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FILED

Superior Court of California
County of Los Angeles

JUL 27 2016

5 Attorneys for: plaintiff YOON JUNG LEE

Sherri R. Carter, Executive Officer/Clerk
By Ishayla Chambers, Deputy
Ishayla Chambers

DJ2 Meyers

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

11 YOON JUNG LEE,

BC 628436

12 Plaintiff,

) CASE NO.:

13 vs.

) COMPLAINT

14)
15 QUALITY LOAN SERVICE)
16 CORPORATION; RECONTRUST)
17 COMPANY, N.A.; U. S. BANK,)
18 NATIONAL ASSOCIATION; MORTGAGE)
19 ELECTRONIC REGISTRATION)
20 SYSTEMS, INC. AS NOMINEE FOR)
21 COUNTRYWIDE BANK, N.A.;)
22 COUNTRYWIDE BANK, N.A.; BANK)
23 OF AMERICA, N.A.; NATIONSTAR)
24 MORTGAGE, LLC; and 1 through)
25 70 inclusive,

-) 1. Violation of RESPA
16 12 U.S. Code §2605
17 2. Violation of California
18 Homeowners Bill of Rights
19 3. Wrongful Foreclosure
20 4. Negligence
21 5. Fraud
22 6. Injunctive Relief

23 Defendants.

24 //

25 COMES NOW plaintiff YOON JOON LEE and for a complaint
26 against defendants QUALITY LOAN SERVICE CORPORATION; RECONTRUST
27 COMPANY, N.A.; U. S. BANK, NATIONAL ASSOCIATION; MORE;
28 ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE
BANK, N.A.; COUNTRYWIDE BANK, N.A.; BANK OF AMERICA, N.A.;
NATIONSTAR MORTGAGE, LLC; and DOES 1 through 70, and each of
them, and alleges as follows:

RECEIPT #: CCHE39179019
DATE PAID: 07/27/16 09:26 AM
PAYMENT: \$435.00
RECEIVED: *Carter*
EX-CHCK: *Carter*
CHARGE: *Carter*
310

-1-
COMPLAINT

CIT/CASE: BC628436
LEA/DEF#:

GENERAL ALLEGATIONS

2 1. Plaintiff is unaware of the true names and
3 capacities of defendants sued herein as Does 1 through 70,
4 and, therefore, sue said defendants under such fictitious
5 names. Plaintiffs will seek leave of court to amend this
6 complaint when the true names and capacities of said
7 defendants are fully ascertained.

8 2. Defendants are limited partnerships, corporations
9 and other business entities duly licensed to conduct
10 business within the State of California.

11 3. Plaintiffs are informed and believe, and on that
12 basis, allege that each defendant named herein, including
13 Does 1 through 40, inclusive, was, at all times herein
14 mentioned, the agent, servant, and/or employee of each and
15 every other defendant acting in the course and scope of said
16 agency, service, and employment, and each defendant ratified
17 the acts of each and every other defendant.

18 4. Plaintiff YOON JUNG LEE is a resident of City of La
19 Canada Flintridge, County of Los Angeles, State of
20 California.

21 5. That on about February 21, 2007 by virtue of a grant
22 deed recorded with the Recorder's Office of the County of
23 Los Angeles under recorder's document no.: 20070370412,
24 plaintiff YOON JUNG LEE became the owner of record of real
25 property located at 5024 Hill Street, La Canada Flintridge within
the County of Los Angeles and State of California [APN: 5811-021-
040], and more specifically described by its legal description:

PARCELA:

1 PARCEL 2, AS SHOWN IN PARCEL MAP NO. 1169, FILED IN BOOK 22 PAGE 43 OF PARCEL MAPS, IN THE CITY OF LA
2 CANADA FLINTRIDGE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER
3 OF SAID COUNTY.

4 PARCEL B:

5 AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF PARCEL 1, AS SHOWN BEGINNING AT A POINT IN
6 THE WEST LINE OF SAID PARCEL 1, DISTANT THEREON NORTHERLY 14.00 FEET FROM THE SOUTHWEST CORNER OF
7 SAID PARCEL 1; THENCE SOUTHERLY ALONG SAID WEST LINE TO SAID SOUTHWEST CORNER; THENCE EASTERLY
8 ALONG THE SOUTH LINE OF SAID PARCEL 1, A DISTANCE OF 44.00 FEET; THENCE NORTHWESTERLY IN A DIRECT LINE
9 TO THE POINT OF BEGINNING.
10 BEGINNING AT A POINT IN THE WEST LINE OF SAID PARCEL 1, DISTANT THEREON NORTHERLY 14.00 FEET FROM THE
11 SOUTHWEST CORNER OF SAID PARCEL 1; THENCE SOUTHERLY ALONG SAID WEST LINE TO SAID SOUTHWEST
12 CORNER; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL 1, A DISTANCE OF 44.00 FEET; THENCE
13 NORTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

14 PARCEL C:

15 EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF PARCEL 1, AS SHOWN ON PARCEL MAP NO. 1169,
16 FILED IN BOOK 2 PAGE 43 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED
17 AS FOLLOWS:

18 BEGINNING AT A POINT IN THE EAST LINE OF SAID PARCEL 1, DISTANT THEREON NORTHERLY 15.00 FEET FROM THE
19 SOUTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTHERLY ALONG SAID EAST LINE TO SAID SOUTHEAST
20 CORNER; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL 1, DISTANCE OF 31.00 FEET; THENCE
21 NORTHEASTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

22 A copy of said grant deed is attached hereto as Exhibit "A" and
23 made a part hereof by reference.

24 6. On or about February 21, 2007, defendants COUNTRYWIDE
25 BANK, N.A., and DOES 1 TO 10, and each of them, recorded a trust
26 deed with the Los Angeles County Recorder's Office under document
27 no. 20070370313, in connection with the property described in
28 paragraph 5 above to secure a promissory note regarding a loan

1 made to plaintiff in the amount on \$1,000,000.00. A copy of said
2 trust deed is attached hereto as Exhibit "B" and made a part
3 hereof by reference.

4 7. Pursuant to the terms of said deed of trust described in
5 paragraph 6 above, the trustee was designated as defendants RECON
6 TRUST COMPANY, N.A. and DOES 11 to 20, and each of them, and
7 defendants MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

8 (hereinafter referred to as MERS) and DOES 21 to 30, and each of
9 them, was designated as a nominee for the lender and its
10 successors and assigns. Defendants MERS and DOES 21 to 30, and
11 each of them were also designated a beneficiary under the deed of
12 trust.

13 8. Plaintiff is informed and believes that prior to March
14 28, 2012 the beneficial interest under the subject Deed of Trust
15 was assigned to defendant BANK OF AMERICA, N.A. and DOES 31 to
16 40, and each of them.

17 9. That on or about March 28, 2012 a Corporate Assignment
18 of Deed of Trust regarding the subject Deed of Trust was recorded
19 with the Los Angeles County Recorder's Office under document no.
20 20120472303 indicating that defendants US BANK, NATIONAL
21 ASSOCIATION and DOES 41 to 50, and each of them, as trustee for
22 the holders of Master Adjustable Rate Mortgages Trust 2007-3 had
23 been assigned all beneficial interest under the subject Deed of
24 Trust by defendants BANK OF AMERICA, N.A. and DOES 31 to 40, and
25 each of them. A copy of said Corporate Assignment of Deed of
26 Trust is attached hereto as Exhibit "C" and made a part hereof by
27 reference.

28 10. That on or about March 28, 2012 a Notice of Default was

1 recorded with the Los Angeles County Recorder's Office under
2 document no. 20120472304 on behalf of defendants US BANK,
3 NATIONAL ASSOCIATION and DOES 41 to 50 and each of them, as
4 trustee for the holders of Master Adjustable Rate Mortgages Trust
5 2007-3 by defendants RECON TRUST COMPANY, N.A. and DOES 11 to 20,
6 and each of them. A copy of said Notice of Default is attached
7 hereto as Exhibit "D" and made a part hereof by reference. The
8 California Declaration attached to the Notice of Default was
9 signed on March 5, 2012 in Addison, Texas by Daygoro W. Ceceña,
10 employed as a "Mtg. Servicing Specialist II of Bank of America,
11 N.A.

12 11. That on July 9, 2012 a Notice of Trustee's Sale was
13 recorded with the Los Angeles County Recorder's Office under
14 document no. 20121005546 on behalf of defendants US BANK,
15 NATIONAL ASSOCIATION and DOES 41 to 50 and each of them, as
16 trustee for the holders of Master Adjustable Rate Mortgages Trust
17 2007-3 by defendants RECON TRUST COMPANY, N.A. and DOES 11 to 20,
18 and each of them. A copy of said Notice of Sale is attached
19 hereto as Exhibit "E" and made a part hereof by reference.

