

1 **IN THE U. S. DISTRICT COURT**
2 **CENTRAL DISTRICT OF CALIFORNIA**

3 **GILBERT D. GONZALES and** §
4 **MARIA ELVA GOZALES,** §

5 **Plaintiffs** §

6 **v.** §

7 **JPMORGAN CHASE BANK, N.A.,** §
8 **U.S. BANK TRUST, N.A.,** §
9 **MICHAEL R. KOPPERS and** §
10 **RHONDA S. KOPPERS,** §
11 **CLEAR RECON CORP,** §
12 **QUALITY LOAN SERV CORP,** §
13 **KEVIN B. SAWKINS** §

14 **Defendants** §

CASE NO. ED-CV-25-00639

DATE: April 16, 2025

14 **EMERGENCY MOTION TO STAY FORECLOSURE SALE**
15 **A WRONGFUL FORECLOSURE WAS DONE ON THE PLAINTIFFS ON APRIL 2, 2025**

16 Now comes Gilbert D. Gonzales and Maria Elva Gonzales and files this Emergency
17 Motion to Stay the Foreclosure Sale, as the Plaintiffs do not owe a Note on their property, the
18 Plaintiffs are victims of identity theft, mortgage fraud, and exploitation by the Defendants. The
19 Plaintiffs ask this Court for an Emergency Motion For Stay Of Foreclosure Sale, until the has
20 been a hearing with a Trial by Jury and all matters have been resolved. The Plaintiffs paid off
21 their home in 1999 (See Exhibit A – Paid and Satisfied) and do not owe on a Note as claimed by
22 the Defendants. The Plaintiffs were denied due process in the Superior Court, the attorneys
23 would not let the Plaintiffs speak, and as the Plaintiffs attorney Benjamin Yrungaray, did not turn
24 in the Plaintiffs evidence, Benjamin Yrungaray did not turn in the Plaintiffs “Paid and Satisfied”
25 to the Judge in the Superior Court. The Plaintiffs have spent over \$80,000 defending their case.
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1 This is fraud per 18 USC§1341 Frauds and Swindles, False Statements by the Defendants per 18
2 USC§1001, False Claim per 18 USC§287 and Conspiracy per 18 USC§371 by all of the
3 Defendants. The Defendants sold the Plaintiffs property on April 2, 2025 when the Plaintiffs
4 paid off their VA Loan on May 5, 1999 and the Substitution of Trustee and Full Reconveyance
5 to Gilbert D. Gonzales and Maria Elva Gonzales of “Paid and Satisfied” was filed of record with
6 San Bernardino County on May 13, 1999 (See Exhibit A), and the Plaintiffs did no other
7 mortgage loans.

9 **FRAUD ON THE COURT BY THE DEFENDANTS PER 18 USC§248**

10 There has been Fraud Upon the Court by the Defendants per 18 USC§248- having
11 devised or intending to devise any scheme or artifice to defraud, or for obtaining money or
12 property by means of false or fraudulent pretenses. The Plaintiffs never signed for the loans in
13 question.

14 Fraud upon the court is a serious violation that can occur within a court of law. If fraud occurs,
15 the entire case is voided or cancelled, and any ruling or judgment issued by the court becomes
16 invalid²⁵. The federal law for fraud upon the court is found in 18 U.S.C. § 248¹⁴.

17 **I. THE PLAINTIFFS ARE PROTECTED FROM FRAUD BY THE FEDERAL** 18 **GOVERNMENT, PER 50 USC Ch. 50: SERVICEMEMBERS CIVIL RELIEF, THE** 19 **SOCIAL SECURITY ACT and THE PLAINTIFFS ARE PROTECTED BY** 20 **ELDERLY LAW**

- 21 1. There needs to be a complete and thorough investigation on all of the Defendants, as
22 this has been fraud committed against the Plaintiffs, as the Defendants have refused to
23 provide full discovery in violation of Federal Rule of Civil Procedure Rule 37 and
24 Civil Code§2924.17. There is no paper trail of where the money went for these loans,
25 and who was the money paid to when paid by a wire or a check.
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II. THERE IS NO FAILURE TO STATE A CLAIM BY THE PLAINTIFFS

