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18 Attorneys for Defendants,
19 ORLANDO and THELMA SAZON

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **COUNTY OF LOS ANGELES - POMONA COURTHOUSE SOUTH**

22 DOTTIE SAZON, an individual; ANTONIO
23 A. ARCARO, an individual,

24 Plaintiffs,

25 vs.

26 ORLANDO SAZON, an individual; T.
27 SAZON, an individual; OPTIMUM REAL
ESTATE, LLC, a California limited liability
company; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC, a
Delaware corporation; WESTMINSTER
TITLE COMPANY INC, a California
corporation; ALL PERSONS UNKNOWN
CLAIMING ANY LEGAL OR EQUITABLE
RIGHT, TITLE, ESTATE, LIEN OR
INTEREST IN THE COMPLAINT
ADVERSE TO THE PLAINTIFFS' TITLE

Case No. 24PSCV02008

Assigned to the Hon. Christian R.
Gullon _____
Dept: 0

**STIPULATION FOR INTERLOCUTORY
JUDGMENT AND ORDER APPOINTING
REFEREE FOR PARTITION BY SALE
[Filed concurrently with Proposed Order]**

FILED
Superior Court of California
County of Los Angeles
10/29/2025
David W. Slayton, Executive Officer / Clerk of Court
By: E. Flores Deputy

1 TO THE REAL PROPERTY COMMONLY
2 KNOWN AS 900 CALLE HERMOSA, SAN
3 DIMAS, CALIFORNIA 91773, APN 8396-
4 010-001, OR ANY CLOUD ON THE
5 PLAINTIFFS' TITLE THERETO; and DOES
6 1 through 20, inclusive,

7 Defendants.

8 **TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:**

9 Plaintiffs DOTTIE SAZON, an individual ("**D. SAZON**") and ANTONIO A. ARCARO ("**A.**
10 ARCARO") (hereinafter collectively "**Plaintiffs**"), and Defendants ORLANDO SAZON ("**O.**
11 SAZON"), THELMA SAZON ("**T. SAZON**"), and OPTIMUM REAL ESTATE, LLC
12 ("**OPTIMUM**"), (all such litigants collectively referred to as the "**Parties**"), jointly stipulate as follows
13 ("**Stipulation**):

14 **RECITALS**

15 1. A. ARCARO is the record title holder of the real property commonly known as 900
16 Calle Hermosa, San Dimas, CA 91773 (the "**San Dimas Property**"). Assessor's Parcel Number 8396-
17 010-001, legally described as follows:

18 Lot 1 of Tract No. 32847, as per Map recorded in Book 877, Pages 7
19 to 15 Inclusive of Maps, in the Office of the County Recorder of said
20 County. Excepting therefrom all oil, gas, minerals and other
21 hydrocarbon substances lying below a depth of 500 feet, but with no
22 right of surface entry, as provided in Deeds of Record.

23 2. A Grant Deed was recorded in the Los Angeles County Recorder Office as Document
24 No. 2020-0984587, conveying title to OPTIMUM and A. ARCARO a married man as his sole and
25 separate property, each owning an undivided 50% interest of the San Dimas Property as tenants in
26 common. A copy of the Grant Deed is attached hereto as **Exhibit 1**.

27 3. Plaintiffs filed a lawsuit for partition in the Superior Court of Los Angeles on April
19, 2023 (the "**Action**").

4. In compliance with the statutory requirements for partition, Westminster Title
Company Inc. ("**Westminster**") and Mortgage Electronic Registration Systems, Inc. ("**MERS**") were

1 named as Defendants. Westminster filed a Declaration of Non Monetary Status on August 7, 2024,
2 and the Parties agree that it is not needed as a party to this Stipulation. The Plaintiffs and MERS
3 entered into a Stipulation Resolving Complaint on October 3, 2024, and therefore the Parties agree
4 that MERS is not needed as a party to this Stipulation.

5 5. Under Code of Civil Procedure § 873.600, "the court shall order sale by such methods
6 and upon such terms as are expressly agreed to in writing by all the parties to the action." The Parties
7 agree that it is equitable to partition the San Dimas Property by sale through an appointed referee.

8 6. Partition statutes provide broad authority to the court in providing that: "In the
9 conduct of the action, the court may hear and determine all motions, reports, and accounts and may
10 make any decrees and orders necessary or incidental to carrying out the purposes of this title and to
11 effectuating its decrees and orders." Code of Civil Procedure 872.120.

12 7. The partition statutes, specifically Code of Civil Procedure 873.060, provides that:
13 "The referee may perform any acts necessary to exercise the authority conferred by this title or by
14 order of the court."

15 8. The Referee's powers shall be limited strictly to the tasks authorized herein, the
16 Court's order, or under California Code of Civil Procedure section 873.010 et seq.

17 9. The Referee shall not engage in any act outside the express authority granted herein
18 without first seeking additional instructions from the Court under Code of Civil Procedure section
19 873.070.

20 10. As such, the Parties desire to enter into the following stipulation for an interlocutory
21 judgment for partition sale of the Subject Property and for the Appointment of the Referee to reduce
22 further litigation on these issues.

23 **NOW, THEREFORE**, the Parties hereby enter into the following stipulation
24 ("Stipulation"):

25 **STIPULATION**

26 1. The Parties stipulate to an interlocutory judgment and appointment of Referee to partition
27 the San Dimas Property by sale ("Proposed Order").

2. The Parties each old ownership in the San Dimas Property in equal shares: A. ARCARO,

1 50% and OPTIMUM, 50%.

2 3. The Proposed Order shall take immediate effect upon execution by this Court and service
3 of the Order on the proposed Referee.

4 4. The Parties stipulate and agree that Richardson C. Griswold ("Referee") named in the
5 Proposed Order, has sufficiently demonstrated the necessary capacity and expertise to acquire
6 funding, develop a viable rehabilitation plan, and supervised the rehabilitation of the San Dimas
7 property. A true and correct copy of Richardson C. Griswold's declaration and his curriculum vitae
8 is attached hereto as **Exhibit 6** and is incorporated herein.

9 5. The Referee is authorized to undertake any and all duties associated with placing the
10 Property on the market. The Referee may execute all documents necessary for consummation of a
11 partition, including but not be limited to execution of all documents required by an escrow officer
12 and/or title insurance company, such as a Statement of Information (or such similar document
13 providing biographical information about the owners of the Property) and tax reporting documents
14 for any party hereto who does not provide said information within ten (10) days of being provided
15 said document. Furthermore, the Referee shall be authorized to sign any affidavits, on behalf of
16 any of the parties hereto, for the benefit of a title insurance company in order to provide title
17 insurance to establish that the Property is able to be transferred to a buyer. Based on the Referee's
18 evaluation of the market data, the Referee shall set an initial listing price. The Referee shall be
19 authorized to reduce the asking price for the Property as the Referee determines if it is advisable in
20 order to generate interest in the Property. The Property shall be partitioned on the best terms and
21 price with no carry-back financing. Any partition entered into by the Referee shall be subject to
22 Court confirmation before it is finalized. The Parties agree to provide access to the Referee upon
23 request and will provide the Referee and Referee's agents with keys to allow the Referee to show
24 the Property to prospective buyers.

25 6. Procedure for Sale Confirmation. The Referee shall sell the Property in the form and manner
26 approved by the Court in this Order, in accordance with Code of Civil Procedure section 873.510 *et*
27 *seq.* and shall seek Court confirmation of the sale following the procedures set forth in Code of Civil
Procedure section 873.710 through 873.790. The parties may make written motion to object to the

1 sale. The Referee may seek court confirmation by (1) stipulation of the parties or (2) motion. If the
2 time demands, the Referee may court confirmation by *ex parte* motion to this court.

3 7. Upon approval and confirmation of the partition of the Property by the Court and the
4 payment of the purchase price, the Referee is authorized and directed to execute and deliver a deed
5 of the Property transferring title to the buyers either in the name of the Referee or the name of the
6 owners of the Property. The parties shall fully cooperate with the Referee and any escrow in all
7 aspects in order to timely consummate the partition by completing any requested tax documents
8 within 10 days of request by the Referee.

9 8. The Referee shall not distribute any sale proceeds unless and until ordered by the Court.

10 9. The Court shall hear and determine all claims for offsets, reimbursements, or other
11 equitable adjustments, as well as order the final allocation of net sale proceeds, in accordance
12 with Code of Civil Procedure section 872.140 and 873.850.

13 10. All powers of the Referee pursuant to the proposed order for partition by sale and
14 appointment of the Referee shall immediately take effect upon execution by this court, the
15 Referee shall immediately and automatically take control and possession of the San Dimas
16 Property, and the Referee shall carry out the duties set forth in the order forthwith.