20 12. That on April 23, 2013 a Notice of Default was recorded
21 with the Los Angeles County Recorder's Office under document no.
22 20130608177 on behalf of defendants US BANK, NATIONAL ASSOCIATION
23 and DOES 41 to 50 and each of them, as trustee for the holders of
24 Master Adjustable Rate Mortgages Trust 2007-3 by defendants RECON
25 TRUST COMPANY, N.A. and DOES 11 to 20, and each of them. A copy
26 of said Notice of Default is attached hereto as Exhibit "F" and
27 made a part hereof by reference. The California Declaration
28 attached to the Notice of Default was signed on March 5, 2012 in

1 Addison, Texas by Daygoro W. Ceceña, employed as a "Mtg.

2 Servicing Specialist II of Bank of America, N.A.

3 13. That on or about June 17, 2014 defendant QUALITY LOAN
4 SERVICE CORPORATION, and DOES 51 to 60, and each of them,
5 pursuant to a Substitution of Trustee became the trustee of the
6 subject Deed of Trust. A copy of the Substitution of Trustee is
7 attached hereto as Exhibit "G".

8 14. That on October 16, 2014 a Notice of Default was
9 recorded with the Los Angeles County Recorder's Office under
10 document no. 20141089756 on behalf of defendants US BANK,
11 NATIONAL ASSOCIATION, and DOES 41 to 50, and each of them, as
12 trustee for the holders of Master Adjustable Rate Mortgages Trust
13 2007-3 by defendants QUALITY LOAN SERVICE CORPORATION, and DOES
14 51 to 60. The California Declaration attached to the Notice of
15 Default was signed on June 4, 2014 in by Albany Scott, Assistant
16 Secretary, defendant NATIONSTAR MORTGAGE, LLC. The California
17 Declaration was not signed under penalty of perjury under the
18 laws of the State of California, nor does it indicate where it
19 was signed. A copy of said Notice of Default is attached hereto
20 as Exhibit "H" and made a part hereof by reference.

21 15. That on January 22, 2015 a Notice of Trustee's Sale was
22 recorded with the Los Angeles County Recorder's Office under
23 document no. 20150072654 on behalf of defendants US BANK,
24 NATIONAL ASSOCIATION, and DOES 41 to 50, and each of them, as
25 trustee for the holders of Master Adjustable Rate Mortgages Trust
26 2007-3 by defendants QUALITY LOAN SERVICE CORPORATION, and DOES
27 51 to 60. A copy of said Notice of Sale is attached hereto as
28 Exhibit "I" and made a part hereof by reference.

1 16. That on April 22, 2016 a Notice of Trustee's Sale was
2 recorded with the Los Angeles County Recorder's Office under
3 document no. 20160454170 on behalf of defendants US BANK,
4 NATIONAL ASSOCIATION, and DOES 41 to 50, and each of them, as
5 trustee for the holders of Master Adjustable Rate Mortgages Trust
6 2007-3 by defendants QUALITY LOAN SERVICE CORPORATION, and DOES
7 51 to 60. A copy of said Notice of Sale is attached hereto as
8 Exhibit "J" and made a part hereof by reference.

9 17. That on May 31, 2015 a Notice of Default was recorded
10 with the Los Angeles County Recorder's Office under document no.
11 20160614632 on behalf of defendants US BANK, NATIONAL
12 ASSOCIATION, and DOES 41 to 50, and each of them, as trustee for
13 the holders of Master Adjustable Rate Mortgages Trust 2007-3 by
14 defendant QUALITY LOAN SERVICE CORPORATION, and DOES 51 to 60. A
15 copy of said Notice of Sale is attached hereto as Exhibit "K" and
16 made a part hereof by reference. The California Declaration
17 attached to the Notice of Default was signed on June 4, 2014 in
18 by Albany Scott, Assistant Secretary, defendant NATIONSTAR
19 MORTGAGE, LLC. The California Declaration was not signed under
20 penalty of perjury under the laws of the State of California, nor
21 does it indicate where it was signed.

22 18. At all relevant times herein mentioned defendants
23 NATIONSTAR MORTGAGE, LLC, and DOES 61 to 70, and each of them,
24 were the servicers of the loan on behalf of the beneficiaries of
25 the subject Deed of Trust.

26 19. On May 2, 2016 plaintiff's attorney sent a letter to
27 defendants NATIONSTAR MORTGAGE, LLC, and DOES 61 to 70, and each
28 of them, requesting information regarding plaintiff's desire to

1 cure the default regarding the subject loan and Deed of Trust. A
2 copy of said letter is attached hereto as Exhibit "L" and made a
3 part hereof by reference.

4 20. On June 22, 2016 plaintiff's attorney sent another
5 letter to defendants NATIONSTAR MORTGAGE, LLC, and DOES 61 to 70,
6 and each of them, requesting information regarding plaintiff's
7 desire to cure the default regarding the subject loan and Deed of
8 Trust. A copy of said letter is attached hereto as Exhibit "M"
9 and made a part hereof by reference.

10 21. Defendant NATIONSTAR MORTGAGE, LLC, and DOES 61 to 70,
11 and each of them, have not responded to the letters described in
12 paragraphs 19 and 20.

13 FIRST CAUSE OF ACTION

14 *Violation of Real Estate Settlement Procedures Act*

15 *12 U.S. Code §2605*

16 COMES NOW plaintiff YOON JOON LEE and for a First Cause of
17 Action against defendants U.S. BANK, NATIONAL ASSOCIATION;
18 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR
19 COUNTRYWIDE BANK, N.A.; COUNTRYWIDE BANK, N.A.; NATIONSTAR
20 MORTGAGE, LLC; and DOES 1-10, 21-50 and 61-70, and each of them,
21 and alleges as follows:

22 22. Plaintiff incorporates herein by reference the
23 allegations made in paragraphs 1 through 21 as though fully set
24 forth herein

25 23. 12 U.S. Code § 2605 provides in pertinent part:

26 (e) Duty of loan servicer to respond to borrower inquiries

27 (1) Notice of receipt of inquiry

28 (A) In general

If any servicer of a federally related mortgage loan receives a qualified written request from the borrower (or an agent of the borrower) for information relating to the servicing of such loan, the servicer shall provide a written response acknowledging receipt of the correspondence within 5 days (excluding legal public holidays, Saturdays, and Sundays) unless the action requested is taken within such period.

(B) Qualified written request for purposes of this subsection, a qualified written request shall be a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, that—

- (I) includes, or otherwise enables the servicer to identify, the name and account of the borrower; and
- (II) includes a statement of the reasons for the belief of the borrower, to the extent applicable, that the account is in error or provides sufficient detail to the servicer regarding other information sought by the borrower.

(2) Action with respect to inquiry no later than 30 days (excluding legal public holidays, Saturdays, and Sundays) after the receipt from any borrower of any qualified written request under paragraph (1) and, if applicable, before taking any action with respect to the inquiry of the borrower, the servicer shall—

(A) make appropriate corrections in the account of the borrower, including the crediting of any late charges or penalties, and transmit to the borrower a written notification of such correction (which shall include the name and telephone number of a representative of the servicer who can provide assistance to the borrower);

(B) after conducting an investigation, provide the borrower with a written explanation or clarification that includes—

- (I) to the extent applicable, a statement of the reasons for which the servicer believes the account of the borrower is correct as determined by the servicer; and
- (II) the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the borrower; or

(C) after conducting an investigation, provide the borrower with a written explanation or

clarification that includes—

(I) information requested by the borrower or an explanation of why the information requested is unavailable or cannot be obtained by the servicer; and

(ii) the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the borrower.

24. The subject Deed of Trust is a federally related mortgage loan pursuant to 12 U.S. Code §2605.

25. Plaintiff has requested that defendants, and each of them, including all DOES provide information regarding the subject loan and Deed of Trust, to wit:

- a) Information regarding the amount of accrued interest and percentage rates charged;
- b) Information as to the amount of lender paid expenses; and
- c) Information as to the amount of escrow advances;
- d) Information as to the amount of legal fees paid by the lender.

26. Defendants, and each of them, including all DOES, have failed and/or refused to provide the information that has been requested.

27. In refusing to provide the information that was requested have effectively thwarted plaintiffs' intent to cure the default in the re-payment of the loan.

28. Defendants, and each of them, including all DOES, have violated 12 U.S. Code § 2605 by refusing to provide plaintiff with the information she has requested.

29. As a legal and proximate result of the violation of 12 U.S. Code §2605 by defendants, and each of them, including all

1 DOES, plaintiff has sustained damages as she has been thwarted in
2 her efforts to cure the default in re-payment of the subject
3 loan, which has resulted in additional accrual of escrow
4 advances, lender expenses, lender legal fees and interest. The
5 amount of such damages are in excess of the minimum jurisdiction
6 of the herein Court, according to proof at time of trial,
7 together with interest thereon, as provided by law.

