

# Confidently Identify Loan Documents that Need Notarization

---

**Laura Biewer**

NNA Notary Services Instructor



# Poll Question

Tell us about yourself:

- This is my first NSA webinar
- I have attended 1 previous NSA webinar
- I have attended more than 2 NSA webinars
- I have attended more than 3 NSA webinars

# Presentation Goals



# Loan Documents Always Notarized

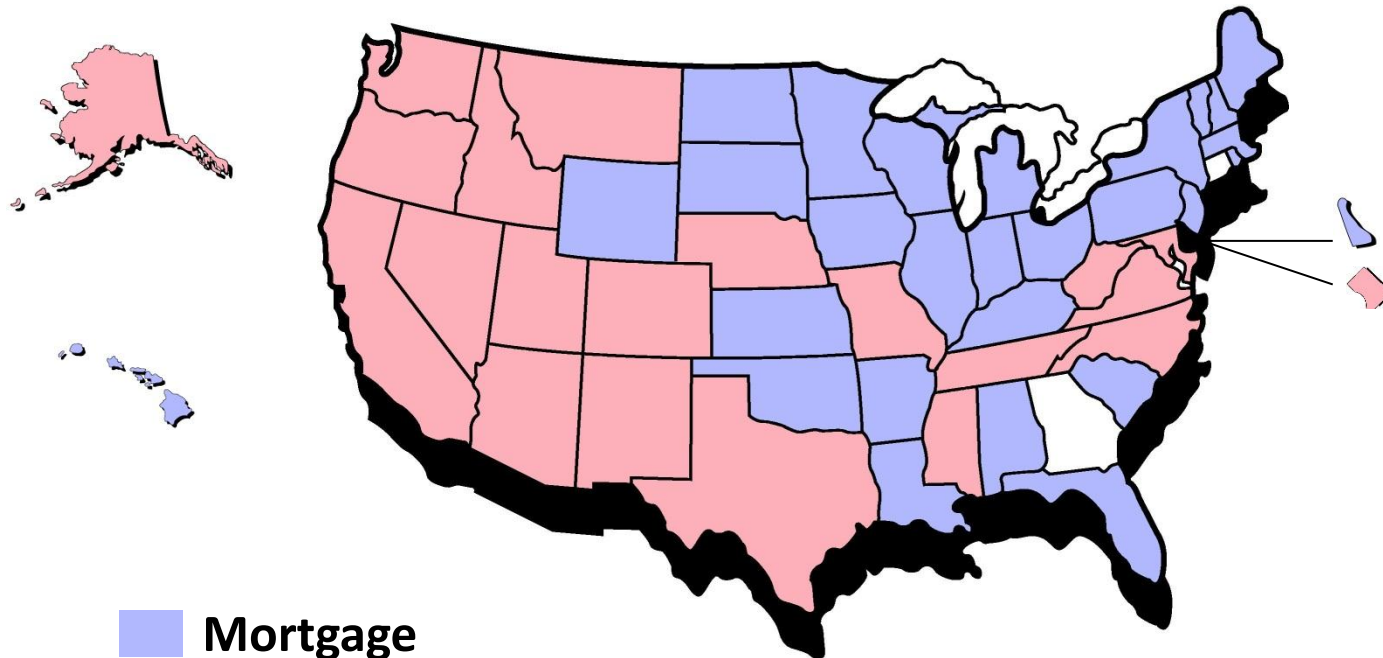
## Mortgage

- Security instrument in which a borrower pledges to repay the loan by pledging the property as collateral.
- Two party contract (borrower and lender)

## Deed of Trust

- Security instrument in which a third party (trustee) holds title in trust for the benefit of the lender (beneficiary) until the borrower pays off the loan. When the loan is paid off, title is conveyed to the borrower.
- Three party contract (borrower, trustee and beneficiary)

# Mortgages and Deeds of Trust



 Mortgage  
 Deed of Trust

**Connecticut uses a Mortgage Deed**  
**Georgia uses Security Deed**

After Recording Return To:  
ANPAC FUNDING CORP. D/B/A ANPAC LENDING GROUP  
1401 COVE STREET, SUITE 100  
NEWPORT BEACH, CALIFORNIA 92660

Recording Requested By:  
ANPAC FUNDING CORP. D/B/A ANPAC LENDING GROUP  
1401 COVE STREET, SUITE 100  
NEWPORT BEACH, CALIFORNIA 92660

\_\_\_\_\_**[Space Above This Line For Recording Data]**\_\_\_\_\_

2500020183

## 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 **OCTOBER 02, 2011**, together with all Riders to this document.

(B) **"Borrower"** is **BARRY BORROWER AND BARBARA BORROWER HUSBAND AND WIFE AS COMMUNITY PROPERTY**

Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is **ANPAC FUNDING CORP. D/B/A ANPAC LENDING GROUP, A CALIFORNIA CORPORATION**

Lender is a **CORPORATION** organized and existing under the laws of **THE STATE OF CALIFORNIA**.

Lender's address is **1401 COVE STREET, SUITE 100 NEWPORT BEACH, CALIFORNIA 92660**

Lender is the beneficiary under this Security Instrument.

(D) **"Trustee"** is **VAN MORRISON -- GENERAL COUNSEL  
1401 COVE STREET, SUITE 100 NEWPORT BEACH, CALIFORNIA 92660**

(E) **"Note"** means the promissory note signed by Borrower and dated **OCTOBER 02, 2011**, The Note states that Borrower owes Lender **ONE HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED AND 00/100 -----** Dollars (U.S. \$166,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **NOVEMBER 01, 2021**.

