateral to the Andrews Note had been dissolved by operation of law and willfully elected
16 to claim rights over an alternate means of collection, such is with intent.

17 49. The June 9, 2011 Assignment of the Andrews Deed of Trust is invalid.

18 50. As a consequence of Defendants' actions or inaction, Plaintiffs cannot in good faith
19 transfer equitable, legal or marketable title to the Property.

20 51. The January 11, 2013 filing of the document purporting to be an Assignment of Deed
21 of Trust dated January 10, 2013 into the Official Records of the King County
22 Recorder's Office is a communication to a third party of false statement derogatory to
23 Plaintiff's title made with malice causing special damages to the Plaintiffs claim of title.
24

25 To wit;

1 a. Filing the document purporting to be an Assignment of Deed of Trust with the
2 King County Recorder for anyone viewing the filed documents is by definition a statement
3 to a third-party;

4
5 b. The statement that Bank of America, NA could assign "beneficial interest
6 (personal property) alternate means of collection, rights, and title" herein described
7 or referred to" is a false statement because of the following:

8 i. Bank of America, NA never owned the Plaintiff's Note;

9
10 ii. Pursuant to the maxim of law *Nemo dat quod non habet*, one cannot sell
11 what one does not own;

12 iii. Pursuant to statutory requirements of law, negotiable instruments are to be
13 transferred by negotiation, indorsement, and delivery, and an Assignment cannot
14 memorialize a sale that never took place; RCW 62A.7-501. *Form of negotiation and*
15 *requirements of due negotiation*

16
17 1. *The following rules apply to a negotiable tangible document of title:*

18
19 (a) *If the document's original terms run to the order of a named person, the document is*
20 *negotiated by the named person's endorsement and delivery... (emphasis added)*

21 c. That false statement that Bank of America, NA could assign "the beneficial rights,
22 title, and interest herein described or referred to" is derogatory to Plaintiff's title; All
23 parties had knowledge the intangible debt payment stream had been stripped as a
24
25

1 (transferable record) from the (Andrews Note) and willfully elected to sale (convey) the
2 (Andrews Note) for less than full value, such is with intent.

3
4 d. That false statement was made with malice to improperly attempt an assignment that
5 was not eligible to be recorded; all parties had knowledge the (personal property) security
6 interest as collateral to the Andrews Note had been dissolved by operation of law and
7 willfully elected to claim rights over an alternate means of collection, such is with intent.

8 e. The filing of the document purporting to be an Assignment of Deed of Trust with its
9 false statement caused Plaintiffs and continues to cause Plaintiffs financial, emotional, and
10 special damages as all parties had knowledge the (personal property) security interest as
11 collateral to the Andrews Note had been dissolved by operation of law and willfully elected
12 to claim rights over an alternate means of collection, such is with intent.

13
14 52. The January 10, 2013 Assignment of the Andrews Deed of Trust is invalid.

15 As a consequence of Defendants' actions or inaction, Plaintiffs cannot in good faith
16 transfer equitable, legal or marketable title to the Property.

17 53. The August 26, 2014 filing of the document purporting to be a Corporate Assignment
18 of Deed of Trust dated August 26, 2014 into the Official Records of the King County
19 Recorder's Office is a communication to a third party of false statement derogatory to
20 Plaintiff's title made with malice causing special damages to the Plaintiffs claim of title.

21 To wit;

22 a. Filing the document purporting to be a Corporate Assignment of Deed of Trust
23 with the King County Recorder for anyone viewing the filed documents is by definition a
24 statement to a third-party;
25

1 b. The statement that HSBC Bank USA, NA as Trustee for Deutsche Alt-A-
2 Securities, Inc. Mortgage Pass-Through Certificates, Series 2006-OA1 could assign
3 “beneficial interest (personal property) alternate means of collection, rights, and title”
4 herein described or referred to” is a false statement because of the following:

5
6 i. HSBC Bank USA, NA never owned the Plaintiff's Note;

7 ii. Pursuant to the maxim of law *Nemo dat quod non habet*, one cannot sell
8 what one does not own;

9
10 iii. Pursuant to statutory requirements of law, negotiable instruments are to be
11 transferred by negotiation, indorsement, and delivery, and an Assignment cannot
12 memorialize a sale that never took place; 62A.7-501. *Form of negotiation and*
13 *requirements of due negotiation*

14
15 1. *The following rules apply to a negotiable tangible document of title:*

16 (a) *If the document's original terms run to the order of a named person, the document is*
17 *negotiated by the named person's endorsement and delivery... (emphasis added)*

18
19 c. That false statement that HSBC Bank USA, NA Trustee for Deutsche Alt A
20 Securities Inc. Mortgage Pass-Through Certificates, Series 2006-OA1, by Nationstar
21 Mortgage LLC its Attorney in Fact could assign “the beneficial rights, title, and interest
22 herein described or referred to is derogatory to Plaintiff's title; All parties had knowledge
23 the intangible debt payment stream had been stripped as a (transferable record) from the
24 Andrews Note and willfully elected to sale (convey) the Andrews Note for less than full
25 value, such is with intent.

1 d. That false statement was made with malice to improperly attempt an assignment that
2 was not eligible to be recorded; all parties had knowledge the (personal property) security
3 interest as collateral to the Andrews Note had been dissolved by operation of law and
4 willfully elected to claim rights over an alternate means of collection, such is with intent.
5

6 e. The filing of the document purporting to be a Corporate Assignment of Deed of Trust
7 with its false statement caused Plaintiffs and continues to cause Plaintiffs financial,
8 emotional, and special damages as all parties had knowledge the (personal property) security
9 interest as collateral to the Andrews Note had been dissolved by operation of law and
10 willfully elected to claim rights over an alternate means of collection, such is with intent.

11 54. The August 26, 2014 Assignment of the Andrews Deed of Trust is invalid.

12 As a consequence of Defendants' actions or inaction, Plaintiffs cannot in good faith
13 transfer equitable, legal or marketable title to the Property.
14

15 55. The September 10, 2014 filing of the document purporting to be a Corporate
16 Assignment of Deed of Trust dated August 27, 2014 into the Official Records of the
17 King County Recorder's Office is a communication to a third party of false statement
18 derogatory to Plaintiff's title made with malice causing special damages to the
19 Plaintiffs claim of title. To wit;

20 a. Filing the document purporting to be a Corporate Assignment of Deed of Trust
21 with the King County Recorder for anyone viewing the filed documents is by definition a
22 statement to a third-party;
23
24
25

1 b. The statement that HSBC Bank USA, NA could assign “beneficial interest
2 (personal property) alternate means of collection, rights, and title” herein described
3 or referred to” is a false statement because of the following:

4 i. HSBC Bank USA, NA never owned the Plaintiff’s Note;

5 ii. Pursuant to the maxim of law *Nemo dat quod non habet*, one cannot sell
6 what one does not own;

7 vii. Pursuant to statutory requirements of law, negotiable instruments are to be
8 transferred by negotiation, indorsement, and delivery, and an Assignment cannot
9 memorialize a sale that never took place; 62A.7-501. *Form of negotiation and*
10 *requirements of due negotiation*

11 1. *The following rules apply to a negotiable tangible document of title:*

12 (a) *If the document's original terms run to the order of a named person, the document is*
13 *negotiated by the named person's endorsement and delivery... (emphasis added)*

14 c. That false statement that HSBC Bank USA, NA Trustee for Deutsche Alt A
15 Securities Inc. Mortgage Pass-Through Certificates, Series 2006-OA1, by Nationstar
16 Mortgage LLC its Attorney in Fact could assign “the beneficial rights, title, and interest
17 herein described or referred to is derogatory to Plaintiff’s title; All parties had knowledge
18 the intangible debt payment stream had been stripped as a (transferable record) from the
19 Andrews Note and willfully elected to sale (convey) the Andrews Note for less than full
20 value, such is with intent.
21
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23
24
25

1 d. That false statement was made with malice to improperly attempt an assignment that
2 was not eligible to be recorded; all parties had knowledge the (personal property) security
3 interest as collateral to the Andrews Note had been dissolved by operation of law and
4 willfully elected to claim rights over an alternate means of collection, such is with intent.
5

6 e. The filing of the document purporting to be a Corporate Assignment of Deed of Trust
7 with its false statement caused Plaintiffs and continues to cause Plaintiffs financial,
8 emotional, and special damages as all parties had knowledge the (personal property) security
9 interest as collateral to the Andrews Note had been dissolved by operation of law and
10 willfully elected to claim rights over an alternate means of collection, such is with intent.

11 56. The August 27, 2014 Assignment of the Andrews Deed of Trust is invalid.

12 57. As a consequence of Defendants' actions or inaction, Plaintiffs cannot in good faith
13 transfer equitable, legal or marketable title to the Property.
14

15 COUNT III

16 VIOLATION OF FAIR DEBT COLLECTION

17 PRACTICES ACT (FDCPA), 15 U.S.C. §1692 et seq., NRS 649. and 15 U.S.C. §1682

18 et seq BY DEFENDANT, NATIONSTAR MORTGAGE LLC.

19 58. Plaintiff incorporates all preceding paragraphs as fully set forth herein.

20 59. The violations alleged herein are within the statute of limitations as defined by 15 U.S.C.
21 §1692k(d).

22 60. Defendant, Nationstar Mortgage LLC. Is a unknown entity and "debt collectors" as
23 defined by the FDCPA, 15 U.S.C. § 1692a(6) attempting to collect a "debt" as defined by
24 15 U.S.C. §1692(a)(5).
25

1 61. Defendant, Nationstar Mortgage LLC. is an unknown entity and is a "debt collection
2 agency" as defined by the NRS 649.020 attempting to collect a "claim" as defined by
3 NRS 649.010.

4 62. N.R.S. .649 et seq., prohibits debt collectors from engaging in abusive, deceptive, and
5 unfair practices.

6 63. A violation of any provision of the Federal Fair Debt Collection Practices Act, 15 U.S.C.
7 §§ 1682 et seq., or any regulation adopted pursuant thereto, shall be deemed to be a
8 violation of this chapter. (Added to NRS by 2007, 2500).
9

10 64. 15 U.S.C. § 1692a (emphasis added). The Act treats assignees as debt collectors if the
11 debt sought to be collected was in default when acquired by the assignee. ("[T]he FDCPA
12 holds debt collectors liable for various abusive, deceptive, and unfair debt collection
13 practices regardless of whether the debt is valid.") Nationstar Mortgage LLC. acquired
14 the alleged non-existent debt as a debt in default, and its collection activities were based
15 on that understanding. Nationstar Mortgage LLC. attempted to collect on a debt that "it
16 asserted to be in default" and because that asserted default was believed by Nationstar
17 Mortgage LLC. to have existed when Nationstar Mortgage LLC. acquired the alleged
18 debt from HSBC Bank, USA, NA, Nationstar Mortgage LLC. is not outside the scope of
19 the Act, and is therefore liable under the act as follows;

20
21 65. Plaintiffs are informed and believe and thereon allege that, Defendant Nationstar
22 Mortgage LLC. has violated 15 U.S.C. §1692d by engaging in conduct the natural
23 consequence of which is to harass, oppress, or abuse any person, by repeatedly sending
24 Plaintiffs monthly payment statements, with a standard bankruptcy disclaimer to avoid
25

1 liability under the FDCPA, and by asserting a right which it lacks, to wit, the right to
2 enforce a non-existent debt.

3 66. Plaintiffs are informed and believe and thereon allege that, Nationstar Mortgage LLC.'s
4 conduct violated 15 U.S.C. §1692e and §1692e (5) in that Defendant engaged in false,
5 deceptive or misleading behavior in connection with the collection of a debt by
6 threatening to take a legal action against Plaintiffs, which Defendant could not carry out,
7 to wit, a right which they lack.

8
9 67. Plaintiff is informed and believes and thereon alleges that, Nationstar Mortgage LLC. has
10 violated 15 U.S.C. §1692e(2) by falsely representing the character, amount and legal
11 status of the debt they are attempting to collect, by stating that Plaintiff is in Default and
12 owes a debt, When in fact, Plaintiff is not in default, nor do they owe a debt to this
13 Defendant.