2. There is no failure to state a claim by the Plaintiffs, the Plaintiffs are victims of identity theft per CA Civ Code § 1798.92 and mortgage fraud per California Penal Code § 532f, and the Plaintiffs have made it very clear that the signatures on the Deeds of Trust and Notes in question do not belong to them. The Plaintiffs have never had a mortgage loan with Washington Mutual nor with JPMorgan Chase, nor U. S. Bank Trust, N.A.. It has been the neighbors Defendants Michael R. Koppers and Rhonda S. Koppers that have been taking loans by using the Plaintiffs' Lot# 45 according to Chase employees. The Plaintiffs have asked the Defendants Michael R. Koppers and Rhonda S. Koppers to correct their documents but none of the Defendants have been willing to correct the paperwork to Lot# 46, which is the lot number to Michael R. Koppers and Rhonda S. Koppers (See Exhibit B – Tax Info on the Koppers). Documents with San Bernardino County (See Exhibit C – docs filed using Lot# 45 by Koppers and Exhibit C-1 – the Warranty Deed signed by Bento Martin says Lot# 46 of Tract No. 9192, in the City of Chino Hills, County of San Bernardino, State of California – CHINO HILLS DOES NOT EXIST). The Plaintiffs have gone and spoken to the San Bernardino County Clerk, and their office has not helped the Plaintiffs. At the office of the San Bernardino County Clerk, there are documents filed signed by Michael R. Koppers and Rhonda S. Koppers doing loans and using Lot# 45, how is it that the San Bernardino County Clerk's Office and the D.A.'s office is allowing this, telling the Plaintiffs that there is nothing they can do. Where is Justice? The Defendants can go and file documents on the Plaintiff's

property, when the Defendants have no interest and do not own the property, but when the Plaintiffs go to defend their property they are treated like they have no rights. Clear Recon Corporation, Quality Loan Service Corporation and U. S. Bank Trust can go and file these Assignments of Mortgage with no Agreement nor Contract, and no Transfer of the Note. An Assignment of Mortgage without the Transfer of the Note is invalid, a copy of a blank endorsed Note does not transfer ownership. Notices of Foreclosure without the proper paperwork. AGAIN THE PLAINTIFFS PROPERTY WAS PAID OFF ON May 5, 1999 (See Exhibit A). All of these documents filed against the Plaintiffs are falsified documents. The foreclosure filed against the Plaintiffs is a False Claim per [31 USC 3729: False claims](#).

III. WRONGFUL FORECLOSURE BY THE TRUSTEE Sources and Authority

3. Violation of Civil Code section 2924c.

1.1 “The elements of the tort of wrongful foreclosure are: ‘ “(1) the trustee or mortgagee caused an illegal, fraudulent, or willfully oppressive sale of real property pursuant to a power of sale in a mortgage or deed of trust for which the Plaintiffs did not sign these Deeds of Trust; (2) the party attacking the sale (the Plaintiffs) were prejudiced or harmed; and (3) in cases where the trustor or mortgagor challenges the sale, the trustor or mortgagor tendered the amount of the secured indebtedness or was excused from tendering” ’; and (4) ‘ “no breach of condition or failure of performance existed on the mortgagor’s or trustor’s part which would have authorized the foreclosure or exercise of the power of sale.” ’ ” (*Majd, supra*, 243 Cal.App.4th at pp. 1306–1307 [197 Cal.Rptr.3d 151].)