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

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

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

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Other(s) [specify] _____
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	_____

**(I) "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.

**(J) "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.

**(K) "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.

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

**(M) "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.

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

**(O) "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.

**(P) "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.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY** of **LOS ANGELES**

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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

which currently has the address of **1000 ANYWHERE STREET**

[Street]

**ANY CITY, AS 00000**

("Property Address"):

[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 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.

\*\*\*\*\*

**NOTE: THIS DEED OF TRUST HAS BEEN ABRIDGED FOR PRESENTATION PURPOSES**

\*\*\*\*\*

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

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.

Witnesses:

\_\_\_\_\_ (Seal)  
**BARRY BORROWER** - Borrower

\_\_\_\_\_ (Seal)  
**BARBARA BORROWER** - Borrower

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

State of California )

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_,

\_\_\_\_\_ (Seal), 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.

\_\_\_\_\_ (Seal)



# Commonly Notarized Loan Documents

1

## Correction Agreement/LPOA

---

- Appoints an agent (attorney in fact) to make corrections to clerical errors in the loan documents.
- In a related document called the “Compliance Agreement” a borrower agrees to “comply” with requests from the lender to correct clerical errors.
- Purpose is to ensure loan may be sold in the secondary market.

## Correction Agreement Limited Power of Attorney

On **NOVEMBER 10, 2011**, the undersigned borrower(s), for and in consideration of the approval, closing and funding of their mortgage loan ( # **0048382555** ) hereby grant as settlement agent and/or **WELL CITY BANK, N. A.**

as lender limited power of attorney to correct and/or execute or initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by the undersigned at settlement. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.

**THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO INCREASE THE INTEREST RATE THE UNDERSIGNED IS PAYING, INCREASE THE TERM OF THE UNDERSIGNED'S LOAN, INCREASE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE OR INCREASE THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENTS.** Any of these specified changes must be executed directly by the undersigned.

This limited power of attorney shall automatically terminate 120 days from the closing date of the undersigned's mortgage loan.

IN WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney as of the date and year first above referenced.

\_\_\_\_\_  
Borrower  
Typed Name: **EVE DAVID**

\_\_\_\_\_  
Borrower  
Typed Name:

\_\_\_\_\_  
Borrower  
Typed Name:

\_\_\_\_\_  
Borrower  
Typed Name:

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )SS  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

# Commonly Notarized Loan Documents

2

## Signature Certification/Affidavit

---

- Known by various names – “Name Affidavit”, “One and the Same Affidavit”, “AKA Statement”, etc.
- Purpose is to ensure borrower: (1) is signing with the correct legal name, (2) is signing with the borrower’s true and correct signature, and (3) is one and the same person as any other additional names documented in credit or title reports and other financial transactions disclosed to the lender.

LENDER: PRIME FINANCIAL LENDING, INC.

LOAN: 9879994444999999999

DATE: JULY 7, 2011

PROPERTY ADDRESS: 897 WEATHERSPOON AVE., BEVERLY HILLS, CA 90211

**SIGNATURE CERTIFICATION/AFFIDAVIT**

I HEREBY CERTIFY THAT I, JOSEPH ROHEN, DO SIGN MY NAME AS FOLLOWS. THIS IS MY TRUE AND ACCURATE SIGNATURE:

\_\_\_\_\_  
BORROWER

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn and Subscribed before me, a notary for the jurisdiction given this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires: \_\_\_\_\_

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE SIGNATURE ON THE ABOVE CAPTIONED BORROWER AND HE/SHE HAS CONSISTENTLY SIGNED HIS/HER NAME ON ALL DOCUMENTS WITHIN OUR FILE AS HE/SHE DID ON THE NOTE.

\_\_\_\_\_  
Lender Representative Title

**NAME AFFIDAVIT**

Complete if AKA (also known as) is required.

THIS IS TO CERTIFY THAT:

JACK ROHEN,

JOSEPH E. ROHEN,

& JOSEPH ROHEN ARE ONE AND THE SAME PERSON. THIS NAME AFFIDAVIT IS COMPLETED IN CONNECTION WITH DOCUMENTS TO OBTAIN A FIRST MORTGAGE LOAN ON THE SUBJECT PROPERTY.

Please sign each way name appears.

\_\_\_\_\_  
BORROWER:

\_\_\_\_\_  
BORROWER:

\_\_\_\_\_  
BORROWER:

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn and Subscribed before me, a notary for the jurisdiction given this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires: \_\_\_\_\_

# Commonly Notarized Loan Documents

3

## Occupancy/Financial Status Affidavit

---

- Lenders require this affidavit to give borrowers a lower interest rate on owner-occupied properties than second homes.
- Purpose is to require borrower to certify: (1) the property will be borrower's principal residence and that (2) the borrower's employment and financial condition have not materially changed since borrower applied for the loan.

**OCCUPANCY AFFIDAVIT AND FINANCIAL STATUS**

TO:  
Federal Housing Administration  
Fannie Mae  
Freddie Mac  
Department of Veterans Affairs

PROPERTY ADDRESS: <b>3253 HARDWIN STREET, LAS VEGAS, NV 89052</b>	FHA / Fannie Mae / Freddie Mac / VA CASE NO.:
Section:	

We the undersigned purchaser(s) of the above captioned property understand that one of the conditions of our loan is that we occupy the subject property and we do hereby certify as follows:

- ( ) We will occupy the subject property upon close of escrow; if unable to occupy by close of escrow, we will occupy by the following date
- ( X ) We now occupy the subject property.

