WELCOME TO PHASE 2 OF THE PROFESSIONAL SIGNING AGENT COURSE

We will be covering a full set of typical Refinance loan documents in this Phase 2.

I will be guiding you through each document verbally as you look at the documents on this web page. You are able to download and print these documents if you prefer or have trouble reading them on your computer screen.

Pay special attention to the notes on the documents. They contain crucial information.
Before we get started with the Documents in a typical loan package, I want to address both Acknowledgements and Jurats because these are an important part of the document signing process.

As Notaries we are called upon to notarize many different types of documents, some of which may require us to take an Oath or Affirmation from the signer. What form we use to acknowledge that we have witnessed the signing is directly dictated by this process.

**ACKNOWLEDGMENT**

The true definition of an Acknowledgment is: A formal declaration before a notary public that the instrument presented is the free and voluntary act of the party executing it and the signatures on the documents are genuine.

**CERTIFICATE OF ACKNOWLEDGMENT**

An acknowledgment must contain certain information.

i) It must contain the State and County where the document is executed.
ii) The date of execution
iii) The names of the signing party(s).
iv) It must also contain the printed name and signature of the notary public
v) The seal (stamp) of the notary public
vi) The expiration date of the notary public’s commission.

More and more states are now requiring that if an Acknowledgment is being attached to a document, it must contain information which directly ties it to the signed document. This would include:

i) The name of the document the acknowledgment is being attached to
ii) The signers names
iii) Date of the signing
iv) If there are multiple pages the acknowledgment can be given a page number. As an example, the document has 3 pages. The acknowledgment is being attached as the last page, it would be marked Page 4.
v) And, of course, the acknowledgment will contain all of the required information for the notary public.

After these pages, the first documents you will see are both an Acknowledgment and a Jurat.

**Jurat**

A Jurat is defined as: An attached written statement of the notary public that the Oath or Affirmation was taken before the notary public. Taking the Oath or Affirmation is an indisputable requirement regardless of what State you are commissioned in.

**TAKING THE OATH**

The Oath is a promise that one is making a true and correct statement to the best of their knowledge.
How you take the Oath, whether or not you have the person taking the Oath raise their right hand or not, or the exact wording of the Oath, is to be determined by the dictates of the Rules and Regulations of your State. Please, before taking an Oath, learn those rules. It is imperative that you adhere to them.

i) Ask the signer to attest to the truth of the information given. (Accuracy)
ii) Ask the signer to attest to the truthfulness of who they are. (Identity)
iii) Ask the signer to attest that they did not make any false statements (Truth)

AFFIRMATION
An Affirmation An oral or written declaration made by a person who has an objection to taking Oaths, certifying under the penalty of perjury the declarations are true.

AFFIRMATION CONTENTS
i) They must contain the State and County where the document is executed.
ii) The date of execution
iii) The names of the signing party(s).
iv) It must also contain the printed name and signature of the notary public
v) The seal (stamp) of the notary public
vi) The expiration date of the notary public’s commission.

THE DIFFERENCE BETWEEN AN OATH AND AN AFFIRMATION
Typical Oath:
Do you solemnly swear that any statements made when signing this document are TRUE to the best of your knowledge and belief so help me God?

Typical Affirmation:
Do you solemnly, sincerely and truly declare and affirm that the statements in this document are true and accurate to the best of your knowledge and belief, and this you do under the penalties of perjury?

THE SEAL
On most documents there is a specific area where the State, County, Signers names, Date of signing, Notary name and signature line are included. This is usually found at the bottom of the documents below the signatures of the documents signers. There is also, usually, an area near the notary’s name sufficiently large enough to contain your notary seal (stamp).

When you place your seal (stamp) in this area it must be clear, dark enough to photo copy, be complete, and must contain the State where commissioned, the name of the Notary Public and the word “seal” or picture of the state seal).
Don’t forget, if you fail to place your stamp on the document, the documents has not official been notarized and will not be usable.

There are several items that must be included on the document in order to be notarized.

i) The name of the signer must be typed, printed or stamped below the signature line.

ii) The signature must match the name of the signer on the documents

iii) The printed names of any witness(s) is to be printed under their signature line

iv) And the notary’s printed name must appear below their signature line as well..

TO SEAL OR NOT TO SEAL

If you have any doubts about whether or not to seal a document remember this way:

❖ A document that is completed and/or signed by you as the notary, but not signed by the document signer will not be stamped or sealed.

❖ A document that is signed by the document signer and you as the notary, does require your seal.

❖ A document signed by the document signer but not by you as the notary will not be stamped or sealed.
STATE OF ARIZONA

COUNTY OF MARICOPA

On MARCH 23, 2012 before me, JUDITH ANDERSON Notary Public, personally appeared MARVIN REYNOLDS

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

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

WITNESS my hand and official seal.

Signature __________________________

NOTARY SIGNATURE

<table>
<thead>
<tr>
<th>DESCRIPTION OF DOCUMENT IN THIS NOTARIAL CERTIFICATE IS BEING ATTACHED TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type/Title</td>
</tr>
<tr>
<td>Date of Document</td>
</tr>
<tr>
<td>Number of Pages</td>
</tr>
<tr>
<td>Addtl Signers [other than those named in the Notarial certificate]</td>
</tr>
</tbody>
</table>

NAME OF DOCUMENT THIS IS BEING ATTACHED TO

IF THE DOCUMENTS HAS 4 PAGES, THIS WOULD BE PAGE #5

IF 2 PEOPLE SIGNED THE DOCUMENT BUT YOU ONLY WITNESSED THE SIGNATURE OF ONE PERSON, THE NAME OF THE OTHER SIGNER WOULD GO IN HERE.
STATE OF ARIZONA
COUNTY OF MARICOPA

Subscribed and sworn to (or affirmed) before me this ___28th___ day of
___October________________________, 2014__ by __________________

Name of Signer(s) goes here

Proved to me on the basis of satisfactory evidence to be the person(s)
Who appeared before me.

________________________________________ (Seal)
Signature

Mary J. Black, Notary Public

Print Name and Title
**A. Settlement Statement (HUD-1)**

### B. Type of Loan

<table>
<thead>
<tr>
<th></th>
<th>FHA</th>
<th>RHS</th>
<th>Conv. Uns.</th>
<th>Conv. Ins.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
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<tr>
<td>5</td>
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</tr>
</tbody>
</table>

**G. Property Location:**
12354 E. Rose Drive
Glendale, CA 90567

**This HUD Settlement Statement is for a typical Refinance.**

### D. Name & Address of Borrower:
Martin Flowers and Jennifer D. Flowers
12354 E. Rose Drive
Glendale, CA 90567

### E. Name & Address of Seller:

### F. Name & Address of Lender:
XYZ Mortgage

### I. Settlement Date:
October 24, 2014

### J. Summary of Borrower’s Transaction

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100. Gross Amount Due from Borrower</td>
<td></td>
</tr>
<tr>
<td>101. Contract sales price</td>
<td></td>
</tr>
<tr>
<td>102. Personal property</td>
<td></td>
</tr>
<tr>
<td>103. Settlement charges to borrower (line 140D)</td>
<td>5,000.00</td>
</tr>
<tr>
<td>104.</td>
<td></td>
</tr>
<tr>
<td>105. Adjustment for items paid by seller in advance</td>
<td></td>
</tr>
<tr>
<td>106. City/town taxes</td>
<td></td>
</tr>
<tr>
<td>107. County taxes</td>
<td></td>
</tr>
<tr>
<td>108. Assessments</td>
<td></td>
</tr>
<tr>
<td>109. Payoff is the payoff to the lender of record</td>
<td></td>
</tr>
<tr>
<td>110. Payoff to Wells Fargo</td>
<td>182,500.00</td>
</tr>
<tr>
<td>111.</td>
<td></td>
</tr>
<tr>
<td>112.</td>
<td></td>
</tr>
<tr>
<td>120. Gross Amount Due from Borrower</td>
<td>187,500.00</td>
</tr>
<tr>
<td>200. Amount Paid by or in Behalf of Borrower</td>
<td></td>
</tr>
<tr>
<td>201. Deposit or earnest money This is the loan amount of the new loan</td>
<td></td>
</tr>
<tr>
<td>202. Principal amount of new loan(s)</td>
<td>200,000.00</td>
</tr>
<tr>
<td>203. Existing loan(s) taken subject to</td>
<td></td>
</tr>
<tr>
<td>204.</td>
<td></td>
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<td>205.</td>
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<td>208.</td>
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<td>209.</td>
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</tbody>
</table>

### K. Summary of Seller’s Transaction

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>400. Gross Amount Due to Seller</td>
<td></td>
</tr>
<tr>
<td>401. Contract sales price</td>
<td></td>
</tr>
<tr>
<td>402. Personal property</td>
<td></td>
</tr>
<tr>
<td>403.</td>
<td></td>
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<tr>
<td>404.</td>
<td></td>
</tr>
<tr>
<td>405. Adjustment for items paid to seller in advance</td>
<td></td>
</tr>
<tr>
<td>406. City/town taxes</td>
<td></td>
</tr>
<tr>
<td>407. County taxes</td>
<td></td>
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<tr>
<td>408. Assessments</td>
<td></td>
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<td>409.</td>
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<td>410.</td>
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<td>411.</td>
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<tr>
<td>412.</td>
<td></td>
</tr>
<tr>
<td>420. Gross Amount Due to Seller</td>
<td></td>
</tr>
<tr>
<td>500. Reductions in Amount Due to seller</td>
<td></td>
</tr>
<tr>
<td>501. Excess deposit (see instructions)</td>
<td></td>
</tr>
<tr>
<td>502. Settlement charges to seller (line 140D)</td>
<td></td>
</tr>
<tr>
<td>503. Existing loan(s) taken subject to</td>
<td></td>
</tr>
<tr>
<td>504. Payoff of first mortgage loan</td>
<td></td>
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<tr>
<td>505. Payoff of second mortgage loan</td>
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<td>506.</td>
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<td>507.</td>
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<td>508.</td>
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<tr>
<td>509.</td>
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</tbody>
</table>

### Adjustments for items unpaid by seller

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>510. City/town taxes</td>
<td></td>
</tr>
<tr>
<td>511. County taxes</td>
<td></td>
</tr>
<tr>
<td>512. Assessments</td>
<td></td>
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<td>513.</td>
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<td>518.</td>
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<tr>
<td>519.</td>
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</tr>
</tbody>
</table>

### Adjustments for items unpaid by seller

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>600. Cash at Settlement to/from Borrower</td>
<td></td>
</tr>
<tr>
<td>601. Gross amount due to seller (line 420)</td>
<td></td>
</tr>
<tr>
<td>602. Less reductions in amounts due seller (line 520)</td>
<td></td>
</tr>
</tbody>
</table>