8 30. As a legal and proximate result of the violation of 12
9 U.S. Code §2605 by defendants, and each of them, including all
10 DOES, plaintiff has sustained damages for emotional distress in
11 that is in excess of the minimum jurisdiction of the herein
12 Court, according to proof at time of trial, together with
13 interest thereon, as provided by law.

14 31. Plaintiff believes that the violation of U.S. Code
15 §2605 as described hereinabove, is part of a pattern and/or
16 practice of noncompliance with U.S. Code §2605 by defendants, and
17 each of them, including all DOES.

18 32. Pursuant to U.S. Code §2605(f)(1)(B) plaintiff is
19 entitled to recover any additional damages, as the court may
20 allow, in the case of a pattern or practice of noncompliance with
21 the requirements of this section, in an amount not to exceed
22 \$2,000.

23 33. Pursuant to U.S. Code §2605(f)(1)(B) plaintiff is
24 entitled recover reasonable attorney's fees.

25 ///

26 SECOND CAUSE OF ACTION

27 Violation of California Homeowners Bill of Rights
28 COMES NOW plaintiff YOON JOON LEE and for a Second Cause

1 Action against defendants QUALITY LOAN SERVICE CORPORATION;
2 RECONTRUST COMPANY, N.A.; U. S. BANK, NATIONAL ASSOCIATION;
3 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR
4 COUNTRYWIDE BANK, N.A.; COUNTRYWIDE BANK, N.A.; BANK OF AMERICA,
5 N.A.; NATIONSTAR MORTGAGE, LLC; and DOES 1 through 70, and each
6 of them, and alleges as follows:

7 34. Plaintiff incorporates herein by reference the
8 allegations made in paragraphs 1 through 33 as though fully set
9 forth herein.

10 33. That upon information and belief, it is alleged, that
11 in foreclosing upon plaintiffs' property, defendants, and each of
12 them including all DOES, violated the *California Homeowners Bill*
13 *of Rights* in the following manner:

- 14 a) Failed to provide notices to in violation of
15 Civil Code §2924(a)(5);
- 16 b) Failed to verify foreclosure documents for
17 accuracy before signing them in violation of
18 California Civil Code §2924.17;
- 19 c) Failed to provide notices advising plaintiffs of
20 foreclosure alternatives in violation of Civil
21 Code §2924.9; and
- 22 d) Failed to contact or exercise due diligence to
23 attempt to contact plaintiffs in order assess
24 plaintiffs' financial situation and to explore
25 options to foreclosure in violation of Civil
26 Code §2923.55(b)(2) and §2923.55(f).

27 34. The acts and omissions described in paragraph 33 above
28 were done by defendants and each of them, including all DOES,

1 subsequent the passage to the effective date of the *California*
2 *Homeowners Bill of Rights.*

3 35. Plaintiff has attempted to tender payment to cure the
4 default of the subject loan and Deed of Trust, but has been
5 thwarted by the failure and/or refusal of defendants, and of
6 them, including all DOES, to provide accurate information as to
7 the amount needed to cure the default.

8 36. As a legal and proximate result of violation of the
9 *California Homeowners Bill of Rights* committed by defendants, and
10 each of them including all DOES, as described herein above,
11 defendants and each of them, including all DOES, have initiated
12 non-judicial foreclosure proceedings plaintiffs' property,
13 legally and proximately causing plaintiffs damages for the loss
14 of the value of the equity they owned in the subject property,
15 according to proof at time of trial.

16 37. As a legal and proximate result of the violation of the
17 *California Homeowners Bill of Rights* committed by defendants, and
18 each of them, including all DOES, as described herein above,
19 plaintiffs' property as described in paragraph 5 above was
20 wrongfully and illegally foreclosed, legally and proximately
21 causing plaintiffs damages for emotional distress to plaintiffs,
22 according to proof at time of trial.

23 38. Plaintiffs are entitled to the greater amount treble
24 damages or \$50,000.00 against defendants, and each of them,
25 including all DOES, as a consequence of the acts of defendants in
26 violation of the California Homeowners Bill of Rights were
27 intentionally and/or recklessly committed.

28 39. Plaintiffs are entitled to reasonable attorneys' fees

1 as provided by the provisions of the *California Homeowners Bill*
2 *of Rights.*

3 THIRD CAUSE OF ACTION

4 *Wrongful Foreclosure*

5 COMES NOW plaintiff YOON JOON LEE and for a Third Cause
6 Action against defendants QUALITY LOAN SERVICE CORPORATION;
7 RECONTRUST COMPANY, N.A.; U. S. BANK, NATIONAL ASSOCIATION;
8 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR
9 COUNTRYWIDE BANK, N.A.; COUNTRYWIDE BANK, N.A.; BANK OF AMERICA,
10 N.A.; NATIONSTAR MORTGAGE, LLC; and DOES 1 through 70, and each
11 of them, and alleges as follows:

12 40. Plaintiff incorporates herein by reference the
13 allegations made in paragraphs 1 through 39 as though fully set
14 forth herein

15 41. At all times herein mentioned, plaintiff was and is the
16 owner of the property described in paragraph 5 above, and
17 entitled to possession of the property.

18 42. Defendants and each of them, including all DOES,
19 wrongfully initiated and proceeded with non-judicial foreclosure
20 proceedings against the property described in paragraph 5 above
21 as follows:

22 a) Failed to give proper notices to plaintiff of
23 the status of the subject loan, substitution of
24 trustees, assignment of beneficiaries, names and
25 addresses of the servicer of the loan, notice of
26 default, and notice of sale;

27 b) Numerous violations of the *California Homeowners*
28 *Bill of Rights* as enumerated in the first cause

of action.

43. Plaintiff has attempted to tender payment to cure the default of the subject loan and Deed of Trust, but has been thwarted by the failure and/or refusal of defendants, and of them, including all DOES, to provide accurate information as to the amount needed to cure the default.

7 44. The foregoing acts were intentionally committed by
8 defendants, and each of them, including all DOES with a conscious
9 disregard for the rights of plaintiff, and committed with the
10 intent to vex, harass, annoy and cause harm to plaintiff.

11 45. Plaintiff was vexed, harassed, annoyed and harmed by
12 the intentional acts described herein above committed by
13 defendants, and each of them, including all DOES.

14 46. As a legal and proximate result of the intentional acts
15 committed by defendants, and each of them including all DOES, as
16 described herein above, defendants and each of them, including
17 all DOES, have wrongfully and illegally initiated non-judicial
18 foreclosure proceedings against plaintiff's property as described
19 in paragraph 5 above, legally and proximately causing emotional
20 distress to plaintiffs.

21 47. The compensatory damages plaintiff has sustained
22 damages is in an amount in excess of the minimum jurisdictional
23 limits of the herein Court, the exact amount according to proof
24 at time of trial, together with interest as provided by law.

1077 48. Plaintiff is entitled to recover punitive damages from
1078 defendants, and each of them, including all DOES as a result of
the wilful, oppressive and malicious conduct described herein
above. Said punitive damages should be in an amount according to

1 proof at time of trial to punish defendants, and to prevent
2 defendants and deterring others from committing such acts in the
3 future.

4 49. Plaintiffs are entitled to reasonable attorneys' fees
5 as provided by the provisions of subject deed of trust.

6 FOURTH CAUSE OF ACTION

7 *Negligence*

8 COMES NOW plaintiff YOON JOON LEE and for a Fourth Cause
9 Action against defendants QUALITY LOAN SERVICE CORPORATION;
10 RECONTRUST COMPANY, N.A.; U. S. BANK, NATIONAL ASSOCIATION;
11 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR
12 COUNTRYWIDE BANK, N.A.; COUNTRYWIDE BANK, N.A.; BANK OF AMERICA,
13 N.A.; NATIONSTAR MORTGAGE, LLC; and DOES 1 through 70, and each
14 of them, alleges as follows:

15 50. Plaintiff incorporates herein by reference the
16 allegations made in paragraphs 1 through 21 as though fully set
17 forth herein.

18 51. Defendants, and each of them, including all DOES, owed
19 a duty to plaintiff to conduct themselves in a reasonable manner
20 in performing their roles as beneficiary, servicer, and trustee
21 of the subject Deed of Trust

22 52. Defendants, and each of them, including all DOES,
23 carelessly and negligently performed their roles as beneficiary,
24 servicer, and trustee of the subject Deed of Trust legally and
25 proximately resulting in defendants, and each of them, including
26 all DOES, initiating non-judicial foreclosure proceedings against
27 plaintiff's property as described in paragraph 5 above.

28 53. As a legal and proximate result of the carelessness and

negligence of defendants, and each of them including all DOES, as described herein above, plaintiff has been damaged by way of emotional distress.

4 54. The compensatory damages plaintiff has sustained
5 damages is in an amount in excess of the minimum jurisdictional
6 limits of the herein Court, the exact amount according to proof
7 at time of trial, together with interest as provided by law.