We the undersigned purchaser(s) also hereby certify that there have been no significant changes in our financial status; i.e., employer, income, available cash, etc., and that our loan application to FHA/VA or conventional lender reflects our current financial position.

We are aware of and understand that if we fail to move into the property by the specified time that we are subject to prosecution under Section 1010, Title 18, United States Code, Federal Housing Administration Transactions, and that we are liable to be fined not more than \$5,000, or imprisoned not more than two years, or both. We are aware of and understand that other Federal Statutes provide severe penalties for any fraud or misrepresentation made for the purpose of influencing the issuance of any guaranty or insurance or the making of any loan by the Secretary of Veterans Affairs.

\_\_\_\_\_  
**BRUCE D. SOWER** Borrower

\_\_\_\_\_  
**ERIKA SOWER** Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

STATE OF **NEVADA**

County SS:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ .

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed)

My Commission Expires:

# Uncommonly Notarized Loan Documents

1

## HOA Dues Affidavit

---

- This document is requested by a lender prior to closing a loan related to the sale or refinancing of a home when the property is in a homeowners association.
- Purpose is to establish that homeowner is current with homeowner's association dues and that there are no outstanding assessments due from the HOA.

**Homeowners Association Affidavit**

BEFORE ME, the undersigned authority, personally appeared Jonathan D. Stephens, a Single Person, who being first duly sworn, on oath, deposes and says:

- 1. That affiant(s) herein are the owner(s) of record of the following described real property (hereafter referred to as the property):

**LOT 15; BLOCK H; OF CAROLINA TRACE SUBDIVISION AS RECORDED IN PLAT BOOK 45, PAGE 91, OF THE PUBLIC RECORDS OF CALHOUN COUNTY, ALABAMA**

- 2. That affiant(s) belong to ABC Homeowners Association, to which dues are paid pursuant to the Covenants, Conditions and Restrictions shown on Title Commitment number CLASS1 attached hereto. The dues may be a lien on the above described real property. The Association has not responded to our inquiry for information. If any dues are found to be due, the affiant agrees to pay such dues within seven (7) days of written notification of same and provide written proof to Titlesoft, Inc..
- 3. Affiant(s) further state that he/she/they are each familiar with the nature of an oath and with the penalties as provided by law for falsely swearing to statements made in an instrument of this nature. Affiant(s) further certify that they have read, or have heard read to them, the full facts of this affidavit and understand its contents.

\_\_\_\_\_  
Jonathan D. Stephens

State of **ALABAMA** )  
County of **BLOUNT** )

This foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2011, by Jonathan D. Stephens, a Single Person. (check one:)  said person(s) is/are personally known to me  said person(s) provided the following type of identification:

\_\_\_\_\_  
Notary signature

Print name

NOTARY SEAL



# Uncommonly Notarized Loan Documents

## 2

## Certification of Trust

---

- The “Certification of Trust” or “Trust Certificate” is a condensed version of a declaration of trust which is accepted in place of the actual trust.
- Purpose is for trustees of a family trust making the loan to certify the existence of and make representations concerning the trust.

**TRUST CERTIFICATE**

Principal	Loan Date	Maturity	Loan No	Call/Coll	Account	Officer	Initials
\$49,373.00	07-16-11	07-30-26	426100000000		426100000000		
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.							

**Borrower:** Barry and Barbara Borrower  
2812 NARROW LN  
COLUMBUS, OHIO 43216

**Lender:** Bank 10 NA  
National Direct Equity (NDE)  
100 East Narrow Street  
Columbus, OH 43271

**Trust:** The Borrower Family Trust  
Dated March 4, 1999  
2812 NARROW LN  
COLUMBUS, OHIO 43216

National Direct Equity (NDE)

**WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:**

**CERTIFICATION OF TRUST.** This Trust Certificate is given by each of the Trustees voluntarily, pursuant to Section 5810.13 of the Ohio Revised Code and under penalty of perjury, intending that the facts set forth in this Certificate be relied upon by lender as true and correct.

- (A) The names of the Trustees are: BARRY AND BARBARA BORROWER
- (B) The name of the Trust Settlor is: \_\_\_\_\_
- (C) The powers of Trustees include the power to do, or perform, all of the acts and things on behalf of the Trust set forth in this Certificate.
- (D) The trust is revocable, and the name of the person holding any power to revoke the trust is: \_\_\_\_\_
- (E) The trust instrument requires the signature of any 1 Trustees to exercise any powers of the Trustee.
- (F) The Trust's tax or employer identification number is \_\_\_\_\_.
- (G) The Trust is established under the laws of the State of Ohio.
- (H) Title to Trust assets is to be taken in the name of: \_\_\_\_\_

(I) Trustees hereby certify that the Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Certificate to be incorrect and this Certificate is being signed by all of the currently acting Trustees of the Trust. Trustees acknowledge and agree that Lender may require Trustees to provide copies of excerpts from the trust instrument and amendments which designate the Trustee and confer upon the Trustee the power to act in these transactions and that Lender may require such further identification or legal opinion supporting the Trustee authority and power as Lender shall deem necessary and prudent.