### 603. Cash

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.
### Settlement Charges

#### Paid From
Borrower's Fund at Settlement

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
<th>Paid From</th>
<th>Seller's Fund at Settlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>700. Total Real Estate Broker Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division of commission (line 700) as follows:</td>
<td></td>
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<tr>
<td>701. $ to</td>
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<tr>
<td>702. $ to</td>
<td></td>
<td></td>
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<tr>
<td>703. Commission paid at settlement</td>
<td></td>
<td></td>
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<tr>
<td>704.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>800. Items Payable in Connection with Loan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>801. Origination charge</td>
<td>$3,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>802. Your credit charge (points) for the specific interest rate chosen</td>
<td>$250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>803. Your adjusted origination charges</td>
<td>$250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>804. Appraisal fee</td>
<td>$250.00</td>
<td></td>
<td></td>
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<tr>
<td>805. Credit report</td>
<td>$250.00</td>
<td></td>
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<tr>
<td>806. Tax service</td>
<td>$250.00</td>
<td></td>
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<tr>
<td>807. Flood certification</td>
<td>$250.00</td>
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<td>808.</td>
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<td>809.</td>
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<td>810.</td>
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<tr>
<td>811.</td>
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<tr>
<td>900. Items Required by Lender to be Paid in Advance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>901. Daily interest charges from 10-24-14 to 11-1-14 @ $140.00 per day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>902. Mortgage insurance premium for months</td>
<td>$200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>903. Homeowner's insurance for years</td>
<td>$300.00</td>
<td></td>
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<tr>
<td>904.</td>
<td></td>
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<tr>
<td>1000. Reserves Deposited with Lender</td>
<td></td>
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</tr>
<tr>
<td>1001. Initial deposit for your escrow account</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1002. Homeowner's insurance per month</td>
<td>$200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1003. Mortgage insurance per month</td>
<td>$300.00</td>
<td></td>
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</tr>
<tr>
<td>1004. Property Taxes per month</td>
<td>$100.00</td>
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<tr>
<td>1005.</td>
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<td>1006.</td>
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<tr>
<td>1007. Aggregate Adjustment</td>
<td>$100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1100. Title Charges</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1101. Title services and lender's title insurance</td>
<td>$100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1102. Settlement or closing fee</td>
<td>$400.00</td>
<td></td>
<td></td>
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<tr>
<td>1103. Owner's title insurance</td>
<td></td>
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<tr>
<td>1104. Lender's title insurance</td>
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<tr>
<td>1105. Lender's title policy limit</td>
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<tr>
<td>1106. Owner's title policy limit</td>
<td></td>
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<tr>
<td>1107. Agent's portion of the total title insurance premium to</td>
<td></td>
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<tr>
<td>1108. Underwriter's portion of the total title insurance premium to</td>
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<td>1109.</td>
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<td>1110.</td>
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<tr>
<td>1111.</td>
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<tr>
<td>1200. Government Recording and Transfer Charges</td>
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<td></td>
</tr>
<tr>
<td>1201. Government recording charges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1202. Deed $ Mortgage $ Release $</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1203. Transfer taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1204. City/County tax/stamps Deposition $ Mortgage $</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1205. State tax/stamps Deposition $ Mortgage $</td>
<td></td>
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</tr>
<tr>
<td>1206.</td>
<td></td>
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</tr>
<tr>
<td>1300. Additional Settlement Charges</td>
<td></td>
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</tr>
<tr>
<td>1301. Required services that you can shop for</td>
<td></td>
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<tr>
<td>1302.</td>
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<td>1303.</td>
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<td>1304.</td>
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<tr>
<td>1305.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1400. Total Settlement Charges (enter on lines 103, Section J)</td>
<td>$5,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charges That Cannot Increase</td>
<td>Good Faith Estimate</td>
<td>HUD-1</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>---------------------</td>
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<td></td>
</tr>
<tr>
<td>Our origination charge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Your credit charge (points) for the specific interest rate chosen</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Your adjusted origination charges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Charges That In Total Cannot Increase More Than 10%</th>
<th>Good Faith Estimate</th>
<th>HUD-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government recording charges</td>
<td># 1201</td>
<td></td>
</tr>
<tr>
<td></td>
<td>#</td>
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<td>#</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$</strong> or <strong>%</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Increase between GFE and HUD-1 Charges</th>
<th>Good Faith Estimate</th>
<th>HUD-1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Initial deposit for your escrow account | # 1001              |       |
| Daily interest charges $ /Day           | # 901               |       |
| Homeowner’s Insurance                   | # 903               |       |
|                                       | #                   |       |

<table>
<thead>
<tr>
<th>Loan Terms</th>
<th>Good Faith Estimate</th>
<th>HUD-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial loan amount is $ 200,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Your loan term is 30 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial interest rate is %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Your initial monthly amount owed for principal, interest, and any mortgage insurance is $ 1,345.00 includes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage Insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can your interest rate rise?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No □ Yes, it can rise to a maximum of %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and can change again every after</td>
<td></td>
<td></td>
</tr>
<tr>
<td>%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Every change date, your interest rate can increase or decrease by % . Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Even if you make payments on time, can your loan balance rise?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No □ Yes, it can rise to a maximum of $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No □ Yes, the first increase can be on and the monthly amount owed can rise to $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The maximum it can ever rise to is $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does your loan have a prepayment penalty?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No □ Yes, your maximum prepayment penalty is $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does your loan have a balloon payment?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No □ Yes, you have a balloon payment of $ due in years</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total monthly amount owed including escrow account payments</th>
<th>Good Faith Estimate</th>
<th>HUD-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>You do not have a monthly escrow payment for items, such as property taxes and homeowner’s insurance. You must pay these items directly yourself.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>You have an additional monthly escrow payment of $ 200.00 that results in a total initial monthly amount owed of $ 1,545.00. This includes principal, interest, any mortgage insurance and any items checked below.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property taxes</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Flood insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homeowner’s insurance</td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.
1. **BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. $250,000.00 (this amount is called "Principal").

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

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. **INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.000%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. **PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on AUGUST 1, 2011.

I will make my monthly payments at 2955 RED HILL AVE., #200

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

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. $1,849.22.

4. **BORROWER'S RIGHT TO PREPAY**

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. **LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any
sures already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments
If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default
If I do not pay the full amount of each monthly payment on the date it is due, I will be

(C) Notice of Default
If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder
Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses
If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

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

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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.

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

[Sign Original Only]

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae Freddie Mac UNIFORM INSTRUMENT  Form 3200 1/01
© 1999-2007 Online Documents, Inc.
Page 3 of 3
F3200NOT 0701

[Sign Original Only]
**First Payment Letter**

**Americash**

**Loan No.: 111865**  
**Date: June 20, 2011**  
**Borrower(s): Greg AmayaTest41**

**Address:** 123 Loan Street  
Costa Mesa, CA 92626

We are pleased to have you as a mortgage loan customer. The following is a breakdown of your initial monthly payment:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal and interest</td>
<td>$1,849.22</td>
</tr>
<tr>
<td>Estimated taxes</td>
<td></td>
</tr>
<tr>
<td>Hazard insurance</td>
<td></td>
</tr>
<tr>
<td>Flood insurance</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance</td>
<td></td>
</tr>
</tbody>
</table>

**Total Monthly Payment**  
$1,849.22

Your first regular payment is due August 1, 2011.

We hereby acknowledge receiving a copy of this letter.

We are aware that the total monthly payment may be subject to change each year due to increases or decreases in annual taxes and/or insurance premiums and when applicable, adjustments in accordance with the adjustable rate mortgage provisions of the Note.

---

You will go over this form with the borrower, pointing out what his total payment will be. On this form there are no impounds for taxes and insurance to the payment on this loan is principal & interest only.

---

**Mortgage Account No.**  
111865

**Due Date:** 09/01/2011  
**Amount Due:** $1,849.22

**Use For Add'l. Amounts**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Escrow</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

**Property Address:**  
123 Loan Street  
Costa Mesa, CA 92626

---

You will need to provide borrower with copies of these temporary payment coupons. You may have to print an extra one so they have one for each month as shown on this form.

---

**Mortgage Account No.**  
111865

**Due Date:** 08/01/2011  
**Amount Due:** $1,849.22

**Use For Add'l. Amounts**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Escrow</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

**Property Address:**  
123 Loan Street  
Costa Mesa, CA 92626
FEDERAL TRUTH-IN-LOAN DISCLOSURE STATEMENT
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Borrower(s): Greg AmayaTest41  Date: JUNE 20, 2011
Loan Number: 111865  Lender: AMERICASH

Property Address: 123 Loan Street  Costa Mesa, CA 92626

- Preliminary Disclosure  - Final Disclosure

<table>
<thead>
<tr>
<th>ANNUAL PERCENTAGE RATE</th>
<th>&quot;E&quot;</th>
<th>FINANCE CHARGE</th>
<th>&quot;E&quot;</th>
<th>Amount Financed</th>
<th>&quot;E&quot;</th>
<th>Total of Payments</th>
<th>&quot;E&quot;</th>
<th>TOTAL SALES PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>The cost of your credit as a yearly rate.</td>
<td>4.120%</td>
<td>The dollar amount the credit will cost you.</td>
<td>$84,876.33</td>
<td>The amount of credit provided to you or on your behalf.</td>
<td>$247,983.20</td>
<td>The amount you will have paid after you have made all payments as scheduled.</td>
<td>$332,859.53</td>
<td>The total cost of your purchase on credit, including your down payment of</td>
</tr>
</tbody>
</table>

INTEREST RATE AND PAYMENT SUMMARY

<table>
<thead>
<tr>
<th>Rate &amp; Monthly Payment</th>
<th>Interest Rate</th>
<th>Principal + Interest Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,149.22</td>
<td>4.000%</td>
<td>$1,849.22</td>
</tr>
</tbody>
</table>

- Includes Private Mortgage Insurance
- Includes Mortgage Insurance

- 4.120%        $84,876.33       $247,983.20       $332,859.53      N/A

DEMAND FEATURE: Your obligation has a demand feature.

- VARIABLE RATE FEATURE: Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

INSURANCE: Credit Life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

<table>
<thead>
<tr>
<th>Type</th>
<th>Premium</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit Life</td>
<td>I want credit life insurance. Signature:</td>
<td></td>
</tr>
<tr>
<td>Credit Disability</td>
<td>I want credit disability insurance. Signature:</td>
<td></td>
</tr>
<tr>
<td>Credit Life and Disability</td>
<td>I want credit life and disability insurance. Signature:</td>
<td></td>
</tr>
</tbody>
</table>

This loan transaction requires the following insurance:

- Hazard Insurance
- Flood Insurance
- MOP
- Credit Life Insurance
- PMI
- Credit Insurance

You may obtain property insurance from anyone you want that is acceptable to Lender. If you desire property insurance to be obtained through the Lender's designated agency, the cost will be set forth in a separate insurance statement furnished by the Lender.

SECURITY: You are giving security interest in: 123 Loan Street, Costa Mesa CA 92626

- the goods or property being purchased: the real property you already own.
- THERE IS NO GUARANTEE THAT YOU WILL BE ABLE TO REFINANCE TO LOWER YOUR RATE AND PAYMENTS.

LATE CHARGE: If a payment is more than 15 days late, you will be charged 5.000% of the payment.

PREPAYMENT: If you pay off your loan early, you

- may not have to pay a penalty.
- may not be entitled to a refund of part of the finance charge.

REOUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit.

ASSUMPTION: Someone buying this property

- may be subject to conditions
- may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment penalties and penalties.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

"E" - estimate  "E" ill dates and numerical disclosures except the late payment disclosures are estimates.
The undersigned hereby acknowledge(s) reading and understanding all of the information disclosed above, and receiving a completed copy of this disclosure on the date indicated below.

DO NOT NOTARIZE

Greg AmayaTest41

SIGN HERE  Date
NOTICE OF RIGHT TO CANCEL

Borrower(s):
Greg AmayaTest41

Mailing Address:
123 Loan Street
Costa Mesa, CA 92626

Security interest in property described as:
123 Loan Street
Costa Mesa, CA 92626

YOUR RIGHT TO CANCEL
You are entering into a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is
JUNE 20, 2011;
or
(2) the date you received your Truth-In-Lending disclosures;
or
(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

HOW TO CANCEL
If you decide to cancel this transaction, you may do so by notifying us in writing, at
AMERICASH
2955 RED HILL AVE., #200
COSTA MESA, CA 92626

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of JUNE 23, 2011 (or midnight of the third business day following the latest of the three events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL
DO NOT LET BORROWER SIGN HERE!

Greg AmayaTest41 Date

If they accidentally sign that they wish to cancel, use another Notice of Right to Cancel and have them sign and date it at the bottom of the form. Do not do cross outs on this form. It will probably get kicked back to you to go get it signed again.

ON THIS DATE THE UNSERSIGNED EACH RECEIVED TWO (2) COMPLETED COPIES OF THE NOTICE OF OPPORTUNITY TO CANCEL.

Greg AmayaTest41 Date
The undersigned acknowledge receiving and reading a completed copy of this disclosure. Neither you nor the creditor previously has become obligated to make or accept this loan. This disclosure is not part of your loan contract.
DEED OF TRUST

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 JUNE 20, 2011, together with all Riders to this document.

(B) “Borrower” is GREG AMAYATEST41, A SINGLE MAN.

Borrower is the trustor under this Security Instrument.

(C) “Lender” is AMERICASH.

After Recording Return To:
AMERICASH
ATTN: FINAL DOCUMENT DEPARTMENT
2955 RED HILL AVE., #200
COSTA MESA, CA 92626
CALIFORNIA--

The Note states that Borrower owes Lender $250,000.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2026.