17 11. The Referee shall file the periodic status report with the court and serve the status
18 reports on the attorneys of record in this action.

19 12. The Referee's reasonable fees and costs shall be subject to Court approval and
20 paid from the sale proceeds as a cost of partition per Code of Civil Procedure section
21 873.010(b).

22 13. The court shall make the rulings and orders for final distribution of sales proceeds
23 from the San Dimas Property after receiving the proposed final report from the Referee, which
24 will include the referee's costs and expenses to prepare the San Dimas Property for sale.

25 14. The Court shall retain jurisdiction pursuant to California Code of Civil Procedure
26 §873.850 following confirmation of the sale of the Property to review the reports of the Referee, if
27 any, to order the manner in which the sale proceeds are to be disbursed, and to order equitable
adjustments that the Court considers just and appropriate.

SALE

1 15. The Parties and their respective agents, employees, representatives, and persons acting in
2 concert with them or under their direction or control are hereby enjoined and restrained from:

- 3 i. Interfering with or impeding the Referee in carrying out their duties;
4 ii. Withholding from the Referee any documents or records to be delivered from
5 them pursuant to this order;
6 iii. Selling, leasing, transferring, mortgaging, or otherwise encumbering the
7 Property or any part thereof;
8 iv. Doing any act that impairs or damages the Property or that reduces the value
9 of the Property;
10 v. Taking any actions that interfere with the ability of the Referee to have free
11 and unfettered access to the Property, including but not limited to installing
12 locks, chains, or other barriers to entry to the Property for the purpose of
13 impeding the Referee's access to the Property.


14 16. Notice of sale shall be given in the manner required for notice of sale as specified in Code of
15 Civil Procedure § 873.640 and shall be given to the persons specified in Code of Civil Procedure §
16 873.640. In all other respects, the sale shall be conducted as provided in Code of Civil Procedure §§
17 873.600-873.690.

18
19 **IT IS SO STIPULATED:**

20
21 **Dated: October 19, 2025**

CHANDLER LAW FIRM

22
23
24 By:



ROBERT C. CHANDLER, ESQ.
Attorneys for Defendants,
ORLANDO SAZON & THELMA SAZON

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Dated: October 22, 2025

BLAKE LAW FIRM

By: 

STEVEN W. BLAKE, ESQ.
ELAINE HUANG, ESQ.
Attorneys for Plaintiffs,
DOTTIE SAZON & ANTONIO A. ARCARO

EXHIBIT “1”

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20150192925

Pages:
0002

Recorded/Filed in Office of the Recorder-Recorder's Office,
Los Angeles County, California

02/23/15 AT 08:00AM

FEES:	22.00
TAXES:	550.00
OTHER:	0.00
PAID:	572.00

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SEQ:
05

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

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PROVIDENT TITLE COMPANY

RECORDING REQUESTED BY



AND WHEN RECORDED MAIL THIS OEM AND, UNLESS OTHERWISE SHOWN BELOW, MM. TAX STATEMENTS TO

None
Street Antonio Arcaro
Address 900 Calle Hermes
San Dknas Ca. 91773
City
State
Zip

8396-010-001

ORDER NO. 50001858
ESCROW NO. 29-540-PE

63

RECORDERS USE ONLY

GRANT DEED

TAX PARCEL NO. 8396-010-001

The undersigned grantor declares that the documentary transfer tax is \$550.00 and is

computed on the full value of the interest of the property conveyed, or is
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in unincorporated area city San Dimas and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Artemio M . Valdez and Cymbelina C. Valdez, Husband and Wife as Joint Tenants
hereby GRANT(S) to Antonio Arcaro , a married man

The following described real property in the City of San Dimas, County of Los Angeles, State of California:
Lot I of Tract No. 32847, as per Map recorded in Book 877, Pages 7 to 15 Inclusive of Maps, in the office of the county recorder of said county.
more commonly known as: 900 Calle Hermosa, San Dimas, Ca., 91773

Dated 02/13/2015
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CA IFO IA,
COUNTY OF San Dimas
On 1 before me,
LAAlat a'tbLe...ro, Notary Public
personally appeared Artemio M . Valdez & Cymbelina C. Valdez

Artemio M . Valdez

Cymbelina C. Valdez

who proved to me on the basis of satisfactory evidence to be the persoe) whose s
iskji subscribed to the within harnent and aclatowl ed to me that
tad the same in tlifer it thORIZED capaci and that by
INTaw/Seipatureton the instrument the person(j), or the entity upon behalf
of which the pasonWac , 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 _____, Notary Public

LUPE SALGUERO c
COMM. #2 042 404 Notary
Public - California LI LOS
ANGELES COUNTY le
My Comm. Exp. Sep. 21, 2017

(Notary Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

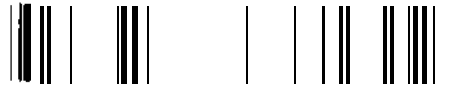
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Pages:
0002

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Recorders Office, Los Angeles County,
California

01/31/17 AT 08:00AM

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OTHER:	0.00
PAID:	22.00

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California

01/31/17 AT 08:00AM

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LEADSHEET



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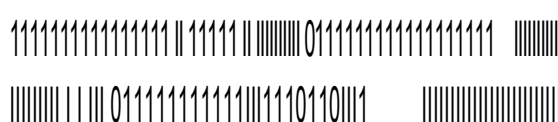
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RECORDING REQUESTED BY:
WESTERN RESOURCES TITLE COMPANY

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Recording Requested By;
MEGA CAPITAL FUNDING INC.



And After Recording Return To:
METACAPTTAL FU DM
INC.
5000 NORTH PARKWAY CALABASAS, SUTTE #100
CALABASAS, CALIFCENIA 91302
Loan Norther: 816292

[Space Above This Line For Recording. Data]

DEED OF TRUST

MIN: 100089200008162925

MERS Phone: 888-679-6377

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 JANUARY. 19, 2017 , together with all Riders to this document.
- (B) "Borrower" is ANTONIO ARCARO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY
BORROWER'S ADDRESS IS 11695 SARDIS PLACE, SAN DIEGO, CALIFORNIA 92131.

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is MEGA CAPITAL FUNDING INC.

Lender is a CALIFORNIA CORPORATION organized
and existing under the laws of CALIFORNIA
Lender's address is 5000 NORTH PARKWAY CALABASAS, SUITE #100,
CALABASAS, CALIFORNIA 91302

- (D) "Trustee" is WESTERN RESOURCES TITLE
1010 N CENTRAL AVE, SUITE 470, GLENDALE, CALIFORNIA 91202

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

- (F) "Note" means the promissory note signed by Borrower and dated JANUARY 19, 2017



The Note states that Borrower owes Lender THREE HUNDRED TEN THOUSAND AND 00 / 100 Dollars (U. S. \$ 310 , 0 0 0 . 0 0) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 1, 2047

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

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

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

- Adjustable Rate Rider
- Balloon Rider
- 0 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), 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.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of



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

(Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 8396-010-001

which currently has the address of 900 CALLE HERMOSA

(Street]

SAN DIMAS
[City]

, California 91773
(Zip Code]

("Properly Address"):

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:

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender



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

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

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

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

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

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



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

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed



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by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

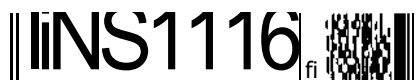
All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights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

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

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

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

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



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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to



Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the stuns secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds,

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

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to



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

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

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

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

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

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

If Lender exercises this option., Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 1.5 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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



secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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



13

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

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

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

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

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


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

18. 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.

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,



ANTON IO ARCARO

-Borrower

(Seal) (Seal)
-Borrower

(Seal) (Seal)
-Borrower

-Borrower

-Borrower (Seal) (Seal)
-Borrower

Witness:

Witness:



15

[Space Below This Line For Acknowledgment]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of b@S ANGELES

On 1-23-2017
Date

before me NEB.VV-A>-r-Pai IIR-13kaa-i\10171ast'ia
Here Insert Name and Title of the Notarizing Officer


personally appeared ANTONIO ARCARO

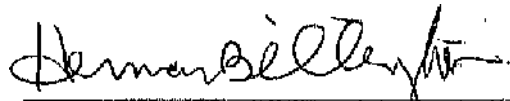
Name(s) or Signer(s)

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

 **HERMAN BILLINGTON**
Commission # 2107206
Notary Public - California
San Diego County
My Comm. Expires May 24, 2014
Notary Seal


Signature of Notary Public
P a, i I ; t-si.)