**BORROWING CERTIFICATE.** Trustees, for and on behalf of the Trust, are authorized and empowered on behalf of the Trust to:

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to lender any property now or hereafter belonging to the Trust or in which the Trust now or hereafter may have an interest, including without limitation all real property and all personal property (tangible or intangible) of the Trust, as security for the payment of any loans, any promissory notes, or any other or further indebtedness of BARRY AND BARBARA BORROWER to lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered. The provisions of this Certificate authorizing or relating to the pledge, mortgage, transfer, endorsement, hypothecation, granting of a security interest in, or in any way encumbering, the assets of the Trust shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or hereafter existing, and of any nature whatsoever, of BARRY AND BARBARA BORROWER to lender. The Trustees have considered the value to the Trust of lending collateral in support of such indebtedness, and the Trustees represent to lender that the Trust is benefited by doing so.

**Execute Security Documents.** To execute and deliver to lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, anyone of the above authorized persons may execute, deliver, or record financing statements.

**Negotiate Items.** To draw, endorse, and discount with lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Trust or in which the Trust may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Trust's account with lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**Further Acts.** To do and perform such other acts and things and to execute and deliver such other documents and agreements as the Trustees may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

**TERMINATION OR TRANSFER.** Trustees agree that the Trustees will provide to lender written notice prior to any termination or revocation of the Trust or prior to the transfer from the Trust of any Trust asset upon which lender may be relying for repayment of the Trust's indebtedness to lender.

**MULTIPLE BORROWERS.** The Trust may enter into transactions in which there are multiple borrowers or on obligations to Lender and the Trust understands and agrees that, with or without notice to the Trust, Lender may discharge or release any party or collateral securing an obligation, grant any extension of time for payment, delay enforcing any rights granted to Lender, or take any other action or inaction, without the loss to Lender of any of its rights against the Trust; and that Lender may modify transactions without the consent of or notice to anyone other than the party with whom the modification is made.

**NOTICES TO LENDER.** The Trustees will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Trust's name; (B) change in the Trust's assumed business name(s); (C) change in the Trustees of the Trust; (D) change in the authorized signer(s); (E) change in the Trust's state of organization; (F) conversion of the Trust to a new or different type of business entity; or (G) change in any other aspect of the Trust that directly or indirectly relates to any agreements between the Trust and Lender. No change in the Trust's name or state of organization will take effect until after Lender has received notice.

**TRUST CERTIFICATE  
(Continued)**

Loan No: 426370133454

**THE TRUST.** The BORROWER FAMILY TRUST ("the Trust") was created pursuant to a trust agreement dated MARCH 4, 1999.

**FURTHER TRUST CERTIFICATIONS.** The persons named above are duly appointed and acting Trustees of the Trust and are duly authorized to act on behalf of the Trust in the manner described above; we are familiar with the purpose of the Indebtedness; the Indebtedness proceeds are to be used for a legitimate trust purpose and for the benefit of the Trust and its beneficiaries.

**CONTINUING VALIDITY.** This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Trust's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF. We have hereunto set our hand.**

**We each have read all the provisions of this Certificate, and we each personally and on behalf of the Trust certify that all statements and representations made in this Certificate are true and correct. This Trust Certificate is dated July 20, 2011.**

CERTIFIED TO AND ATTESTED BY:

\_\_\_\_\_  
BARRY BORROWER

\_\_\_\_\_  
BARBARA BORROWER

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

State of Ohio )

County of \_\_\_\_\_ )

Before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared BARRY AND BARBARA BORROWER, who acknowledged before me that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_

# Uncommonly Notarized Loan Documents

## 3

## Subordination Agreement

---

- The “Subordination Agreement” is a written contract in which a lender who has secured a loan by a mortgage or deed of trust agrees with the property owner to *subordinate* the first loan to a new loan (thus giving the new loan priority in any foreclosure or payoff).
- The “Subordination Agreement” must be acknowledged before a Notary so it can be recorded in the official land records.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Far East National Bank  
977 North Broadway, Suite 403  
Los Angeles, CA 90012

LOAN NUMBER: 621-080-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 4316-016-000

**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 17<sup>th</sup> day of October, 2011, \_\_\_\_\_, by John A. Maxell

owner of the land hereinafter described and hereinafter referred to as "Owner," and Far East National Bank

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

**WITNESSETH**

THAT WHEREAS, John A. Maxell, an Unmarried Man \_\_\_\_\_, did execute a deed of trust, dated May 2, 2001 \_\_\_\_\_, to Attorneys Title Company, \_\_\_\_\_ as trustee, covering:

**LOT 147 OF TRACT 15299, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 407, PAGE(S) 6 TO 9 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY**

to secure a note in the sum of \$ \_\_\_\_\_, dated \_\_\_\_\_, in favor of \_\_\_\_\_, which deed of trust was recorded as Instrument No. \_\_\_\_\_, on \_\_\_\_\_, in book \_\_\_\_\_, page \_\_\_\_\_, 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 hereinbefore 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 is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; 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.

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 above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

APN: 4316-016-028

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Far East National Bank

BY: Leeza Dran, Assistant Vice President

John A. Maxell

BY: Jessie Flynn

Beneficiary

Owner

Owner

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ before me, \_\_\_\_\_ 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 \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ before me, \_\_\_\_\_ 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 \_\_\_\_\_

# Uncommonly Notarized Loan Documents

## 4

## Assignment of Deed of Trust

---

- The “Assignment of Deed of Trust” (or Mortgage) enables a lender to sell a loan or the servicing rights to a loan to another lender or servicer.
- The “Assignment of Deed of Trust” has been at the forefront of the current foreclosure documentation crisis because certain servicers did not have valid assignments in place to establish their servicing rights.