8 || //

FIFTH CAUSE OF ACTION

Fraud

11 COMES NOW plaintiff YOON JOON LEE and for a Fourth Cause
12 Action against defendants QUALITY LOAN SERVICE CORPORATION;
13 RECONTRUST COMPANY, N.A.; U. S. BANK, NATIONAL ASSOCIATION;
14 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR
15 COUNTRYWIDE BANK, N.A.; COUNTRYWIDE BANK, N.A.; BANK OF AMERICA,
16 N.A.; NATIONSTAR MORTGAGE, LLC; and DOES 1 through 70, and each
17 of them, and alleges as follows:

18 55. Plaintiff incorporates herein by reference the
19 allegations made in paragraphs 1 through 49 as though fully set
20 forth herein.

21 56. Defendants, and each of them, including all DOES,
22 recorded NOTICES OF DEFAULTS attached hereto as Exhibits "D",
23 "F", "H" and "K" containing fraudulent material
24 misrepresentations of fact, to wit: that the information
25 contained in the "California Declaration" attached to each Notice
26 of Default was true.

57. When the misrepresentations made in the documents
58 described in paragraph 56 above, defendants, and each of them.

1 including all DOES, knew they were false, and that they were made
2 to induce plaintiff and others into believing that any
3 foreclosure proceedings conducted against plaintiff's property
4 would be legal and valid.

5 58. The representations made in the documents described in
6 paragraph 56 above, were false, as the persons signing each
7 "California Declaration" 'robo-signed" the declarations without
8 ascertaining the true facts.

9 59. As a legal and proximate result of the fraudulent
10 misrepresentations made by defendants, and each of them,
11 including all DOES, foreclosure proceedings were initiated by
12 defendants, and each them, including all DOES, against
13 plaintiff's property.

14 60. The foregoing acts were intentionally committed by
15 defendants, and each of them, including all DOES with a conscious
16 disregard for the rights of plaintiff, and committed with the
17 intent to vex, harass, annoy and cause harm to plaintiff.

18 61. Plaintiff was vexed, harassed, annoyed and harmed by
19 the intentional acts described herein above committed by
20 defendants, and each of them, including all DOES.

21 62. As a legal and proximate result of the intentional acts
22 committed by defendants, and each of them including all DOES, as
23 described herein above, defendants and each of them, including
24 all DOES, have wrongfully and illegally initiated non-judicial
25 foreclosure proceedings against plaintiff's property as described
26 in paragraph 5 above, legally and proximately causing emotional
27 distress to plaintiffs.

28 63. The compensatory damages plaintiff has sustained

1 damages is in an amount in excess of the minimum jurisdictional
2 limits of the herein Court, the exact amount according to proof
3 at time of trial, together with interest as provided by law.

4 64. Plaintiff is entitled to recover punitive damages from
5 defendants, and each of them, including all DOES as a result of
6 the wilful, oppressive and malicious conduct described herein
7 above. Said punitive damages should be in an amount according to
8 proof at time of trial to punish defendants, and to prevent
9 defendants and deterring others from committing such acts in the
10 future.

11 65. Plaintiffs are entitled to reasonable attorneys' fees
12 as provided by the provisions of subject deed of trust.

SIXTH CAUSE OF ACTION

Injunctive Relief

Civil Code 2924 et seq.

16 COMES NOW plaintiff YOON JOON LEE and for a Sixth Cause
17 Action against defendants QUALITY LOAN SERVICE CORPORATION;
18 RECONTRUST COMPANY, N.A.; U. S. BANK, NATIONAL ASSOCIATION;
19 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR
20 COUNTRYWIDE BANK, N.A.; COUNTRYWIDE BANK, N.A.; BANK OF AMERICA,
21 N.A.; NATIONSTAR MORTGAGE, LLC; and DOES 1 through 70, and each
22 of them, and alleges as follows::

23 66. Plaintiff incorporates herein by reference the
24 allegations made in paragraphs 1 through 65 as though fully set
25 forth herein.

26 67. As a result of defendants' conduct, plaintiffs have
27 been thwarted in their attempts to resolve her homeowner's loan
28 debt with defendants, and foreclosure proceedings have been

1 initiated against the subject property, threatening said property
2 to be wrongfully foreclosed which will
3 wrongfully deprive plaintiff of her property.

4 68. Plaintiff requests that the Court issue temporary
5 restraining order enjoining defendants from any and all further
6 foreclosure actions.

7 **WHEREFORE** plaintiff prays for judgment against defendants,
8 and each of them as follows:

- 9 1.. Compensatory damages according to proof at time of
10 trial, together with interest thereon as provided by
11 law;
- 12 2. Punitive Damages according to proof at time of trial;
- 13 3. A temporary restraining order enjoining enjoining
14 defendants from any and all further foreclosure
15 actions, and an order to show cause re a preliminary
16 injunction;
- 17 4. Reasonable attorneys fees;
- 18 5. Costs of suit; and
- 19 6. For such other relief as the Court deems just and
20 proper.

21 Dated: July 20, 2016

22 **LAW OFFICES OF STEVEN J. BARKIN**

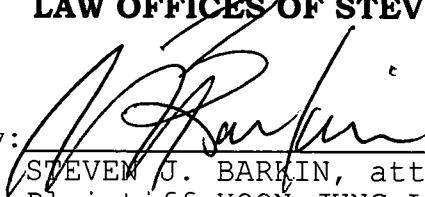
23
24 By: 
25 STEVEN J. BARKIN, attorney for
26 Plaintiff YOON JUNG LEE
27
28

EXHIBIT "A"

0
12/2/1983

▲ This page is part of your document - DO NOT DISCARD ▲



20070370412

Pages:
002



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

Fees
Taxes: **NFPR**
Other **NFPR**

Paid. **NFPR**
NFPR

02/21/07 AT 08:00AM

TitleCompany

TITLE(S) : DEED



L E A D S H E E T

07/27/2016

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

ECCMIS

THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY
EQUITY TITLE COMPANY

AND WHEN RECORDED MAIL TO:
Yoon J. Lee
5024 Hill Street
La Canada-Flintridge, CA 91011

Order No.: LA0770090
Escrow No.: LC-01159-LA
A.P.N.: 5811-021-040

02/21/2007



20070370412

2

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$

CITY TRANSFER TAX IS \$.00

TRANSFER TAX NOT
OF PUBLIC RECORD

2
4
99

- computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale.
 unincorporated area City of La Canada-Flintridge AND

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

Charles Scott, a married man as his sole and separate property
hereby GRANT(S) to

Yoon Jung Lee, A Married Woman as her sole and Separate Property

the following described real property in the County of Los Angeles, State of California:

Parcel A:

Parcel 2, as shown in Parcel Map No. 1169, filed in Book 2, Page(s) 43 of Parcel Maps, in the office of the County Recorder of said County. Complete legal description attached hereto and made a part hereof as Exhibit "A".

00-100-1185

Dated: January 17, 2007

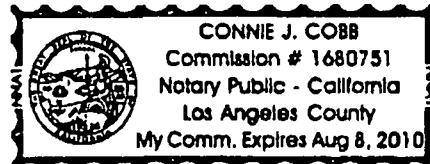
STATE OF CALIFORNIA
COUNTY OF Los Angeles

} ss.

On January 17, 2007 before me
Connie J. Cobb,
Notary Public, personally appeared
Charles Scott


Charles Scott

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



WITNESS my hand and official seal.

Signature Connie J. Cobb
Signature of Notary

Commission Expiration Date: 8/8/10

(This area for official notarial seal)

MAIL TAX STATEMENTS TO Yoon J. Lee, 5024 Hill Street, La Canada-Flintridge, CA 91011

EXHIBIT "A"

PARCEL A:

PARCEL 2, AS SHOWN IN PARCEL MAP NO. 1169, FILED IN BOOK 22 PAGE 43 OF PARCEL MAPS, IN THE CITY OF LA CANADA FLINTRIDGE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF PARCEL 1, AS SHOWN ON PARCEL MAP NO. 1169, FILED IN BOOK 2 PAGE 43 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID PARCEL 1, DISTANT THEREON NORTHERLY 14.00 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE SOUTHERLY ALONG SAID WEST LINE TO SAID SOUTHWEST CORNER; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL 1, A DISTANCE OF 44.00 FEET; THENCE NORTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

PARCEL C:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF PARCEL 1, AS SHOWN ON PARCEL MAP NO. 1169, FILED IN BOOK 2 PAGE 43 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID PARCEL 1, DISTANT THEREON NORTHERLY 15.00 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTHERLY ALONG SAID EAST LINE TO SAID SOUTHEAST CORNER; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL 1, DISTANCE OF 31.00 FEET; THENCE NORtheASTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

071/0328412

EXHIBIT "B"

0 10 20 30 40

This page is part of your document - DO NOT DISCARD



20070370413

Pages:
023



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

	Fees:
Taxes.	\$79.00
Other	\$0.00
Paid.	\$0.00
	\$79.00

02/21/07 AT 08:00AM

TitleCompany

TITLE(S) :



L E A D S H E E T

91071719

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

E00001

THIS FORM IS NOT TO BE DUPLICATED

Equity Title

Recording Requested By:
G. NORTON

02/21/2007



20070370413

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

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

Prepared By:
MARIA BUCIO-MENDEZ

SA070090

[Space Above This Line For Recording Data]

LC 01159 LA
(Escrow/Closing #)

00015878931302007
(Doc ID #)

23-

DEED OF TRUST

MIN 1001337-0002002644-2

Ophelia 185

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 FEBRUARY 15, 2007 , together with all Riders to this document.