14 68. Plaintiffs are informed and believe and thereon allege that, the Defendant's conduct
15 violated 15 U.S.C. §1692e (9) by Representing documents as authorized, issued or
16 approved by the State of Washington, in that Defendants Nationstar Mortgage LLC. sent
17 Plaintiffs a Notice of Default and Election to Sell their home. Plaintiffs further contend
18 that they are absolutely not in default and do not owe a debt to Nationstar Mortgage LLC.

19 69. Plaintiffs are informed and believe and thereon allege that, Defendant Nationstar
20 Mortgage LLC. has violated 15 U.S.C. §1692f and §1692f(6) in that they used
21 unconscionable means to collect a non-existent debt, by declaring a Default against
22 Plaintiffs, when in fact, Plaintiffs are not in default, nor do they owe a debt to the
23 Defendant and the action of Defendant has humiliated and belittled Plaintiffs to a point of
24
25

1 oppression, in that Defendants have taken illegitimate steps and threatened to unlawfully
2 repossess or disable the Plaintiff's property.

3 70. Nationstar Mortgage LLC. letter/Notice dated October 28, 2014 states in part; "Quality
4 may be acting as a debt collector attempting to collect a debt". Nationstar Mortgage LLC.
5 clearly admits it is a debt collector attempting to collect a debt, and therefore, has
6 established liability under the FDCPA by its own admittance (Exhibit J).

7
8 **COUNT IV**

9 **CLAIM FOR DECLARATORY RELIEF**

10 71. Plaintiffs re-allege paragraphs 1-70 as if stated herein if full.

11 72 Declare Defendant Countrywide Bank, NA and the mortgagee under the Andrews Deed
12 of Trust (security instrument) Defendant Mortgage Electronic Registration Systems, Inc.
13 a separate corporation that is acting solely as a *nominee* (emphasis added) breached a
14 contractual obligation to release the Andrews Deed of Trust as security interest (personal
15 property) alternate means of collection over the Andrews Note upon payment in full for
16 [all] sums represented by the Andrews Note.

17 72. Declare Defendant DB Structured Products, Inc. by bifurcating the payment stream
18 intangible obligation as a (transferable record) pursuant to RCW 62A.8-102 negotiating -
19 selling (conveying) outside of negotiating - selling (conveying) the Andrews Note to
20 Defendant Deutsche Alt-A Securities, Inc., Defendant DB Structured Products, Inc.
21 became the account debtor for the payment stream (transferable record) intangible
22 obligation sold to the Defendant Deutsche Alt-A Securities, Inc.

23
24 73. Declare Defendant DB Structured Products, Inc. by bifurcating the payment stream
25 intangible obligation as a (transferable record) pursuant to RCW 62A.8-102 negotiating -

1 selling (conveying) outside of negotiating – selling (conveying) the Andrews Note to
2 Defendant Deutsche Alt-A Securities, Inc. rendered the Andrews Note less than full
3 value.

4 74. Declare Defendant Deutsche Alt-A Securities, Inc. a partial assignee of the Andrews
5 Note pursuant to RCW 62A.3 -203 (4) rendering the beneficial interest security (personal
6 property) as an alternate means of collection a nullity by operation of statutory
7 requirements of law.

8
9 75. Declare Defendant Deutsche Alt-A Securities, Inc. by bifurcating the payment stream
10 intangible obligation as a (transferable record) pursuant to RCW 62A.8-102 negotiating -
11 selling (conveying) outside of negotiating – selling (conveying) the Andrews Note to
12 Defendant DALTA-2006-OA1, Defendant Deutsche Alt-A Securities, Inc. became the
13 account debtor for the payment stream (transferable record) intangible obligation sold to
14 the Defendant DALTA-2006-OA1.

15 76. Declare Defendant Deutsche Alt-A Securities, Inc. by bifurcating the payment stream
16 intangible obligation as a (transferable record) pursuant to RCW 62A.8-102 negotiating -
17 selling (conveying) outside of negotiating – selling (conveying) the Andrews Note to
18 Defendant DALTA-2006-OA1 rendered the Andrews Note less than full value.

19 77. Declare Defendant DALTA-2006-OA1 a partial assignee of the Andrews Note pursuant
20 to RCW 62A.3-203 (4) rendering the beneficial interest security (personal property) as an
21 alternate means of collection a nullity by operation of statutory requirements of law.

22 78. Defendants, DB Structured Products, Inc., Deutsche Alt-A Securities, Inc. and DALTA-
23 2006-OA1 individually and collectively failed to acquire any rights to enforce an
24
25

1 alternate means of collection (personal property) beneficial interest of the Andrews Deed
2 of Trust Loan.

3 79. Defendants, individually and collectively cannot enforce the Andrews Tangible Deed of
4 Trust recorded with King County Recorder.

5 80. Defendants failed to comply with RCW 62A.7-501. *Form of negotiation and*
6 *requirements of due negotiation*

7 81. Declare that Defendants individually and collectively are not a proper party to enforce a
8 beneficial security interest (personal property) alternate means of collection through an
9 administrative foreclosure.

10 82. Declare that the June 9, 2011 Assignment of the Andrews Deed of Trust is void.

11 83. Declare that the January 10, 2013 Assignment of the Andrews Deed of Trust is void.

12 84. Declare that the August 26, 2014 Assignment of the Andrews Deed of Trust is void.

13 85. Declare that the August 27, 2014 Assignment of the Andrews Deed of Trust is void.

14
15 **RESERVATION OF RIGHTS**

16 Plaintiffs hereby reserve the right to amend their Complaint to include additional defendants
17 as their identities are discovered and to amend their Complaint to include additional causes of
18 action as additional information is discovered.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs David C. & Melinda C. Andrews attorneys *Pro se* respectfully
21 request this court grant the following:

- 22
- 23 1. Declare that Countrywide Bank, NA and Lender's Nominee MERS breached the plain
24 language of the Andrews Deed of Trust contract.
 - 25 2. Declare the Andrews Deed of Trust unenforceable.

3. Declare that the Andrews Tangible Note is irrevocably separated from the DALTA-2006-OA1 Intangible payment stream obligation (transferable record);
4. Declare that none of the named Defendants can make a lawful claim to the beneficial security interest (personal property) exclusively once held as collateral in the original Andrews Deed of Trust Loan, (Countrywide Bank, NA's contractual agreement, Andrews Note and [once] properly perfected Andrews Deed of Trust);
5. Declare that DALTA-2006-OA1 was not granted as a matter of law or equity any right, title or interest in the Andrews Tangible Deed of Trust;
6. Declare that the Assignment of Deed of Trust dated June 9, 2011 is void; and
7. Declare that the Assignment of Deed of Trust dated June 9, 2011 is Slander of Title.
8. Declare that the Assignment of Deed of Trust dated January 10, 2013 is void; and
9. Declare that the Assignment of Deed of Trust dated January 10, 2013 is Slander of Title
10. Declare that the Corporate Assignment of Deed of Trust dated August 26, 2014 is void; and
11. Declare that the Corporate Assignment of Deed of Trust dated August 26, 2014 is Slander of Title
12. Declare that the Corporate Assignment of Deed of Trust dated August 27, 2014 is void; and
13. Declare that the Corporate Assignment of Deed of Trust dated August 27, 2014 is Slander of Title
14. Declare that Plaintiffs David C. & Melinda C. Andrews are the owners of the Property;
15. For any other relief this Court may find Just and equitable.

JURY DEMAND

1 Plaintiffs demand a jury trial for all causes of action set forth herein.

2
3 DATED this 2 of March, 2015.

4
5 By: David C. Andrews

6 David C. Andrews, *Pro se*

7
8
9 By: Melinda C. Andrews

10 Melinda C. Andrews, *Pro se*

11
12
13
14 VERIFICATION

15 We, David C. & Melinda C. Andrews, attorneys *Pro se* are the Plaintiffs in the above-entitled
16 matter. We have read the foregoing Complaint and know the contents thereof. The same is true
17 of my knowledge, except as to those matters which are therein alleged on information and belief,
18 and as to those matters, we believe them to be true.

19 We declare under penalty of perjury under the laws of the State of WA that the foregoing is
20 true and correct.

21 Executed at King County Washington this 2 day of March 2015.

22
23 By: David C. Andrews

24 David C. Andrews, *Pro se*

1
2 By: Melinda C. Andrews

3 Melinda C. Andrews, *Pro se*
4

5 Respectfully submitted and affirmed to this 2 day of March 2015.
6

7 By: David C. Andrews

8 David C. Andrews, *Pro se*
9

10 By: Melinda C. Andrews
11 Melinda C. Andrews, *Pro se*

12 Exhibit A: Affidavit of Joe Esquivel

13 Exhibit B: Note

14 Exhibit C: Deed of Trust

15 Exhibit D: Pooling and Servicing Agreement

16 Exhibit E: Assignment dated June 9, 2011

17 Exhibit F: Assignment dated January 10, 2013

18 Exhibit G: Assignment dated August 26, 2014

19 Exhibit H: Assignment dated August 27, 2014

20 Exhibit I: MERS Procedures Manual, Release 19.0, dated June 14, 2010: Page 63

21 Exhibit J: Nationstar Mortgage LLC. letter/Notice dated October 28, 2014
22
23
24
25

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID C. & MELINDA C. ANDREWS,
ATTORNEYS PRO SE,

Plaintiff/Petitioner,

vs.

COUNTRYWIDE BANK, NA, MORTGAGE
ELECTRONIC REGISTRATION SERVICES,
INC., NATIONSTAR MORTGAGE, LLC, DB
STRUCTURED PRODUCTS, INC., DEUTSCHE
ALT-A SECURITIES, INC., HSBC BANK USA,
NA, AND DOES I-X,

Defendant/Respondent.

Case No _____

☐ SEA
☐ KNT

Exhibit A

is attached.

After Recording Return to:
David C. & Melinda C. Andrews
1440 SW 158th St.
Burien, WA 98166

AFFIDAVIT OF JOSEPH R. ESQUIVEL JR.

I, Joseph R. Esquivel Jr, declare as follows:

1. I am over the age of 18 years and qualified to make this affidavit.
2. I am a licensed private investigator of in the State of Texas, License # A18306.
3. I make this affidavit based on my own personal knowledge.
4. I make this affidavit in support of *Mortgage Compliance Investigators'* Chain Of Title Analysis & Mortgage Fraud Investigation prepared for David C. & Melinda C. Andrews regarding the Security Instrument and the real property located at 1440 SW 158th St, Burien, WA 98166, as referenced in the King County Record.
5. I have no direct or indirect interest in the outcome of the case at bar for which I am offering my observations.
6. I have personal knowledge and experience in the topic areas related to the securitization of mortgage loans, real property law, Uniform Commercial Code practices, predatory lending practices, assignment and assumption of securitized loans, creation of trusts under deeds of trust, pooling and servicing agreements, issuance of asset-backed securities and specifically mortgage-backed securities by special purpose vehicles in which an entity is named as trustee for holders of certificates of mortgage backed securities, the foreclosure process of securitized and non-securitized residential mortgages in both judicial and non-judicial states, and the various forms of foreclosure-related fraud.

7. I perform my research through the viewing of actual business records and Corporate/Trust Documents.
8. I use professional resources to view these records and documents.
9. I have the training, knowledge and experience to perform these searches and understand the meaning of these records and documents with very reliable accuracy.
10. I am available for court appearances, in person or via telephone for further clarification or explanation of the information provided herein, or for cross examination if necessary.
11. My research through professional services and the viewing of actual business records and Corporate/Trust Documents, determined that an interest in the David C. & Melinda C. Andrews Mortgage Loan Instrument was sold sometime shortly after November 20, 2006 to multiple classes of the Deutsche Alt-A Securities Mortgage Loan Trust Series 2006-OA1.
12. I have looked at a purported to be true and correct copy of a Tangible Promissory Note of David C. & Melinda C. Andrews, dated November 20, 2006, regarding a loan for \$1,032,000. The Original Lender of the November 20, 2006 Andrews loan is Countrywide Bank N.A.. (See Exhibit "A" attached within):
 - a. This copy of the David C. & Melinda C. Andrews Note shows an indorsement, on the Note, from Countrywide Bank N.A., signed by Laurie Meder as Senior Vice President, made payable to Countrywide Home Loans Inc.
 - b. This copy of the David C. & Melinda C. Andrews Note also has an incomplete stamping on the Note from Countrywide Home Loans Inc., signed by Michele Sjolander as Executive Vice President, made payable to an as of yet unnamed payee.
13. The multiple classes of the Deutsche Alt-A Securities Mortgage Loan Trust Series 2006-OA1 are not named in any way on the David C. & Melinda C. Andrews Note.