Recording Requested By/Return To:

**ASSIGNMENT OF DEED OF TRUST**

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is \_\_\_\_\_, does hereby grant, sell, assign, transfer and convey, unto Fannie Mae, a corporation organized and existing under the laws of the United States (herein "Assignee"), whose address is 3900 Wisconsin Avenue, NW, Washington, DC 20016, all beneficial interest under a certain Deed of Trust, dated \_\_\_\_\_, made and executed by \_\_\_\_\_, to \_\_\_\_\_, Trustee, and given to secure payment of \$ \_\_\_\_\_, which Deed of Trust is of record in Book, Volume, or Liber No. \_\_\_\_\_, (Original Amount of Principal) at page \_\_\_\_\_ (or as No. \_\_\_\_\_) of the \_\_\_\_\_ Records of \_\_\_\_\_ County, State of \_\_\_\_\_, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness (Print Name)

\_\_\_\_\_  
(Assignor)

\_\_\_\_\_  
Witness (Print Name)

By: \_\_\_\_\_  
(Signature)  
(Print Name & Title)

\_\_\_\_\_  
Attest (Print Name)

Seal:

This Instrument Prepared By:

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

# Uncommonly Notarized Loan Documents

## 5

## Assignment of Rents

---

- The “Assignment of Rents” will perfect a lender’s interest in rents which will become cash collateral if the borrower files bankruptcy. The borrower may not use cash collateral (rents) without the lender’s consent or a court order.
- The “Assignment of Rents” can be a standalone document or contained within a “Deed of Trust” (“Mortgage”).

RECORDATION REQUESTED BY:  
FIRST NATIONAL BANK  
REAL ESTATE DEPARTMENT  
ONE MAIN STREET  
SALT LAKE CITY, UT 84155

WHEN RECORDED MAIL TO:  
FIRST NATIONAL BANK  
REAL ESTATE DEPARTMENT  
ONE MAIN STREET  
SALT LAKE CITY, UT 84155

SEND TAX NOTICES TO:  
DELKIM COMPANY, INC.  
10855 SAN PABLO AVENUE  
EL CERRITO, CA 94550

FOR RECORDER'S USE ONLY

---

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated February 16, 2005, is made and executed between DELKIM COMPANY, INC. (referred to below as "Grantor") and FIRST NATIONAL BANK, whose address is ONE MAIN STREET, SALT LAKE CITY, UT 84155 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in CONTRA COSTA County, State of California:

See EXHIBIT "A" which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 10855 SAN PALO, EL CERRITO, CA 94550. The Assessor's Parcel Number for the Property is 508-340-055

This is an absolute assignment of Rents made in connection with an obligation secured by property pursuant to California Civil Code section 2938.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 9001

Page 2

services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of California and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 9001

Page 3

written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired. Insecurity. Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right. Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Arbitration Disclosures.**

1. ARBITRATION IS FINAL AND BINDING ON THE PARTIES AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT.
2. IN ARBITRATION THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL.
3. DISCOVERY IN ARBITRATION IS MORE LIMITED THAN DISCOVERY IN COURT.
4. ARBITRATORS ARE NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING IN THEIR AWARDS. THE RIGHT TO APPEAL OR SEEK MODIFICATION OF ARBITRATORS' RULINGS IS VERY LIMITED.
5. A PANEL OF ARBITRATORS MIGHT INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.
6. ARBITRATION WILL APPLY TO ALL DISPUTES BETWEEN THE PARTIES, NOT JUST THOSE CONCERNING THE AGREEMENT.

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 9001

Page 4

7. IF YOU HAVE QUESTIONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.

(a) Any claim or controversy ("Dispute") between or among the parties and their employees, agents, affiliates, and assigns, including, but not limited to, Disputes arising out of or relating to this agreement, this arbitration provision ("arbitration clause"), or any related agreements or instruments relating hereto or delivered in connection herewith ("Related Agreements"), and including, but not limited to, a Dispute based on or arising from an alleged tort, shall at the request of any party be resolved by binding arbitration in accordance with the applicable arbitration rules of the American Arbitration Association (the "Administrator"). The provisions of this arbitration clause shall survive any termination, amendment, or expiration of this agreement or Related Agreements. The provisions of this arbitration clause shall supersede any prior arbitration agreement between or among the parties.

(b) The arbitration proceedings shall be conducted in a city mutually agreed by the parties. Absent such an agreement, arbitration will be conducted in Los Angeles, California or such other place as may be determined by the Administrator. The Administrator and the arbitrator(s) shall have the authority to the extent practicable to take any action to require the arbitration proceeding to be completed and the arbitrators' award issued within 150 days of the filing of the Dispute with the Administrator. The arbitrators shall have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrators, including the sanction of summarily dismissing any Dispute or defense with prejudice. The arbitrators shall have the authority to resolve any Dispute regarding the terms of this agreement, this arbitration clause, or Related Agreements, including any claim or controversy regarding the arbitrability of any Dispute. All limitations periods applicable to any Dispute or defense, whether by statute or agreement, shall apply to any arbitration proceeding hereunder and the arbitrator(s) shall have the authority to decide whether any Dispute or defense is barred by a limitations period and, if so, to summarily enter an award dismissing any Dispute or defense on that basis. The doctrines of compulsory counterclaim, res judicata, and collateral estoppel shall apply to any arbitration proceeding hereunder so that a party must state as a counterclaim in the arbitration proceeding any claim or controversy which arises out of the transaction or occurrence that is the subject matter of the Dispute. The arbitrator(s) may in the arbitrator(s) discretion and at the request of any party: (1) consolidate in a single arbitration proceeding any other claim arising out of the same transaction involving another party to that transaction that is bound by an arbitration clause with Lender, such as borrowers, guarantors, sureties, and owners of collateral; and (2) consolidate or administer multiple arbitration claims or controversies as a class action in accordance with Rule 23 of the Federal Rules of Civil Procedure.