“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.

“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.

“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.

“Escrow Items” means those items that are described in Section 3.

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

“Mortgage Insurance” means insurance protecting Lender against the nonpayment of, or default on, the Loan.

“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.

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

“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.
LOAN #: 111865
TRANSFER OF RIGHTS IN THE PROPERTY

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

which currently has the address of 123 Loan Street, Costa Mesa,
California 92626 ("Property Address"): [Street] [City] [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 seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. 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 unclaimed, 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
The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.

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.

Greg Amaya

State of: _________________________
County of: _________________________

On __________________, before me, ________________________________________________
(here insert name and title of the officer), personally appeared Greg Amaya, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

YOUR STAMP (OFFICIAL SEAL) WILL GO HERE IN THIS AREA. MAKE SURE IT IS VERY CLEAN AND CLEAR WITH NO SMUDGES.

(SEAL)
INSTRUCTIONS TO ESCROW/TITLE/CLOSING AGENT

FROM: AMERICASH
2955 RED HILL AVE SUITE 200 COSTA MESA, CA 92626
PHONE: 800-483-6565 FAX: 714-263-4452

TO: ESCROW #:
ATTN: Michael Perez
First American Title
3 First American Way
Santa Ana, CA 92707
PHONE: 714-929-5167 FAX: 714-929-5167

TO:
TITLE #:
ATTN: Michael Perez
First American Title
3 First American Way
Santa Ana, CA 92707
PHONE: 714-250-5188 FAX: 714-929-5167

These are instructions to the Settlement Agent (either Escrow or Title) and in most cases do not need to be signed by the borrower.

Document Date: 06/20/2011 Loan Amount: $250,000.00
Closing Date: 06/20/2011 Appraised Value: $500,000.00
Signing Date: 06/20/2011 Sales Price: $500,000.00
Disbursement: 06/20/2011 Interest Rate %: 4.000%
Recidence Date: 06/23/2011 Loan Term: 180
Expiration Date: 08/01/2011 Loan Purpose: REFINANCE
1st Payment Date: 07/01/2026

MONTHLY PAYMENT:
P&I: $1,849.22
Taxes: 
Hazard. Ins.: 
PMI/MMI: 
Flood. Ins.: 
TOTAL: $1,849.22

PROPERTY:
123 Loan Street
Costa Mesa, CA 92626

THE VESTING SHOULD READ AS FOLLOWS:
GREG AMAYATEST41, A SINGLE MAN

ALL QUESTIONS CONCERNING THESE INSTRUCTIONS, CONDITIONS AND FUNDING PROCEDURES SHOULD BE DIRECTED TO
AT AMERICASH
PHONE#: 800-483-6565 FAX#: 714-263-4452

ALL DOCUMENTS MUST BE IN OUR OFFICE 72 HOURS PRIOR TO DISBURSEMENT OF LOAN FUNDS.
THIS LOAN MUST CLOSE BY 06/20/2011
FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY DELAY FUNDING.

In the event the loan does not close on the date indicated in these instructions or, if the loan documentation does not conform to the information stated herein, DO NOT CLOSE THE LOAN WITHOUT NOTIFYING THE LENDER.

TITLE POLICY: A(n) ALTA Policy with Endorsement(s) should be issued within 30 days of closing. Final title policy when issued must reflect the following:
1. Lender's Title Policy is to be in the amount of $250,000.00
2. Secondary financing in the amount of N/A has been approved.
3. ALTA Policy must contain endorsements
4. Title is to be clear and is to show no special assessments pending or of record. All special assessments must be paid prior to closing, unless otherwise authorized by us.
5. Any and all encroachments must be insured over.
6. Issue said form of Policy free from encumbrances except items:
   of preliminary Title Report dated
7. The vesting should read as referenced above.
8. Lien Position: ( x ) We must be in First Lien Position. ( ) We must be in Second Lien Position.
9. Final Title Policy and Recorded Documents to be sent to:
AMERICASH
2955 RED HILL AVE., #200
COSTA MESA, CA 92626
ATTN: FINAL DOCUMENT DEPARTMENT
HAZARD INSURANCE: The Lender must have satisfactory evidence of hazard/fire insurance. Do not disburse without evidence of Hazard Insurance. The loss payable clause must be:

AMERICASH, ITS SUCCESSORS AND/OR ASSIGNS
2955 RED HILL AVE., #200
COSTA MESA, CA 92626
LOAN NO.: 111865

Hazard Insurance coverage must be equal to the lesser of the loan amount or the full replacement value of the property improvements, and must extend for either a term of at least twelve (12) month(s) after the closing date for purchase transactions or six (6) month(s) after the closing date for refinance transactions.

(x) California Civil Code 2955.5(a) provides: No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

FLOOD INSURANCE: The Lender will obtain a flood certification, and if the property is located in a flood hazard area will specify the need, if any, for flood insurance. The loss payable clause for flood insurance is the same as hazard/fire insurance.

(T) Flood Insurance is not required. (x) Flood Insurance is required.

TAXES AND ASSESSMENTS: All taxes and assessments, including special assessments, due are to be paid at the time of settlement and a receipt provided. Where taxes and assessments are shown on the Title Policy as an exception, the Title Policy must indicate "not yet due and payable." Additional Instructions: N/A

RIGHT TO CANCEL: On all refinance loans, second lien loans, and/or any transaction subject to rescission, the Notice of Right to Cancel must be given at closing. The Notice of Right To Cancel must be properly completed, including all dates. EACH Borrower, obligor and/or person holding an ownership interest in the property must be given (x) two (2) copies. The signed originals acknowledging receipt of the completed Right To Cancel by each Borrower, obligor, and/or person given copies of the Notices must be returned with the closing package. Should the transaction be rescinded by any of the obligors, immediately notify our office. RIGHT OF RESCISSION MAY NOT BE WAIVED WITHOUT OUR PRIOR WRITTEN CONSENT.

SIGNATURES: Borrower(s) must sign all documents exactly as his or her name appears on the blank line provided for his or her signature(s). Where a witness is required, you must have the document witnessed. If an acknowledgment is provided, a person authorized to take acknowledgments in the state of closing must execute the acknowledgment. The acknowledgment date must be no earlier than the date of the document being acknowledged.

CORRECTIONS: Any correction to loan documents must be approved in writing by us in advance. NO WHITE-OUT PERMITTED. Approved deletion should be made by marking a single line through the language being deleted. All additions and deletions must be initialed by all borrowers.

SETTLEMENT STATEMENTS: The Borrower(s) and Seller(s) statements must clearly indicate the recipient of each item shown on the statements. Both Borrower(s) and Seller(s) must sign the HUD settlement statements if signature line appears on the document or any addendum to the document. The FINAL HUD-1 Settlement Statement must be completed at settlement and must reflect all receipts and disbursements in these closing instructions and any subsequent amended closing instructions. If any changes to fees occur, the loan documents may need to be re-drawn and re-signed. (X) Settlement agents are requested to use the HUD-1 forms as provided by the Lender.

Settlement agents are requested to use the HUD-1 forms as provided by the Lender, as guides when they prepare the final HUD-1. They shall be held responsible for insuring that all costs and fees reflected on the Lender HUD-1, if provided, are disclosed. Any variances must be approved by Lender prior to closing.

POWER OF ATTORNEY: Prior written approval must be obtained from the Lender when closing a loan by Power of Attorney. If granted, the Power of Attorney must be specific to the loan transaction and must specifically show the complete property address (street, number, and name, city, state, county, and zip code, or complete legal) must be recorded prior to the security document in the same county in which the Security Instruments are recorded and the Lender must receive a copy of the recorded Power of Attorney as a trailing document. If seller is closing a loan by Power of Attorney, a certified copy of the signed Power of Attorney must be returned in our package.

FHA OR VA: No fees or charges may be paid by Borrower(s) except as permitted by FHA or VA.

OCCUPANCY: This loan is approved as an (X) Owner-occupant ( ) Non-owner occupant loan

( ) Second Home. Do not close if circumstances of Borrower(s) are different.

DOCUMENTS TO BE DELIVERED TO:

AMERICASH
2955 RED HILL AVE., #200
COSTA MESA, CA 92626
In the event this loan does not close on the date indicated in these instructions, or if the loan documentation does not conform to the information stated herein, please do not close the loan without notifying the office of the Lender. You shall be deemed to have accepted and to be bound by these closing instructions if you fail to notify us to the contrary within 48 hours of your receipt hereof, or if you disburse any funds to or for the account of the Borrower(s).

I hereby acknowledge receipt of these special instructions and agree to be bound by the terms contained herein.

Settlement Officer ________________________ Date ________________________
<table>
<thead>
<tr>
<th>Loan No.: 118065</th>
<th>Loan Amt.: $25,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borrower: Greg AmayaTest41</td>
<td>MIN #: 1001419-0000006213-3</td>
</tr>
</tbody>
</table>

**PLEASE COLLECT/DISBURSE THE FOLLOWING:**

### PER DIEM INTEREST

<table>
<thead>
<tr>
<th>HUD#</th>
<th>FEES DESCRIPTION</th>
<th>PAID BY</th>
<th>AMOUNT DUE</th>
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<tbody>
<tr>
<td>0901</td>
<td>DAILY INTEREST FROM 06/24/2011 TO 07/01/2011 @ 27.40/DAY</td>
<td>BORR</td>
<td>$191.80</td>
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### IMPOUND/Escrow RESERVES

<table>
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<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1003</td>
<td>MORTGAGE INSURANCE RESERVES</td>
<td>$0.00</td>
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</tbody>
</table>

**FEES, PAYOFFS, COMPENSATION**

* P.O.C. AMOUNTS: P = Borrower Paid  S = Seller Paid  L = Lender Paid  B = Broker Paid  O = Other

<table>
<thead>
<tr>
<th>HUD#</th>
<th>FEES DESCRIPTION</th>
<th>AMOUNT DUE</th>
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</thead>
<tbody>
<tr>
<td>0801</td>
<td>OUR ORIGINATION CHARGE</td>
<td>$(95.00)</td>
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<tr>
<td>0804</td>
<td>APPRAISAL FEE</td>
<td>$450.00*</td>
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<tr>
<td>0805</td>
<td>CREDIT REPORT FEE</td>
<td>$35.00</td>
</tr>
<tr>
<td>0807</td>
<td>FLOOD CERTIFICATION TO CORE LOGIC</td>
<td>$25.00</td>
</tr>
<tr>
<td>0808</td>
<td>APPRAISAL REVIEW FEE</td>
<td>$45.00</td>
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<tr>
<td>1101</td>
<td>TITLE SERVICES AND LENDER'S TITLE INSURANCE INCLUSION</td>
<td>$395.00</td>
</tr>
<tr>
<td>1102</td>
<td>DOCUMENT STORAGE FEE</td>
<td>$1,250.00</td>
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<td>1103</td>
<td>TITLE ENDORSER &amp; CARR. FEES</td>
<td>$225.00</td>
</tr>
<tr>
<td>1111</td>
<td>TITLE ENDORSER CARR. FEES</td>
<td>$225.00</td>
</tr>
<tr>
<td>1202</td>
<td>RECORDING FEES</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

SUBTOTAL OF FEES DUE FROM BORROWER: $2,451.80

*** PAYOFFS DETAILS:***

Wells Fargo $245,000.00

SUBTOTAL OF ALL PAYOFFS: $245,000.00

This information mirrors that information that appeared on the "itemization of Amounts Financed" form seen earlier. This information notifies the Settlement Agent as to the amounts being deducted from the loan proceeds.

Online Documents, Inc.
escrow waiver letter

Borrower(s):
Greg Amaya

Property Address:
123 Loan Street
Costa Mesa, CA 92626

Loan Number: 111865

Lender has agreed to waive its requirement to establish an escrow account and collect monthly escrow payments to cover real estate taxes and insurance premiums due on the property.

Borrower has agreed to pay all real estate taxes and insurance premiums when due and before any penalties are levied.

Borrower has agreed to furnish to Lender, upon request, within 30 days after the due date, original receipts, facsimiles, other evidence satisfactory to Lender showing payment of such taxes, or insurance premiums.