1.2 “ ‘The basic elements of a tort cause of action for wrongful foreclosure track the elements of an equitable cause of action to set aside a foreclosure sale. They are:

1 “(1) the trustee or mortgagee caused an illegal (the loan servicer who claims to be the mortgagee,
2 when Loan Servicers never lend any money on mortgage loans and have no right to foreclose as
3 they claim), fraudulent, or willfully oppressive sale of real property pursuant to a power of sale
4 in a mortgage or deed of trust; (2) the party attacking the sale (usually but not always the trustor
5 or mortgagor) was prejudiced or harmed; and (3) in cases where the trustor or
6 mortgagor challenges the sale, the trustor or mortgagor tendered the amount of
7 the secured indebtedness or was excused from tendering.” ’ ’ (*Daniels v. Select*
8 *Portfolio Servicing, Inc.* (2016) 246 Cal.App.4th 1150, 1184–1185 [201
9 Cal.Rptr.3d 390].)

10 1.3 “Justifications for setting aside a trustee’s sale from the reported cases, which
11 satisfy the first element, include the trustee’s or the beneficiary’s failure to
12 comply with the statutory procedural requirements for the notice or conduct of
13 the sale. Other grounds include proof that (1) the trustee did not have the power
14 to foreclose; (2) the trustor was not in default, no breach had occurred, or the
15 lender had waived the breach; or (3) the deed of trust was void.” (*Lona v.*
16 *Citibank, N.A.* (2011) 202 Cal.App.4th 89, 104–105 [134 Cal.Rptr.3d 622],
internal citations omitted.)

17 1.4 “Wrongful foreclosure is a common law tort claim.” (*Turner, supra*, 27
18 Cal.App.5th at p. 525.)

19 1.5 “[A] trustee or mortgagee may be liable to the trustor or mortgagor for damages
20 sustained where there has been an illegal, fraudulent or wil[l]fully oppressive
21 sale of property under a power of sale contained in a mortgage or deed of trust.
22 [Citations.] This rule of liability is also applicable in California, we believe,
23 upon the basic principle of tort liability declared in the Civil Code that every
24 person is bound by law not to injure the person or property of another or
25 infringe on any of his rights.” (*Miles v. Deutsche Bank National Trust Co.*
26 (2015) 236 Cal.App.4th 394, 408 [186 Cal.Rptr.3d 625].)

27 1.6 “To successfully challenge a foreclosure sale based on a procedural irregularity,
28 the plaintiff must show both that there was a failure to comply with the

1 procedural requirements for the foreclosure sale and that the irregularity
2 prejudiced the plaintiff.” (*Citrus El Dorado, LLC v. Chicago Title Co.* (2019) 32
3 Cal.App.5th 943, 950 [244 Cal.Rptr.3d 372].)

4 1.7 “Mere technical violations of the foreclosure process will not give rise to a tort
5 claim; the foreclosure must have been entirely unauthorized on the facts of the
6 case. This is a sound addition.” (*Miles, supra*, 236 Cal.App.4th at p. 409.)

7 1.8 “Only the entity currently entitled to enforce a debt may foreclose on the
8 mortgage or deed of trust securing that debt’ ‘It is no mere “procedural
9 nicety,” from a contractual point of view, to insist that only those with authority
10 to foreclose on a borrower be permitted to do so.’ ” (*Sciaratta v. U.S. Bank*
11 *National Assn.* (2016) 247 Cal.App.4th 552, 562 [202 Cal.Rptr.3d 219], internal
12 citation omitted.)

13 1.9 “Where a mortgagee or trustee makes an unauthorized sale under a power of
14 sale he and his principal are liable to the mortgagor for the value of the property
15 at the time of the sale in excess of the mortgages and liens against said
16 property.” (*Miles, supra*, 236 Cal.App.4th at p. 409.)

17 1.10 “Lost equity in the property . . . is a recoverable item of damages. It is not,
18 however, the *only* recoverable item of damages. Wrongfully foreclosing on
19 someone’s home is likely to cause other sorts of damages, such as moving
20 expenses, lost rental income (which plaintiff claims here), and damage to credit.
21 It may also result in emotional distress (which plaintiff also claims here). As is
22 the case in a wrongful eviction cause of action, ‘ “The recovery includes all
23 consequential damages occasioned by the wrongful eviction (personal injury,
24 including infliction of emotional distress, and property damage) . . . and, upon a
25 proper showing . . . , punitive damages.” ’ ” (*Miles, supra*, 236 Cal.App.4th at p.
409.)