Loan Number: 816292

Date: JANUARY 19, 2017

Property Address: 900 CALLE HERMOSA
SAN DIMAS, CALIFORNIA 91773

EXHIBIT "A"
LEGAL DESCRIPTION

A.P.N. # : 8396-010-001

DocMagic
www.docmagic.com



Exhibit "A"

LEGAL DESCRIPTION

Real property in the **City of San Dimas**, County of **Los Angeles**, State of **California**, described as follows:

LOT 1 OF TRACT NO. 32847 AS PER MAP RECORDED IN BOOK 877, PAGES(S) 7 TO 15 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER.OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEEDS OF RECORD.

APN: **8396-010-001**

1 -4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 19th day of JANUARY, 2017 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MEGA CAPITAL FUNDING INC. , A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

900 CALLE HERMOSA, SAN DIMAS, CALIFORNIA 91773
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender Further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1.4 Family Rider and the Security Instrument as the "Property."

R USE OF PROPERTY; COM PUANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LJENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE, Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.



E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. M used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds, expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default

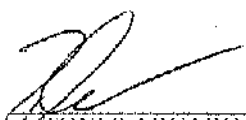


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or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this '1-4 Family Rider.



ANTONIO ARCARO -Borrower

(Seal) (Seal)
-Borrower

-Borrower (Seal) (Seal)
-Borrower

-Borrower (Seal) (Seal)
-Borrower



EXHIBIT "4"

A

This page is part of your document - DO NOT DISCARD

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

08/21/20 AT 08:00AM

FEES:	90.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	165.00

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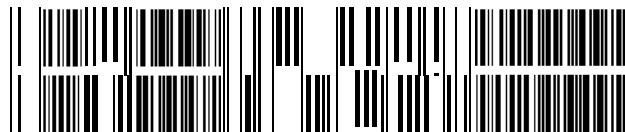
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THIS FORM IS NOT TO BE DUPLICATED

E08_200821_A61

Westminster Title Company

Recording Requested By:
AMWEST FUNDING CORP.

And After Recording Return To:
ANWEST FUNDING CORP.
6 POINTE DRIVE, SUITE 300
BREA, CALIFORNIA 92821
Loan Number: 2000027113

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 10009700000443160

MERS Phone: 888-679.6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 15, 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 AUGUST 7, 2020, together with all Riders to this document.

(B) "Borrower" is ANTONIO ARCARO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY
BORROWER'S ADDRESS IS 11695 SARDIS PLACE, SAN DIEGO, CALIFORNIA 92131.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is AMWEST FUNDING CORP.

Lender is a CALIFORNIA CORPORATION organized
and existing under the laws of CALIFORNIA
Lender's address is 6 POINTE DRIVE, SUITE 300, BREA, CALIFORNIA 92821

(D) "Trustee" is WESTMINSTER TITLE COMPANY INC. 790 E COLORADO
BLVD, SUITE 420, PASADENA, CALIFORNIA 91101

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. NIERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security



Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 6711N4ERS.

(R) "Note" means the promissory note signed by Borrower and dated AUGUST 7, 2020 The Note states that Borrower owes Lender TWO HUNDRED NINETY-THREE THOUSAND AND 00/100

Dollars (U.S. 5 293, 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 SEPTEMBER 1, 2050

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

(T) "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.

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

(V) "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.

(W) "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.

(X) "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.

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

(Z) "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.

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

(BB) "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.

(CC) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F. R. Part 1024), 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.

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



TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of LOS ANGELES
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction] SEE EXHIBIT A ATTACHED
A.P.N.: 8396-010-001

which currently has the address of 900 CALLS HERMOSA
[Street]
SAN DIMAS, California 91773 ("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 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 unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check,



treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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



15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; 029 contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

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

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



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

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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage



Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

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



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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability

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under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

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

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



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

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has noticed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 15 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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



Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

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

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



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

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

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

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

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.



ANTONIO ARCARO (Sell)
-Borrower

Witness

Witness



[Space Below This Line For Acknowledgment]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of San Diego (Des?)

On 11/15/2018
Date

before me, Orr Arke
Here Insert Name and Title of the Notarizing Officer

personally appeared ANTONIO ARCARO

Signature of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name is 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 if under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Notary Seal

CHARLES J. O. NELSON
COW# 2304590
NOTARY PUBLIC CALIFORNIA
In Commission Exp. Sep 2023
COUNTY OF SAN DIEGO


Signature of Notary Public

Notary Seal

Loan Originator: THELMA DEL PILAR SAEON, NMLSR ID 290708
Loan Originator Organization: CRISTAL CELLAR SERVICE, NMLSR ID 688526
Loan Originator Organization: AMWEST FUNDING CORP, NMLSR ID 167441



EXHIBIT "A"

THE LAND IS SITUATED IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 1 of Tract No. 32847, as per Map recorded in Book 877, Pages 7 to 15 Inclusive of Maps, in the office of the county recorder of said county.

Assessor's Parcel No.: 8396-010-001

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 7th day of AUGUST, 2020 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AMWEST FUNDING CORP., A CALIFORNIA CORPORATION

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

900 CALLE HERMOSA, SAN DIMAS, CALIFORNIA 91773
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.

In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS, Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.



E. "BORROWER'S RIGHT TO REINSTATE" DELETED.Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leaks, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT ENT OF RECEIVER;LENDERIN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents'collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but **not** limited to, attorney's fees; receiver's fees, premiums on receiver's bonds, repair and maintenance costs; insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually receiver; and (vi) 'Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and willnot perform, any act that would prevent Lender from exercising its rights under this paragraph.

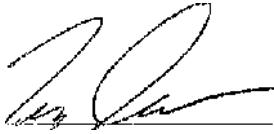
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. An) application of Rents shall not cure or waive any default



or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider,



____ (Seal)
AN O ARCARO

-Borrower



PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 7th day of AUGUST, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to AMWEST FUNDING CORP., A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

900 CALLE HERMOSA, SAN DIMAS, CALIFORNIA 91773
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

NOODWALK VIA VERDE
(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and



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

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

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

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

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

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

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

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



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



ANT ARCARO _____ (Seal)
-Borrower



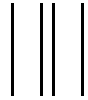
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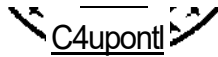
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P00:



California

08/24/20 AT 08:00AM

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TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	103.00

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SECURE - 8 00AM



THIS FORM IS NOT TO BE DUPLICATED

E08_200821442354

EXHIBIT "A"

THE LAND IS SITUATED IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 1 of Tract No. 32847, as per Map recorded in Book 877, Pages 7 to 15 Inclusive of Maps, in the office of the county recorder of said county

Assessors Parcel No.: 8396-010-001

EXHIBIT "6"

RICHARDSON C. GRISWOLD, ESQ.

rgriswold@griswoldlawca.com

(858) 481-1300

PROFESSIONAL LICENSES & MEMBERSHIP:

Admitted to The State Bar of California

Licensed California Real Estate Broker

2019 President/Chair, California Receivers Forum

2015-2019 Board of Directors, California Receivers Forum

EDUCATION:

California Western School of Law, San Diego, CA

Juris Doctor, *magna cum laude*, commencement speaker, Spring 2006

Top 5% based on class standing of 12/258

California Western Law Review/International Law Journal, Staff Writer/Editor, 2004-2006

Academic Merit Scholarship, Fall 2004-Spring 2006

University of California Davis, Davis, CA

Bachelor of Arts, Political Science, June 2002

EXPERIENCE:

Griswold Law, APC, San Diego, CA

Feb. 2008 – Present

Owner

- Consistently Appointed as Receiver (health/safety, rents/profits, equity, post-judgment) or Partition Referee in County Superior Courts across California
- Health & Safety Receiverships for distressed/abandoned/dangerous properties pursuant to CA Health & Safety Code section 17980, et seq., including single-family homes, apartments, motels and commercial buildings
- Oversee operations and/or court-approved sales of business assets and real property as a court-appointed Partition Referee or Receiver
- Real Estate Law: transactional, real estate finance, habitability restrictions
- Qualified as an Expert Witness in a California county superior court trial regarding motel business practices
- Provide legal representation and guidance for court-appointed receivers and partition referees

DMM Property Management, Gardena, CA

Feb. 2008 – Jan. 2009

Vice President

- Residential real estate management focusing on management and rehabilitation of apartment buildings in Los Angeles County
- Hired by Health & Safety Receivers to act as interim property management company for properties under receivership

Naumann, Levine & Silldorf, LLP, San Diego, CA

Dec. 2006 – Jan. 2008

Associate Attorney

- Focused practice on real estate transactional/litigation, business litigation and franchise law

RECENT RECEIVERSHIP/PARTITION APPOINTMENTS

City Of San Clemente v. Shahid, et al.

(Orange County Superior Court Case No. 30-202401381591-CU-MC-CJC)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2024 – present)

City Of Gridley v. Sipe's Tahoe Properties, LLC, et al.

(Butte County Superior Court Case No. 24CV03397)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2024 – present)

City of San Diego v. Brady, et al.