(c) The arbitrator(s) shall be selected in accordance with the rules of the Administrator from panels maintained by the Administrator. A single arbitrator shall have expertise in the subject matter of the Dispute. Where three arbitrators conduct an arbitration proceeding, the Dispute shall be decided by a majority vote of the three arbitrators, at least one of whom must have expertise in the subject matter of the Dispute and at least one of whom must be a practicing attorney. The arbitrator(s) shall award to the prevailing party recovery of all costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s) fees). The arbitrator(s), either during the pendency of the arbitration proceeding or as part of the arbitration award, also may grant provisional or ancillary remedies including but not limited to an award of injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver.

(d) Judgement upon an arbitration award may be entered in any court having jurisdiction, subject to the following limitation: the arbitration award is binding upon the parties only if the amount does not exceed Four Million Dollars (\$4,000,000.00); if the award exceeds that limit, either party may demand the right to a court trial. Such a demand must be filed with the Administrator within thirty (30) days following the date of the arbitration award; if such a demand is not made with that time period, the amount of the arbitration award shall be binding. The computation of the total amount of an arbitration award shall include amounts awarded for attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s) fees.

(e) No provision of this arbitration clause, nor the exercise of any rights hereunder, shall limit the right of any party to: (1) judicially or non-judicially foreclose against any real or personal property collateral or other security; (2) exercise self-help remedies, including but not limited to repossession and setoff rights; or (3) obtain from a court having jurisdiction thereover any provisional or ancillary remedies including but not limited to injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver. Such rights can be exercised at any time, before or after initiation of an arbitration proceeding, except to the extent such action is contrary to the arbitration award. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration, and any claim or controversy related to the exercise of such rights shall be a Dispute to be resolved under the provisions of this arbitration clause. Any party may initiate arbitration with the Administrator. If any party desires to arbitrate a Dispute asserted against such party in a complaint, counterclaim, cross-claim, or third-party complaint thereto, or in an answer or other reply to any such pleading, such party must make an appropriate motion to the trial court seeking to compel arbitration, which motion must be filed with the court within 45 days of service of the pleading, or amendment thereto, setting forth such Dispute. If arbitration is compelled after commencement of litigation of a Dispute, the party obtaining an order compelling arbitration shall commence arbitration and pay the Administrator's filing fees and costs within 45 days of entry of such order. Failure to do so shall constitute an agreement to proceed with litigation and waiver of the right to arbitrate. In any arbitration commenced by a consumer regarding a consumer Dispute, Lender shall pay one half of the Administrator's filing fee, up to \$250.

(f) Notwithstanding the applicability of any other law to this agreement, the arbitration clause, or Related Agreements between or among the parties, the Federal Arbitration Act, 9 U.S.C. Section 1 et seq., shall apply to the construction and interpretation of this arbitration clause. If any provision of this arbitration clause should be determined to be unenforceable, all other provisions of this arbitration clause shall remain in full force and effect.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Assignment will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of California. In all other respects, this Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Assignment is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Assignment has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Utah.

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 9001

Page 5

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SALT LAKE County, State of Utah.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means DELKIM COMPANY, INC..

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default". Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means DELKIM COMPANY, INC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly







# Poll Question

Which document is sometimes notarized and sometimes not?

- Name Affidavit
- Occupancy Affidavit
- Correction Agreement
- All of the above

# Sometimes Notarized, Sometimes Not



**Compliance Agreement**

**Correction Agreement**

**Name Affidavit**

**Occupancy Affidavit**

**Compliance Agreement**

**Correction Agreement**

**Name Affidavit**

**Occupancy Affidavit**

LENDER: LIBERTY AMERICAN MORTGAGE CORP.  
BORROWER(S): ERNIE HALL AND TERRIE HALL

PROPERTY ADDRESS: 855 RIVER STREET, PHOENIX, AZ 85007  
LOAN NO.: 04110551

**ERROR AND OMISSIONS / COMPLIANCE AGREEMENT**

STATE OF ARIZONA  
COUNTY OF MARICOPA

The undersigned borrower(s) for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if 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, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs, or any Municipal Bonding Authority.

The undersigned borrower(s) agree(s) to comply with all above noted requests by the above-referenced Lender within 30 days from date of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this 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, and to assure marketable title in the said borrower(s).

DATED effective this 13th day of DECEMBER, 2011

\_\_\_\_\_  
ERNIE HALL Borrower

\_\_\_\_\_  
TERRIESA HALL Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires:

---

## Compliance Agreement

---

State of **OKLAHOMA**

County of **POTTAWATOMIE**

Borrower(s): **RIF HATTON AND BRIDGET HATTON**

Lender: **PRIME ONE HOME MORTGAGE, INC.**

Property: **6155 BARROWS DRIVE, SHAWNEE OK 74804**

*The undersigned Borrower(s), in consideration of the lender disbursing funds today for the closing of the property listed above agrees, if requested by the lender or someone acting on behalf of the lender, to fully cooperate and adjust for errors and omissions, any and all loan closing documentation deemed necessary or desirable in the reasonable discretion of the lender to sell, convey, seek guaranty or market said loan to any entity including but not limited to any investor, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development, Veterans Administration or any Municipal Bonding Authority.*

*The undersigned Borrower(s) do hereby so agree and covenant 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 the Lender of its interest in and to said loan documentation.*

Dated effective this **28TH** day of **SEPTEMBER** , 2011.