- a. Nationstar Mortgage LLC is not named or referenced in any way on the David C. & Melinda C. Andrews Note.
- b. DB Structured Products Inc. is not named or referenced in any way on the David C. & Melinda C. Andrews Note.
- c. Deutsche Alt-A Securities Inc is not named or referenced in any way on the David C. & Melinda C. Andrews Note.
- d. HSBC Bank USA N.A. is not named or referenced in any way on the David C. & Melinda C. Andrews Note.

14. I have looked at a Deed of Trust of David C. & Melinda C. Andrews, dated November 20, 2006 and filed in the Official Records of the King County Recorder's Office on November 30, 2006 as ins# 20061130000209. (See Exhibit "B" attached within)

- a. The multiple classes of the Deutsche Alt-A Securities Mortgage Loan Trust Series 2006-OA1 are not named in any way to the David C. & Melinda C. Andrews Deed of Trust
- b. Nationstar Mortgage LLC is not named or referenced in any way on the David C. & Melinda C. Andrews Deed of Trust
- c. DB Structured Products Inc. is not named or referenced in any way on the David C. & Melinda C. Andrews Deed of Trust
- d. Deutsche Alt-A Securities Inc is not named or referenced in any way on the David C. & Melinda C. Andrews Deed of Trust

- e. HSBC Bank USA N.A., is not named or referenced in any way on the David C. & Melinda C. Andrews Deed of Trust

15. I have looked at the King County Record relating to the David C. & Melinda C. Andrews Deed of Trust dated November 20, 2006. The King County Record shows an "Assignment of Deed of Trust", dated June 09, 2011 and filed in the Official Records of the King County Recorder's Office on June 15, 2011 as ins# 20110615000408, signed by Dominique Johnson as Assistant Secretary and notarized June 09, 2011 by Deborah L. Beard, California Notary Commission #1853913, where MERS grants, assigns, and transfers to BAC Home Loans Servicing LP FKA Countrywide Home Loans Servicing LP. (See Exhibit "C" attached within).
16. I have looked at the King County Record relating to the David C. & Melinda C. Andrews Deed of Trust dated November 20, 2006. The King County Record shows an "Assignment of Deed of Trust", dated January 10, 2013 and filed in the Official Records of the King County Recorder's Office on January 11, 2013 as ins# 20130111000647, signed by Mercedes Judilla as Assistant Vice President and notarized January 10, 2013 by Jacqueline Benson, California Notary Commission #1963212, where Bank of America N.A., successor by merger to BAC Home Loans Servicing LP FKA Countrywide Home Loans Servicing LP grants, assigns, and transfers to HSBC Bank USA N.A., as trustee for the holders of the Deutsche Alt-A Securities Mortgage Loan Trust, Series 2006-OA1 Mortgage Pass-Through Certificates. (See Exhibit "D" attached within)
17. I have looked at the King County Record relating to the David C. & Melinda C. Andrews Deed of Trust dated November 20, 2006. The King County Record shows an "Corporate Assignment of Deed of Trust", dated August 26, 2014 and filed in the Official Records of the King County Recorder's Office on August 26, 2014 as ins# 20140826001045, signed by Adrienne Trammell as Assistant Secretary and notarized August 26, 2014 by Valencia Metcalf, Texas Notary, where HSBC Bank USA N.A., as trustee for the holders of the Deutsche Alt-A Securities Inc. Mortgage Pass-Through Certificates Series 2006-OA1, by Nationstar Mortgage LLC its attorney-in-fact grants, assigns, and transfers to Nationstar

Mortgage LLC. (See Exhibit "E" attached within) e

I have looked at the King County Record relating to the David C. & Melinda C. Andrews Deed of Trust dated November 20, 2006. The King County Record shows an "Corporate Assignment of Deed of Trust", dated August 27, 2014 and filed in the Official Records of the King County Recorder's Office on September 10, 2014 as ins# 2014091001062, signed by Melissa Kersenbrock as Assistant Secretary and notarized August 27, 2014 by Paul A. Curtis, Nebraska Notary, where HSBC Bank USA N.A., as trustee for the holders of the Deutsche Alt-A Securities Inc. Mortgage Pass-Through Certificates Series 2006-OA1, by Nationstar Mortgage LLC its attorney-in-fact grants, assigns, and transfers to Nationstar Mortgage LLC. (See Exhibit "F" attached within)

18. I have looked at the King County Record relating to the David C. & Melinda C. Andrews Deed of Trust dated November 20, 2006. The King County Record shows no record of reconveyance of the Deed of Trust as required in covenant 23 of the Deed of Trust which states "upon payment of all sums secured by the 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"

19. I have looked at a copy of the MERS Procedures Manual, Release 19.0, dated June 14, 2010, and MERS Residential Marketing Kit, Terms And Conditions: (see Exhibit "G" attached within)

a. It is stated in the MERS Procedures Manual, Release 19.0, dated June 14, 2010:

Page 63 – Transfer of Beneficial Rights to Member Investors, Overview:

"Although MERS tracks changes in ownership of the beneficial rights for loans registered on the MERS System, MERS cannot transfer the beneficial rights to the debt. The debt can only be transferred by properly endorsing the promissory note to the transferee." (emphasis added)

It is stated in the MERS Residential Marketing Kit, Terms And Conditions:

2. ...MERS shall serve as mortgagee of record with respect to all such mortgage

loans solely as a nominee, in an administrative capacity, for the beneficial owner or owners thereof from time to time. MERS shall have no rights whatsoever to any payments made on account of such mortgage loans, to any servicing rights related to such mortgage loans, or to any mortgaged properties securing such mortgage loans. MERS agrees not to assert any rights (other than rights specified in the Governing Documents) with respect to such mortgage loans or mortgaged properties. References herein to "mortgage(s)" and "mortgagee of record" shall include deed(s) of trust and beneficiary under a deed of trust and any other form of security instrument under applicable state law. (emphasis added)

6. MERS and the Member agree that: (i) the MERS System is not a vehicle for creating or transferring beneficial interests in mortgage loans... (emphasis added)

The above statements are affirmed by me under penalty of perjury under the laws of the State of Texas to be true and correct to the best of my knowledge and belief, are based on my own personal knowledge, and I am competent to make these statements.

FURTHER THE AFFIANT SAYETH NAUGHT

By Joseph R Esquivel Jr Executed on 1/27/2015
Joseph R Esquivel, Jr.

Private Investigator License # A18306

Mortgage Compliance Investigators

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Subscribed and sworn before me, Dalia Nanez

Notary Public, on this 27 day of JAN, 2015 by

Joseph R. Esquivel Jr, Proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me. WITNESS my hand and official seal.

[Signature]
Notary Public



IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID C. & MELINDA C. ANDREWS,
ATTORNEYS PRO SE,

Plaintiff/Petitioner,

vs.

COUNTRYWIDE BANK, NA, MORTGAGE
ELECTRONIC REGISTRATION SERVICES,
INC., NATIONSTAR MORTGAGE, LLC, DB
STRUCTURED PRODUCTS, INC., DEUTSCHE
ALT-A SECURITIES, INC., HSBC BANK USA,
NA, AND DOES I-X,

Defendant/Respondent.

Case No _____

☐ SEA
☐ KNT

Exhibit B

is attached.

(Page 1 of 6)

BEST IMAGE POSSIBLE

Prepared by: TIFFANY GASH

LOAN #: 100009909

MONTHLY ADJUSTABLE RATE PAYOPTION 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.

THIS NOTE CONTAINS A PREPAYMENT PENALTY.

NOVEMBER 20, 2006
[Date]

BURIEN
[City]

WASHINGTON
[State]

1440 SW 158TH ST, BURIEN, WA 98166-2123
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 1,032,000.00 ("Principal"), plus interest, to the order of Lender. The Principal 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 Principal Limit." Lender is Countrywide Bank, N.A.

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 its successors 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 has been paid. I will initially pay interest at a yearly rate of 8.750 %. This is my initial interest rate and is the rate for determining the interest I owe until it changes as provided below. Interest will be charged on the basis of a twelve-month year and a thirty-day month.

The interest rate used to calculate the initial Minimum Payment described in Section 3 is 1.250 %. When I make a Minimum Payment which is based on an interest rate that is less than the rate of interest due, the unpaid interest is added to the Principal amount. This is known as "deferred interest" or "negative amortization."

(B) Interest Rate Change Dates

The interest rate I owe may change on the first day of the first scheduled monthly payment, 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

On each 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

• PayOption MTA No Intra Period Note
1E620-XX (03/05)(d)

Page 1 of 6



(Page 2 of 6)

LOAN #: 9809

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 THREE & SEVEN-EIGHTHS percentage point(s) 3.875 (this amount is the "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 rate will never be greater than 9.950 % or lower than the Margin. 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.

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 JANUARY 01, 2007. 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 DECEMBER 01, 2046, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 10219, Van Nuys, CA 91410-0219 or at a different place if required by the Note Holder.

(B) Amount of My Initial Minimum Payment

The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment. Each of my initial Minimum Payments until the first Payment Change Date will be in the amount of U.S. \$ 2,733.20, unless adjusted under Section 3(B). If the Minimum Payment is not sufficient to cover the amount of the interest due, negative amortization will occur.

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first day of JANUARY, 2008, 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 determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. 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) applies, 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 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 multiplying the amount of my Minimum Payment due the month preceding the Payment Change Date 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.

(Page 3 of 6)

LOAN #: 10009809

(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 Cap described in Section 3(D), my Minimum Payment could be insufficient to pay the interest portion of the monthly payment that would 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 due and will add the difference to my unpaid Principal. 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 due, 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 Principal Limit equal to ONE HUNDRED FIFTEEN percent (115 %) of the Principal amount I originally borrowed. 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 sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the then-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 monthly payment options ("Payment Options") that are greater than the Minimum Payment. The Payment Options are calculated using the new interest rate in accordance with Section 2(D). The following Payment Options may be provided:

(i) **Interest Only Payment:** the amount that would pay only 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 based on the then-current interest rate.

(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 at the then-current interest rate.

These Payment Options are only available if they are greater than the Minimum Payment. Because the interest rate may change monthly, the amounts of each of these Payment Options may also change monthly.

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 that could result from 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

(Page 4 of 6)

LOAN #: 9809

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. DOCUMENT CORRECTION

In the event that Note Holder at any time discovers that this Note, Security Instrument, Addenda, Rider or any other document related to this loan is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan, or otherwise contains an error, such as a clerical mistake, calculation error, computer error, printing error, electronic transmission error, or similar error, I agree, upon notice from Note Holder, to re-execute any documents that are necessary to replace or correct any such documents and return them within ten (10) days of receipt. I also agree that I will not hold Lender responsible for any damages which result from any such error.

(Page 5 of 6)

LOAN #: 9809

12. 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 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 reasonable fees 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.

I agree to the Prepayment Penalty Addendum attached hereto and made a part hereof.

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


DAVID C. ANDREWS

-Borrower


MELINDA C. ANDREWS

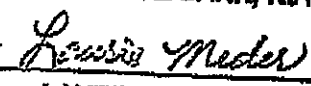
-Borrower

PAY TO THE ORDER OF
Countrywide Home Loans, Inc.

-Borrower

WITHOUT RECOURSE
COUNTRYWIDE BANK, N.A.