(San Diego County Superior Court Case No. 24CU012815C)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2024 – present)

County of Los Angeles v. Phillips

(Los Angeles County Superior Court Case No. 24PSCP00444)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2024 – present)

County of Mono v. K.R. Property Development & Real Estate LLC, et al.

(Mono County Superior Court Case No. CV200081)
Appointed as Receiver to Oversee Rehabilitation and Management of Multi-Unit Property
(October 2024 – present)

Three Rivers Brewing Company, LLC v. Beckley, et al.

(New Mexico: San Juan County Superior Court Case No. D-1116-CV-2021-00010-V)
Appointed as Receiver to Take Control of an Operating Brewery and Corporate Entity, and Facilitate the Sale or Liquidation of Business Assets and Real Property in Farmington, New Mexico
(October 2024 – present)

City of Lake Elsinore v. Lumos Communities LLC, et al.

(Riverside County Superior Court Case No. CVRI2404179)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2024 – present)

Hananya v. Hananya

(San Diego County Superior Court Case No. 37-2023-00015015-CU-MC-CTL)
Appointed as Receiver to Take Possession of and Sell Real Property to Satisfy a Judgment
(October 2024 – present)

City of San Diego v. Paul

(San Diego County Superior Court Case No. 24CU005171C)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(September 2024 – present)

City of Palmdale v. Lopez, et al.

(Los Angeles County Superior Court Case No. 24AVCV00323)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(August 2024 – present)

Cathay Bank v. Patel

(Los Angeles County Superior Court Case No. 24AVCV00651)

Appointed as Receiver at the Request of a Defaulted Lender to Take Control and Manage Operations of a 100+ Room Motel in Lancaster, CA

(August 2024 – present)

County of Riverside v. Gomez

(Riverside Superior Court Case No. CVRI2305018)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(August 2024 – present)

City of San Diego v. Johnson

(San Diego County Superior Court Case No. 701428)

Appointed as Receiver to Oversee Rehabilitation and Management of Five Adjacent Vacant Lots and One Abandoned Residence

(August 2024 – present)

Image Financing, LLC v. Fox Property Holdings, LLC

(San Bernardino County Superior Court Case No. CIVSB2218532)

Appointed as Receiver to Oversee Management of Real Property at 392 W. 4th St. & 398 W. 4th St.

(August 2024 – present)

CTP Properties, Inc. v. C.R.E.S.T. Investment Group, Inc.

(San Diego County Superior Court Case No. 37-2024-00003459-CU-MC-CTL)

Appointed as Receiver to Take Control of Corporate Entity to Close Real Estate Transactions and Wind-Up Partnership Operations

(August 2024 – present)

City of Hawthorne v. Wendall Jenkins, et al.

(Los Angeles County Superior Court Case No. 20TRCV00127)

Appointed as Receiver to Oversee Rehabilitation and Management of Two Parcels of Real Property

(August 2024 – present)

City of Pasadena v. Chaoy Ang Tianma Enterprise, et al.

(Los Angeles County Superior Court Case No. 21GDCV00766)

Appointed as Receiver to Oversee Rehabilitation and Management of a Motel

(August 2024 – present)

Wilmington Savings Fund Society, FSB. v. New Century Mortgage Corporation

(Placer County Superior Court Case No. S-CV-0051896)

Appointed as Receiver to Execute the Assignment of a Mortgage

(July 2024 – present)

Image Financing, LLC v. Fox Property Holdings, LLC

(San Bernardino County Superior Court Case No. CIVSB2218532)

Appointed as Receiver to Oversee Management of Real Property at 399 N. D St.
(July 2024 – present)

Silveria v Silveria

(San Diego County Superior Court Case No. ED78997)

Appointed as Receiver to Oversee Sale of Business in Divorce Proceeding
(July 2024 – present)

Huynh v Nguyen

(Orange County Superior Court Case No. 30-2023-01301799-CU-OR-WJC)

Appointed as Partition Referee to Sell Real Property and Oversee Distribution of Proceeds
(July 2024 – present)

City of Jurupa Valley v. Harrod

(Riverside County Superior Court Case No. CVRI2305736)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2024 – present)

City of Crescent City v. Von Bargaen

(Del Norte Superior Court Case No. CV241011)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(June 2024 – present)

County of Santa Clara v. Wang

(Santa Clara County Superior Court Case No. 20CV368215)

Appointed as Receiver to Oversee Rehabilitation and Management of Two Agriculture-Zoned Lots (7
acre & 18 acre)
(June 2024 – present)

City of Escondido v. Janes

(San Diego County Superior Court Case No. 37-2023-00043766)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(April 2024 – present)

City of Monterey v. Flores

(Monterey County Superior Court Case No. 24CV000750)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(April 2024 – present)

Amanam v. Melendez

(Los Angeles County Superior Court Case No. 23STCV13066)

Appointed as Partition Referee to Sell Disputed Real Property and Oversee Distribution of Proceeds
(April 2024 – present)

City of Imperial Beach v. Estate of Kathleen V. Taylor

(San Diego County Superior Court Case No. 37-2024-00007129)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(April 2024 – present)

City of Vallejo v. Zhou

(Solano County Superior Court Case No. CU224-01885)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(April 2024 – present)

City of Chino v. Abernathy

(San Bernardino County Superior Court Case No. CIVSB2312367)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(March 2024 – present)

City of Lodi v. Ackel

(San Joaquin County Superior Court Case No. STK-CV-UCC-2023-0011106)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(March 2024 – present)

City of Fresno v. Ramirez

(Fresno County Superior Court Case No. 23CECG05019)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(March 2024 – present)

City of Lake Elsinore v. Tolmasoff

(Riverside County Superior Court Case No. CVRI2305575)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(March 2024 – present)

Tiu v. Fire Wings International LLC

(Contra Costa County Superior Court Case No. MSC21-01384)

Appointed as Post-Judgment Receiver to Effectuate an Assignment Order as to Restaurant Franchisor to Satisfy Judgment
(March 2024 – present)

Berookhim v. Berookhim

(Los Angeles County Superior Court Case No. 22SMCV02216)

Appointed as Partition Referee to Oversee Distribution of Proceeds from Court-Ordered Sale of Disputed Real Property
(February 2024 – present)

City of Costa Mesa v. Geller-Wright

(Orange County Superior Court Case No. 30-2024-01374262)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(February 2024 – present)

City of Garden Grove v. Weber

(Orange County Superior Court Case No. 30-2024-01379181)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(February 2024 – present)

City of Sunnyvale v. Lynch

(Santa Clara County Superior Court Case No. 21CV377179)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(February 2024 – present)

Liu v. Yung

(Los Angeles County Superior Court Case No. EC066784)

Appointed as Receiver to Take Control of Disputed Entity, Conduct Accounting, Liquidate Assets including Multiple Commercial Properties and Oversee Distribution of Proceeds
(February 2024 – present)

City of Buena Park v. Perez

(Orange County Superior Court Case No. 30-2023-01354444)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(February 2024 – present)

City of Fresno v. Liberta

(Fresno County Superior Court Case No. 23CECG04369)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(January 2024 – present)

City of San Bernardino v. Fox Property Holdings, LLC

(San Bernardino County Superior Court Case No. CIVSB2218532)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(January 2024 – present)

City of Temple City v. Dahbour

(Los Angeles County Superior Court Case No. 24AHCV00010)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(January 2024 – present)

City of San Diego v. Casey

(San Diego County Superior Court Case No. 37-2023-00055075)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(January 2024 – present)

DeMartini v. DeMartini

(Nevada County Superior Court Case No. CU14-080740)

Appointed as Receiver to Take Control of and Wind Up Partnership Entity, including Management and Sale of Industrial Property
(December 2023 – present)

City of West Covina v. 1415 Garvey, LLC

(Los Angeles County Superior Court Case No. 23PSCV01829)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2023 – present)

City of West Covina v. Packard

(Los Angeles County Superior Court Case No. 23PSCP00412)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2023 – present)

Tran v. Tran

(Santa Clara County Superior Court Case No. 20CV366973)

Appointed as Partition Referee to Sell Disputed Real Property
(November 2023 – present)

CitiBank N.A. v. New Century Mortgage Corp.

(Placer County Superior Court Case No. SCV0049629)

Appointed as Receiver to Execute the Assignment of a Mortgage
(October 2023 – present)

City of Citrus Heights v. Barklage

(Sacramento County Superior Court Case No. 23CV005987)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2023 – May 2024)

County of Nevada v. Higginbotham

(Nevada County Superior Court Case No. CU0000871)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(September 2023 – present)

Nevada City v. Atkinson

(Nevada County Superior Court Case No. CU0000862)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(September 2023 – present)

Ennerdale Bellafonte, LLC v. Hanumant, Inc.