(B) "Borrower" is
YOON JUNG LEE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

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

Page 1 of 16

VMP
®
-6A(CA) (0207)
CONV/VA

CHL (08/05)(d) VMP Mortgage Solutions, Inc. (800)521-7291

Form 3005 1/01



• 2 3 9 9 1 •



• 1 5 8 7 8 9 3 1 3 0 0 0 0 0 1 0 0 6 A •

07/27/2016

Borrower's address is

303 N LA PEER DRIVE #202, BEVERLY HILLS, CA 90211

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

Lender's address is

1199 North Fairfax St. Ste.500, Alexandria, VA 22314

(D) "Trustee" is

ReconTrust Company, N.A

225 West Hillcrest Dr., MSN T0-02, Thousand Oaks, CA 91360

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated FEBRUARY 15, 2007. The Note states that Borrower owes Lender ONE MILLION and 00/100

Dollars (U.S. \$ 1,000,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 01, 2037

(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]:

Adjustable Rate Rider
 Balloon Rider
 VA Rider

Condominium Rider
 Planned Unit Development Rider
 Biweekly Payment Rider

Second Home Rider
 1-4 Family Rider
 Other(s) [specify]

LEGAL DESCRIPTION

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

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

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

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

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

DOC ID #: 00015878931302007

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 of LOS ANGELES :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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

Parcel ID Number: 5811 021 040 which currently has the address of
 5024 HILL STREET, LA CANADA FLINTRIDGE
 [Street/City]

California 91011-2335 ("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 canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

10

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of

MORTGAGE

paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower

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shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security

Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in

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compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

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

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

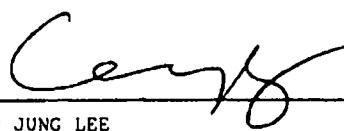
23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

DOC ID #: 00015878931302007

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.



YOON JUNG LEE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

ETP 02/05/140

State of California

County of LOS ANGELES

On 2/16/07 before me, Richard Montes, A Notary Public

} ss.

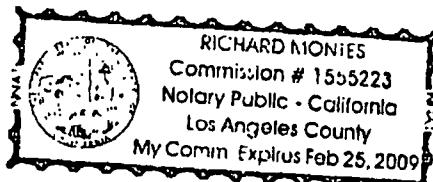
personally appeared

Yoon Jung Lee

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

WITNESS my hand and official seal.

Richard Montes (Seal)



07/07/2007

EXHIBIT "A"

PARCEL A:

PARCEL 2, AS SHOWN IN PARCEL MAP NO. 1169, FILED IN BOOK 22 PAGE 43 OF PARCEL MAPS, IN THE CITY OF LA CANADA FLINTRIDGE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF PARCEL 1, AS SHOWN ON PARCEL MAP NO. 1169, FILED IN BOOK 2 PAGE 43 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID PARCEL 1, DISTANT THEREON NORTHERLY 14.00 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE SOUTHERLY ALONG SAID WEST LINE TO SAID SOUTHWEST CORNER; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL 1, A DISTANCE OF 44.00 FEET; THENCE NORTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

PARCEL C:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF PARCEL 1, AS SHOWN ON PARCEL MAP NO. 1169, FILED IN BOOK 2 PAGE 43 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID PARCEL 1, DISTANT THEREON NORTHERLY 15.00 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTHERLY ALONG SAID EAST LINE TO SAID SOUTHEAST CORNER; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL 1, DISTANCE OF 31.00 FEET; THENCE NORtheASTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

ADJUSTABLE RATE RIDER

(PayOption MTA Twelve Month Average Index - Payment Caps)

LC 01159 LA 00015878931302007
 [Escrow/Closing #] [Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this FIFTEENTH day of FEBRUARY, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Countrywide Bank, N.A.

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

5024 HILL STREET
 LA CANADA FLINTRIDGE, CA 91011-2335
 [Property Address]

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

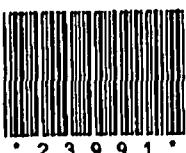
ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

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

Page 1 of 6



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2. INTEREST

(A) Interest Rate

(A) Interest Rate
Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first monthly payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 8.000 %. Additional days interest collected prior to the first monthly payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at a yearly rate of 1.000 %. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by this Section 2 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

(B) Interest Rate Change Dates
The interest rate I will pay may change on the first day of
APRIL, 2007, 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

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

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

(D) Calculation of Interest Rate Changes

(D) Calculation of Interest Rate Change
Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE & 75/1000 percentage point(s) (3.075 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

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

I will make my monthly payments on the FIRST day of each month beginning on April, 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 the Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MARCH 01, 2037, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
P.O. Box 10219, Van Nuys, CA 91410-0219

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 3,216.40, unless adjusted under Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first day of APRIL, 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 the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

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

(D) Calculation of Monthly Payment Changes

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

(E) Additions to My Unpaid Principal

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

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

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

(G) Required Full Payment

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

(H) Payment Options

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

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

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

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

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

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

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

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

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

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

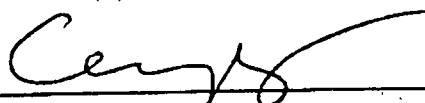
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by

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

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

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



YOON JUNG LEE

-Borrower

-Borrower

-Borrower

-Borrower

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

Page 6 of 6

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EXHIBIT "C"

07/27/2016

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20120472303



Pages:
0002

Recorded/Filed In Official Records
Recorder's Office, Los Angeles County,
California

03/28/12 AT 08:00AM

FEES:	18.00
TAXES:	0.00
OTHER:	0.00
PAID:	18.00



LEADSHEET



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03

DAR - Title Company (Hard Copy)



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07/27/2016

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LANDSAFE TITLE

(2)
AT

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

03/28/2012

20120472303

TS No. 12-0021070

12-0035171

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE

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

U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF MASTR ADJUSTABLE RATE MORTGAGES TRUST 2007-3

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 02/15/2007, EXECUTED BY: YOON JUNG LEE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, TRUSTOR; TO RECONTRUST COMPANY, N.A., TRUSTEE AND RECORDED AS INSTRUMENT NO. 20070370413 ON 02/21/2007, OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF LOS ANGELES COUNTY, IN THE STATE OF CALIFORNIA.

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

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

DATED: MAR 27 2012

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

BY: 

MAR 27 2012

Elliott Gallardo, Asst Vice President

State of: California)

County of: Ventura)

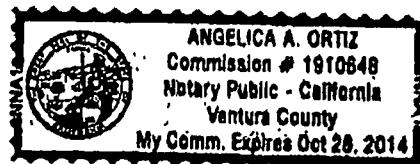
On MAR 27 2012 before me, Angelica A Ortiz, notary public, personally appeared Elliott Gallardo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature


Angelica A Ortiz

(Seal)



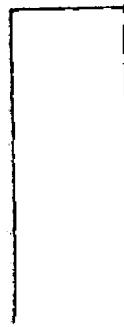
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3B

EXHIBIT "D"

07/27/2016



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Pages:
0005

Recorded/Filed In Official Records
Recorder's Office, Los Angeles County,
California

03/28/12 AT 08:00AM

FEES:	27.00
TAXES:	0.00
OTHER:	0.00
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PAID:	27.00



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04

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07/12/2016

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03/28/2012

LANDSAFE TITLE

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

RECONTRUST COMPANY

1800 Tapo Canyon Rd., CA6-914-01-94

SIMI VALLEY, CA 93063



20120472304

Attn: Jonathan Jackson

TS No. 12-0021070

Title Order No. 12-0035171

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$102,962.59, as of 03/26/2012 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this Notice of Default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

07/17/2016

4B

TS No. 12-0021070

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF
MASTR ADJUSTABLE RATE MORTGAGES TRUST 2007-3**

C/O Bank of America, N.A.

400 National Way

SIMI VALLEY, CA 93065

FORECLOSURE DEPARTMENT (800) 669-6650

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember,

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., is acting as an agent for the Beneficiary under a Deed of Trust dated 02/15/2007, executed by YOON JUNG LEE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC as beneficiary recorded 02/21/2007, as Instrument No. 20070370413 (or Book , Page) of Official Records in the Office of the County Recorder of Los Angeles County, California.

Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$ 1,000,000.00. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 03/01/2011 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 03/01/2037 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

07/27/2016

TS No. 12-0021070

That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY, N.A. such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Default duly recorded with the appropriate County Recorder's office.

Dated: March 26, 2012

RECONTRUST COMPANY, N.A., as agent for the Beneficiary


MAR 27 2012

Martha Casillas, Asst Vice President

06/27/2016

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(5)
AT



Notice Date: March 5, 2012

12-0021070

Yoon Jung Lee
1430 S Beverly Glen Blvd
Apt 102
Los Angeles, CA 90024

Property Address:
5024 Hill Street
LA Canada Flintridge, CA 91011

CALIFORNIA DECLARATION

I, DAYGOR W. CELENO, Mtg Servicing Specialist II of Bank of America, N.A., declare under penalty of perjury, under the laws of the State of California, that the following is true and correct:

Bank Of America,N.A.

- has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure,
- tried with due diligence to contact the borrower in accordance with California Civil Code Section 2923.5, or
- verified that the borrower has surrendered the property.
- has evidence and reasonably believes that the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and to avoid their contractual obligations to beneficiaries.
- has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit, there is no order on the court's docket closing or dismissing the bankruptcy case.
- The provisions of California Civil Code §2923.5 do not apply because State Reason.

3/5/2012 ADDISON, TX
Date and Place

Daygor W. Celeno
Name of Signor

07/12/17/2016

EXHIBIT "E"

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Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/09/12 AT 08:00AM

FEES:	21.00
TAXES:	0.00
OTHER:	0.00
PAID:	21.00



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01

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07/12/2016

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RECORDING REQUESTED BY:
RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063

07/09/2012



20121005546

WHEN RECORDED MAIL TO:
RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
TS No. 12-0021070
Title Order No. 12-0035171

APN No. 5811-021-040

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 02/15/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that RECONTRUST COMPANY, N.A., as duly appointed trustee pursuant to the Deed of Trust executed by YOON JUNG LEE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, dated 02/15/2007 and recorded 02/21/2007, as Instrument No. 20070370413, in Book , Page of Official Records in the office of the County Recorder of LOS ANGELES County, State of California, will sell on 07/30/2012 at 01:00 PM, At the Pomona Valley Masonic Temple Building, located at 395 South Thomas Street, Pomona, California at public auction, to the highest bidder for cash or check as described below, payable in full at time of sale, all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and as more fully described in the above referenced Deed of Trust. The street address and other common designation, if any, of the real property described above is purported to be: 5024 HILL STREET, LA CANADA FLINTRIDGE, CA 91011-2335. The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The total amount of the unpaid balance with interest thereon of the obligation secured by the property to be sold plus reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$1,138,170.61. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state.

Said sale will be made, in an "AS IS" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided, and the unpaid principal of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Trustee's Sale duly recorded with the appropriate County Recorder's office.

NOTICE TO POTENTIAL BIDDERS

If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on a property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the lender may hold more than one mortgage or deed of trust on the property.

07/12/11 2016

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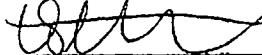
TS No. 12-0021070
APN No. 5811-021-040

NOTICE TO PROPERTY OWNER

The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 1-800-281-8219 or visit this Internet Web site www.recontrustco.com, using the file number assigned to this case 12-0021070. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
Phone/Sale Information: (800) 281-8219

By:


Sesilia Garcia, Asst Vice President

JUL 05 2012

RECONTRUST COMPANY, N.A. is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

07/27/2016

EXHIBIT "F"

Q76
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Exhibit F

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20130608177



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

04/23/13 AT 08:00AM

FEES:	27.00
TAXES:	0.00
OTHER:	0.00
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PAID:	27.00



LEADSHEET



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SEQ:

17

DAR - Title Company (Hard Copy)



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07/27/2016

LANDSAFE TITLE

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

04/23/2013



20130608177

TS No. 12-0021070
Title Order No. 12-0035171

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED, IF REQUIRED BY THE PROVISIONS OF SECTION 2923.3 OF THE CALIFORNIA CIVIL CODE.

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

注:本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$196,760.28, as of 04/22/2013 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

04/23/2013

17

TS No. 12-0021070

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this Notice of Default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF
MASTR ADJUSTABLE RATE MORTGAGES TRUST 2007-3
C/O Bank of America, N.A.
400 National Way
SIMI VALLEY, CA 93065
FORECLOSURE DEPARTMENT (800) 669-6650**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember,

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

0712712016

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TS No. 12-0021070

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., is acting as Trustee for the Beneficiary under a Deed of Trust dated 02/15/2007, executed by YOON JUNG LEE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC as beneficiary recorded 02/21/2007, as Instrument No. 20070370413 (or Book N/A, Page N/A) of Official Records in the Office of the County Recorder of Los Angeles County, California.

Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$ 1,000,000.00. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 03/01/2011 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 03/01/2037 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY, N.A. such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Pursuant to the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Default duly recorded with the appropriate County Recorder's office.

Dated: April 22, 2013

RECONTRUST COMPANY, N.A., as Trustee for the Beneficiary


APR 22 2013

JONATHAN JACKSON

Assistant Vice President

0
11/22/2016



5

Notice Date: March 5, 2012

12-0021070

Yoon Jung Lee
1430 S Beverly Glen Blvd
Apt 102
Los Angeles, CA 90024

Property Address:
5024 Hill Street
LA Canada Flintridge, CA 91011

CALIFORNIA DECLARATION

I, Dayeon W. Cececa, Mtg Servicing Specialist II of Bank of America, N.A., declare under penalty of perjury, under the laws of the State of California, that the following is true and correct:

Bank Of America,N.A.

- has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure,
- tried with due diligence to contact the borrower in accordance with California Civil Code Section 2923.5, or
- verified that the borrower has surrendered the property.
- has evidence and reasonably believes that the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and to avoid their contractual obligations to beneficiaries.
- has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit, there is no order on the court's docket closing or dismissing the bankruptcy case.
- The provisions of California Civil Code §2923.5 do not apply because State Reason.

3/5/2012 ADDISON, TX
Date and Place

Dayeon W. Cececa
Name of Signor

07/27/2016

EXHIBIT "G"

940Z774d6

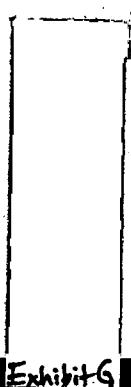


Exhibit G

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY

Recording requested by:

When recorded mail to:

Quality Loan Service Corporation
2141 5th Avenue
San Diego, CA 92101
619-645-7711

TS No.: CA-13-588956-AB

Space above this line for recorders use

Order No.: 8338042

MERS MIN No.: 1001337-0002002644-2

MERS Telephone No. 1-888-679-6377

Substitution of Trustee

WHEREAS, YOON JUNG LEE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY was the original Trustor, RECONTRUST COMPANY, N.A was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR COUNTRYWIDE BANK, N.A. was the original Beneficiary under that certain Deed of Trust dated 2/15/2007 and recorded on 2/21/2007 as Instrument No. 20070370413, of Official Records of LOS ANGELES County, CA; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee, or Successor Trustee, thereunder, in the manner provided for in said Deed of Trust,

NOW, THEREFORE, the undersigned hereby substitutes QUALITY LOAN SERVICE CORPORATION as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

07/12/17/2016

TS No.: CA-13-588956-AB
Page 2

Dated: June 17, 2014

NATIONSTAR AS ATTORNEY IN FACT FOR U.S. BANK,
NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS
OF MASTR ADJUSTABLE RATE MORTGAGES TRUST 2007-3

Rebecca C Wallace 6-17-14

By: Rebecca C Wallace - Assistant Secretary

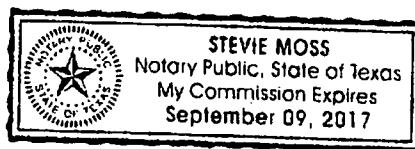
State of: Texas)
)ss.
County of: Denton)

Before me, the undersigned Notary Public, on this day personally appeared
Rebecca C. Wallace personally known to me to be the person(s) whose name
is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for
the purpose and consideration therein expressed.

Given under my hand and seal of this 17 day of June, 2014.