If, at any time, the Borrower has defaulted on its obligations under this agreement, Lender may, in its sole direction:

1. Establish an escrow account;
2. Immediately collect funds sufficient to cover any outstanding taxes and insurance premiums due; and
3. Begin to collect, on a monthly basis, a sum for the annual taxes and insurance premiums, in addition to whatever cushion is permitted by law and your loan documents.

Nothing in this Agreement will affect or impair Lender’s security interest in, or lien priority on, the Property and will not be deemed a waiver of Lender’s rights or remedies contained in the Loan Documents.

Except as modified by this Agreement, all other terms and conditions of the Loan Documents remain in effect.

This Agreement is not assignable by the Borrower but shall be assignable by Lender and, in such event, shall insure to the benefit of and be binding upon its successors or assigns.

I/We acknowledge receipt of this Notice and understand the conditions of waiver:

Greg Amaya

SIGN HERE

Date
Dear Mortgagor:

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned or transferred to JPMORGAN CHASE BANK, N.A.

The collection of your mortgage payments will be handled by JPMORGAN CHASE BANK, N.A. Therefore, effective AUGUST 1, 2011, your payment should be mailed to the address on the payment coupon provided below. Your new loan servicer will mail you a payment coupon in the near future. Your first payment is due AUGUST 1, 2011.

The transfer of servicing is an ordinary transaction among mortgage banking companies. It will not affect the terms and conditions of your mortgage in any way. Make sure to reference your loan number at all times.

If you have any questions about the transfer of your mortgage loan, please contact their Customer Service Department (800) 848-9136

Yours truly,

AMERICASH

---

## CERTIFICATION OF MONTHLY PAYMENT COMPOSITION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal and Interest</td>
<td>$1,849.22</td>
</tr>
</tbody>
</table>

\[ TOTAL \:\ MONTHLY\ PAYMENT = \$1,849.22 \]

We (I) hereby acknowledge receipt of this payment notice.

---

**PROPERTY ADDRESS:**

123 Loan Street
Costa Mesa, CA 92626

---

**PROPERTY ADDRESS:**

123 Loan Street
Costa Mesa, CA 92626

---

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GPTV1  GPTV  0910
HAZARD INSURANCE AUTHORIZATION, REQUIREMENTS AND DISCLOSURE

Borrower(s): Greg AmayaTest41
Date: 06/20/2011
Loan Number: 111865

Property Address: 123 Loan Street
Costa Mesa, CA 92626

Lender: AMERICASH

California Civil Code 2955.5(a) provides:
No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

Listed below are your Lender's policies and procedures and minimum requirements for Hazard Insurance which must be provided covering the subject property unless otherwise provided by applicable state law:

1. Coverage must equal the lesser of the following:
   - 100% of the insurable value of the improvements, as established by the property insurer, or
   - the unpaid principal balance of the mortgage, as long as it equals the minimum amount--80% of the insurable value of the improvements--required to compensate for damage or loss on a replacement cost basis. If it does not, then coverage that does provide the minimum required amount must be obtained.

2. The insurance company providing coverage must have an "A" rating or better in the latest edition of "Best's Insurance Guide," must be licensed in the State in which the property described above is located, and must be licensed to transact the lines of insurance required in the transaction.

3. Policy shall provide at least "Broad Form" coverage on properties of one to four units, and at least "Vandalism & Malicious Mischief" on properties of over four units, with no deviation. Homeowners policies must provide coverage equal to "HO 2" form.

4. The maximum deductible must not exceed 5% of the face amount of the insurance policy.

5. Policy must provide coverage for a term of at least one year. Premiums may be paid on an annual installment basis only if the policy provides that the Lender will be notified in writing of cancellation 30 days prior to expiration of coverage, for any cause. Binders are not acceptable, unless otherwise mandated by state law.

6. If any existing policy is provided which will expire within six months from the date of the recording of this loan, said policy must be renewed for the required term as noted in #5 above.

7. All forms and endorsements pertaining to the Lender's requirements must appear on the "Declaration Page" of the policy.

8. New policies must be accompanied by a signed "Broker of Record Authorization" if borrower(s) have changed Insurance Agents.

9. Verification of renewal of insurance policies must be in the Lender's office at least thirty days prior to the expiration date of the existing policy. If this requirement is not met, the LENDER OR ITS SUCCESSORS OR ASSIGNS MAY AT THEIR OPTION, BUT WITHOUT OBLIGATION TO DO SO, PROVIDE COVERAGE TO REPLACE ANY EXPIRING POLICIES WHICH HAVE NOT BEEN PROPERLY RENEWED. The premium for such coverage will be remitted promptly by the undersigned, or Lender may charge borrower's account for the cost thereof.

10. The policy must include a standard "mortgagee loss payee clause" (Lenders Loss Payable Endorsement form 438 BFU or equivalent) in favor of: AMERICASH, ITS SUCCESSORS AND/OR ASSIGNS 2955 RED HILL AVE., #200, COSTA MESA, CA 92626

© 2000-2009 Online Documents, Inc.
11. Property address and insureds' names must be designated on the policy as on the ALTA Title Policy.

12. The Lender's loan number must appear on the policy and any subsequent endorsements.

13. Effective date of new policies, endorsements, and/or assignments shall be as of, or prior to, the date of recording this loan.

14. If the security property is a condominium, the master insurance policy must contain a minimum of $1,000,000.00 coverage for "Directors & Officers' liability as well as "walls-in" coverage policy (commonly known as HO-6 policy). The policy must include replacement of improvements and betterment coverage to cover any improvements that you may have made to the unit. A copy of the master policy must be submitted to the Lender prior to funding.

AN ACCEPTABLE POLICY, WITH ENDORSEMENTS AND/OR ASSIGNMENTS, MUST BE FORWARD TO AND RECEIVED BY LENDER BEFORE THIS LOAN CAN BE FUNDED; OTHERWISE, LENDER MAY BE FORCED TO PLACE INTERIM COVERAGE ON THE PROPERTY AT AN ADDITIONAL COST TO THE BORROWER(S).

Each of the undersigned acknowledges that he or she has read and understands the foregoing provisions and insurance requirements. This authorization will remain irrevocable for the undersigned as owner(s) of the subject property, and for any assignees, for as long as this loan remains on subject property.
NOTICE OF RIGHT TO COPY OF APPRAISAL

Borrower(s): Greg AmayaTest41                                      Date: JUNE 20, 2011

Loan Number: 111865

Property Address: 123 Loan Street, Costa Mesa, CA 92626

Lender: AMERICASH

You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish to obtain a copy, please write to us at the mailing address shown below:

AMERICASH
2955 RED HILL AVE SUITE 200
COSTA MESA, CA 92626
ATTN:

We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application. In your letter, please include your name, the property address and your application or loan number, if known. If you have not already paid an appraisal fee, you may be required to reimburse us for the cost of the appraisal (and any photocopy and postage costs) as a condition to receiving a copy of the appraisal report.

SIGN HERE

Greg AmayaTest41
COMPLIANCE AGREEMENT

Borrower(s): Greg AmayaTest41  
Date: JUNE 20, 2011

Loan Number: 111865

Property Address: 123 Loan Street  
Costa Mesa, CA 92626

Lender: Americash

The undersigned borrower(s), for and in consideration of Lender disbursing loan proceeds for the purchase or refinancing of, or construction of improvements on the aforementioned property, agree(s), if requested by the Lender or someone acting on behalf of said Lender, to fully cooperate in adjusting for clerical errors, on any and all loan closing documentation deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to, an investor, Fannie Mae (FNMA), Government National Mortgage Association (GNMA), Freddie Mac (FHLMC), Department of Housing and Urban Development, Department of Veterans Affairs or any municipal bonding authority.

The undersigned borrower(s) do hereby so agree and covenant as aforesaid in order to assure that the loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

Dated effective this __________ day of __________________ .

Greg AmayaTest41
State of CALIFORNIA    
County of    
On ______________________________ before me,    

personally appeared   Greg AmayaTest41  Borrower(s) name goes here    

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

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

WITNESS my hand and official seal.

Signature _______Your signature______________ (Seal)
FLOOD HAZARD DETERMINATION

Date: JUNE 20, 2011
Borrower(s) Name(s): Greg AmayaTest41

Property Address: 123 Loan Street
Costa Mesa, CA 92626

Pursuant to federal regulations, the Lender has evaluated whether or not the improved real property or mobile home (the "Property") which will secure your loan is located in an area designated by the Federal Emergency Management Agency ("FEMA") as a "Special Flood Hazard Area." The Lender has determined that according to FEMA the Property is NOT located in a designated Special Flood Hazard Area. Therefore, flood insurance will NOT be required by the Lender as a condition of closing this loan transaction.

The National Flood Insurance Reform Act of 1994 provides that if the loan servicer at any time during the term of the loan determines that the Property is in a Special Flood Hazard Area the loan servicer must notify the borrower that flood insurance must be obtained. In these cases, the borrower has 45 days to respond and provide evidence of acceptable insurance to the loan servicer; if no response is made by the borrower, the loan servicer can force-place flood insurance after 45 days from the date of notification.

The undersigned Borrower(s) agree that flood insurance will be purchased if the Property is located in a Special Flood Hazard Area, and if flood insurance is available in the community. The undersigned Borrower(s) further agree that if the Property at any time is determined to be in a Special Flood Hazard Area, and if insurance is available, Borrower(s) will obtain and pay for such insurance in an amount as required by the Lender or loan servicer.

Greg AmayaTest41
TAX RECORD INFORMATION SHEET

THIS FORM MUST BE COMPLETED BY TITLE OFFICER, ESCROW OFFICER AND/OR CLOSING ATTORNEY AND SIGNED BY SAME.

INSTRUCTIONS FOR COMPLETION OF TAX RECORDS:
1. Tax legal description must be exactly as shown on tax records.
2. Show only those taxing authority where we are escrowing for payment.
3. Tax bills & information are obtained from this sheet. Therefore, it must be completed in full. Include any Assessments, Municipal Utility Districts, Ground Rents, etc. that are escrowed for payment.

The following information is Certified by:

DATE LOAN CLOSED: JUNE 20, 2011
TITLE/ESCROW/CLOSING ATTORNEY

REFINANCE [ ] Yes [ ] No

LOAN # 111865

BORROWER(S) NAME: Greg AmayaTest41

TAXES FOR CURRENT YEAR LISTED IN NAME OF: Greg AmayaTest41

PROPERTY ADDRESS: 123 Loan Street
Costa Mesa, CA 92626

CURRENT TAX ASSESSMENT BASED ON:

| [ ] | ACREAGE | [ ] | VACANT | [ ] | PARTIAL CONSTRUCTION | [ ] | COMPLETE CONSTRUCTION |

LEGAL DESCRIPTION:

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<th>SECTION</th>
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<th>LOT(S)</th>
<th>TRACT</th>
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<tr>
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<tbody>
<tr>
<td>PARCEL/PROPERTY D/TMS #</td>
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Page 1 of 2

YOU ARE NOT CONCERNED WITH THIS DOCUMENT. JUST TURN IT OVER.
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<th>Type of Tax</th>
<th>Last Amount Paid</th>
<th>Current Taxes Paid To Date</th>
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</tr>
</tbody>
</table>

- This amount is an estimate.

Payment Frequency Options:
- Annual
- Semi-Annual
- Quarterly
- Tri-Annual

**Loan #: 111865**
NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED.

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Servicing Transfer Information

☑️ We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.

Or

☐ We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.

Or

☐ The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT

I/We have read this disclosure form and understand its contents, as evidenced by my/our signature(s) below.

I/We understand that this acknowledgment is a required part of the mortgage loan application.

Notification that the lender may sell this loan.

Greg AmayaTest41   SIGN HERE

Date
NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Borrower Name & Address:
Greg AmayaTest41
123 Loan Street
Costa Mesa, CA 92626

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from AMERICASH to JPMORGAN CHASE BANK, N.A. effective AUGUST 1, 2011.

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your lender send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. In this case, all necessary information is combined in this one notice.

Your lender is AMERICASH.

If you have any questions relating to the transfer of servicing from your lender call their Servicing Department at 800-483-6565 x605 between 9am - 5pm on the following days: Monday through Friday.

This is a toll-free or collect call number.