-Borrower

BY 
LAURIE MEDER
SENIOR VICE PRESIDENT

(Page 8 of 6)

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY: Michelle S. Jander
MICHELLE S. JANDER
EXECUTIVE VICE PRESIDENT

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID C. & MELINDA C. ANDREWS,
ATTORNEYS PRO SE,

Plaintiff/Petitioner,

vs.

COUNTRYWIDE BANK, NA, MORTGAGE
ELECTRONIC REGISTRATION SERVICES,
INC., NATIONSTAR MORTGAGE, LLC, DB
STRUCTURED PRODUCTS, INC., DEUTSCHE
ALT-A SECURITIES, INC., HSBC BANK USA,
NA, AND DOES I-X,

Defendant/Respondent.

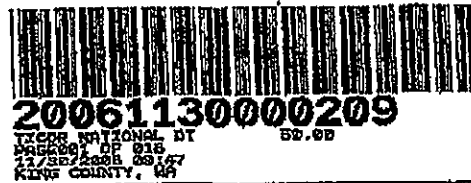
Case No _____

☐ SEA
☐ KNT

Exhibit C

is attached.

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

Assessor's Parcel or Account Number: 1923049.086
Abbreviated Legal Description:
LT B, LLA #LLA 99-01 REC #19990623900007

[Include lot, block and plat or section, township and range]
Full legal description located on page 12

Trustee:
LS TITLE OF WASHINGTON

TLCOR
6382148-1

Additional Grants located on page 18

[Space Above This Line For Recording Data]

9980911006
(Doc ID #)

DEED OF TRUST

MIN 20061136-8

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 NOVEMBER 20, 2006, together with all related to this document.

(B) "Borrower" is

DAVID C ANDREWS, AND MELINDA C ANDREWS, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is
Countrywide Bank, N.A.

Lender is a NATL. ASSN.

organized and existing under the laws of THE UNITED STATES

WASHINGTON-Single Family-Form 100-Uniform INSTRUMENT WITH MERS

Page 1 of 11

SA(WA) (0012).01 CHL (08/05)(5) VMP Mortgage Solutions, Inc. (800)521-7201
CONV/WA

Form 3048 1/01



Sign Notary
24 Nov 06

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DOC ID #: 990911006

Lender's address is
1199 North Fairfax St. Ste. 500, Alexandria, VA 22314

(D) "Trustee" is
IS TITLE OF WASHINGTON
2707 COLBY AVE., SUITE 118, EVERETT, WA 98201

(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. (313) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated NOVEMBER 20, 2006. The Note states that Borrower owes Lender
ONE MILLION THIRTY TWO THOUSAND and 00/100

Dollars (U.S.\$ 1,032,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2046

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> V.A. 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) 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 Trustee, in trust, with power of sale, the following described property located in the

COUNTY
(Type of Recording Jurisdiction)

of

KING
(Name of Recording Jurisdiction)

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

which currently has the address of

1440 SW 158TH ST, BURKEN
(Street/Chy)Washington 98166-2121 (Property Address):
(Zip Code)

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 cancelling 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 or, 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 5. 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

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DOC ID #: 00000000980811006

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) household payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the Property which can attain priority over this Security Instrument, household 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.

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

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

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

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

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

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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 foreclosure, for enforcement of a lien which may attach 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 those 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.

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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 15, 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.

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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.

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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 deed 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 Reinstatement 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

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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 spillage, 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 at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, 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, and any other matters required to be included in the notice by Applicable Law. 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/or 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 this evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, 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 the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of 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 or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Use of Property. The Property is not used principally for agricultural purposes.

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

David C. Andrews (Seal)
DAVID C. ANDREWS -Borrower

Melinda C. Andrews (Seal)
MELINDA C. ANDREWS -Borrower

____ (Seal)
____ -Borrower

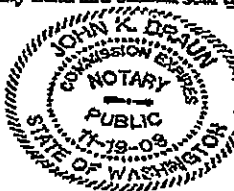
____ (Seal)
____ -Borrower

STATE OF WASHINGTON
County of King

On this day personally appeared before me David C. Andrews and Melinda C. Andrews

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of NOV 2006.



Notary Public in and for the State of Washington, residing at

My Appointment Expires on

Everett, WA 98008

(Page 12 of 18)

Prepared by: TIFFANY GASH

Countrywide Bank, N.A.

DATE: 11/20/2006

CASE #:

DOC ID #:

BORROWER: DAVID C. ANDREWS

PROPERTY ADDRESS: 1440 SW 158TH ST

BURIEN, WA 98166-2121

Branch #: 0000373

2825 EASTLAKE AVE E #301

SEATTLE, WA 98102

Phone: (206) 302-2000

Br Fax No.: (206) 323-3595

LEGAL DESCRIPTION EXHIBIT A

The east 120 feet, as measured along the south line thereof, of the following tract:

Beginning at the stone monument on the west line of Burien Lake View Tracts Division No. 2, according to the plat thereof recorded in Volume 19 of Plats, page(s) 87, in King County, Washington, for the intersection of Madrona Avenue;

thence north $01^{\circ}17'03''$ west along the west line of said plat a distance of 30.01 feet;

thence north $87^{\circ}23'23''$ west a distance of 1017.83 feet to the point of beginning of this description;

thence south $87^{\circ}23'23''$ west a distance of 826.49 feet;

thence north $01^{\circ}31'33''$ west along the west line of Section 19, Township 23 north, Range 4 east, W.M., in King County, Washington, a distance of 825.75 feet;

thence north $87^{\circ}42'34''$ east a distance of 15.75 feet;

thence north $00^{\circ}51'58''$ east a distance of 171.05 feet to the shore of Lake Burien;

thence south $83^{\circ}45'00''$ east a distance of 184.15 feet along the shore of Lake Burien;

thence south $71^{\circ}31'10''$ east a distance of 140.61 feet along the said shore line;

thence south $01^{\circ}31'33''$ east a distance of 852.89 feet to the point of beginning;

EXCEPT the south 200 feet of the west 98 feet, as measured along the south line thereof;

TOGETHER WITH all shore lands of the second class in front of said described tract;

(ALSO KNOWN AS Lot B, City of Burien Lot Line Adjustment Number LLA 99-01, recorded under Recording Number 19990623800007, in King County, Washington).

FMVA/CONV
Legal Description Exhibit A
20401000 (04/02/06)



2 3 9 8 1



9 8 0 9 0 0 0 0 2 0 0 6 A

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID C. & MELINDA C. ANDREWS,
ATTORNEYS PRO SE,

Plaintiff/Petitioner,

vs.

COUNTRYWIDE BANK, NA, MORTGAGE
ELECTRONIC REGISTRATION SERVICES,
INC., NATIONSTAR MORTGAGE, LLC, DB
STRUCTURED PRODUCTS, INC., DEUTSCHE
ALT-A SECURITIES, INC., HSBC BANK USA,
NA, AND DOES I-X,

Defendant/Respondent.

Case No _____

☐ SEA
☐ KNT

Exhibit D is attached.

DEUTSCHE ALT-A SECURITIES, INC.

Depositor

and

WELLS FARGO BANK, N.A.

Master Servicer and Securities Administrator

and

HSBC BANK USA, NATIONAL ASSOCIATION

Trustee

POOLING AND SERVICING AGREEMENT

Dated as of December 1, 2006

Mortgage Pass-Through Certificates

Series 2006-OA1

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Class R Certificateholder: The registered Holder of the Class R Certificate.

Class X Certificate: The Class X Certificates, and designated as such on the face thereof in substantially the form attached hereto as Exhibit A-6.

Clearing Agency: An organization registered as a "clearing agency" pursuant to Section 17A of the Securities and Exchange Act of 1934, as amended, which initially shall be the Depository.

Closing Date: December 29, 2006.

Code: The Internal Revenue Code of 1986, as amended.

Collateral Account: The account maintained by the Securities Administrator in accordance with the provisions of Section 4.11.

Commission: Means the United States Securities and Exchange Commission.

Compensating Interest: For any Distribution Date and (i) each Servicer, as set forth in the related Servicing Agreement and (ii) the Master Servicer, the amount described in Section 3.21.

Controlling Person: Means, with respect to any Person, any other Person who "controls" such Person within the meaning of the Securities Act.

Corporate Trust Office: The principal corporate trust office of the Trustee or the Securities Administrator, as the case may be, at which at any particular time its corporate trust business in connection with this Agreement shall be administered, which office at the date of the execution of this instrument is located at (i) with respect to the Trustee, HSBC Bank USA, National Association, 452 Fifth Avenue, New York, New York 10018, or at such other address as the Trustee may designate from time to time by notice to the Certificateholders, the Depositor, the Master Servicer and the Securities Administrator, or (ii) with respect to the Securities Administrator, (A) for Certificate transfer and surrender purposes, Wells Fargo Bank, N.A., Sixth Street and Marquette Avenue, Minneapolis, Minnesota 55479, Attention: DBALT 2006-OA1 and (B) for all other purposes, Wells Fargo Bank, N.A., 9062 Old Annapolis Road, Columbia, Maryland 21045, Attention: DBALT 2006-OA1, or at such other address as the Securities Administrator may designate from time to time by notice to the Certificateholders, the Depositor, the Master Servicer and the Trustee.

Corresponding Class of Certificate: With respect to each REMIC II Regular Interest and each REMIC III Regular Interest, the Class of Certificate with the corresponding designation.

Countrywide: Countrywide Home Loans, Inc., or any successor thereto.

Countrywide Servicing: Countrywide Home Loans Servicing LP, or any successor thereto.

ORIGINAL ISSUANCE OF CERTIFICATES

Section 2.1.

Conveyance of Trust Fund.

The Depositor, concurrently with the execution and delivery hereof, does hereby transfer, assign, set over and otherwise convey to the Trustee, on behalf of the Trust, without recourse, for the benefit of the Certificateholders, all the right, title and interest of the Depositor, including any security interest therein for the benefit of the Depositor, in and to the Loans identified on the Loan Schedule, the rights of the Depositor under the Mortgage Loan Purchase Agreement, the Servicing Agreements, the Assignment Agreements, the Subsequent Mortgage Loan Purchase Agreement and such assets as shall from time to time be credited or required by the terms of this Agreement to be credited to the Pre-Funding Account, Capitalized Interest Account and Cap Account (including, without limitation the right to enforce the obligations of the other parties thereto thereunder), and all other assets included or to be included in REMIC I. Such assignment includes all interest and principal received by the Depositor or the applicable Servicer on or with respect to the Loans (other than payments of principal and interest due on such Loans on or before the Cut-Off Date). The Depositor herewith delivers to the Trustee executed copies of the Mortgage Loan Purchase Agreement and the Assignment Agreements (with copies of the related Servicing Agreements attached thereto).

In connection with such transfer and assignment, the Depositor does hereby deliver to, and deposit with the applicable Custodian pursuant to the related Custodial Agreement the documents with respect to each Loan as described under Section 2 of the related Custodial Agreement (the "Loan Documents"). In connection with such delivery and as further described in the related Custodial Agreement, the applicable Custodian will be required to review such Loan Documents and deliver to the Trustee, the Depositor, the Master Servicer and the Seller certifications (in the forms attached to the related Custodial Agreement) with respect to such review with exceptions noted thereon. In addition, the Depositor under the Custodial Agreements will have to cure certain defects with respect to the Loan Documents for the related Loans after the delivery thereof by the Depositor to the Custodians as more particularly set forth therein.

Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge that the functions of the Trustee with respect to the custody, acceptance, inspection and release of the Mortgage Files, including, but not limited to certain insurance policies and documents contemplated by Section 3.12, and preparation and delivery of the certifications shall be performed by the related Custodian pursuant to the terms and conditions of the related Custodial Agreement.

The Depositor shall deliver or cause the related originator to deliver to the related Servicer copies of all trailing documents required to be included in the related Mortgage File at the same time the originals or certified copies thereof are delivered to the Trustee or related Custodian, such documents including the mortgagee policy of title insurance and any Loan Documents upon return from the recording office. The Servicers shall not be responsible for any custodian fees or other costs incurred in obtaining such documents and the Depositor shall cause

the Servicers to be reimbursed for any such costs the Servicers may incur in connection with performing its obligations under this Agreement.