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower) **RIF HATTON**

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower) **BRIDGET HATTON**

**Correction Agreement  
Limited Power of Attorney**

On **FEBRUARY 20, 2011**, the undersigned borrower(s), for and in consideration of the approval, closing and funding of their mortgage loan (# 2000000000), hereby grant **PMAC MORTGAGE CORPORATION DBA LOANTECH.COM** as settlement agent and/OR **PMAC MORTGAGE CORPORATION DBA LOANTECH.COM** as lender limited power of attorney to correct and/or execute or initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by the undersigned at settlement. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.

**THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO INCREASE THE INTEREST RATE THE UNDERSIGNED IS PAYING, INCREASE THE TERM OF THE UNDERSIGNED'S LOAN, INCREASE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE OR INCREASE THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENTS.** Any of these specified changes must be executed directly by the undersigned.

This limited power of attorney shall automatically terminate 180 days from the closing date of the undersigned's mortgage loan.

IN WITNESS WHEREOF, the undersigned have executed this Limited Power of Attorney as of the date and year first above referenced.

\_\_\_\_\_  
RANDALL STEINBECK - BORROWER

\_\_\_\_\_  
MAUREEN STEINBECK - BORROWER

State of **NEW YORK**

County of **SCHENECTADY**

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Name and Title of Officer (e.g. Jane Doe, Notary Public)

personally appeared \_\_\_\_\_

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

WITNESS my hand and official seal.

\_\_\_\_\_

Lender: **MANHATTAN MORTGAGE CORPORATION**  
Loan Number: **1595436855**

## **DOCUMENT CORRECTION AGREEMENT**

### **AGREEMENT TO CORRECT MISSTATED OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES:**

In consideration of Lender disbursing funds for the closing of the Loan secured by the Property being encumbered, and regardless of the reason for any loss, misplacement, or inaccuracy in any Loan documentation, Borrower(s) agrees as follows: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of the Lender, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If the original promissory note is replaced, the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as "Replacement Documents". Borrower(s) agrees to deliver the Replacement Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement. Borrower(s) also agrees that upon request Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the Loan, which for whatever reason was not collected at closing.

**REQUEST BY LENDER:** Any request under this Agreement may be made by the Lender, (including assignees and persons acting on behalf of the Lender) or Settlement Agent, and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the Loan documentation shall be considered conclusive evidence of the necessity for Replacement Documents.

**FAILURE TO DELIVER REPLACEMENT DOCUMENTS CAN CONSTITUTE DEFAULT:** If the Loan is to be guaranteed by the Department of Veterans Affairs ("VA") or insured by the Federal Housing Administration ("FHA"), Borrower(s) failure or refusal to comply with the terms of the correction request may constitute a default under the note and/or deed of trust, and may give Lender the option of declaring all sums secured by the loan documents immediately due and payable.

**BORROWER LIABILITY:** If Borrower(s) fails or refuses to execute, acknowledge, initial and deliver the Replacement Documents or provide the Additional Documents or Fees to Lender more than ten (10) days after being request to do so by Lender, and understanding that Lender is relying on these representations, Borrower(s) agree(s) to be liable for any and all loss or damage which Lender reasonably sustains thereby, including, but not limited to all reasonable attorney's fees and costs incurred by Lender.

This agreement shall survive the closing of the Loan, and inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower(s).

---

**DARLENE ALICIA**

**DATE**

2500020183

Lender: ANPAC FUNDING CORP. D/B/A ANPAC LENDING GROUP, A CALIFORNIA CORPORATION

Borrower: BARRY AND BARBARA BORROWER

Property Address: 1000 ANYWHERE STREET, ANY CITY, ANY STATE 00000

Loan Number: 2500020183

NAME AFFIDAVIT
(One and the Same Certification)

STATE OF )
) ss:
COUNTY OF )

The undersigned hereby certifies that he/she, BARRY BORROWER
as indicated in the loan closing documentation is one and the same as and/or is also known as

as indicated in the loan application processing, and/or closing documentation.

Date: \_\_\_\_\_

\_\_\_\_\_  
BARRY BORROWER

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:
[Seal]



**SIGNATURE STATEMENT**

**I, MICHAYLE J BERTMAN**

hereby certify that I sign my name as indicated below, and said signature is my legal name.

---

I,

hereby certify that I sign my name as indicated below, and said signature is my legal name.

---

I,

hereby certify that I sign my name as indicated below, and said signature is my legal name.

---

I,

hereby certify that I sign my name as indicated below, and said signature is my legal name.

---

I,

hereby certify that I sign my name as indicated below, and said signature is my legal name.

---

I,

hereby certify that I sign my name as indicated below, and said signature is my legal name.

---

I,

hereby certify that I sign my name as indicated below, and said signature is my legal name.

---

I,

hereby certify that I sign my name as indicated below, and said signature is my legal name.

---

I,

hereby certify that I sign my name as indicated below, and said signature is my legal name.

---

I,

hereby certify that I sign my name as indicated below, and said signature is my legal name.