Your new servicer will be JPMORGAN CHASE BANK, N.A.

The business address for your new servicer is: P.O. BOX 24698 COLUMBUS, OH 43224-0696

The toll-free or collect call telephone number of your new servicer is (800) 848-9136. If you have any questions relating to the transfer of servicing to your new servicer call their Servicing Department at (800) 848-9136 between 8:00 AM to 9:00 PM EST on the following days: Monday through Friday.

The date that your lender will stop accepting payments from you is AUGUST 1, 2011.
The date that your new servicer will start accepting payments from you is AUGUST 1, 2011. Send all payments due on or after that date to your new servicer.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights. If you send a ‘qualified written request’ to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A ‘qualified written request’ is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which
includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

P.O. BOX 24698
COLUMBUS, OH 43224-0696

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

* This notification is a requirement of Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2605).

AMERICASH
Lender

and

JPMORGAN CHASE BANK, N.A.
Future Servicer

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HAZARD INSURANCE ENDORSEMENT LETTER

POLICY NUMBER:

AGENT'S NAME AND ADDRESS:

INSURED'S NAME: Greg AmayaTest41

PROPERTY ADDRESS: 123 Loan Street, Costa Mesa, CA 92626

Please make the changes requested below:

__x__ Correct Mortgagee Clause to read:

JPMORGAN CHASE BANK, N.A.
ITS SUCCESSORS AND ASSIGNS ATINA
P.O. BOX 47020
DORAVILLE, GA 30362-7020
LOAN NO. 111865

________ Change Property address to:

________ Change Insured's Name to:

________ The amount of coverage is not sufficient. Please increase coverage to: ________________

________ Other:

Please send the endorsement(s) directly to:

JPMORGAN CHASE BANK, N.A.
P.O. BOX 47020
DORAVILLE, GA 30362-7020
LOAN NO. 111865
THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977 FAIR LENDING NOTICE

IT IS ILLEGAL TO DISCRIMINATE IN THE PROVISION OF OR IN THE DENIAL OF ANY FINANCIAL ASSISTANCE BECAUSE OF THE CONSIDERATION OF:

1. TRENDS, CHARACTERISTICS OR CONDITIONS IN THE NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION, UNLESS THE FINANCIAL INSTITUTION CAN DEMONSTRATE IN THE PARTICULAR CASE THAT SUCH CONSIDERATION IS REQUIRED TO AVOID AN UNSAFE AND UNSOUND BUSINESS PRACTICE; OR

2. RACE, COLOR, RELIGION, SEX, MARITAL STATUS, NATIONAL ORIGIN OR ANCESTRY.

IT IS ILLEGAL TO CONSIDER THE RACIAL, ETHNIC, RELIGIOUS OR NATIONAL ORIGIN COMPOSITION OF A NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION OR WHETHER OR NOT SUCH COMPOSITION IS UNDERGOING CHANGE, OR IS EXPECTED TO UNDERGO CHANGE, IN APPRAISING A HOUSING ACCOMMODATION OR IN DETERMINING WHETHER OR NOT, OR UNDER WHAT TERMS AND CONDITIONS, TO PROVIDE FINANCIAL ASSISTANCE.

THESE PROVISIONS GOVERN FINANCIAL ASSISTANCE FOR THE PURPOSE OF THE PURCHASE, CONSTRUCTION, REHABILITATION OR REFINANCING OF ONE TO FOUR UNIT FAMILY RESIDENCES OCCUPIED BY THE OWNER AND FOR THE PURPOSE OF THE HOME IMPROVEMENT OF ANY ONE TO FOUR UNIT FAMILY RESIDENCE.

IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS, OR IF YOU WISH TO FILE A COMPLAINT, CONTACT THE MANAGEMENT OF THIS FINANCIAL INSTITUTION OR:

☐ SAVINGS INSTITUTIONS DEPT. OF SAVINGS AND LOAN 300 SOUTH SPRING STREET SUITE 16502 LOS ANGELES, CA 90013
☐ STATE MEMBER BANKS FEDERAL RESERVE BANK 101 MARKET STREET SAN FRANCISCO, CA 94105
☐ DEPARTMENT OF CORP. 320 WEST 4TH STREET SUITE 750 LOS ANGELES, CA 90013-1105

☐ NATIONAL BANKS COMPTROLLER OF THE CURRENCY CUSTOMER ASSISTANCE GROUP 1301 MCK INNEN STREET SUITE 3450 HOUSTON, TX 77019-0950
☐ MORTGAGE COMPANIES DEPT. OF REAL ESTATE 2201 BROADWAY SACRAMENTO, CA 95818
☐ DEPARTMENT OF CORP. 1300 MARKET STREET SUITE 810 SAN FRANCISCO, CA 94102

☐ NON-MEMBER INSURED BANKS FDIC - SAN FRANCISCO 25 ECKER ST., STE. 2300 SAN FRANCISCO, CA 94105
☐ FEDERAL CREDIT UNIONS NCUA 1230 WEST WASHINGTON ST. SUITE 301 TEMPE, AZ 85281
☐ SAVINGS INSTITUTIONS SUPERVISORY AGENT OTS OF SAN FRANCISCO 1 MONTGOMERY ST., STE. 400 SAN FRANCISCO, CA 94104

EQUAL CREDIT OPPORTUNITY ACT FAIR LENDING NOTICE

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THAT THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT; THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS:

☐ NATIONAL BANKS COMPTROLLER OF THE CURRENCY CUSTOMER ASSISTANCE GROUP 1301 MCK INNEN STREET SUITE 3450 HOUSTON, TX 77019-0950
☐ STATE MEMBER BANKS FEDERAL RESERVE BANK 101 MARKET STREET SAN FRANCISCO, CA 94105
☐ FEDERAL CREDIT UNIONS NCUA 1230 WEST WASHINGTON ST. SUITE 301 TEMPE, AZ 85281

☐ SAVINGS INSTITUTIONS SUPERVISORY AGENT OTS OF SAN FRANCISCO 1 MONTGOMERY STREET, STE. 400 SAN FRANCISCO, CA 94104
☐ NON-MEMBER INSURED BANKS FDIC - SAN FRANCISCO 25 ECKER ST., STE. 2300 SAN FRANCISCO, CA 94105
☐ MORTGAGE COMPANIES FEDERAL TRADE COMMISSION EQUAL CREDIT OPPORTUNITY ROOM 4037 WASHINGTON, D.C. 20580

I (WE) RECEIVED A COPY OF THIS NOTICE

ACKNOWLEDGMENT OF RECEIPT

Greg AmayaTest41

SIGN HERE
BORROWER’S CERTIFICATION & AUTHORIZATION

The undersigned certify the following:

1. [ ] We have applied for a mortgage loan from AMERICASH ("Lender").

   In applying for the loan, [ ] we completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. [ ] We certify that all of the information is true and complete. [ ] We made no misrepresentations in the loan application or other documents, nor did [ ] we omit any pertinent information.

2. [ ] We understand and agree that Lender reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the Financial Institution.

3. [ ] We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. [ ] We have applied for a mortgage loan from Lender. As part of the application process, Lender and the mortgage guaranty insurer (if any) may verify information contained in any loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.

2. [ ] We authorize you to provide to Lender and to any investor to whom Lender may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.

3. [ ] Lender or any investor that purchases the mortgage or the mortgage guaranty insurer (if any) may address this authorization to any party named in the loan application.

4. A copy of this authorization may be accepted as an original.

5. Your prompt reply to Lender, the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) is appreciated.

6. Mortgage guaranty insurer (if any):

VA and FHA Loans

This is notice to you as required by the Right to Financial Privacy Act of 1978 that:

[ ] Department of Veterans Affairs (VA)
[ ] Department of Housing and Urban Development

has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the agency indicated above without further notice or authorization, but will not be disclosed or released to another Government Agency or Department without your consent except as required or permitted by law. Prior to the time that your financial records are disclosed, you may revoke this authorization at any time; however, your refusal to provide the information may cause your application to be delayed or rejected. If you believe that your financial records have been disclosed improperly, you may have legal rights under the Right to Financial Privacy Act of 1978.

Greg AmayaTest41
SS#: 000-00-0001

SIGN HERE
Request for Transcript of Tax Return

Form 4506-T (Rev. January 2011)

Department of the Treasury
Internal Revenue Service

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Caution: If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 8 before signing. Sign and date the form once you have filled in line 6.

1. Name shown on tax return. If a joint return, enter the name shown first:
   Greg AmayaTest41

2. If a joint return, enter spouse’s name shown on tax return:
   
3. Current name, address including apt., room, or suite no., city, state, and zip code (see instructions):
   Greg AmayaTest41
   123 Loan Street
   Costa Mesa, CA 92626

4. Previous address shown on the last return filed if different from line 3 (see instructions):

5. If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party’s name, address, and telephone number. The IRS has no control over what third party does with the tax information.
   Americas, IT’S SUCCESSORS AND/OR ASSIGNS
   2995 Red Hill Ave, Suite 200
   Costa Mesa, CA 92626
   949-483-6555

Caution: If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 8 before signing. Sign and date the form once you have filled in line 6.

6. Tax transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate boxes below. Enter only one tax form number per request.
   a. Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1045, Form 1120A, Form 1120H, Form 1120L, Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days. .............................................................. X
   b. Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. ..............................................................
   c. Record of Account, which is a combination of line item information and later adjustments to the account. Available for current year and Prior year taxes. Most requests will be processed within 30 calendar days. ..............................................................

7. Verification of Nonfilin, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days. ..............................................................

8. Form W-2, Form 1099 Series, Form 1099-S, or Form 5498 Series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available before the end of 2008. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 800-722-1213. Most requests will be processed within 45 days. .............................................................. X

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all information.

9. Year or period requested. Enter the year or periods you are requesting data for on your return. Using multiple years or periods, enter the appropriate data only if you are requesting more than one year or periods. If you are requesting data on more than one year or periods, use each year or period enter the appropriate data.


Signature of taxpayer(s), indicate that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer.

Note: Transcripts being sent to a third party, this form must be received within 120 days of signature date.

Signature of person on line 1a or 2a

SIGNATURE OF PERSON ON LINE 1A

Signature (see instructions)

Date

Telephone number of taxpayer on line 1a or 2a

Signature of spouse

SIGNATURE OF SPOUSE (IF LISTED ON LINE 2A AND 2B)

Spouse’s signature

Date
Form W-9
Rev. January 2011
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Name (as shown on your income tax return)
Greg AmayaTest41

Business name disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
Individually sole proprietor
Corporation
S Corporation
Partner
Limited liability company. Enter the tax classification (C=Corporation, S=S Corporation, P=partnership)
Exempt payee

Print or type instructions on page 2

Address (number, street, and apt or suite no)
123 Loan Street

City, state, and ZIP code
Costa Mesa, CA 92626

List account number(s) here (optional)

Part I Taxpayer identification number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entries, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an IRA, and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).
SIGNATURE/NAME AFFIDAVIT

RE:  

<table>
<thead>
<tr>
<th>LOAN NUMBER</th>
<th>PROPERTY ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>111865</td>
<td>123 Loan Street</td>
</tr>
<tr>
<td></td>
<td>Costa Mesa, CA 92626</td>
</tr>
</tbody>
</table>

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, Greg AmayaTest41, who, after being by me first duly sworn, upon oath does depose and say:

THAT, Greg AmayaTest41, as the name is signed on the note and/or security instrument is one and the same person as:

Example: Greg J. AmayaTest41

as the name appears in various loan documents.

Greg AmayaTest41

State of: CALIFORNIA
County of: SAY IT TO YOURSELF..........COUNTY WHERE MY FEET ARE PLANTED.

Subscribed and sworn to (or affirmed) before me on this 20th day of June, 2011, by Greg AmayaTest41.

My Commission expires: ____________________________

(Seal) (Notary Public)
AFFIDAVIT OF OCCUPANCY

STATE OF CALIFORNIA
COUNTY OF ____________

123 Loan Street
Costa Mesa, CA 92626

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths personally appeared: Greg Amaya

('Affiants') who, upon being duly sworn, depose and say as follows:

1. Affiants hereby certify that, upon taking title to the real property described above, their occupancy status will be as follows:

   [x] 1.1 Primary Residence: I/we shall occupy, establish, and use the Property identified above as my/our principal residence within 90 days after the execution of the Security Instrument and shall continue to occupy the Property as my/our principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing.