The Loans permitted by the terms of this Agreement to be included in the Trust are limited to (i) Loans (which the Depositor acquired pursuant to the Mortgage Loan Purchase Agreement, which contains, among other representations and warranties, a representation and warranty of the Seller that no Loan sold by the Seller to the Depositor is a "High-Cost Home Loan" as defined in the New Jersey Home Ownership Act effective November 27, 2003, as defined in the New Mexico Home Loan Protection Act effective March 1, 2004, as defined in the Massachusetts Predatory Home Loan Practices Act, effective November 7, 2004 (Mass. Ann. Laws Ch. 183C) or as defined in the Indiana Home Loan Practices Act, effective March 1, 2005 (Ind. Code Ann. Sections 24-9-1 through 24-9-9)) and (ii) Substitute Loans (which, by definition as set forth herein and referred to in the Mortgage Loan Purchase Agreement, are required to conform to, among other representations and warranties, the representation and warranty of the Seller that no Substitute Loan sold by the Seller to the Depositor is a "High-Cost Home Loan" as defined in the New Jersey Home Ownership Act effective November 27, 2003, as defined in the New Mexico Home Loan Protection Act effective March 1, 2004, as defined in the Massachusetts Predatory Home Loan Practices Act, effective November 7, 2004 (Mass. Ann. Laws Ch. 183C) or as defined in the Indiana Home Loan Practices Act, effective March 1, 2005 (Ind. Code Ann. Sections 24-9-1 through 24-9-9)). The Depositor and the Trustee on behalf of the Trust agree and understand that it is not intended that any Loan be included in the Trust Fund that is (i) a "High-Cost Home Loan" as defined in the New Jersey Home Ownership Act effective November 27, 2003, (ii) a "High-Cost Home Loan" as defined in the New Mexico Home Loan Protection Act effective January 1, 2004, (iii) a "High-Cost Home Loan" as defined in the Massachusetts Predatory Home Loan Practices Act, effective November 7, 2004, (iv) a "high risk home loan" under the Illinois High Risk Home Loan Act, effective as of January 1, 2004, or (v) a "high cost home loan" under the Indiana High Cost Home Loan Law, effective January 1, 2005. The Trustee shall be entitled to indemnification from the Depositor and the Trust Fund for any loss, liability or expense arising out of, or in connection with, the provisions of the preceding sentence, including, without limitation, all costs, liabilities and expenses (including reasonable legal fees and expenses) of investigating and defending itself against any claim, action or proceeding, pending or threatened, relating to such provisions.

Section 2.2

Acceptance by Trustee.

The Trustee acknowledges receipt, subject to the provisions of Section 2.1 hereof and Section 2 of the Custodial Agreements, of the Loan Documents and all other assets included in the definition of "REMIC I" under clauses (i), (ii) and (iii) (to the extent of amounts deposited into the Distribution Account), (iv) and (v) and declares that it holds (or the applicable Custodian on its behalf holds) and will hold such documents and the other documents delivered to it constituting a Loan Document, and that it holds (or the applicable Custodian on its behalf holds) or will hold all such assets and such other assets included in the definition of "REMIC I" in trust for the exclusive use and benefit of all present and future Certificateholders.

Section 2.3

Repurchase or Substitution of Loans.

(a)

Upon discovery or receipt of notice of any materially defective document in, or that a document is missing from, a Mortgage File or of a breach by the Seller of any representation, warranty or covenant under the Mortgage Loan Purchase Agreement in respect of any Loan that materially and adversely affects the value of such Loan or the interest therein of the Certificateholders, the Trustee shall promptly notify the Seller of such defect, missing document or breach and request that the Seller deliver such missing document, cure such defect or breach within 60 days from the date the Seller was notified of such missing document, defect or breach, and if the Seller does not deliver such missing document or cure such defect or breach in all material respects during such period, the Trustee shall enforce the obligations of the Seller under the Mortgage Loan Purchase Agreement to repurchase such Loan from REMIC I at the Purchase Price within 90 days after the date on which the Seller was notified of such missing document, defect or breach, if and to the extent that the Seller is obligated to do so under the Mortgage Loan Purchase Agreement. The Purchase Price for the repurchased Loan shall be deposited in the Distribution Account and the Trustee, upon receipt of written certification from the Securities Administrator of such deposit and receipt by the Custodian of a properly completed request for release for such Loan in the form of Exhibit 3 to the related Custodial Agreement, shall release or cause the applicable Custodian to release to the Seller the related Mortgage File and the Trustee shall execute and deliver such instruments of transfer or assignment, in each case without recourse, representation or warranty, as the Seller shall furnish to it and as shall be necessary to vest in the Seller any Loan released pursuant hereto, and the Trustee shall not have any further responsibility with regard to such Mortgage File. In lieu of repurchasing any such Loan as provided above, if so provided in the Mortgage Loan Purchase Agreement, the Seller may cause such Loan to be removed from REMIC I (in which case it shall become a Deleted Loan) and substitute one or more Substitute Loans in the manner and subject to the limitations set forth in Section 2.3(b). It is understood and agreed that the obligation of the Seller to cure or to repurchase (or to substitute for) any Loan as to which a document is missing, a material defect in a constituent document exists or as to which such a breach has occurred and is continuing shall constitute the sole remedy respecting such omission, defect or breach available to the Trustee and the Certificateholders. Notwithstanding the foregoing, if the representation made by the Seller in Section 6(xxiv) of the Mortgage Loan Purchase Agreement is breached, the Trustee shall enforce the obligation of the Seller to repurchase such Loan at the Purchase Price, or to provide a Substitute Loan (plus any costs and damages incurred by the Trust Fund in connection with any violation by any such Loan of any predatory or abusive lending law) within 90 days after the date on which the Seller was notified of such breach.

In addition, should the Master Servicer become aware of or in the event of its receipt of notice by a Responsible Officer of the Master Servicer of the breach of the representation or covenant of the Seller set forth in Section 5(x) of the Mortgage Loan Purchase Agreement which materially and adversely affects the interests of the Holders of the Class P Certificates in any Prepayment Charge, the Master Servicer shall promptly notify the Seller and the Trustee of such breach. The Trustee shall enforce the obligations of the Seller under the Mortgage Loan Purchase Agreement to remedy such breach to the extent and in the manner set forth in the Mortgage Loan Purchase Agreement.

(b)

Any substitution of Substitute Loans for Deleted Loans made pursuant to Section 2.3(a) must be effected prior to the date which is two years after the Startup Day for the REMIC I.

As to any Deleted Loan for which the Seller substitutes a Substitute Loan or Loans, such substitution shall be effected by the Seller delivering to the Trustee or the applicable Custodian on behalf of the Trustee, for such Substitute Loan or Loans, the Mortgage Note, the Mortgage, the Assignment to the Trustee, and such other documents and agreements, with all necessary endorsements thereon, as are required by Section 2 of the Custodial Agreements, as applicable, together with an Officers' Certificate providing that each such Substitute Loan satisfies the definition thereof and specifying the Substitution Shortfall Amount (as described below), if any, in connection with such substitution. The applicable Custodian on behalf of the Trustee shall acknowledge receipt of such Substitute Loan or Loans and, within ten Business Days thereafter, review such documents and deliver to the Depositor, the Trustee and the Master Servicer, with respect to such Substitute Loan or Loans, an initial certification pursuant to the related Custodial Agreement, with any applicable exceptions noted thereon. Within one year of the date of substitution, the Custodian on behalf of the Trustee shall deliver to the Depositor, the Trustee and the Master Servicer a final certification pursuant to the Custodial Agreement with respect to such Substitute Loan or Loans, with any applicable exceptions noted thereon. Monthly Payments due with respect to Substitute Loans in the month of substitution are not part of REMIC I and shall be retained by the Seller. For the month of substitution, distributions to Certificateholders shall reflect the Monthly Payment due on such Deleted Loan on or before the Due Date in the month of substitution, and the Seller shall thereafter be entitled to retain all amounts subsequently received in respect of such Deleted Loan. The Depositor shall give or cause to be given written notice to the Certificateholders that such substitution has taken place, shall amend the Loan Schedule to reflect the removal of such Deleted Loan from the terms of this Agreement and the substitution of the Substitute Loan or Loans and shall deliver a copy of such amended Loan Schedule to the Trustee and the Master Servicer. Upon such substitution, such Substitute Loan or Loans shall constitute part of the Trust Fund and shall be subject in all respects to the terms of this Agreement and the Mortgage Loan Purchase Agreement including all applicable representations and warranties thereof included herein or in the Mortgage Loan Purchase Agreement.

For any month in which the Seller substitutes one or more Substitute Loans for one or more Deleted Loans, the Master Servicer shall determine the amount (the "Substitution Shortfall Amount"), if any, by which the aggregate Purchase Price of all such Deleted Loans exceeds the aggregate of, as to each such Substitute Loan, the Scheduled Principal Balance thereof as of the Due Date in the month of substitution, together with one month's interest on such Scheduled Principal Balance at the applicable Net Mortgage Rate, plus all outstanding Advances and Servicing Advances (including Nonrecoverable Advances) related thereto. On the date of such substitution, the Seller shall deliver or cause to be delivered to the Securities Administrator for deposit in the Distribution Account an amount equal to the Substitution Shortfall Amount, if any, and the Trustee or the applicable Custodian on behalf of the Trustee, upon receipt of the related Substitute Loan or Loans and certification by the Securities Administrator of such deposit and receipt by the applicable Custodian of a properly completed

request for release for such Loan in the form of Exhibit 3 to the related Custodial Agreement, shall release to the Seller the related Mortgage File or Files and the Trustee shall execute and deliver such instruments of transfer or assignment, in each case without recourse, representation or warranty, as the Seller shall deliver to it and as shall be necessary to vest therein any Deleted Loan released pursuant hereto.

In addition, the Seller shall obtain at its own expense and deliver to the Trustee an Opinion of Counsel to the effect that such substitution will not cause (a) any federal tax to be imposed on any REMIC, including without limitation, any federal tax imposed on "prohibited transactions" under Section 860F(a)(1) of the Code or on "contributions after the startup date" under Section 860G(d)(1) of the Code, or (b) any REMIC to fail to qualify as a REMIC at any time that any Certificate is outstanding.

(c)

Upon discovery by the Depositor, the Seller, the Master Servicer or the Trustee that any Loan does not constitute a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code, the party discovering such fact shall within two Business Days give written notice thereof to the other parties. In connection therewith, the Seller shall repurchase or substitute one or more Substitute Loans for the affected Loan within 90 days of the earlier of discovery or receipt of such notice with respect to such affected Loan. Such repurchase or substitution shall be made by (i) the Seller, if the affected Loan's status as a non-qualified mortgage is or results from a breach of any representation, warranty or covenant made by the Seller under the Mortgage Loan Purchase Agreement or (ii) the Depositor, if the affected Loan's status as a non-qualified mortgage does not result from a breach of representation or warranty. Any such repurchase or substitution shall be made in the same manner as set forth in Section 2.3(a). The Trustee shall reconvey to the Seller or the Depositor the Loan to be released pursuant hereto in the same manner, and on the same terms and conditions, as it would a Loan repurchased for breach of a representation or warranty.

(d)

Within 90 days of the earlier of discovery by the Master Servicer or receipt of notice by the Master Servicer of the breach of any representation, warranty or covenant of the Master Servicer set forth in Section 2.5 which materially and adversely affects the interests of the Certificateholders in any Loan or Prepayment Charge, the Master Servicer shall cure such breach in all material respects.

Section 2.4

Authentication and Delivery of Certificates; Designation of Certificates as REMIC Regular and Residual Interests.

(a)

The Trustee acknowledges the transfer to the extent provided herein and assignment to it of the Trust Fund and, concurrently with such transfer and assignment, has caused the Securities Administrator to execute and authenticate and has delivered to or upon the order of the Depositor, in exchange for the Trust Fund, Certificates evidencing the entire ownership of the Trust Fund.