---



**AFFIDAVIT OF OCCUPANCY**

Personally appeared before the undersigned officer authorized by law to administer oaths came **William and Mary Hoskins**, who after being duly sworn does depose and affirm to the following facts:

- 1. My name(s) is/are: **William and Mary Hoskins**.
- 2. I/We am/are the same person(s) who executed a Mortgage to secure debt to: **Liberty Lending Corporation** in the principal amount of \$ **2,500,000** on **August 31, 2011**.
- 3. A condition precedent to **Liberty Lending Corporation** funding the referenced loan is that I occupy the premises at the following address: **19087 Fair Park Road East, Aurora, Colorado** as my principal residence.
- 4. All bills for utilities, water and/or sewerage are in my name.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Borrower **William Hoskins**

\_\_\_\_\_  
Borrower **Mary Hoskins**

State of **COLORADO**

County of **DENVER**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**OCCUPANCY STATEMENT**

OCCS/0140674060

Property Address: 5105 CORTNEY DRIVE

BOSTON, MA 02108

*Please complete the following, indicating the purpose of this transaction. If for any reason, you are uncertain which purpose to indicate, please request assistance from your settlement agent.*

I hereby certify that I am purchasing the above referenced property as:

a primary and principal residence which I intend to occupy within sixty (60) days after loan closing, and for at least one year after the date of occupancy.

a second/vacation home.

an investment/rental property.

I hereby certify that I am refinancing the above referenced property as:

a primary and principal residence which I intend to occupy within sixty (60) days after loan closing, and for at least one year after the date of occupancy.

a second/vacation home.

an investment/rental property.

I/we have read this disclosure form, understood its contents and indicated the appropriate information, as evidenced by my/our signature(s) below. I/we understand that this acknowledgement is a required part of the mortgage loan transaction.

\_\_\_\_\_  
Signature JAVIER RAMIREZ

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature MARIA B RAMIREZ

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Challenging Documents



**I have never seen  
this document  
before!**



**I see this document  
must be notarized,  
but how?**



**How do I handle this  
state's – or planet's –  
notarial wording?**

**ADDRESS CERTIFICATION**  
(TO BE COMPLETED BY THE BORROWER)

IMPORTANT: This form cannot be used to correct the property address on any recording instrument, such as the mortgage or Deed of Trust. Recording Instruments must contain the correct property address.

BORROWER: RICHARD A. WATSON AND VALERIE M. WATSON

**1. THIS IS TO CERTIFY THAT THE PROPERTY ADDRESS FOR THIS LOAN OR LINE IS:**

8976 RIVERDALE STREET, ALEXANDER, AR 72002

COMPLETE ONLY IF APPLICABLE (if above address is incorrect): THIS IS TO CERTIFY THAT THE CORRECT PROPERTY ADDRESS FOR THIS LOAN OR LINE IS:

STREET ADDRESS (No P.O. Box)

CITY STATE ZIP CODE

**2. COMPLETE ONLY IF APPLICABLE (if desired). NOTARY IS REQUIRED IF COMPLETED.  
ALTERNATE MAILING ADDRESS:  
I WOULD LIKE MY CORRESPONDENCE/BILLING FOR THIS LOAN OR LINE  
BE SENT TO THE FOLLOWING ADDRESS:**

NAME

STREET ADDRESS (No P.O. Box)

CITY STATE ZIP CODE

**3. COMPLETE ONLY IF APPLICABLE (if desired). NOTARY IS REQUIRED IF COMPLETED.  
AGENT AND ALTERNATE MAILING ADDRESS:  
I AUTHORIZE NATIONAL CITY TO SEND MY CORRESPONDENCE/BILLING FOR THIS  
LOAN OR LINE TO MY/OUR AGENT OR NAME OF PERSON AS IDENTIFIED BELOW.  
THIS AUTHORIZATION SURVIVES MY INCAPACITY OR DEATH.**

ARTHUR M. COEHN, ESQ.  
NAME

8751 MAIN STREET  
STREET ADDRESS (No P.O. Box)

ALEXANDER AR 72002  
CITY STATE ZIP CODE

I acknowledge that there is potentially a greater security risk in having my private and confidential information sent to another person and/or another address and I agree to release American City from any claims that arise out of American City's following my instructions in this regard.

**BORROWER'S SIGNATURE:** \_\_\_\_\_  
(Notary required if section 2 or 3 is completed) Date

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public





# Poll Question

What type of notarial act would you perform on this Name/AKA Affidavit?

- Acknowledgment
- Jurat
- Oath
- Signature witnessing







# Bonus Poll Question

This year Christmas and New Year are on a Sunday.  
Which statement regarding calculating the rescission date is true?

- Monday, Dec. 26 and Jan. 2 (federal days of observance) count as one of the three business days
- The standard rule for calculating the rescission period applies to these two holidays this year
- Lenders will give an extra day in the rescission period due to these holidays falling on a Sunday

# Poll Question

What topic in today's webinar did you find the most valuable?

- Documents that are always notarized
- Commonly and uncommonly notarized documents
- Documents that are sometimes notarized and sometimes not
- Challenging documents

# NNA Contact Information

- Contact Laura Biewer at [lbiewer@nationalnotary.org](mailto:lbiewer@nationalnotary.org)
- Join the discussion on the NNA's [Notary Signing Agent LinkedIn Group](#)
- Send your suggestions for future webinar topics to Bill Anderson at [banderson@nationalnotary.org](mailto:banderson@nationalnotary.org)
- Contact the NNA's NSA hotline direct with your questions from the signing table at [\(888\) 876-0827](tel:(888)876-0827) (members only)