   [ ] 1.2 Second Home: I/we will occupy the property as a second home (vacation, etc) while maintaining a principal residence elsewhere.

   [ ] 1.3 Investment Property: Not owner occupied. Purchased as an investment to be held or rented.

   [x] 1.4 REFINANCES ONLY 123 Loan Street, Costa Mesa, CA 92626
   I/we the undersigned certify that the property referenced above is NOT currently listed for sale or under contract to be listed for sale.

   I/we the undersigned acquired the property on __________________________.

2. Affiants acknowledge that this Affidavit of Occupancy is given as a material inducement to cause: AMERICASH

   to make a mortgage loan to Affiants and that any false statements, misrepresentations or material omissions shall constitute a breach of the Affiant's obligation to: AMERICASH

   and that all the provisions of the mortgage indenture concerning default on the Promissory Note will thereafter be in full force and effect.

3. Affiants further acknowledge that they have read and understand the following: 16 United States Code Section 1014:

   "Whoever knowingly makes any false statement or report... for the purpose of influencing in any way the action of... any institution the accounts of which are insured by the Federal Deposit Insurance Corporation, the Office of Thrift Supervision, any Federal home loan bank, the Federal Housing Finance Board, the Federal Deposit Insurance Corporation, the Resolution Trust Corporation, the Farm Credit System Insurance Corporation, or the National Credit Union Administration Board... upon any application... or loan... shall be fined not more than $1,000,000 or imprisoned not more than 30 years or both."

4. The agreements and covenants contained herein shall survive the closing of the mortgage loan transaction.

State of: CALIFORNIA

County of: ________________

Subscribed and sworn to (or affirmed) before me on this ___ day of ____________, 2011, by Greg Amaya, proven to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

My Commission expires: _____________________________   ________________________________

(Signature) _____________________________   (Notary Public)

SIGN HERE

Date/SEAL

NOTARY STAMP HERE

ALWAYS MAKE SURE YOUR STAMP IS COMPLETE, CLEAR, DARK ENOUGH TO RECORD IF NECESSARY AND NOT SMUDGED.

Online Documents, Inc.  GAOC 1007
USA PATRIOT ACT INFORMATION FORM
Customer Identification Verification

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer. When applying for a loan, applicants will be asked for their name, address, date of birth, and other information that will allow lenders to identify them. Applicants may also be asked to show their driver’s license or other identifying documents.

THE FOLLOWING CUSTOMER INFORMATION MUST BE OBTAINED TO BE IN COMPLIANCE WITH THE USA PATRIOT ACT. THIS INFORMATION MUST BE RETAINED FOR FIVE YEARS AFTER THE ACCOUNT IS CLOSED.

Borrower Name: Greg Amaya Test 41
Date of Birth:

Residential Address: 123 Loan Street, Costa
Mesa, CA 92626
Tax Identification Number (SSN): 000-00-0001

COMPLETE A SEPARATE FORM FOR EACH BORROWER.

FORMS OF IDENTIFICATION: Only One form of Verification is Required.

### First Document List -

<table>
<thead>
<tr>
<th>Country/State of Origin</th>
<th>ID Number</th>
<th>Date of Birth</th>
<th>Expiration Date</th>
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</thead>
<tbody>
<tr>
<td>California</td>
<td>K0690235</td>
<td>06/23/1955</td>
<td>06/23/2014</td>
</tr>
</tbody>
</table>

### Second Document List -

<table>
<thead>
<tr>
<th>Name of Issuer on Form</th>
<th>ID Number</th>
<th>Issuance Date</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Security Card</td>
<td>659-72-0002</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Do not verify identity with documents that illustrate income and/or assets if the documentation type for this loan precludes collection of such documentation.

Comments:
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

I certify that I have personally viewed and accurately recorded the information from the documents identified above, and have reasonably confirmed the identity of the Borrower.

YOUR SIGNATURE: ___________________________  PRINT YOUR NAME, NOTARY SIGNING AGENT: ___________________________  TODAY’S DATE: ___________________________

Signature
Printed Name/Title
Date

Online Documents, Inc.
EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); or because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is:

Office of the Controller of Currency
Customer Assistance Group
1301 McKinney St, Suite 3710
Houston, TX 77010

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for reporting.

Greg AmayaTest41 Date

SIGN HERE
NOTICE OF FURNISHING NEGATIVE INFORMATION

Borrower: Greg AmayaTest41  Date: JUNE 20, 2011

Loan Number: 111865

Property Address: 123 Loan Street
Costa Mesa, CA 92626

Lender: AMERICASH

In accordance with the implementation of the Fair and Accurate Credit Transactions Act of 2003, we are required to provide you the following statement as prescribed by Section 217:

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

SIGN HERE

Greg AmayaTest41  Date
**AMORTIZATION SCHEDULE**

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<th>Payment Amount</th>
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<th>Interest Portion</th>
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<th>Resulting LTV %</th>
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**THIS AMORTIZATION SCHEDULE IS BASED ON THE TERMS SET FORTH ABOVE AND ASSUMES THAT PAYMENTS ARE MADE AS SCHEDULED AND THAT NO PREPAYMENTS OCCUR PRIOR TO THE MATURITY DATE OF THE LOAN. IT IS PROVIDED AS AN EXAMPLE ONLY. IF IT IS FOR AN ADJUSTABLE RATE MORTGAGE LOAN, IT ASSUMES HYPOTHETICAL INTEREST RATE AND PAYMENT CHANGES THAT MAY DIFFER FROM ACTUAL CHANGES. PMI PAYMENTS MAY BE DISCONTINUED PRIOR TO REACHING THE PMI CANCELLATION DATE IF PREMIUMS WERE PAID AT THE TIME OF LOAN CLOSING.**

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GAMS 0905

PAGE 1
### AMORTIZATION SCHEDULE

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<th>Pmt. #</th>
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<th>Principal Portion</th>
<th>Interest Portion</th>
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**THIS AMORTIZATION SCHEDULE IS BASED ON THE TERMS SET FORTH ABOVE AND ASSUMES THAT PAYMENTS ARE MADE AS SCHEDULED AND THAT NO PREPAYMENTS OCCUR PRIOR TO THE MATURITY DATE OF THE LOAN. IT IS PROVIDED AS AN EXAMPLE ONLY. IF IT IS FOR AN ADJUSTABLE RATE MORTGAGE LOAN, IT ASSUMES HYPOTHETICAL INTEREST RATE AND PAYMENT CHANGES THAT MAY DIFFER FROM ACTUAL CHANGES. PMI PAYMENT MAY BE DISCONTINUED PRIOR TO REACHING THE PMI CANCELLATION DATE IF PREMIUMS WERE PAID AT THE TIME OF LOAN CLOSING.**

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### V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

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<th>Gross Monthly Income</th>
<th>Borrower</th>
<th>Co-Borrower</th>
<th>Total</th>
<th>Combined Monthly Housing Expense</th>
<th>Present</th>
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* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

### VI. ASSETS AND LIABILITIES

**ASSETS**

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<tr>
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**LIABILITIES**

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**Subtotal**

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**Net Worth** (as revised) | $ 230,500.00 |

**Total Liabilities** | $ 300,000.00 |
Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet)
Property Address (enter ST/field, ZIP/funding sale or R/financing being held for income) Type of Property Present Market Value Gross Mortgage & Liens

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SEE ATTACHMENT

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Use any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Schedule of Real Estate Owned

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<th>Property</th>
<th>Market Value</th>
<th>Gross Mortgage &amp; Liens</th>
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SEE ATTACHMENT

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<th>$300,000</th>
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Use any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Schedule of Real Estate Owned

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<th>Property</th>
<th>Market Value</th>
<th>Gross Mortgage &amp; Liens</th>
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</tbody>
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<th>Type</th>
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<th>Mortgage &amp; Liens</th>
<th>Gross Rnt</th>
<th>Mortgage Payments</th>
<th>Mntnce</th>
<th>Net Rnt</th>
</tr>
</thead>
<tbody>
<tr>
<td>123 Loan Street, Costa Mesa, CA 92626</td>
<td>R</td>
<td>STR</td>
<td>500,000</td>
<td>245,000</td>
<td></td>
<td>2,200</td>
<td>1,300</td>
</tr>
<tr>
<td>789 Round cir, Costa Mesa, CA 92626</td>
<td>R</td>
<td>STR</td>
<td></td>
<td>55,000</td>
<td>1,540</td>
<td>750</td>
<td>520</td>
</tr>
<tr>
<td>45 slow down, Mission Viejo, CA 92691</td>
<td>R</td>
<td>STR</td>
<td></td>
<td></td>
<td>1,200</td>
<td>300</td>
<td>900</td>
</tr>
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</table>
CALIFORNIA CREDIT SCORE DISCLOSURE

Borrower(s): Greg Amaya

Date: JUNE 20, 2011

Loan Number: 111865

Property Address: 123 Loan Street
Costa Mesa, CA 92626

Lender/Broker: AMERICASH

Loan Originator: Officer Test

License #: 2036
NMLS #: 2222

License #: 3333

Pursuant to Section 1785.20.2(a) of the CA Civil Code we are providing the following information regarding your credit score:

X Equifax
P.O. Box 740241
Atlanta, GA 30374
1-800-685-1111
www.equifax.com

The credit score used in evaluating your request for extension of credit is: 760
Credit Score Date: Credit Score Range: 300-850
The key factors that adversely affected your credit score are:

X TransUnion
P.O. Box 1000
Chester, PA 19022
1-800-888-4213
www.transunion.com

The credit score used in evaluating your request for extension of credit is: 740
Credit Score Date: Credit Score Range: 300-850
The key factors that adversely affected your credit score are:

X Experian
P.O. Box 2002
Allen, TX 75013
1-888-397-3742
www.experian.com

The credit score used in evaluating your request for extension of credit is: 750
Credit Score Date: Credit Score Range: 300-850
The key factors that adversely affected your credit score are:
ALONGE TO NOTE

LOAN #: 111865
LOAN AMOUNT: $250,000.00
PROPERTY ADDRESS: 123 Loan Street
Costa Mesa, CA 92626

ALONGE TO NOTE DATED JUNE 20, 2011
IN FAVOR OF AMERICASH, A CALIFORNIA CORPORATION

AND EXECUTED BY Greg Amaya/Test41

PAY TO THE ORDER OF JPMORGAN CHASE BANK, N.A.

WITHOUT RECOUSE AMERICASH, A CALIFORNIA CORPORATION

BY ____________________________

TITLE _________________________
This Policy explains what Chase does to keep information about you private and secure. We want you to know how we manage that information to serve you and that you have choices about how it is shared. This Policy covers our family of companies, a partial list of which is contained at the end of this Policy. Please read this Policy carefully.

Q. What information do you have about me?
A. To provide services and to help meet your needs, we collect information about you from various sources.

- We get information from your requests for our products or services. One example is income on loan applications.
- We get information about your transactions with us and with others. For example, we have your account balance information.
- We get information, such as your credit history, from credit bureaus.

Q. How do you safeguard information about me?
A. We take a number of steps to protect the privacy of information about you. Here are some examples:

- We keep information under physical, electronic or procedural controls that comply with or exceed governmental standards.
- We authorize our employees, agents and contractors to get information about you only when they need it to do their work for us.
- We require companies working for us to protect information. They agree to use it only to provide the services we ask them to perform for us.

Q. Is information about me shared within your family of companies?
A. Yes. We may share information about you within our family as required or permitted by law. This helps us to offer you financial products and services, such as loans, deposits, investments, credit cards and insurance.

Q. Is information about me shared with service providers and financial companies outside your family of companies?
A. Yes, as permitted by law. We may share information about you with outside companies that work for us. These may include firms that assist in marketing our products. We may also share information about you with outside financial companies that have joint marketing agreements with us. These arrangements give you the opportunity to receive additional products or services.

Q. Is information about me shared with non-financial companies outside your family of companies?
A. Yes. We may share information about you with non-financial companies outside of our family as permitted by law, including retailers, auto dealers, auto makers, direct marketers, membership clubs and publishers.