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID C. & MELINDA C. ANDREWS,
ATTORNEYS PRO SE,

Plaintiff/Petitioner,

vs.

COUNTRYWIDE BANK, NA, MORTGAGE
ELECTRONIC REGISTRATION SERVICES,
INC., NATIONSTAR MORTGAGE, LLC, DB
STRUCTURED PRODUCTS, INC., DEUTSCHE
ALT-A SECURITIES, INC., HSBC BANK USA,
NA, AND DOES I-X,

Defendant/Respondent.

Case No _____

☐ SEA
☐ KNT

Exhibit E

is attached.

Electronically Recorded

20110615000408

INGEO SYSTEMS INC
Page 001 of 001
06/15/2011 10:32
King County, WA

ADT

14.00

When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036

This space for Recorder's use



DocID# 15715359980912403

Tax ID: 1923049086

Property Address:
1440 SW 158TH ST
Burien, WA 98166
WAO-ADT 13823791

6/2/2011

Recording Requested By:
Bank of America
Prepared By:
Barbara Nord
888-603-9011
450 E. Boundary St.
Chapin, SC 29036

MIN #: 1001337-0001831136-8

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 1262 OLD ANNAPOLIS RD, COLUMBIA, MD 21045 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 BANK, N.A.
Made By: DAVID C ANDREWS, AND MELINDA C ANDREWS, HUSBAND AND WIFE
Original Trustee: LS TITLE OF WASHINGTON
Date of Deed of Trust: 11/20/2006
Original Loan Amount: \$1,032,000.00

Recorded in King County, WA on: 11/30/2006, book N/A, page N/A and instrument number 20061130000209

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

06/09/2011

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By: 
Dominique Johnson, Assistant Secretary

State of California
County of Ventura

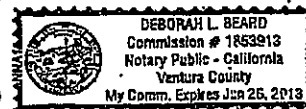
On June 9th, 2011 before me, Deborah L. Beard, Notary Public, personally appeared Dominique Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public: Deborah L. Beard
My Commission Expires: 6/26/2013

(Seal)



IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID C. & MELINDA C. ANDREWS,
ATTORNEYS PRO SE,

Plaintiff/Petitioner,

vs.

COUNTRYWIDE BANK, NA, MORTGAGE
ELECTRONIC REGISTRATION SERVICES,
INC., NATIONSTAR MORTGAGE, LLC, DB
STRUCTURED PRODUCTS, INC., DEUTSCHE
ALT-A SECURITIES, INC., HSBC BANK USA,
NA, AND DOES I-X,

Defendant/Respondent.

Case No _____

☐ SEA
☐ KNT

Exhibit F

is attached.

Electronically Recorded**20130111000647**

INGEO SYSTEMS INC

ADT

15.00

Page 001 of 002

01/11/2013 09:53

King County, WA

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823

This space for Recorder's use



DocID# 20130111000647

Tax ID: 1923049086

Property Address:
1440 SW 158TH ST
Burien, WA 98166

WAB-ADT 20130111 E 10/2013 FCL01

Recording Requested By:
Bank of America
Prepared By:
Diana De Avila
800-444-4382
1800 Tapa Canyon Road
Simi Valley, CA 93063

ASSIGNMENT OF DEED OF TRUST

For Value Received, BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 1800 TAPA CANYON ROAD, SIMI VALLEY, CA 93063 does hereby grant, sell, assign, transfer and convey unto HSBC BANK USA, N.A., AS TRUSTEE FOR THE HOLDERS OF THE DEUTSCHE ALT-A SECURITIES MORTGAGE LOAN TRUST, SERIES 2006-0A1 MORTGAGE PASS-THROUGH CERTIFICATES whose address is 1262 OLD ANNAPOLIS RD, COLUMBIA, MD 21045 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 BANK, N.A.
Made By: DAVID C ANDREWS, AND MELINDA C ANDREWS, HUSBAND AND WIFE
Original Trustee: LS TITLE OF WASHINGTON
Date of Deed of Trust: 11/20/2006
Original Loan Amount: \$1,032,000.00

Recorded in King County, WA on: 11/30/2006, book N/A, page N/A and instrument number 20061130000209

Property Legal Description:
THE EAST 120 FEET, AS MEASURED ALONG THE SOUTH LINE THEREOF, OF THE FOLLOWING TRACT: BEGINNING AT THE STONE MONUMENT ON THE WEST LINE OF BURIEN LAKE VIEW TRACTS DIVISION NO 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 19 OF PLATS, PAGE(S) 87, IN KING COUNTY, WASHINGTON, FOR THE INTERSECTION OF MADRONA AVENUE; THENCE NORTH 01 17'03" WEST ALONG THE WEST LINE OF SAID PLAT A DISTANCE OF 30.01 FEET; THENCE NORTH 87 23'23" WEST THE DISTANCE OF 1017.93 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 87 23'23" WEST THE DISTANCE OF 326.49 FEET; THENCE NORTH 01 31'33" WEST ALONG THE WEST LINE OF SECTION 19, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, A DISTANCE OF 625.75 FEET; THENCE NORTH 87 42'34" EAST A DISTANCE OF 15.75 FEET; THENCE NORTH 00 51'56" EAST THE DISTANCE OF 171.05 FEET TO THE SHORE OF LAKE BURIEN; THENCE SOUTH 63 43'00" EAST THE DISTANCE OF 184.15 FEET ALONG THE CHORE OF LAKE BURIEN; THENCE SOUTH 71 31'10" EAST A DISTANCE OF 149.61 FEET ALONG THE SAID SHORE LINE; THENCE SOUTH 01 31'33" EAST THE DISTANCE OF 633.69 FEET TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 200 FEET OF THE WEST 96 FEET, AS MEASURED ALONG THE SOUTH LINE THEREOF; TOGETHER WITH ALL SHORE LANDS OF THE SECOND CLASS IN FRONT OF SAID DESCRIBED TRACT; (ALSO KNOWN AS LOT B, CITY OF BURIEN LOT LINE ADJUSTMENT NUMBER LLA 99-01, RECORDED UNDER RECORDING NUMBER 19990623900007, IN KING COUNTY, WASHINGTON).

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on
JAN 10 2013

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

By: *Mercedes Judia*
Mercedes Judia
Assistant Vice President

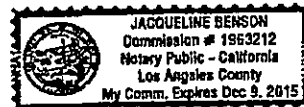
State of California
County of Ventura

On JAN 10 2013 before me, Jacqueline Benson, Notary Public, personally
appeared Mercedes Judia, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

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

WITNESS my hand and official seal.

Jacqueline Benson
Notary Public: Jacqueline Benson
My Commission Expires: Dec. 9, 2015



(Seal)

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID C. & MELINDA C. ANDREWS,
ATTORNEYS PRO SE,

Plaintiff/Petitioner,

vs.

COUNTRYWIDE BANK, NA, MORTGAGE
ELECTRONIC REGISTRATION SERVICES,
INC., NATIONSTAR MORTGAGE, LLC, DB
STRUCTURED PRODUCTS, INC., DEUTSCHE
ALT-A SECURITIES, INC., HSBC BANK USA,
NA, AND DOES I-X,

Defendant/Respondent.

Case No _____


☐ SEA
☐ KNT

Exhibit G

is attached.

On August 26th, 2014, before me, VALENCIA METCALF, a Notary Public in and for Danton in the State of Texas, personally appeared ADRIENNE TRAMMELL, 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.

Valencia, 14 de Mayo de 1964

 **VALENCIA METALS**
Notary Public, State of Texas
My Commission Expires
February 28, 2015

(This area for notarial seal)

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID C. & MELINDA C. ANDREWS,
ATTORNEYS PRO SE,

Plaintiff/Petitioner,

vs.

COUNTRYWIDE BANK, NA, MORTGAGE
ELECTRONIC REGISTRATION SERVICES,
INC., NATIONSTAR MORTGAGE, LLC, DB
STRUCTURED PRODUCTS, INC., DEUTSCHE
ALT-A SECURITIES, INC., HSBC BANK USA,
NA, AND DOES I-X,

Defendant/Respondent.

Case No _____

☐ SEA
☐ KNT

Exhibit H

is attached.

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID C. & MELINDA C. ANDREWS,
ATTORNEYS PRO SE,

Plaintiff/Petitioner,

vs.

COUNTRYWIDE BANK, NA, MORTGAGE
ELECTRONIC REGISTRATION SERVICES,
INC., NATIONSTAR MORTGAGE, LLC, DB
STRUCTURED PRODUCTS, INC., DEUTSCHE
ALT-A SECURITIES, INC., HSBC BANK USA,
NA, AND DOES I-X,

Defendant/Respondent.

Case No _____

☐ SEA
☐ KNT

Exhibit I is attached.



Procedures Manual

Release 19.0
June 14, 2010

Transfer of Beneficial Rights to Member Investors

Overview

Although MERS tracks changes in ownership of the beneficial rights for loans registered on the MERS® System, MERS cannot transfer the beneficial rights to the debt. The debt can only be transferred by properly endorsing the promissory note to the transferee. As a MERS Member you have two options for registering a transfer of beneficial rights to another Member: Option 1 and Option 2. The determination of whether Option 1 or Option 2 is used is based on the Membership Profile of the purchasing investor.

Option 1

In an Option 1 transfer, the Investor transfers beneficial rights on a system other than MERS (example: MORNET) and that system then initiates the MERS transaction.

Loans in an Option 1 batch that have not been registered are automatically reprocessed ("cycled") until the loans have been registered, up to ten (10) calendar days from the Transfer Date. Option 1 investors receive notification when MIN cycling begins through the *Transfer of Beneficial Rights Reject Report*.

If you include MINs that are not registered in your agency transmission (e.g. MORNET), you will receive an abbreviated version of the *Transfer of Beneficial Rights Reject Report* listing these unregistered MINs. It is your responsibility to register these MINs immediately, entering your MERS Org ID in the Investor field. If you register them after the 10 day cycling process is over, you must name the Agency in the Investor field.

An Option 1 Transfer of Beneficial Rights will replace any Option 2 investor on the loan. The investor that was removed during the Option 1 process is notified of its removal by the *Investor Removed by Option 1 TOB report*. Additionally, Interim Funder and Warehouse Gestation Lender interests are released automatically in an Option 1 beneficial rights transfer. No confirmations are required for Option 1 transfers.

An Option 1 transfer can be created in either flat file/EDI/X12 mode or online.