(Orange County Superior Court Case No. 30-2023-01348550)

Appointed as Receiver to Control and Manage Substandard 33-Unit Hotel
(September 2023 – present)

Gizmo Beverages, Inc. v. Dong Park

(Orange County Superior Court Case No. 30-2017-00941566)

Appointed as Post-Judgment Receiver to Effectuate Corporate Share Certificate Transfer
(August 2023 – October 2023)

Interpool, Inc. DBA Trac Intermodal v. JB Power, Inc.

(Los Angeles County Superior Court Case No. 22CMCV00084)

Appointed as Post-Judgment Receiver to Effectuate an Assignment Order to Satisfy Judgment
(August 2023 – November 2023)

Haven of Peace Films, LLC v. ECOM Asset Securitization, Inc.

(Los Angeles County Superior Court Case No. 21AHCV00023)

Appointed as Post-Judgment Receiver to Effectuate an Assignment Order to Satisfy Judgment
(August 2023 – present)

Loguidice v. Benson

(Los Angeles County Superior Court Case No. BC490644)

Appointed as Post-Judgment Receiver to Effectuate an Assignment Order to Satisfy Judgment
(August 2023 – present)

City of Ventura v. Lykins

(Ventura County Superior Court Case No. 56-2022-00571594)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(August 2023 – present)

County of Nevada v. Chojnacky

(Nevada County Superior Court Case No. CU0000774)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2023 – present)

City of West Covina v. Stavinsky

(Los Angeles County Superior Court Case No. 23PSCP00264)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2023 – present)

City of Palmdale v. Karr

(Los Angeles County Superior Court Case No. 22AVCV00352)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(June 2023 – present)

City of Richmond v. Brown

(Contra Costa County Superior Court Case No. C22-02516)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(June 2023 – present)

Eliano v. Eliano

(San Diego County Superior Court Case No. 37-2022-00020011)

Appointed as Partition Referee to Sell Disputed Real Property
(June 2023 – present)

County of Ventura v. Colic

(Ventura County Superior Court Case No. 56-2022-00569606)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(June 2023 – present)

Mann v. Tuttle

(San Diego County Superior Court Case No. 37-2021-00023241)
Appointed as Partition Referee to Sell Disputed Real Property
(June 2023 – December 2023)

US Bank, NA v. Accredited Home Lenders, Inc.

(San Diego County Superior Court Case No. 37-2022-00033990)
Appointed as Receiver to Execute the Assignment of a Mortgage
(June 2023 – September 2023)

County of Riverside v. Mills

(Riverside County Superior Court Case No. CVSW2303510)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(June 2023 – present)

City of Monterey v. McNicol

(Monterey County Superior Court Case No. 23CV001205)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(June 2023 – present)

City of Westminster v. Webb

(Orange County Superior Court Case No. 30-2022-01280840)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2023 – present)

City of San Diego v. Candido

(San Diego County Superior Court Case No. 37-2023-00013819)
Appointed as Receiver to Oversee Rehabilitation and Management of Multi-Family Real Property
(April 2023 – present)

Kessler v. Fun Eats and Drinks, LLC

(San Diego County Superior Court Case No. 37-2023-00008451)
Appointed as Receiver to Take Control of and Operate 9 Restaurants Across Multiple States During
Litigation between Investor-Lender and Borrower-Operator
(March 2023 – September 2023)

Federal Home Loan Corp. v. Best Rate Funding Corp.

(Orange County Superior Court Case No. 30-2022-01289142)
Appointed as Receiver to Execute the Assignment of a Mortgage
(March 2023 – May 2023)

City of Garden Grove v. Messer

(Orange County Superior Court Case No. 30-2023-01305034)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(March 2023 – present)

US Bank, NA v. Platinum Capital Group

(Los Angeles County Superior Court Case No. 22TRCV00570)
Appointed as Receiver to Execute the Assignment of a Mortgage
(March 2023 – May 2023)

City of Sunnyvale v. McGrath

(Santa Clara County Superior Court Case No. 22CV396812)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(March 2023 – present)

Ngai v. Ngai

(Orange County Superior Court Case No. 30-2021-01195286)
Appointed as Partition Referee to Sell Disputed Real Property
(February 2023 – present)

City of Garden Grove v. Petersen

(Orange County Superior Court Case No. 30-2022-01277733)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(January 2023 – present)

Mosqueda v. Lesso

(Los Angeles County Superior Court Case No. 22TRCV00179)
Appointed as Partition Referee to Sell Disputed Real Property
(December 2022 – June 2023)

Deutsche Bank National Trust Company v. New Century Mortgage Corp.

(Placer County Superior Court Case No. S-CV-0047222)
Appointed as Receiver to Execute the Assignment of a Mortgage
(November 2022 – March 2023)

City of Sacramento v. Clearview Investments

(Sacramento County Superior Court Case No. 34-2020-00285389)
Appointed as Receiver to Oversee Rehabilitation and Management of Abandoned Commercial Business
Park
(November 2022 – present)

City of San Diego v. McFarlin

(San Diego County Superior Court Case No. 37-2022-00044352)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2022 – present)

Negro v. Negro

(Los Angeles County Superior Court Case No. 22NWCV00794)
Appointed as Partition Referee to Sell Disputed Real Property
(November 2022 – December 2023)

City of Duarte v. Newman

(Los Angeles County Superior Court Case No. 22AHCV00431)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2022 – present)

Buck v. Peace Apostolic Church, Inc.

(Los Angeles County Superior Court Case No. 21CMCV00087)
Appointed as Receiver to Analyze and Oversee Church Entity Accounting Practices
(October 2022 – present)

City of Crescent City v. Lounge Chair Investments Co., LLC

(Del Norte County Superior Court Case No. CVUJ-2022-1131)
Appointed as Receiver to Oversee Rehabilitation of Abandoned Medical Building
(October 2022 – present)

Craggs v. Craggs

(San Joaquin County Superior Court Case No. STK-CV-URP-2022-0004054)
Appointed as Partition Referee to Sell Disputed Real Property
(September 2022 – April 2023)

Arizona Bank & Trust v. Ghadimi

(Orange County Superior Court Case No. 30-2022-01277095)
Appointed as Rents/Profits Receiver to Manage and Sell Real Property
(September 2022 – October 2022)

City of Costa Mesa v. Demir

(Orange County Superior Court Case No. 30-2022-01272166)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(September 2022 – present)

City of Clearlake v. Pitre

(Lake County Superior Court Case No. CV422880)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(August 2022 – April 2023)

City of Lakewood v. Congdon

(Los Angeles County Superior Court Case No. 22NWCP00034)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(August 2022 – present)

City of Fresno v. Howell

(Fresno County Superior Court Case No. 22CECG00290)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(August 2022 – present)

City of Vista v. Garcia

(San Diego County Superior Court Case No. 37-2021-00035748)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2022 – June 2023)

City of Clearlake v. Williams

(Lake County Superior Court Case No. CV422745)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2022 – April 2023)

Duhaylungsod v. Duhaylungsod

(San Diego County Superior Court Case No. 19FL011467S)

Appointed as Receiver in Divorce Proceedings to Supervise Operations of Dental Practice
(July 2022 – present)

Marigold Investors, LLC v. IB Public House, LLC

(San Diego County Superior Court Case No. 37-2021-00007845)

Appointed as Post-Judgment Receiver to Transfer and Liquidate a Liquor License
(July 2022 – August 2023)

In re Vishal Kapoor, M.D., Inc., et al.

(Los Angeles County Superior Court Case No. 21STCP01959)

Appointed as Referee to Oversee Dissolution/Wind-Up of nine entities related to deceased physician's medical business

(June 2022 – present)

Candelaria v. Talavera

(Los Angeles County Superior Court Case No. 21PSCV00162)

Appointed as Partition Referee to Sell Disputed Real Property
(June 2022 – January 2023)

City of Garden Grove v. Holton

(Orange County Superior Court Case No. 30-2022-01258832)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(June 2022 – present)

City of Clearlake v. Sunshine Properties, LLC

(Lake County Superior Court Case No. CV422746)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2022 – October 2023)

City of Clearlake v. Turner

(Lake County Superior Court Case No. CV422723)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2022 – August 2023)

City of Clearlake v. Gridley

(Lake County Superior Court Case No. CV422765)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2022 – April 2023)

City of Sacramento v. Ramirez

(Sacramento County Superior Court Case No. 34-2022-00316337)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2022 – present)

City of San Marcos v. Ngo

(San Diego County Superior Court Case No. 37-2020-00046737)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(April 2022 – present)

City of San Marcos v. Ledgard

(San Diego County Superior Court Case No. 37-2021-00000775)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(April 2022 – present)

Tho v. Franklin

(San Diego County Superior Court Case No. 21-00004000)
Appointed as Receiver to Oversee Removal/Transport of Equipment & Property
(April 2022 – May 2023)

Zelener v. Parzivand

(Los Angeles County Superior Court Case No. 20STCV26377)
Appointed as Partition Referee to Sell Disputed Real Property
(April 2022 – January 2023)

Nabulsi v. Nabulsi

(Los Angeles County Superior Court Case No. 20STCV44438)
Appointed as Receiver to Take Control of Management and Accounting of Retail Shopping Center
(March 2022 – present)

City of San Diego v. Williams

(San Diego County Superior Court Case No. 37-2022-00006597)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(March 2022 – December 2022)

Capozza v. Rubin, et al.