Q. Is information about me shared in any other ways?
A. Yes. We may also share information about you in other ways, as required or permitted by law. Here are some examples of ways that we share information:

- To protect against fraud.
- To respond to a subpoena.
- To service your account.
- To report to a credit bureau.
- With your consent.

Q. What choices do I have about information sharing and use?
A. We offer you the following three choices about sharing information that identifies you:

**Choice #1.** Third party sharing: You may tell us not to share information about you with non-financial companies outside of our family of companies. Even if you do tell us not to share, we may do so as required or permitted by law. Also if you have authorized us to share information in connection with a particular product or service, we will continue to share information about you in connection with that product or service. For example, you might have a credit card with one of our airline, retail or university partners that offers rewards programs.

**and**

**Choice #2.** Affiliate sharing: You may tell us not to share the following information about you within our family of companies:

- Information from your applications to be used to determine your eligibility, such as your income.
- Information from consumer credit reports, such as your credit history.
- Information from sources used to verify information you provide us, such as outstanding loans or employment history.

Even if you do tell us not to share, we may share other types of information within our family. For example, we may share name and address, information about transactions or balances with us, as well as survey results.
SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this ___ day of ________________, 19___, by

owner of the land hereinafter described and hereinafter referred to as "Owner", and

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT, WHEREAS,

did execute a deed of trust dated ________________, as Trustee, covering

to secure a note in the sum of ________________, dated ________________, in favor of

which was recorded ________________, in Docket ________________, at page ________________, or

Recording No. ________________, Official Records of said County; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of ________________, dated ________________, in favor of

hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein above described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, it is understood by the parties executing this agreement that any loan proceeds obtained by the owner may be unconditionally expended for any purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned;

2. That Lender would not make its loan above described without this subordination agreement; and
Warranty Deed

For the consideration of Ten Dollars, and other valuable consideration, I, or we,

JOHN SMITH AND MARY SMITH

THESE ARE THE GRANTORS

do hereby convey to

ROBERT JONES AND SHIRLEY JONES, HUSBAND AND WIFE, AS JOINT TENANTS

WITH THE RIGHT OF SURVIVORSHIP

THESE ARE THE GRANTEES

the following real property located in MARICOPA County, Arizona:

LEGAL DESCRIPTION GOES HERE

Subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

Dated: JANUARY 5, 2010

JOHN SMITH

MARY SMITH

State of ARIZONA

County of MARICOPA

}ss. Date of Acknowledgement JANUARY 6, 2010

Acknowledgement of JOHN SMITH AND MARY SMITH

This instrument was acknowledged before me this date by the persons above-subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

Notary Public

My Commission Expires: 09/04/2012

State of YOUR STATE

County of YOUR COUNTY

}ss. Date of Acknowledgement DATE OF SIGNING

Acknowledgement of NAME OF PARTY OR PARTIES THAT SIGNED BEFORE YOU ON THE SAME DAY.

This instrument was acknowledged before me this date by the persons above-subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

NOTARY STAMP

NOTARY SIGNATURE

Notary Public

My Commission Expires: ON YOUR COMMISSION

NOTE: The parties are cautioned that by completing and executing this document, legal rights, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same.
STATE OF CALIFORNIA,

County of

That Certificate of Death, is the same person as named as one of the parties in that certain executed by to as joint tenants, recorded as Instrument No. , page , of Official Records of County, California, covering the following described property situated in the County of , State of California:

That the value of all real and personal property owned by said decedent at the date of death, including the full value of the property above described, did not then exceed the sum of $ State of California, County of County where your feet are planted

Subscribed and sworn to (or affirmed) before me on this 20th day of June 2011 , by name of surviving joint tenant proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me

Date: June 20, 2011

NOTARY SIGN HERE

Signature

YOUR NAME PRINTED

Name Typed or Printed

NOTARY STAMP HERE FOR NOTARY SEAL OR STAMP
RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name
Street
Address
City &
State
Zip

Title Order No. Escrow No.

SPACe ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS $ ______________________

unincorporated area City of ______________________

Parcel No.

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

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

hereby GRANT(S) to

the following described real property in the

county of ______________________, state of California

Dated ______________________

STATE OF CALIFORNIA
COUNTY OF ______________________

On ______________________ before me, ______________________

(here insert name and title of the officer)

, personally appeared ______________________

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

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

WITNESS my hand and official seal

Signature ______________________

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name
Street Address
City & State
Interspousal Grant Deed

THE UNDERSIGNED GRANTOR DECLARES

The Documentary transfer tax is (none).

There is no consideration for this transfer. This is an interspousal transfer under Revenue & Taxation Code § 63.

Parcel No. __________________________

hereby GRANT(S) to

Grantor, Grantee,

the following described real property in the

County of __________________________, state of California

THE GRANTOR IS EXECUTING THIS INSTRUMENT FOR THE PURPOSE OF RELINQUISHING ALL OF GRANTORS RIGHTS, TITLE AND INTEREST INCLUDING, BUT NOT LIMITED TO, ANY COMMUNITY PROPERTY INTEREST IN AND TO THE LAND DESCRIBED HEREIN AND PLACE TITLE IN THE NAME OF THE GRANTEE, AS HIS/HER SEPARATE PROPERTY.

Dated __________________________

STATE OF CALIFORNIA
COUNTY OF __________________________

On __________________________ before me,

(here insert name and title of the officer)

, personally appeared __________________________

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

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

WITNESS my hand and official seal

Signature __________________________

(Make area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name __________________________
Street Address __________________________
City & State __________________________
Disclaimer Deed

WITNESSETH THIS DISCLAIMER DEED, made by

Hubert Husband

hereinafter called the "undersigned" to

Winona Wife

hereinafter called "the spouse,"

WHEREAS:

1. The spouse has acquired title to the following described property located in Whatever County, Arizona:

LEGAL DESCRIPTION GOES HERE

2. The property above described is the sole and separate property of the spouse having been purchased with separate funds of the spouse or was a gift or devise made to the spouse as the spouse's sole and separate property.

3. The undersigned has no past or present right, title, interest, claim or lien of any kind or nature whatsoever in, to or against said property.

4. This instrument is executed, not for the purpose of making a gift to the spouse, but solely for the purpose of clearly showing of record that the undersigned has and claims no interest in and to said property.

NOW THEREFORE, in consideration of the premises, the undersigned does hereby disclaim, remise, release and quit claim unto the spouse and to the heirs and assigns of said spouse forever, all right, title, interest, claim and demand which the undersigned might appear to have in and to the above described property.

Dated: DATE OF SIGNING

State of County of }ss.

Date of Acknowledgement

Acknowledgement of

This instrument was acknowledged before me this date by the persons above-subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

NOTARY STAMP HERE

My commission expires:

NOTE: The parties are cautioned that by completing and executing this document, legal rights, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same.
CERTIFICATION OF TRUST

The undersigned, trustee(s) of the [Name of the Trust here such as the Smith Family Trust dated March 30, 2005], confirm the following facts:

(1) The above trust is in existence and the trust instrument was executed March 30, 2005 (date).

(2) The settlor or settlors of the trust is/are: [Name of Trustees]

(3) The trustee or trustees of the trust is/are; [Name of Trustees]

Usually a Revocable Trust but

(4) The trust is [revocable or irrevocable] (revocable or irrevocable)

(5) If there is a power to revoke the trust, the person holding the power to revoke is [Probable names of trustees].

(6) If there are multiple trustees, the signature authority of the trustees is [Signature authority of trustees].

(7) If there are multiple trustees, the number of the currently acting trustees required to sign in order to exercise various powers of the trustee is [Number of currently acting trustees].

(8) The trust identification number is [Social security number or an employer identification number].

(9) The manner in which title to trust assets should be taken is [Manner of title].

(10) The trust has not been revoked, modified, or amended in any manner which would cause the representations contained in the certification of trust to be incorrect.

(11) This Certification is being signed by all of the currently acting trustees of the trust. DATED: [Date of signing]
CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA, )
COUNTY OF _____________ )

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

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

WITNESS my hand and official seal.

Signature ____________________________ (Seal)
BORROWERS’ AFFIDAVIT AS TO DEBTS AND LIENS

STATE OF COLORADO
COUNTY OF BROWN

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called Affiant, whether one or more) and each on his or her oath, deposes and says, as follows:

1. Affiant is the owner of the following described property (the “Property”):

2. See Exhibit “A” attached hereto and incorporated here in by reference.

3. Affiant desires to obtain a loan secured by the Property and has requested Old RepublicTitle Insurance Company to issue a title policy guarantying the title to the Property to the Lender.

4. In connection with the issuance of such policy, Affiant makes the following statement of facts:

   • That Affiant owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Affiant, and that no Federal or State Liens have been filed against Affiant.

   • That there are no delinquent State, County, City, School District, Water District or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, Municipal Water District or other governmental agency for taxes levied against the Property.

   • All labor and material used in the construction of improvements or repairs, if any, on the Property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, or the Property, and Affiant hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied and there are no Mechanic’s or Material men’s liens or claims against the Property.

   • That no paving assessments or liens have been filed against the Property, and Affiant owes no paving charges.

   • That there are no judgment liens filed against Affiant.

   • That there are no suits pending against Affiant in Federal or State Court.

   • That Affiant knows of no adverse claim to the Property and that so far as Affiant knows, there are no encroachments or boundary conflicts.

   • That there are no outstanding home improvement loans, recorded or unrecorded, except as follows: None; or: ____________________________.

   • That Affiant has not sold, contracted to sell, or conveyed any part of the Property.

   • No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems,
venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the Property, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following: [x] None; or: Secured Party: ______________ and Approximate Amount: ____________________

- That there are no loans of any kind on the Property, except as follows: [x] None; or: ____________________

4. Affiant recognizes that but for the making of the hereinabove statements of fact relative to the Property, the Lender would not issue a title policy on the Property and that such statements have been made as a material inducement for the issuance of the title policy.

INDEMNITY: WE AGREE TO PAY ON DEMAND TO THE LENDER AND/OR TITLE COMPANIES IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS, CLAIMS, OR RIGHTS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS, LIENS OR CLAIMS OR RIGHTS EITHER CURRENTLY AGAINST THE PROPERTY, OR A PART THEREOF, OR THAT ARE SUBSEQUENTLY ESTABLISHED AGAINST THE PROPERTY AND ARE CREATED BY ME/US, KNOWN TO ME/US, OR HAVE AN INCEPTION DATE PRIOR TO THE CLOSING OF THIS TRANSACTION AND RECORDING OF THE DEED AND/OR MORTGAGE.

WITNESS my hand this 15th day of ____________, 20__.

This form when signed by the notary, constitutes both an Acknowledgment and a Jurat. The Jurat is the top one.

SWORN TO AND SUBSCRIBED BEFORE ME, by JAMES DOUGLAS SMITH AND MARY ANN SMITH this 15th day of JULY 20__.

STATE OF ____________ *
COUNTY OF ____________ *

This instrument was acknowledged before me this 15th day of ____________, 20__.

And a second seal here. This one is the acknowledgment.
BORROWER'S LIABILITY FOR INSUFFICIENT PAYOFFS

The Borrower hereby acknowledges that the possibility exists that the amount(s) being collected to satisfy their debt(s), as enumerated on the first page of the Settlement Statement, may be insufficient to satisfy said debts. Borrower further acknowledges that they shall remain responsible for said debts and will undertake, once notified of any insufficient payoff amounts, to satisfy the remaining outstanding balance immediately.

Borrower agrees to indemnify and save Cogent Closing Associates, LLC harmless against any and all liability, costs, losses, damages, attorneys’ fees, and expenses of whatever kind or nature which the Company may incur or sustain as a result of any insufficient amounts paid in a timely manner. Furthermore, if the Borrower fails to expeditiously satisfy any outstanding debts due to insufficient payoffs, then the Borrower agrees that the Company, in its sole discretion, may satisfy such insufficient amounts owing, and the Borrower agrees to re-pay the Company the amount paid on their behalf, plus any and all expenses incurred by the Company resulting from satisfy the insufficiency.

Further, in the event that the Company commences an action against Borrower to enforce its rights under this Agreement or to seek the recovery of any sums for any liability, costs, losses, damages, attorneys’ fees and/or other expenses incurred by the Company for which the Borrower is liable under this Agreement, the Borrower shall also be liable for all costs of any such action brought by the Company including reasonable attorneys’ fees.