Notary Public in and for the State of Texas

Stevie Moss



6/12/2016

EXHIBIT "H"

07/17/2016



Exhibit H

This page is part of your document - DO NOT DISCARD



20141089756



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

10/16/14 AT 08:00AM

FEES:	34.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	34.00



LEADSHEET



201410160110008

00009736600



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SEQ:
01

ERDS - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

E09

07/12/2016

E248971

Recording requested by:
Quality Loan Service Corp

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

TS No.: CA-13-588956-AB
Order No.: 8338042
APN No.: 5811-021-040

Space above this line for Recorder's use

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED TO THE COPY PROVIDED TO THE MORTGAGOR OR TRUSTOR (Pursuant to Cal. Civ. Code § 2923.3)

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LUỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is **\$307,720.47** as of **10/13/2014** and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the

07/17/2016

TS No.: CA-13-588956-AB

time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three-months after this Notice of Default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF
MASTR ADJUSTABLE RATE MORTGAGES TRUST 2007-3
C/O Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 2/15/2007, executed by **YOON JUNG LEE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR COUNTRYWIDE BANK, N.A.**, as beneficiary, recorded 2/21/2007, as Instrument No. 20070370413, of Official Records in the Office of the Recorder of **LOS ANGELES County, California** describing land therein: **as more fully described in said Deed of Trust.**

Said obligations including 1 NOTE(S) FOR THE ORIGINAL sum of **\$1,000,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 3/1/2011, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall

07/17/2013

TS No.: CA-13-588956-AB

accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

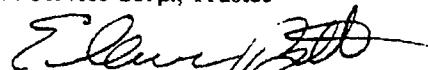
Pursuant to the attached Declaration, the mortgage servicer declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil Code § 2923.55 or § 2923.5, or is otherwise exempt from the requirements of § 2923.55 and §2923.5.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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

Dated: 10/13/14

Quality Loan Service Corp., Trustee



By: Ellene Barnett, Assistant Secretary

07/12/17/2016

(Page 1 of 1)

Declaration of Mortgage Servicer Pursuant to Civil Code §2923.55(c)

Borrower(s): YOON JUNG LEE

Mortgage Servicer: NATIONSTAR MORTGAGE LLC

Property Address: 5024 HILL STREET LA CANADA CA 91011

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

1. The mortgage servicer has contacted the borrower pursuant to California Civil Code §2923.55(b)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since the initial contact was made.
2. The mortgage servicer has tried with due diligence to contact the borrower as required by California Civil Code §2923.55(f), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the mortgage servicer because the individual(s) identified above did not meet the definition of "borrower" pursuant to subdivision (c) of California Civil Code §2920.5.
 - An individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, beneficiary, or authorized agent.
 - An individual who has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their contractual obligations to mortgagees or beneficiaries.
 - An individual who has filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
4. The requirements of California Civil Code §2923.55 do not apply because the loan encumbering the above-referenced property is not secured by a first lien mortgage or first lien deed of trust that secures a loan, or that encumbers real property, described in California Civil Code §2924.15(a).

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

NATIONSTAR MORTGAGE LLC
Mortgage Servicer

Dated: 01/14/14

By: Albany Scott 01/14
Name (Print): Albany Scott/ Assistant Secretary

01/27/2016

EXHIBIT "I"

07/27/2016

This page is part of your document - DO NOT DISCARD

20150072654



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/22/15 AT 08:00AM

FEES:	28.00
TAXES:	0.00
OTHER:	0.00
PAID:	<u>28.00</u>



LEADSHEET



201501220170002

00010090772



006610270

SEQ:
01

ERDS - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

E09

01/22/2016

E497020

Recording requested by:
Quality Loan Service Corp.

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

TS No. CA-13-588956-AB

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Order No.: 8338042

NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED TO THE COPY PROVIDED TO THE MORTGAGOR OR TRUSTOR (Pursuant to Cal. Civ. Code 2923.3)

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

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LƯU Ý: KÈM THEO DÂY LÀ BẢN TRÌNH BÀY TÓM LUỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 2/15/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial Code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): YOON JUNG LEE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

Recorded: 2/21/2007 as Instrument No. 20070370413 of Official Records in the office of the Recorder of LOS ANGELES County, California;

Date of Sale: 2/19/2015 at 11:00 AM

Place of Sale: By the fountain located at 400 Civic Center Plaza, Pomona, CA 91766

Amount of unpaid balance and other charges: \$1,293,400.17

The purported property address is: 5024 HILL STREET, LA CANADA FLINTRIDGE, CA 91011

Assessor's Parcel No.: 5811-021-040

01/27/2015

TS No.: CA-13-588956-AB

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 714-730-2727 for information regarding the trustee's sale or visit this Internet Web site <http://www.qualityloan.com>, using the file number assigned to this foreclosure by the Trustee: CA-13-588956-AB. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

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

Date: 01/20/2015

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 714-730-2727
Or Login to: <http://www.qualityloan.com>
Reinstatement Line: (866) 645-7711 Ext 5318

Daisy Rios
Quality Loan Service Corp. by: Daisy Rios, as Authorized Agent.

07/12/11/2016

EXHIBIT "J"

67-277-2016

This page is part of your document - DO NOT DISCARD



20160454170



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

04/22/16 AT 08:00AM

FEES:	28.00
TAXES:	0.00
OTHER:	0.00
PAID:	28.00



LEADSHEET



201604220130019

00011991788



007508169

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

8338042 vw

07/27/2016

Recording requested by:
Quality Loan Service Corp.

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

TS No. CA-13-588956-AB
Order No. 8338042

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial Code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **YOON JUNG LEE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY**

Recorded: **2/21/2007 as Instrument No. 20070370413** of Official Records in the office of the Recorder of LOS ANGELES County, California;

Date of Sale: **5/16/2016 at 10:30AM**

Place of Sale: **Near the fountain located at 400 Civic Center Plaza Pomona, California 91766**

Amount of unpaid balance and other charges: **\$1,370,033.51**

The purported property address is: **5024 HILL STREET, LA CANADA FLINTRIDGE, CA 91011**

Assessor's Parcel No.: **5811-021-040**

06/21/2016

TS No.: CA-13-588956-AB

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 888-988-6736 for information regarding the trustee's sale or visit this Internet Web site <http://www.qualityloan.com>, using the file number assigned to this foreclosure by the Trustee: CA-13-588956-AB. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

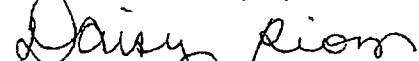
If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

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

Date: 04/20/2016

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 888-988-6736
Or Login to: <http://www.qualityloan.com>
Reinstatement Line: (866) 645-7711 Ext 5318



Quality Loan Service Corp. by: Daisy Rios, as Authorized Agent.

07/17/2016

EXHIBIT "K"

07/27/2016

This page is part of your document - DO NOT DISCARD

20160614632



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

05/31/16 AT 08:00AM

FEES:	34.00
TAXES:	0.00
OTHER:	0.00
PAID:	34.00



LEADSHEET



201605310200027

00012151037



007581727

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

Recording requested by:
Quality Loan Service Corp

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

TS No.: CA-13-588956-AB
Order No.: 8338042
APN No.: 5811-021-040

Space above this line for Recorder's use

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED TO THE COPY PROVIDED TO THE MORTGAGOR OR TRUSTOR (Pursuant to Cal. Civ. Code § 2923.3)

注 : 本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LUU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LUỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is \$423,187.91 as of 5/25/2016 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in

06/27/2016

TS No.: CA-13-588956-AB

writing prior to the time the notice of sale is posted (which may not be earlier than three-months after this Notice of Default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF
MASTR ADJUSTABLE RATE MORTGAGES TRUST 2007-3**
C/O Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

**Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE
PROMPT ACTION.**

NOTICE IS HEREBY GIVEN: That the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 2/15/2007, executed by **YOON JUNG LEE, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR COUNTRYWIDE BANK, N.A.**, as beneficiary, recorded 2/21/2007, as Instrument No. 20070370413, of Official Records in the Office of the Recorder of LOS ANGELES County, California describing land therein: **as more fully described in said Deed of Trust.**

Said obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$1,000,000.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 3/1/2011, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of

2013-07-17 10:30:00

TS No.: CA-13-588956-AB

Trust pursuant to the terms of the loan documents.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

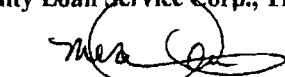
Pursuant to the attached Declaration, the mortgage servicer declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil Code § 2923.55 or § 2923.5, or is otherwise exempt from the requirements of § 2923.55 and §2923.5.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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

Dated: 5/25/16

Quality Loan Service Corp., Trustee



By: Maria Cecilia De Jesus, Assistant Secretary

07/27/2016

Declaration of Mortgage Servicer Pursuant to Civil Code §2923.55(c)

Borrower(s): YOON JUNG LEE
Mortgage Servicer: NATIONSTAR MORTGAGE LLC
Property Address: 5024 HILL STREET LA CANADA F CA 91011

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

1. The mortgage servicer has contacted the borrower pursuant to California Civil Code §2923.55(b)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since the initial contact was made.
2. The mortgage servicer has tried with due diligence to contact the borrower as required by California Civil Code §2923.55(f), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the mortgage servicer because the individual(s) identified above did not meet the definition of "borrower" pursuant to subdivision (c) of California Civil Code §2920.5.
 - An individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, beneficiary, or authorized agent.
 - An individual who has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their contractual obligations to mortgagees or beneficiaries.
 - An individual who has filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
4. The requirements of California Civil Code §2923.55 do not apply because the loan encumbering the above-referenced property is not secured by a first lien mortgage or first lien deed of trust that secures a loan, or that encumbers real property, described in California Civil Code §2924.15(a).