TERMS AND CONDITIONS

1. MERS, which shall include MERSCORP, Inc. and Mortgage Electronic Registration Systems, Inc., and the Member shall abide by these Terms and Conditions, the Rules and Procedures (collectively, the "Governing Documents"), copies of which will be supplied upon request. The Governing Documents shall be a part of the terms and conditions of every transaction that the Member may make or have with MERS or the MERS® System either directly or through a third party. The Member shall be bound by any amendment to any of the Governing Documents.
2. The Member, at its own expense, shall promptly, or as soon as practicable, cause MERS to appear in the appropriate public records as the mortgagee of record with respect to each mortgage loan that the Member registers on the MERS® System. MERS shall serve as mortgagee of record with respect to all such mortgage loans solely as a nominee, in an administrative capacity, for the beneficial owner or owners thereof from time to time. MERS shall have no rights whatsoever to any payments made on account of such mortgage loans, to any servicing rights related to such mortgage loans, or to any mortgaged properties securing such mortgage loans. MERS agrees not to assert any rights (other than rights specified in the Governing Documents) with respect to such mortgage loans or mortgaged properties. References herein to "mortgage(s)" and "mortgagee of record" shall include deed(s) of trust and beneficiary under a deed of trust and any other form of security instrument under applicable state law.
3. MERS shall at all times comply with the instructions of the holder of mortgage loan promissory notes. In the absence of contrary instructions from the note holder, MERS shall comply with instructions from the Servicer shown on the MERS® System in accordance with the Rules and Procedures of MERS.
4. No rights or obligations of the Member with respect to any data or information supplied to MERS by or on behalf of the Member shall be altered or affected in any manner by the provision of such data or information to MERS (except as otherwise specifically provided in these Terms and Conditions or the Rules of Membership).
5. If the Member uses MERS as Original Mortgagee (MOM) on the security instrument, the loan must be registered on the MERS® System within 10 days of the Note Date.
6. MERS and the Member agree that: (i) the MERS® System is not a vehicle for creating or transferring beneficial interests in mortgage loans, (ii) transfers of servicing interests reflected on the MERS® System are subject to the consent of the beneficial owner of the mortgage loans, and (iii) membership in MERS or use of the MERS® System shall not modify or supersede any agreement between or among the Members having interests in mortgage loans registered on the MERS® System.
7. If the Member has a third-party register loans (the "Registrar") on the MERS® System on behalf of the Member, the Registrar shall not be deemed an agent of MERS. The Registrar shall be solely an agent for the Member, and MERS is only giving consent to the Member to use a Registrar to enter information on the MERS® System on behalf of the Member. The Member agrees that MERS is not liable to the Member for any errors and omissions, negligence, breach of confidentiality, breach of the Rules and Procedures, or willful misconduct of the Registrar, or any employee, director, officer, agent or affiliate of the Registrar in performing its services to the Member.
8. The Member shall promptly pay to MERS the compensation due it for transactions registered on the MERS® System and other services rendered to the Member based on the then current MERS fee schedules, which may change from time to time. The Member shall promptly pay to MERS any interest and penalties on delinquent fee payments at the rate set by MERS from time to time. MERS shall have the authority to impose reasonable penalties and fines on Members for breach of the Governing Documents, and the Member shall promptly pay such fines in accordance with the terms of their imposition.
9. MERS shall indemnify and hold harmless the Member, and any employee, director, officer, agent or affiliate of the Member ("Member Party"), from and against any and all third-party claims, losses, penalties, fines, forfeitures, reasonable attorney fees and related costs, judgments, and any other costs, fees and expenses ("Indemnified Payments") that the Member Party may sustain directly from the negligence, errors and omissions, breach of confidentiality, breach of the Terms and Conditions, breach of the Rules and Procedures, or willful misconduct of MERS, or any employee, director, officer, agent or affiliate of MERS ("MERS Indemnified Claim"). Notwithstanding the foregoing, MERS shall not be liable or responsible under the terms of this Paragraph for any losses or claims

resulting from the actions or omissions of any person other than an employee, director, officer (who is also an employee of MERS), agent or affiliate of MERS.

The Member shall indemnify and hold harmless MERS, and any employee, director, officer, agent or affiliate of MERS ("MERS Party"), for any Indemnified Payments which do not result from a MERS Indemnified Claim and which such MERS Party incurs (i) from the negligence, errors and omissions, breach of confidentiality, breach of the Terms and Conditions, Rules and Procedures, or willful misconduct of a Member Party, (ii) with respect to a transaction on the MERS® System initiated by such Member, or (iii) as a result of compliance by MERS with instructions given by the Member, or its designee, as beneficial owner, servicer or secured party shown on the MERS® System ("Member Indemnified Claim").

MERS shall promptly notify the Member if a claim is made by a third party against either MERS or the Member with respect to any mortgage loan registered on the MERS® System in which the Member is shown on the MERS® System as beneficial owner, servicer or secured party in accordance with the Rules and Procedures. The Member shall promptly notify MERS if a claim is made against the Member that may be subject to the indemnification provisions of this Paragraph.

The obligations of MERS and the Member under this Paragraph shall survive the termination of the Member's use of the MERS® System.

10. MERS and the Member shall maintain appropriate insurance coverage that shall include an errors and omissions insurance policy and a fidelity bond. MERS shall not be required to maintain coverage for persons who may be appointed at the request of the Member as certifying officers of MERS. The Member's policies shall protect and insure MERS against losses in connection with the release or satisfaction of a mortgage loan without having obtained payment in full of the indebtedness secured thereby. Upon request, MERS or the Member shall cause to be delivered to the other a certified true copy of such errors and omissions insurance policy and fidelity bond.

In the event of any loss of principal or interest on a mortgage loan or any Indemnified Payments for which reimbursement is received from a fidelity bond or any errors and omissions insurance policy or other insurance policy, the proceeds from any such bond or insurance shall be held in trust for and be promptly paid to the Member who is shown as the servicer on the MERS® System on behalf of the beneficial owner unless otherwise requested by the beneficial owner.

11. Any notice or other communication which is required or permitted to be given or made to MERS pursuant to any provision of the Governing Documents shall be given or made in writing and shall be sent by nationally recognized overnight courier, or facsimile followed by delivery of the original via first class mail, addressed as follows: MERS, Corporate Secretary, 1818 Library Street, Suite 300, Reston, Virginia, 20190.
12. These Terms and Conditions and all transactions effected by the Member with MERS shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.
13. Neither the Member nor MERS shall institute a proceeding before any tribunal to resolve any controversy or claim arising out of or relating to these Terms and Conditions, Rules and Procedures, or the breach, termination or invalidity thereof (a "Dispute"), before such party has sought to resolve the Dispute through direct negotiation with the other party. If the Dispute is not resolved within thirty (30) days after a written demand for direct negotiation, the parties shall attempt to resolve the Dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the then chief judge of the Circuit Court of Fairfax County, Virginia to appoint a mediator. All mediation proceedings hereunder shall be held in Washington, D.C. If the mediator is unable to facilitate a settlement of the Dispute within a reasonable period of time, as determined by the mediator, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief in accordance with the arbitration provisions of this Paragraph. The fees and expenses of the mediator shall be paid by the party initiating the Dispute.

In the event that the Member and MERS are not able to resolve a Dispute in accordance with the mediation provisions of this Paragraph, such Dispute shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; provided, however, that the place of arbitration shall be Washington, DC, and fees and expenses for the arbitration proceedings shall be paid by the party initiating arbitration.

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID C. & MELINDA C. ANDREWS,
ATTORNEYS PRO SE,

Plaintiff/Petitioner,

vs.

COUNTRYWIDE BANK, NA, MORTGAGE
ELECTRONIC REGISTRATION SERVICES,
INC., NATIONSTAR MORTGAGE, LLC, DB
STRUCTURED PRODUCTS, INC., DEUTSCHE
ALT-A SECURITIES, INC., HSBC BANK USA,
NA, AND DOES I-X,

Defendant/Respondent.

Case No _____

☐ SEA
☐ KNT

Exhibit J is attached.

Posted 10/29/10

NOTICE OF DEFAULT

Pursuant to the Revised Code of Washington 61.24, et seq.

To: **DAVID C ANDREWS, AND MELINDA C ANDREWS, HUSBAND AND WIFE**
T.S. No.: **WA-14-618841-SH**
MERS MIN No.: 100133700018311368 MERS Telephone No. 1-888-679-6377

THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN YOUR LOSING YOUR HOME.

You may be eligible for mediation in front of a neutral third party to help save your home.

CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you might benefit. Mediation **MUST** be requested between the time you receive the Notice of Default and no later than twenty days after the Notice of Trustee Sale is recorded.

DO NOT DELAY. If you do nothing, a notice of sale may be issued as soon as 30 days from the date of this notice of default. The notice of sale will provide a minimum of 120 days' notice of the date of the actual foreclosure sale.

BE CAREFUL of people who claim they can help you. There are many individuals and businesses that prey upon borrowers in distress. **REFER TO THE CONTACTS BELOW** for sources of assistance.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission: Toll-free: 1-877-894-HOME (1-877-894-4663) or Web site: http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm.

The United States Department of Housing and Urban Development: Toll-free: 1-800-569-4287 or National Web Site: <http://portal.hud.gov/hudportal/HUD> or for Local counseling agencies in Washington: <http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=df> &.

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: 1-800-606-4819 or Web site: <http://nwjustice.org/what-clear>.

The current owner of the Note secured by the Deed of Trust is:
Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

TS No.: WA-14-618841-SH

The Loan Servicer Nationstar Mortgage LLC is managing your loan. For information about your loan you should contact:

Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

888-811-5279

1. DEFAULT:

You are hereby notified that the Beneficiary has declared you in default on the obligation secured by a Deed of Trust recorded on 11/30/2006 in Auditor's File No. 20061130000209, Records of KING County, Washington, which Deed of Trust encumbers the following described real property:

The east 120 feet, as measured along the south line thereof, of the following tract: Beginning at the stone monument on the west line of Burien Lake View Tracts Division No. 2, according to the plat thereof recorded in Volume 19 of Plats, page(s) 87, in King County, Washington, for the intersection of Madrona Avenue; thence north 01°17'63" west along the west line of said plat a distance of 30.01 feet; thence north 87°23'23" west a distance of 1017.93 feet to the point of beginning of this description; thence south 87°23'23" west a distance of 326.49 feet; thence north 01°31'33" west along the west line of Section 19, Township 23 north, Range 4 east, W.M., in King County, Washington, a distance of 625.75 feet; thence north 87°42'34" east a distance of 15.75 feet; thence north 00°51'58" east a distance of 171.05 feet to the shore of Lake Darien; thence south 63°45'00" east a distance of 184.15 feet along the shore of Lake Burien; thence south 71°31'10" east a distance of 149.61 feet along the said shore line; thence south 01°31'33" east a distance of 653.60 feet to the point of beginning; EXCEPT the south 200 feet of the west 96 feet, as measured along the south line thereof; TOGETHER WITH all shore lands of the second class in front of said described tract; (ALSO KNOWN AS Lot B, City of Burien Lot Line Adjustment Number LLA 99-01, recorded under Recording Number 19990623900007, in King County, Washington)

Tax Parcel No. 192304-9086

Commonly known as: 1440 SW 158TH ST, BURIEN, WA 98166

2. STATEMENT OF DEFAULT AND ITEMIZED ACCOUNT OF AMOUNT IN ARREARS:

The present beneficiary under said Deed of Trust alleges that you or your successors in interest are in default for the following reasons:

Failure to make the 3/1/2009 payment of principal and/or interest and all subsequent payments, together with late charges, impounds, advances, taxes, delinquent payments on senior liens, or assessments, if any. To wit:

Payment Information		
From	Through	Total Payments
3/1/2009	10/31/2014	\$348,421.33

Late Charges		
From	Through	Total Late Charges

TS No.: WA-14-618841-SH

3/1/2009	10/31/2014	\$474.56
----------	------------	----------

Beneficiary's Advances, Costs, And Expenses	
Corporate Advances	\$3,894.00
Total Advances:	\$3,894.00

Promissory Note Information:

Note Dated:	11/20/2006
Note Amount:	\$1,032,000.00
Note Maturity Date:	12/1/2046
Interest Paid To:	2/1/2009
Next Due Date:	3/1/2009

3. OTHER CHARGES, COSTS AND FEES:

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following charges, costs and fees to cure the default under the Deed of Trust if cure is made before recording the Notice of Trustee's Sale:

No.	Description	Amount
a.	Cost of title report for foreclosure:	\$2,635.00
b.	Service or posting Notice of Default:	\$50.00
c.	Postage:	\$19.52
d.	Attorney Fee:	\$0.00
e.	Trustee's Fee:	\$450.00
f.	Inspection Fee:	\$0.00
g.	Recording Fees:	\$15.00
	TOTAL CHARGES, COSTS AND FEES:	\$3,169.52

4. REINSTATEMENT: IMPORTANT! PLEASE READ!

UNTIL SUCH TIME AS A NOTICE OF TRUSTEE'S SALE IS RECORDED, THE ESTIMATED TOTAL AMOUNT NECESSARY TO REINSTATE YOUR NOTE AND DEED OF TRUST IS THE SUM OF PARAGRAPHS 2 AND 3 IN THE AMOUNT OF \$355,959.41, PLUS ANY MONTHLY PAYMENTS, LATE CHARGES, OR BENEFICIARY COSTS WHICH HAVE BECOME DUE SINCE THE DATE OF THIS NOTICE OF DEFAULT. Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the trustee before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay.

Payment must be made in the full amount by certified funds, and delivered or mailed as specified by the Beneficiary. Personal checks will not be accepted.