Dated ___________________, 20______.

____________________________
Print Borrower Name

____________________________
Print Borrower Name

STATE OF IN
COUNTY OF Morgan

THIS _____ day of __________________, 20_____ , before me personally appeared ________________, to me known and known by me to be the party/parties executing the foregoing instrument, and he/she/they acknowledged said instrument, by him/her/them executed, to be his/her/their free act and deed.

____________________________
Notary Public
My Commission Expires:
ALL-PURPOSE ACKNOWLEDGMENT

State of: INDIANA
County of: MONROE

On JULY 18, 2011 before me, YOUR NAME
DATE NAME OF NOTARY PUBLIC

personally appeared MARTHA M. SMITH
NAME(S) OF SIGNER(S)

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), an 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 OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons
relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

BORROWER AFFIDAVIT
TITLE OR TYPE OF DOCUMENT
TWO (2)
NUMBER OF PAGES
JULY 18, 2011
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT
STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION

Order No.: CL110097403LD

This statement is to be signed personally by each party to the transaction and both husband and wife before title is
when filled in completely. It serves to establish identity, eliminate matters affecting personnel of similar names,
identity, forgery, and speed completion of your title order.

[PLEASE PRINT FULL NAMES] PLEASE

---

First Name: Full Middle Name (if none, indicate) Last Name:  
Social Security No.:  
Full Name of: ☐ Wife ☐ Husband Ever Filed Bankruptcy: Yes ☐ No ☐ U.S. Citizen: Yes ☐ No ☐  
Year of Birth:  
Full Name of: ☐ Wife ☐ Husband Ever Filed Bankruptcy: Yes ☐ No ☐ U.S. Citizen: Yes ☐ No ☐  
Year of Birth:  
Full Name of: ☐ Wife ☐ Husband Ever Filed Bankruptcy: Yes ☐ No ☐ U.S. Citizen: Yes ☐ No ☐  
We were married on: Date at City and State  
Wife's maiden name:  
Driver's License No.: Husband's Wife's  
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RESIDENCE(S) DURING PAST 16 YEARS

Number and Street: City and State: From (Date) to (Date)  
Number and Street: City and State: From (Date) to (Date)  
Number and Street: City and State: From (Date) to (Date)  
(If more space is needed, please use reverse side of form.)

Husband's

Occupation: Firm Name: Address: From (Date) to (Date)  
Occupation: Firm Name: Address: From (Date) to (Date)  
Occupation: Firm Name: Address: From (Date) to (Date)  
(If more space is needed, please use reverse side of form.)

Wife's

Occupation: Firm Name: Address: From (Date) to (Date)  
Occupation: Firm Name: Address: From (Date) to (Date)  
Occupation: Firm Name: Address: From (Date) to (Date)  
(If more space is needed, please use reverse side of form.)

BUSINESS(S) OWNED OR OPERATED IN THE LAST 16 YEARS

☐ Husband  
☐ Wife  
☐ Husband  
☐ Wife  

Business Address: From (Date) to (Date)  
Business Address: From (Date) to (Date)  
Business Address: From (Date) to (Date)  
(If more space is needed, please use reverse side of form.)

FORMER MARRIAGE(S)

If no former marriages, write "None."  
Name of former wife:  
Deceased: Divorced: Where:  
Date: Date: City and State  
Name of former husband:  
Deceased: Divorced: Where:  
Date: Date: City and State  
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THIS PORTION IS TO BE COMPLETED BY THE PROPERTY OWNER (INCLUDING ABOVE PORTIONS)

The street address in this transaction is: 4 LIBERTY COURT, BARNESWAT, IN 88876.  
The land is unimproved ☐, or improved with a structure of the following type: ☐ Single or 1 to 4 Family ☐, Condominium Unit ☐, Other ☐.  
Improvements, remodeling or repairs to this property have been made within the past six months. Yes ☐ No ☐  
If "Yes", have all of the costs for labor and materials arising in connection therewith been paid in full? Yes ☐ No ☐  
The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Executed on: Date at City and State  
SIGNATURE  
Home Phone:  
Business Phone:  
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Statement of Information  
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40132767/T117
THE FOLLOWING ARE SEVERAL DOCUMENTS YOU NEED TO PAY CLOSE ATTENTION TO.

INFORMATION CONTAINED THERE WILL BE INCLUDED ON THE EXAM!
NON BORROWING SPOUSE DOCUMENTS

**Definition:** A non-borrowing spouse often called an “nbs”, is a spouse who is on the title to the property. However the credit or employment of this spouse was not taken into consideration when processing the loan so they are not obligated on the loan. They will NOT be signing the Note, the 1003 or most of the documents.

In the event that you are advised in writing or verbally, that there is a Non-Borrowing spouse involved in the transaction, there are 2 scenarios that could occur.

#1: The documents the nbs will be signing are clearly marked with a signature line and the name of the nbs under the line. You will have the nbs sign only those marked documents.

#2: Or there will be an instruction that you must have the nbs sign all of the “title documents” and they will not provide you with a list of those documents requiring the signature of the non-borrowing spouse.

Most lenders will provide a signature line where they want the nbs to sign. If they do not provide you with the list, here is a list of the most critical documents they will sign. You can carry this list with you and that will help you identify those documents that need to be signed.

1. Mortgage or Deed of Trust (because they are either on title or may have an interest in the title if in a community property state)
2. All Riders attached to the Deed of Trust or Mortgage.
3. Truth in Lending Disclosure
4. Notice of Right to Cancel

Items 1 through 4 always require the signature of the non-borrowing spouse.

And.....sometimes you will be directed to have the non-borrowing spouse sign the following documents:

6. Itemization of Amount Financed
7. Document Correction Agreement
8. Compliance Agreement

In the event you go to a signing and there is no indication on the documents that the borrower is married and they introduce you to a spouse, you cannot take it upon yourself to have the spouse sign. Usually the lender is aware that there is a spouse but are also aware that there was a deed recorded previously which removed the spouse from the title. Or there may be a deed in the package removing the spouse from title. Sometimes they borrower will introduce you to their spouse but they are not legally married. So in these instances, you can ask the borrower if the lender is aware there is a spouse. If they say no, you might want to call the vendor and ask what they want you to do.

**NEVER ASSUME WHAT YOU SHOULD DO ..... ALWAYS ASK!**

They would much rather you call and ask than get incorrect documents back.
Power of Attorney Notary Signings

It is common for notaries to get a job notarizing a signature of a grantor on a power of attorney document. It is also common for a signer who is the attorney in fact to sign documents in their official capacity as an attorney in fact. You need to know how to handle this document properly.

Types of powers of attorneys
First of all, as a notary public, you are not required to understand the contents of the document. For an acknowledged signature, the signer should be named in the document and should sign it. Other than that, it is critical that make sure the signer understands this very powerful document, and you shouldn’t have any indication that the document is fraudulent. If you have any doubts about the signer understanding what it is they are signing, do not continue! There are banking powers of attorney, durable powers of attorney, health care powers of attorney, and living trusts which are a sort of power of attorney. There are other types too, but these are the most common ones.

What does a notary need to know about powers of attorney?
You need to know who the grantor and grantee is. You need to know who an attorney in fact is (the grantee). You need to know how the attorney in fact signs a document.

Is the form I am using acceptable?
Notaries may NOT recommend particular power of attorney forms, nor should they assist in filling them in. The notary should look for blanks, and refuse to notarize if there are any blanks in the document. You might tell the client that they should check with the document custodian (whomever they are submitting the documents to), to see what type of paperwork they will accept. What is legal and what is acceptable to the recipient are often two different things.

Banking power of attorney
Most banks have their own power of attorney form which is on card stock. If asked to notarize a banking power of attorney, just do what the client asks within the limits of the law, but for your knowledge, you should be aware that the bank may not accept a power of attorney that they didn’t draft and that the client might be advised to check with the bank before doing any business with a notary public.

How does an attorney in fact sign?
The person who has been granted special powers from a power of attorney is the grantee or attorney in fact. They can sign one of two ways. If the grantor is John Doe, and the attorney in fact is Sally Smith, here is how Sally signs on behalf of John.
(1)  John Doe, by Sally Smith, his attorney in fact
(2)  Sally Smith, as attorney in fact for John Doe
(3)  Initials:  jd by ss AIF  or  jd by ss atty in fact
(4)  Initials:  ss aif for jd  or  ss atty in fact for jd

Power of attorney documents at a loan signings
It is not up to the notary to determine the validity of the Power of Attorney document. The title company is responsible for verifying its validity and the lender to accept it. The notary is only responsible for the proper execution of the document. You may be instructed to collect a copy of the Power of Attorney. The documents will most likely not have the attorney in fact verbiage on the signature lines so it is a good idea to prepare a piece of paper showing proper way to sign. .
POWER OF ATTORNEY

There will be many times you will need to deal with someone using a Power of Attorney to allow someone other than themselves to sign documents for them.

This may be because that person is going to be out of town or otherwise unavailable.

We as signing agents do not need to be concerned with the validity of a Power of Attorney. That is the responsibility of the title company.

You only concern is to make sure that the signer signs correctly.

For instance, you have the names of two people on the documents:

James B. Martin and Beverly L. Martin. Mr. Martin has executed a POA (power of attorney) in favor of his wife and she will be signing all of the documents both for her husband and herself.

She will sign for her husband as follows:

**James B. Martin by Beverly L. Martin, as his attorney in fact.**

When initialing documents for her husband she will initial as follows:

**Jbm by blm, atty in fact**

And the wife will of course just sign her name on behalf of herself.
RESCISSION

When we talk about rescission it is about the borrower’s right to cancel a loan within 3 business days after the date of signing their loan documents. The right is provided to them as a part of the FEDERAL Real Estate Settlement Procedures Act (RESPA) law. Every state should adhere to this federal law.

HOW TO DETERMINE THE RESCISSION DATE:

When determining the rescission date you begin counting BUSINESS days after the date of the signing.

If a signing takes place on Monday the 5th of the month you do not count Monday the 5th. You do count Tuesday the 6th, Wednesday the 7th and Thursday the 8th. The rescission date is therefore Midnight of Thursday the 8th.

If the signing takes place on Friday the 5th of the month, you do not count Friday the 5th. Saturday is considered a business day so you count Saturday the 6th. Sunday is never a business day so Sunday the 7th does not count. Monday the 8th counts and Tuesday the 9th counts. So therefore the rescission date is Midnight Tuesday the 9th of the month.

HOLIDAYS:

Remember only business days count. So, you have a signing on Friday December 23rd. You do not count that day of signing. You do count Saturday December 24th. Since Christmas falls on Sunday December 25, you do not count Sunday. Most companies will then consider the Christmas holiday to extend to Monday so count Tuesday the 27th and Wednesday the 28th. Your rescission date should be Midnight Wednesday December 28th. This scenario happened in 2010 on the July 4th holiday and a lot of notaries got the rescission date wrong. There were even some rescission calendars which were wrong. If unsure on holidays ALWAYS call and ask what day the lender wants you to use.

I believe that just like a second grader who cannot add 2 + 3 without using a calculator, there are notaries who are incapable of being able to figure out rescission dates. This is not a good thing. You need to be able to rely on your own abilities.

CROSS OUTS:
If you have a Notice of Right to Cancel with incorrect dates, these are the steps you must take to correct:
First, Read your instructions! Some lenders do not want cross outs!
Second, call the vendor and get permission and instructions as to how they would like to have this correction made.
Third, if you cannot get in touch with anyone, cross out incorrect dates, write in the correct dates and have all borrowers initial all corrections.

YOU MUST ALWAYS LEAVE TWO COMPLETED AND SIGNED COPIES OF A NOTICE OF RIGHT TO CANCEL WITH THE BORROWER WITHOUT EXCEPTION!!!!
We have now concluded our presentation of refinance loan documents.

Please feel free to download these documents to either keep them on your computer, or print them out as reference source as you begin your career as a Professional Signing Agent.

If you have any questions, please feel free to call our Student Hotline at: 916-777-5931
Or
Send an email to: notary2pro@gmail.com