(Riverside County Superior Court Case No. CVPS2102359)
Appointed as Receiver to Take Control of and Maintain a Business Entity and its Assets, Including Real Property
(February 2022 – present)

Fifield v. Schwartz

(San Diego County Superior Court Case No. 37-2020-00015399)
Appointed as Partition Referee to Sell Disputed Real Property
(February 2022 – December 2022)

Burrey v. New Belca Limited Corporation

(Contra Costa County Superior Court Case No. C21-02562)
Appointed as Receiver to Take Control of and Maintain Real Property and Business Assets of Defendants Pending Outcome of Litigation
(January 2022 – April 2022)

City of Desert Hot Springs v. Yeh Dynasty Entertainment, LLC

(Riverside County Superior Court Case No. CVPS2104940)

Appointed as Receiver to Manage and Rehabilitate Distressed Hotel Property (January 2022 – present)

Overland Direct, Inc. v. Esola Capital Investment, LLC

(San Diego County Superior Court Case No. 37-2013-00078078)

Appointed as Receiver to Manage and Rehabilitate Commercial Building Pending Ownership Dispute and City Code Enforcement Action (November 2021 – present)

City of San Diego v. Reed

(San Diego County Superior Court Case No. 37-2021-00035205)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property (August 2021 – April 2023)

City of Gardena v. Kaplonek

(Los Angeles County Superior Court Case No. 21TRCP00238)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property (August 2021 – August 2023)

City of San Diego v. Teto-Oran, LP

(San Diego County Superior Court Case No. 37-2021-00025057)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property (June 2021 – January 2023)

City of San Diego v. Golden

(San Diego County Superior Court Case No. 37-2021-00021672)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property (June 2021 – present)

City of San Diego v. Rosas

(San Diego County Superior Court Case No. 37-2020-00041938)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property (May 2021 – October 2022)

City of La Habra v. Wang

(Orange County Superior Court Case No. 30-2021-01195309)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property (May 2021 – August 2022)

City of Sacramento v. Sheldon

(Sacramento County Superior Court Case No. 34-2021-00295965)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property (May 2021 – present)

City of Garden Grove v. Rodriguez

(Orange County Superior Court Case No. 30-2020-01159262)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2021 – present)

City of San Diego v. Miklus

(San Diego County Superior Court Case No. 37-2021-00016728)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2021 – present)

City of Ontario v. Gutierrez

(San Bernardino County Superior Court Case No. CIVDS 1937188)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(April 2021 – July 2021)

City of Sacramento v. Rodriguez

(Sacramento County Superior Court Case No. 34-2020-00286804)

Appointed as Post-Judgment Receiver to Oversee Rehabilitation and Management of Real Property
(April 2021 – January 2022)

City of Sacramento v. Moreland

(Sacramento County Superior Court Case No. 34-2021-00293231)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(April 2021 – August 2022)

City of Santa Ana v. Martinez

(Orange County Superior Court Case No. 30-2020-01165574)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(March 2021 – March 2022)

City of El Centro v. Was Fun Realty, Inc.

(Imperial County Superior Court Case No. ECU001784)

Appointed as Receiver to Oversee Rehabilitation and Management of Substandard Hotel
(March 2021 – February 2023)

Reppond v. Cleanspark, LLC

(San Diego County Superior Court Case No. 37-2019-00011858)

Appointed as Receiver to Control Business, Liquidate Assets and Wind-Up Entity
(February 2021 – present)

Hilkfiker v. Hilfiker

(San Diego County Superior Court Case No. EFL 18008)

Appointed as Receiver to Control and Sell Agricultural Land to Satisfy Divorce Judgment
(February 2021 – March 2023)

Winger v. May

(San Diego County Superior Court Case No. GIN032326)

Appointed as Post-Judgment Receiver to Control and Sell Real Property to Satisfy Judgment
(January 2021 – February 2023)

Hernandez v. Hernandez

(San Diego County Superior Court Case No. 37-2020-00016429)
Appointed as Partition Referee to Sell Disputed Real Property
(December 2020 – January 2022)

City of Sacramento v. Melton

(Sacramento County Superior Court Case No. 34-2019-00259351)
Appointed as Post-Judgment Receiver to Oversee Rehabilitation and Management of Real Property
(November 2020 – present)

City of San Diego v. Oku

(San Diego County Superior Court Case No. 37-2020-00032336)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2020 – September 2021)

Peralta v. Peralta

(San Diego County Superior Court Case No. 37-2020-00020373)
Appointed as Partition Referee to Sell Disputed Real Property
(October 2020 – March 2021)

City of Redding v. Estate of Dennis Creekmore

(Shasta County Superior Court Case No. 19-0194172)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(September 2020 – May 2021)

City of Oxnard v. Rastegar

(Ventura County Superior Court Case No. 56-2019-00536729)
Appointed as Receiver to Secure and Rehabilitate Distressed Auto Dealership Property
(August 2020 – present)

City of San Diego v. Zavala

(San Diego County Superior Court Case No. 37-2020-00024577)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2020 – November 2023)

Sutton v. Christensen

(Orange County Superior Court Case No. 30-2018-00970447)
Appointed as Partition Referee to Sell Disputed Real Property
(July 2020 – May 2021)

City of Colton v. Gomez

(San Bernardino County Superior Court Case No. CIVDS1920719)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2020 – June 2023)

Martin v. Mechling

(San Diego County Superior Court Case No. 37-2016-00037018)

Appointed as Post-Judgment Receiver to Aid in Collection on Civil Judgment related to Judgment Debtor's Business, including Intellectual Property Assets

(March 2020 – July 2020)

City of San Diego v. Brunton

(San Diego County Superior Court Case No. 37-2020-00003463)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(February 2020 – June 2020)

City of Chino v. Estrada

(San Bernardino County Superior Court Case No. CIVDS1921338)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(January 2020 – May 2021)

County of San Bernardino v. Stanovich

(San Bernardino County Superior Court Case No. CIVDS1929267)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(January 2020 – January 2021)

De Maria v. De Maria

(Los Angeles County Superior Court Case No. 18TRCV00129)

Appointed as Partition Referee to Sell Disputed Real Property

(December 2019 – March 2020)

County of Solano v. Villadsen

(Solano County Superior Court Case No. FCS054120)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(December 2019 – April 2022)

City of Palmdale v. Francis

(Los Angeles County Superior Court Case No. 18AVCV00040)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(December 2019 – March 2021)

City of San Diego v. Barton

(San Diego County Superior Court Case No. 37-2019-00057598)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(November 2019 – October 2021)

Hinkel v. Daoas

(San Diego County Superior Court Case No. 37-2019-00048115)

Appointed as Partition Referee to Sell Disputed Real Property

(October 2019 – November 2020)

City of Sacramento v. Ridenour

(Sacramento County Superior Court Case No. 34-2019-00248210)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2019 – September 2020)

City of San Diego v. Willey

(San Diego County Superior Court Case No. 37-2019-00030913)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2019 – November 2021)

City of Banning v. Gateway Business Complex, LLC

(Riverside County Superior Court Case No. RIC1700904)

Appointed as Receiver to Secure and Rehabilitate Distressed Business Park Development
(August 2019 – February 2021)

City of Sacramento v. Kong

(Sacramento County Superior Court Case No. 34-2018-00234968)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(August 2019 – August 2020)

Liberation Management, LLC v. Apollo Satellite Communications, LLC

(San Diego County Superior Court Case No. 37-2015-00009443)

Appointed as Receiver to Monitor and Oversee Business Operations of Ongoing Business in Dispute
(August 2019 – present)

City of San Diego v. Edwards

(San Diego County Superior Court Case No. 37-2019-00029399)

Appointed as Receiver to Oversee Rehabilitation and Management of Multi-Family Property
(July 2019 – present)

City of Vista v. Estate of Deal

(San Diego County Superior Court Case No. 37-2019-00016348)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2019 – March 2021)

City of San Marcos v. Pacho

(San Diego County Superior Court Case No. 37-2019-00019234)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(April 2019 – October 2020)

City of Sacramento v. Sutton

(Sacramento County Superior Court Case No. 34-2019-00251333)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(April 2019 – October 2019)

City of Lemon Grove v. Wit Administration, Inc.