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

NATIONSTAR MORTGAGE LLC
Mortgage Servicer

Dated: 6/4/14

By: Albany Scott 6/4/14
Name (Print): Albany Scott/ Assistant Secretary

07/12/11/2016

EXHIBIT "L"

07/27/2016

LAW OFFICES OF
STEVEN J. BARKIN
3700 WILSHIRE BOULEVARD • SUITE 940
LOS ANGELES, CALIFORNIA 90010-3088
TELEPHONE: (213) 232-1666 • FAX: (213) 232-1668
EMAIL: stevenbarkin@gmail.com

May 2, 2016

Nationstar Mortgage
Attn: Account services
8950 Cypress Waters Boulevard
Coppell, TX 75019

By US Mail and Fax: (972) 459-1611

Re: Our Client : Yoon Jung Lee
Borrower : Yoon Jung Lee
Loan No. : 0611188178
Property : 5024 Hill Street, La Cañada-Flintridge, CA 91011

Dear Gentle Persons:

The undersigned represents your borrower Yoon Jung Lee. Ms. Lee's realtor's office has been in communication with your office to ascertain the amount needed to "pay-off" the loan. Today, they received a fax communication indicating the amount to be \$1,375.342.61. I am advised that they asked for an itemization of the amounts in excess of the current unpaid principal, but Nationstar Mortgage has refused to provide such information.

The request for an itemization of the amount due in addition to the current unpaid principal of \$1,038,259.74 is not unreasonable . Nationstar Mortgage's refusal to provide the information is unreasonable, and frankly, leads to one being suspicious about the correctness of the additional interest, fees, advances and expenses. Your borrower certainly is entitled to the information. How else can she be assured that the amounts she is being asked to pay-off the loan are legal?

On behalf of your borrower Yoon Jung Lee, I am requesting that you provide itemizations as requested below:

- 1) **Interest calculated from 02/01/2011 to 05/17/2016, \$180,368.18.**
What are the percentage rates that have been assessed and the inclusive dates for each percentage rate. Please furnish an itemization of interest assessed, indicating dates and amounts.

- 2) **Lender Paid Expenses of \$83,375.69.**
Please furnish an itemization of these expenses indicating dates and amounts.

107110

LAW OFFICES OF

STEVEN J. BARKIN

Nationstar Mortgage

Attn: Account services

Re: Our Client : Yoon Jung Lee
Borrower : Yoon Jung Lee
Loan No. : 0611188178
Property : 5024 Hill Street, La Cañada-Flintridge, CA 91011

May 3, 2016

Page 2 of 2

3) **Escrow Advances of \$70,000.00.**

Please furnish an itemization of these advances, indicating dates and amounts.

4) **Legal Fees of \$3,554.83.**

Please furnish an itemization of these fees, indicating dates and amounts.

Please provide the requested information no later than May 6, 2016.

In the event that the information is not provided by May 6, 2016 Ms. Lee will avail herself of the legal remedies available to her, including filing a lawsuit against Nationstar Mortgage for an accounting and any damages she has incurred by reason of Nationstar Mortgage's unreasonable refusal to provide information regarding her loan.

LAW OFFICES OF

STEVEN J. BARKIN

By: STEVEN J. BARKIN

SJB:em

07/17/2016

EXHIBIT "M"

07/27/2016

Exhibit M

LAW OFFICES OF
STEVEN J. BARKIN
3700 WILSHIRE BOULEVARD • SUITE 940
LOS ANGELES, CALIFORNIA 90010-3088
TELEPHONE: (213) 232-1666 • FAX: (213) 232-1668
EMAIL: stevenbarkin@gmail.com

June 22, 2016

Nationstar Mortgage, LLC
Attn: Account services
8950 Cypress Waters Boulevard
Coppell, TX 75019

By US Mail and Fax: (972) 459-1611

Re: Our Client : Yoon Jung Lee
Borrower : Yoon Jung Lee
Loan No. : 0611188178
Property : 5024 Hill Street, La Cañada-Flintridge, CA 91011

Dear Gentle Persons:

On May 2, 2016 a letter was mailed and fax'd to you (copy enclosed). More than 7 weeks has passed, and still a response has not been received. My Client would like to cure the default, but before she does, she has asked that you provide information substantiating of the amount of accrued interest, lender paid expenses, escrow advances, and legal fees which total \$337,298.70 in addition to the current unpaid principal of \$1,038,259.74. The document you sent on May 24, 2016 (copy enclosed) does not provide the itemization necessary to be able to reconcile the amount of the expenses.

The pay-off statement (copy enclosed) indicates \$70,000.00 for escrow advances and \$83,375.69 for lender paid expenses. However, the document you sent on May 24, 2016 showing "Corporate Advances" of \$83,375.69 has and entry for "ESC. ADV. CHARG" of \$52,281.41, and a "PROPERTY TAX CHARG" of \$23,840.97. Why are there two amounts for escrow advances?

My client's request is not unreasonable . The continuing refusal of Nationstar Mortgage, LLC to provide the information is unreasonable, and in bad faith; and now confirms my client's suspicions about the correctness of the additional interest, fees, advances and expenses.

My client has authorized me to file suit against Nationstar Mortgage, LLC unless a full and complete itemization of the accrued interest, lender paid expenses, escrow advances, and legal fees are provided no later than July 5, 2016. I expect that the accrued interest has increased since the payoff statement was sent as the statement indicates the amounts included are through May 17, 2016.

LAW OFFICES OF
STEVEN J. BARKIN

By: STEVEN J. BARKIN

SJB:em
Enclosures

6/10/2016

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address):

Steven J. Barkin, Esq. (SBN: 91575)

LAW OFFICES OF STEVEN J. BARKIN

3700 Wilshire Boulevard, Suite 940

Los Angeles, CA 90010-3088

TELEPHONE NO.: (213) 232-1666

FAX NO.: (213) 232-1668

ATTORNEY FOR (Name): Plaintiff YOON JUNG LEE

FOR COURT USE ONLY

FILEDSuperior Court of California
County of Los Angeles

JUL 27 2016

Sherri R. Carter, Executive Officer/Clerk
By *Alma H. Ishayla Chambers*, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill

MAILING ADDRESS: 111 North Hill

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central District-Stanley Mosk Courthouse

CASE NAME:

YOON JUNG LEE vs QUALITY LOAN SERVICE CORPORATION

CIVIL CASE COVER SHEET

Unlimited Limited
 (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder

Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

BC 628436

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

- Check one box below for the case type that best describes this case:

Auto Tort

- Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

- Wrongful termination (36)
 Other employment (15)

Contract

- Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

- Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

- Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

- Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

- Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- Enforcement of judgment (20)

Miscellaneous Civil Complaint

- RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- Partnership and corporate governance (21)
 Other petition (not specified above) (43)

- This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- Large number of separately represented parties
- Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- Substantial amount of documentary evidence
- Large number of witnesses
- Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- Substantial postjudgment judicial supervision

- Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

- Number of causes of action (specify): 6

- This case is is not a class action suit.

- If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 20, 2016

STEVEN J. BARKIN

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary cause of action**. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

- Auto (22)—Personal Injury/Property
- Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
- Asbestos Property Damage
- Asbestos Personal Injury/ Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
- Medical Malpractice— Physicians & Surgeons
- Other Professional Health Care
- Malpractice
- Other PI/PD/WD (23)
- Premises Liability (e.g., slip and fall)
- Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
- Intentional Infliction of Emotional Distress
- Negligent Infliction of Emotional Distress
- Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - ~ Legal Malpractice
 - ~ Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

CASE TYPES AND EXAMPLES

Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease
 - Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller
 - Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/ Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
- Auto Subrogation
- Other Coverage
- Other Contract (37)
- Contractual Fraud
- Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case
 - Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
- Abstract of Judgment (Out of County)
- Confession of Judgment (*non-domestic relations*)
- Sister State Judgment
- Administrative Agency Award (*not unpaid taxes*)
- Petition/Certification of Entry of Judgment on Unpaid Taxes
- Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
- Declaratory Relief Only
- Injunctive Relief Only (*non-harassment*)
- Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
- Civil Harassment
- Workplace Violence
- Elder/Dependent Adult Abuse
- Election Contest
- Petition for Name Change
- Petition for Relief From Late Claim
- Other Civil Petition

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
31	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

Non-Personal Injury/ Property Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input checked="" type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input checked="" type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

YOON JUNG LEE vs QUALITY LOAN CORPORATION, et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2..
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 4., 8. 2., 9.

SHORT TITLE: YOON JUNG LEE vs QUALITY LOAN CORPORATION, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.		ADDRESS: 5024 Hill Street
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input checked="" type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		
CITY: La Canada-Flintridge	STATE: CA	ZIP CODE: 91011

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: July 20, 2016



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

07/27/2016