Reinstatement monies may be tendered to:

TS No.: WA-14-618841-SH

Nationstar Mortgage LLC

Reinstatement monies may be mailed to:
Quality Loan Service Corp. of Washington
C/O Quality Loan Service Corporation
411 Ivy Street, San Diego, CA 92101

Reinstatement monies may be dropped off at:
Quality Loan Service Corp. of Washington
108 1st Ave South, Suite 202
Seattle, WA 98104

For questions call toll-free: (866) 645-7711

For questions call toll-free: (866) 925-0241

If your default included a default other than failure to pay payments when due, then in order to reinstate the Note and Deed of Trust before the Notice of Trustee's Sale is recorded, you must cure such other default(s).

5. CONSEQUENCES OF DEFAULT:

a. Failure to cure said alleged default within thirty days of the date of mailing of this notice, or if personally served, within thirty days of the date of personal service hereof, may lead to recordation, transmittal and publication of a Notice of Sale, and that the property described herein may be sold at public auction at a date not less than one hundred fifty days from the date of service of this notice.

b. The effect of the recordation, transmittal and publication of a notice of sale will be to (i) increase the costs and fees and (ii) publicize the default and advertise the grantor's property for sale.

c. Notwithstanding a future recordation of a Notice of Trustee's Sale, you may reinstate the deed of trust, and cure the default described above on or before the eleventh (11th) day before the Trustee's Sale of the property at public auction.

d. The effect of the sale of the grantor's property by the trustee will be to deprive the grantor or his successor in interest and all those who hold by, through or under him of all their interest in the property described herein.

6. ACCELERATION:

You are hereby notified that the beneficiary has elected to accelerate the loan described herein, and has declared the entire principal balance of \$1,142,790.62, plus accrued costs, immediately due and payable. NOTWITHSTANDING SAID ACCELERATION, YOU HAVE THE RIGHT TO REINSTATE THE LOAN BY PAYING THE DELINQUENT PAYMENTS, LATE CHARGES, COSTS AND FEES ON OR BEFORE THE ELEVENTH (11TH) DAY BEFORE THE DATE OF THE TRUSTEE'S SALE WHICH MAY BE SET BY A NOTICE OF TRUSTEE'S SALE, ALL AS EXPLAINED IN PARAGRAPHS 4 AND 5 ABOVE.

7. RECOURSE TO COURTS:

The grantor or any successor in interest has recourse to the courts pursuant to RCW 61.24.130 to contest the alleged default on any proper ground;

8. DOCUMENTS ATTACHED:

- Beneficiary or Authorized Agent's Foreclosure Loss Mitigation Form declaring compliance with RCW 61.24.031.

TS No.: WA-14-618841-SH

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Date: 10/28/2014

Quality Loan Service Corp. Of Washington, Trustee

A handwritten signature in black ink, appearing to be 'J. Carroll', written over a horizontal line.

Joseph Carroll, Assistant Secretary

FORECLOSURE LOSS MITIGATION FORM**Declaration Pursuant to RCW 61.24.031**

Borrower(s): David C. Andrews and Melinda C. Andrews
Property Address: 1440 SW 158th St., Burien WA 98166
Beneficiary or Beneficiary's Authorized Agent: Nationstar Mortgage LLC
Reference Number: ~~000000~~4326

RCW 61.24.031 does NOT apply because:

- ☐ The property is not owner occupied as the principal residence of the borrower(s).
☐ The deed of trust secures a commercial loan.
☐ The deed of trust secures obligations of a grantor who is not the borrower or a guarantor.
☐ The deed of trust secures a purchaser's obligations under a seller-financed sale.

The undersigned employee of the Beneficiary or Authorized Agent for the Beneficiary hereby represents and declares:

- 1) ☒ The beneficiary or beneficiary's authorized agent has contacted the borrower under, and has complied with, RCW 61.24.031 (contact provision to "assess the borrower's financial ability to pay the debt secured by the deed of trust and explore options for the borrower to avoid foreclosure") and the borrower responded but did not request a meeting.
- 2) ☐ [N/A] The beneficiary or beneficiary's authorized agent has contacted the borrower as required under RCW 61.24.031 and the borrower or borrower's designated representative requested a meeting. A meeting was held on (N/A) in compliance with RCW 61.24.031.
- 3) ☐ [N/A] The beneficiary or beneficiary's authorized agent has contacted the borrower as required in RCW 61.24.031 and the borrower or the borrower's designated representative requested a meeting. A meeting was scheduled for (N/A) and neither the borrower nor the borrower's designated representative appeared.
- 4) ☐ [NA] The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower as required in RCW 61.24.031(5) and the borrower did not respond.
- 5) ☐ [N/A] The borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, the beneficiary's authorized agent or to the trustee.

Additional Optional Explanatory Comments:

I certify under Penalty of Perjury under the laws of the State of Washington that the above is true and correct.

Dated: September 4, 2014

By: 

Name: Jennifer Talbot

Title: Assistant Secretary

Nationstar Mortgage LLC

Posted 10/29/14

QUALITY LOAN SERVICE CORPORATION OF
WASHINGTON
108 1st Ave. South, Suite 202
Seattle, Washington 98104
(866) 925-0241

Loan Number: XXXXXX4326
T.S. Number: WA-14-618841-SH
Property Address: 1440 SW 158TH ST
BURIEN, WA 98166

Date: 10/29/2014

DEBT VALIDATION NOTICE

QUALITY LOAN SERVICE CORPORATION OF WASHINGTON ("Quality"), a nonjudicial foreclosure trustee, has been instructed to commence foreclosure proceedings against the above-referenced property. Pursuant to, and in compliance with, the Fair Debt Collection Practices Act, Quality provides the following notices:

The total amount of the debt currently owed is \$1,486,409.83. Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. For further information, or to request a statement of all of these amounts computed through a specified date, please contact us at the address or telephone number above. The current creditor to whom the debt/loan is owed is: Nationstar Mortgage LLC.

Quality will assume this debt to be valid unless you dispute its validity, or any part of it, within 30 days after receiving this notice. If you notify Quality in writing within the 30-day period that the debt or any part of it is disputed, Quality will obtain and mail to you a copy of a writing or verification evidencing the debt. If you request from Quality in writing within the 30-day period the name and address of the original creditor, Quality will obtain and mail to you the name and address of the original creditor. Written requests pursuant to this Notice should be directed to the address above. Even though the nonjudicial foreclosure process will likely proceed during the 30-day period, you still retain your rights set forth in this paragraph.

If you have received a discharge in bankruptcy of the above-referenced debt Quality is not seeking to collect any portion of the debt and all information in this Notice is supplied for informational purposes only and any pending or ensuing action by Quality is solely aimed to foreclose the security interest in the above-referenced property and is not an effort to collect the discharged debt from you personally.

**QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A
DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**



November 14, 2014

David C. Andrews
Melinda C. Andrews
Postal Box 368
Seahurst, WA 98062

RE: Nationstar Reference Number – NSM-11-14-83879
Mortgagors – David C. Andrews and Melinda C. Andrews
Property Address – 1440 SW 158th Street, Burien, WA 98166
Loan Number – 000004326

Dear David C. Andrews and Melinda C. Andrews:

Nationstar Mortgage LLC (Nationstar) is in receipt of your correspondence, dated November 4, 2014, regarding the mortgage loan account described above. We appreciate you bringing this to our attention, as we take all matters such as this seriously.

Some information you have requested does not pertain directly to the servicing of the loan, does not identify any specific servicing errors, and/or is considered proprietary and confidential. Therefore, this information is considered outside the scope of information that must be provided. However, the information below and enclosed documents should address any of your relevant questions and requests. Enclosed, you will find the following documents:

- Note and Security Instrument
 - The Note and Security Instrument will validate the above-mentioned loan. These documents will explain our rights to:
 - Collect any remaining debt owed under the Note and Security Instrument
 - Assess fees and costs to the loan as necessary
 - Inspect the property and charge applicable fees
 - Purchase lender placed insurance
 - Pay taxes on the mortgagor's behalf
- Payment History
 - The payment history reflects a complete history for the period Nationstar has serviced the loan. Late fees are assessed any time the contractual payment is received after the grace period, as indicated in the Note. However, during active bankruptcy late fees are waived. Please note, late fees are not considered interest and are not reported to the IRS on IRS form 1098. If a payment was applied to the suspense account, it will be indicated in the code description column. Payments can be applied to the suspense account if the funds received do not represent the full monthly mortgage payment due or if Nationstar is not informed of where the payment is to be applied. Furthermore, this payment history reflects:

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only



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- When payments were received
 - How the payments were applied to the loan
 - Any disbursements made from the loan, including, but not limited to, disbursements for taxes, insurance, property inspections, brokers price opinions (BPOs), and legal fees.
 - A description for each transaction, with running balances of the unpaid principal and escrow accounts
 - The date fees and charges were assessed, if any
 - Any amounts paid towards fees
 - Any waivers/reversals of fees
- Most Recent Billing Statement
 - The billing statement will reflect the current amount due on the loan and will also provide a breakdown of any fees assessed, including any lender paid expenses or corporate advance fees.
 - Notice of Servicing Transfer, also known as Welcome Letter
 - The Servicing Transfer Notice will detail the date and terms of the service transfer from the prior servicer to Nationstar. This document evidences Nationstar's right to service the loan.
 - Payoff Quote
 - The Payoff Quote will include the full amount necessary to pay the loan in full. You may have received a copy of the Payoff Quote under separate cover. This document is sent for informational purposes only and is no way a demand to pay the loan in full and will not result in any additional fees being assessed to the loan.

Furthermore, our records indicate HSBC Bank USA as Trustee for DBALT 2006-OA1 is the current owner of the Note. As requested, we have provided the address and phone number below:

HSBC Bank USA, National Association
452 Fifth Avenue
New York, NY 10016
1.800.662.9844

Please note that Nationstar is the servicer of the loan, and therefore will be responsible for responding to any concerns regarding the servicing of the loan. Servicing matters include but are not limited to the following: payment assistance and modifications, payment posting, validation of the debt, foreclosure proceedings, and payment adjustments. As such, please direct any correspondence related to these matters to Nationstar.

Additionally, the owner of the mortgage Note is the noteholder of the loan Note. However, there are some circumstances where the owner has given temporary possession of the loan note to the servicer. The owner does this in order to ensure that the servicer is able to perform the services and duties incident to the servicing of the mortgage loan, such as foreclosure actions, bankruptcy cases, and other legal proceedings.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only



11/14/17



Upon receipt of this correspondence, the above mentioned loan and related documents were reviewed and found to comply with all state and federal guidelines that regulate them. As such, the above-mentioned loan account will continue to be serviced appropriate to its status.

Furthermore, the payment history appears to be reported accurately to the main credit repositories. If you have documentation that substantiates that any of the information reported by Nationstar on the credit report is incorrect, please provide the detailed information for review.

Moreover the Note states the account is in default if you do not remit the full amount of each minimum monthly installment; therefore the account went into default effective March 1, 2009.

As of the date of this correspondence, the account is contractually due for the March 1, 2009 monthly installment. Should there be any questions or concerns regarding the account, or if you would like to discuss available payment assistance options including modification, liquidation, or reinstatement, you may work directly with:

Single Point of Contact (SPOC) Information:

Name: David Hodges

Title: Dedicated Loan Specialist

Phone Number: 1.480.467.0694

At Nationstar, customer concerns are important to us. Should you have any questions, please contact me directly; or, if you have general questions regarding the account, please contact:

Loss Mitigation Department

Monday through Thursday, 7:00 a.m. to 10:00 p.m. Central

Friday, 7:00 a.m. to 8:00 p.m. Central

Toll-free number: 1.888.850.9398

Sincerely,

Margaret Lewis

Customer Relations Specialist

Nationstar Mortgage LLC

P.O. Box 630348

Irving, TX 75063

phone: 1.214.687.4319

facsimile: 1.214.222.6044

e-mail: Margaret.Lewis@nationstarmail.com

Enclosures 6

By Priority Mail

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only



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