(San Diego County Superior Court Case No. 37-2016-00015271)

Appointed as Receiver to Oversee Rehabilitation and Management of Retail Center
(April 2019 – September 2022)

City of Garden Grove v. Rodriguez

(Orange County Superior Court Case No. 30-2018-01022938)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(March 2019 – September 2020)

Ortanez v. Ortanez

(San Diego County Superior Court Case No. 37-2018-00007329)

Appointed as Partition Referee to Sell Disputed Real Property (multi-family duplex)
(February 2019 – December 2019)

City of Brawley v. Flores

(Imperial County Superior Court Case No. ECU000356)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(January 2019 – May 2020)

City of Sacramento v. Taylor

(Sacramento County Superior Court Case No. 34-2018-00245258)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(January 2019 – August 2020)

City of San Diego v. Ulm

(San Diego County Superior Court Case No. 37-2018-00058132)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(December 2018 – September 2020)

City of Escondido v. Lawrence

(San Diego County Superior Court Case No. 37-2018-00043765)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2018 – April 2021)

City of San Diego v. Kulhanek

(San Diego County Superior Court Case No. 37-2018-00044764)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2018 – present)

City of Escondido v. Karp

(San Diego County Superior Court Case No. 37-2018-00041001)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2018 – September 2019)

Jhawar Reh, LLC v. Centramed, LLC

(San Diego Superior Court Case No. 37-2017-00027931)

Appointed as Post-Judgment Receiver to enforce Judgment Creditor's Judgment, including taking control of and selling computer software assets
(October 2018 – January 2019)

City of San Diego v. House

(San Diego County Superior Court Case No. 37-2018-00034064)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2018 – November 2020)

Razuki v. Malan, et al.

(San Diego County Superior Court Case No. 37-2018-00034229)
Court-Approved Counsel for Receiver in Control of Existing Legal Marijuana Dispensary and
Production Facility Business
(July 2018 – February 2023)

City of San Marcos v. San Marcos Collective

(San Diego County Superior Court Case No. 37-2017-00027107)
Appointed as Receiver to Take Control of and Shut Down an Illegal Marijuana Dispensary
(July 2018 – June 2019)

County of Santa Clara v. Gullicksen

(Santa Clara County Superior Court Case No. 1-09-CV-141882)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2018 – present)

City of Upland v. Bean

(San Bernardino County Superior Court Case No. CIVDS1808053)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(June 2018 – July 2022)

City of Garden Grove v. Obando

(Orange County Superior Court Case No. 30-2018-00985627)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2018 – August 2021)

Vailu-u v. Via

(Orange County Superior Court Case No. 30-2017-00926981)
Appointed as Partition Referee to Sell Disputed Real Property
(May 2018 – December 2018)

City of Brawley v. Caldeman

(Imperial County Superior Court Case No. ECU09985)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2018 – September 2019)

City of San Diego v. Sanders

(San Diego County Superior Court Case No. 37-2018-00007424)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(February 2018 – May 2019)

City of Fontana v. Rodriguez

(San Bernardino County Superior Court Case No. CIVDS1708435)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(February 2018 – June 2022)

Salonsaari v. Proctor

(Orange County Superior Court Case No. 30-2017-00946446)
Appointed as Partition Referee to Sell Disputed Real Property
(February 2018 – April 2019)

Persson v. Childs

(San Diego County Superior Court Case No. 37-2016-00001800)
Appointed as Partition Referee to Sell Disputed Real Property
(February 2018 – November 2018)

Alvarez v. Montemayor

(San Diego County Superior Court Case No. 37-2017-00031374)
Appointed as Partition Referee to Sell Disputed Real Property
(January 2018 – February 2020)

City of San Diego v. Iatridis

(San Diego County Superior Court Case No. 37-2017-00045079)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(December 2017 – April 2019)

City of Fontana v. Choi

(San Bernardino County Superior Court Case No. CIVDS1717424)
Appointed as Receiver to Oversee Rehabilitation and Management of Two Substandard Single-Family Properties
(December 2017 – May 2018)

All v. Theodore

(San Diego County Superior Court Case No. 37-2015-00020127)
Appointed as Partition Referee to Sell Disputed Real Property
(October 2017 – August 2020)

Campos v. Castellon

(Los Angeles County Superior Court Case No. KC068727)
Appointed as Partition Referee to Sell Disputed Real Property
(October 2017 – May 2018)

City of Banning v. Zukaza, LLC

(Riverside County Superior Court Case No. RIC1700904)
Appointed as Receiver to Secure and Sell Abandoned Business Park Development
(October 2017 – September 2018)

City of Rancho Cucamonga v. Pestel

(San Bernardino County Superior Court Case No. CIVDS1709061)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(September 2017 – present)

City of Chula Vista v. Green Lady

(San Diego County Superior Court Case No. 37-2016-00006706)
Appointed as Receiver to Take Control of and Shut Down an Illegal Marijuana Dispensary
(September 2017 – August 2019)

City of Garden Grove v. Tamura

(Orange County Superior Court Case No. 30-2017-00916100)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(August 2017 – January 2019)

City of Riverside v. Vanowen Holdings, LLC

(Riverside County Superior Court Case No. RIC1613114)
Appointed as Receiver to Oversee Development of Partially-Completed 113-unit Apartment/Assisted-Living Property
(August 2017 – August 2019)

City of San Diego v. Hoffman

(San Diego County Superior Court Case No. 37-2017-00021581)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2017 – September 2019)

Ouren v. Trites

(San Diego County Superior Court Case No. 37-2016-00022858)
Appointed as Partition Referee to Sell Disputed Real Property and Time-Share Property
(June 2017 – August 2019)

City of San Diego v. Sikking

(San Diego County Superior Court Case No. 37-2017-00016222)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2017 – November 2021)

City of Fontana v. Cantoria

(San Bernardino County Superior Court Case No. CIVDS1619631)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2017 – September 2018)

City of Fontana v. Hamel

(San Bernardino County Superior Court Case No. CIVDS1619658)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(March 2017 – June 2018)

City of Tehachapi v. Price

(Kern County Superior Court Case No. BCV-16-102193)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(December 2016 – March 2018)

City of Tehachapi v. Razza

(Kern County Superior Court Case No. BCV-16-101921)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(December 2016 – February 2018)

City of Coachella v. Gonzalez

(Riverside County Superior Court Case No. PSC1602109)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2016 – April 2018)

City of San Diego v. Espinoza

(San Diego County Superior Court Case No. 37-2016-00036540)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2016 – October 2018)

City of Coachella v. Ochoa

(Riverside County Superior Court Case No. PSC1604517)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2016 – January 2018)

City of Solana Beach v. Fuess

(San Diego County Superior Court Case No. 37-2016-00001673)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2016 – September 2017)

Stokes v. LaMotte

(Orange County Superior Court Case No. 30-2016-00841169)

Appointed as Partition Referee to Sell Real Property in Dispute
(September 2016 – September 2018)

Meek-Barros, LLC v. Adams-Garbiras Developers, LLC

(San Diego County Superior Court Case No. 37-2016-00011529)

Appointed as Receiver to Oversee/Develop/Liquidate Partially-Completed 22-Home Residential
Development Due to Developer Partnership Dispute
(August 2016 – August 2017)

Oceanside Community Association v. Altholz

(San Diego County Superior Court Case No. 37-2016-00022136)

Appointed as Rents & Profits Receiver to Manage Real Property Pending Foreclosure
(July 2016 – September 2016)

City of San Diego v. Parry

(San Diego County Superior Court Case No. 37-2016-00020392)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2016 – November 2017)

Brown v. Brown

(San Diego County Superior Court Case No. 37-2016-00003545)
Appointed as Partition Referee to Sell Real Property in Dispute
(June 2016 – June 2017)

Harrow v. Harrow

(Los Angeles County Superior Court Case No. BC593497)
Appointed as Partition Referee to Sell Property in Dispute – Apartment Building & Land
(May 2016 – July 2020)

City of Garden Grove v. Kuskie

(Orange County Superior Court Case No. 30-2015-00823918)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2016 – December 2018)

City of San Diego v. Flick

(San Diego County Superior Court Case No. 37-2016-00007929)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(April 2016 – June 2017)

City of Redding v. Shree Shiva, LLC

(Shasta County Superior Court Case No. 15-183558)
Appointed as Receiver to Oversee Rehabilitation and Management of 59-unit Motel
(March 2016 – September 2018)

City of Eureka v. Espinosa

(Humboldt County Superior Court Case No. CV140707)
Appointed as Receiver to Oversee Rehabilitation and Management of 5 Substandard Properties
(February 2016 – June 2016)

City of San Diego v. Castro

(San Diego County Superior Court Case No. 37-2015-00035395)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(December 2015 – December 2016)

City of Garden Grove v. Lee

(Orange County Superior Court Case No. 30-2015-00816659)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2015 – May 2017)

City of Fullerton v. Beze

(Orange County Superior Court Case No. 30-2015-00810361)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2015 – September 2018)

Nguyen v. Nguyen

(San Diego County Superior Court Case No. 37-2014-00035089)

Appointed as Partition Referee to Sell Property in Dispute

(August 2015 – March 2016)

City of El Centro v. Lewis

(Imperial County Superior Court Case No. ECU08683)

Appointed as Receiver to Oversee Rehabilitation and Management of Apartment Building

(June 2015 – January 2017)

Schussler v. McAbee

(San Diego County Superior Court Case No. 37-2014-00022456)

Appointed as Partition Referee to Sell Property in Dispute

(June 2015 – October 2015)

City of Garden Grove v. Weber

(Orange County Superior Court Case No. 30-2015-00788658)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(June 2015 – March 2017)

City of Costa Mesa v. Leong

(Orange County Superior Court Case No. 30-2015-00779709)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(April 2015 – March 2016)

City of Whittier v. Hubert

(Los Angeles County Superior Court Case No. VS026906)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(April 2015 – May 2017)

City of Whittier v. Veronin

(Los Angeles County Superior Court Case No. VS026645)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(February 2015 – July 2016)

City of Los Altos v. Schwafel

(Santa Clara County Superior Court Case No. 114CV262000)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(February 2015 – April 2016)

City of El Centro v. Mercado

(Imperial County Superior Court Case No. ECU08474)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(February 2015 – January 2016)

City of Highland v. Wolfe

(San Bernardino County Superior Court Case No. CIVDS1313867)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property

(January 2015 – August 2016)

City of Crescent City v. Reddy

(Del Norte County Superior Court Case No. CVUJ13-1245)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(November 2014 – November 2019)

City of Willows v. Fulton

(Glenn County Superior Court Case No. 13CV01227)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2014 – March 2017)

City of Willows v. Gregory

(Glenn County Superior Court Case No. 13CV01226)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2014 – January 2017)

City of Willows v. Little

(Glenn County Superior Court Case No. 13CV01225)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(October 2014 – January 2017)

City of Fullerton v. Milton

(Orange County Superior Court Case No. 30-2014-00725920)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(September 2014 – June 2015)

City of Sunnyvale v. Stersky

(Santa Clara County Superior Court Case No. 113CV252957)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(September 2014 – April 2015)

Marquez v. Bonilla

(Riverside County Superior Court Case No. RIC1311808)

Appointed as Partition Referee to Sell Property in Dispute
(September 2014 – June 2015)

Vi v. Vi

(Orange County Superior Court Case No. 30-2013-00690185)

Appointed as Partition Referee to Sell Property in Dispute
(August 2014 – May 2015)

City of Lakewood v. Atwater

(Los Angeles County Superior Court Case No. VS025999)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(August 2014 – January 2017)

City of South Pasadena v. Wang

(Los Angeles County Superior Court Case No. ES017876)

Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(July 2014 – August 2015)

City of Irvine v. Sears

(Orange County Superior Court Case No. 30-2014-00719358)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(May 2014 – August 2015)

Young v. Sharts

(San Diego Superior Court Case No. 37-2010-00054526)
Appointed as Post-Judgment Receiver related to Judgment Debtor's Intellectual Property
(April 2014 – December 2015)

Logan Mortgage, Inc. v. Liosis Enterprises, Inc.

(Los Angeles Superior Court Case No. EC062248)
Acted as Assistant Receiver in Rents & Profits Receivership for 14-unit Commercial Building
(March 2014 – June 2014)

City of La Habra v. Hastie

(Orange County Superior Court Case No. 30-2014-00707861)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(March 2014 – May 2015)

City of Buena Park v. Nguyen

(Orange County Superior Court Case No. 30-2014-00690775)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(February 2014 – April 2015)

Jenison v. Jenison

(Orange County Superior Court Case No. 30-2013-00658250)
Appointed as Partition Referee to Sell Property in Dispute
(November 2013 – June 2017)

City of La Habra v. Cortez

(Orange County Superior Court Case No. 2013-00662861-CU-PT-CJC)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(August 2013 – March 2015)

City of Whittier v. Verdusco

(Los Angeles County Superior Court Case No. VS024669)
Appointed as Receiver to Oversee Rehabilitation and Management of Real Property
(June 2013 – June 2014)

City of Westminster v. Mederios

(Orange County Superior Court Case No. 30-2012-00603405)
Appointed as Receiver to Rehabilitate and Sell Real Property
(November 2012 – January 2014)

City of South Pasadena v. Atari, et al.

(Los Angeles County Superior Court Case No. GS014444)
Appointed as Receiver to Oversee Rehabilitation of Real Property
(August 2012 – July 2013)

City of La Habra v. O'Connor

(Orange County Superior Court Case No. 30-2011-00526776)

Appointed as Receiver to Oversee Management and Rehabilitation of Apartment Building
(July 2012 – March 2013)

City of La Habra v. St. Clair

(Orange County Superior Court Case No. 30-2010-00399324)

Appointed as Receiver to Oversee Rehabilitation of Real Property
(September 2010 – January 2012)

City of Westminster v. Falzon

(Orange County Superior Court Case No. 30-2010-00382978)

Appointed as Receiver to Oversee Rehabilitation of Real Property
(September 2010 – July 2011)



Richardson Griswold
Court-Appointed Receiver
& Partition Referee

Attorney Richardson Griswold of Griswold Law, APC acts as a court-appointed Receiver and court-appointed Partition Referee in California. Mr. Griswold has been appointed by more than two hundred (200) California courts in twenty-two different California counties. He served on the Board of Directors of the California Receivers Forum for several years and was the 2019 President of the California Receivers Forum.

Mr. Griswold is a member of the California State Bar and licensed to practice law in all California state courts, as well as the United States District Courts in the Southern, Eastern, and Central Districts of California. Mr. Griswold earned his undergraduate degree from the University of California, Davis, and his law degree, *magna cum laude*, from California Western School of Law in San Diego. Mr. Griswold is also a licensed California Real Estate Broker. He currently co-owns a property management company in San Diego (Red House Property Management) and previously served as Vice President of a commercial and residential property management company in Los Angeles. *See attached resume for additional information.*

Further, Mr. Griswold acts as an expert witness regarding the receiver's duty of care, management/operations of multi-family and hospitality properties, and habitability standards. He is consistently invited to speak at conferences and seminars in California and across the nation on the use of the receivership remedy.

Billing Rates

Richardson Griswold	Billing Rate:	\$335.00/hour
Staff Attorney	Billing Rate:	\$330.00/hour
Managing Director of Receivership Operations	Billing Rate:	\$310.00/hour
Sr. Project Manager	Billing Rate:	\$275.00/hour
Receivership Administrator/Paralegal	Billing Rate:	\$245.00/hour

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[PROPOSED] ORDER

Based on the Stipulation for Interlocutory Judgment and Order Appointing Referee for Partition by Sale entered by Plaintiffs Dottie Sazon and Antonio A. Arcaro, and Defendants Orlando Sazon, Thelma Sazon, and Optimum Real Estate, LLC (the "Parties"), and good cause appearing, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Court approves the Parties' Stipulation for Interlocutory Judgment and Order Appointing Referee for Partition by Sale pursuant to California Code of Civil Procedure §§ 872.120, 873.010 et seq., and 873.600.

2. The real property that is the subject of this action is commonly known as 900 Calle Hermosa, San Dimas, California 91773, Assessor's Parcel Number 8396-010-001 (the "Property"). Plaintiffs Antonio A. Arcaro and Defendant Optimum Real Estate, LLC each hold an undivided 50% interest in the Property.

3. The Court finds it equitable and in the best interests of the Parties that the property be partitioned by sale rather than in kind.

4. The Court hereby appoints Richardson C. Griswold as Referee pursuant to California Code of Civil Procedure §§ 873.010 and 873.060 to take control and possession of the subject property and to conduct the sale of the property in the manner and form prescribed by law and this Order.

5. The Court shall determine all claims for offsets, reimbursements, or other equitable adjustments and shall order the final allocation of net sale proceeds pursuant to California Code of Civil Procedure §§ 872.140 and 873.850. The Referee shall not distribute any sale proceeds until ordered by this

Court. DATED: 10/29/2025



[Handwritten Signature]

HONORABLE JUDGE OF
THE SUPERIOR COURT
Christian R. Gullon / Judge