26 1.11 “Civil Code section 2924c thus limits the beneficiary’s contractual power of sale
27 by giving the trustor a right to cure a default and reinstate the loan within the
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1 stated time, even if the beneficiary does not voluntarily agree. ‘ “The law does
2 not require plaintiff to tender the purchase price to a trustee who has no right to
3 sell the property at all.” ’ To adequately plead a cause of action for wrongful
4 foreclosure, all plaintiffs had to allege was that they met their statutory
5 obligation by timely tendering the amount required by Civil Code section 2924c
6 to stop the foreclosure sale, but [defendant] refused that tender and thus allowed
7 the foreclosure sale to go forward when [defendant] should have accepted their
8 tender and canceled the sale. Plaintiffs did so. If [defendant] had accepted the
9 tender, which [defendant’s employee] stated was sufficient to cure the default, a
10 rescission of the foreclosure sale and reinstatement of the loan was *mandatory*,
11 and the subsequent sale was without legal basis and void” (*Turner, supra*,
27 Cal.App.5th at pp. 530–531, original italics, internal citations omitted.)

12 1.12 “A tender is an *offer* of performance’ Subdivision (a)(1) of Civil Code
13 section 2924c provides in pertinent part that ‘whenever all or a portion of the
14 principal sum of any obligation secured by deed of trust . . . has . . . been
15 declared due by reason of default in payment of interest or of any installment of
16 principal . . . , the trustor . . . may pay to the beneficiary . . . the entire
17 amount due, at the time payment is tendered . . . other than the portion of
18 principal as would not then be due had no default occurred, and thereby cure the
19 default theretofore existing, and thereupon, all proceedings theretofore had or
20 instituted shall be dismissed or discontinued and the obligation and deed of trust
21 . . . shall be reinstated and shall be and remain in force and effect’ Here,
22 for purposes of Civil Code section 2924c, [plaintiff] effectively tendered
23 payment of the amount then due when he told [an agent of defendant] that he
24 would like to pay off the entire amount of the default. Actual submission of a
payment was not required.” (*Turner, supra*, 27 Cal.App.5th pp. 531–532.)

25 1.13 “A tender is an unconditional offer to perform an order to extinguish an
26 obligation.” (*Crossroads Investors, L.P. v. Federal National Mortgage*
27 *Association* (2017) 13 Cal.App.5th 757, 783 [222 Cal.Rptr.3d 1].)

1 • “The third element—tender—requires the trustor to make ‘an offer to pay the
2 full amount of the debt for which the property was security.’ ” (*Ram v. OneWest*
3 *Bank, FSB* (2015) 234 Cal.App.4th 1, 11 [183 Cal.Rptr.3d 638].)

4 1.14 “ ‘A full tender must be *made* to set aside a foreclosure sale, based on equitable
5 principles.’ Courts, however, have not required tender when the lender has not
6 yet foreclosed and has allegedly violated laws related to avoiding the necessity
7 for a foreclosure.” (*Pfeifer v. Countrywide Home Loans, Inc.* (2012) 211
8 Cal.App.4th 1250, 1280 [150 Cal.Rptr.3d 673], original italics.)

9 1.15 “*Pfeifer*[, *supra*, 211 Cal.App.4th 1250] and the other tender cases are
10 inapplicable here because [plaintiff] has not sued to set aside or prevent a
11 foreclosure sale. In the sixth cause of action, he sought to quiet title to the
12 property, which he cannot do without paying the outstanding indebtedness.”
13 (*Lueras v. BAC Home Loans Servicing, LP* (2013) 221 Cal.App.4th 49, 87 [163
14 Cal.Rptr.3d 804].)

15 1.16 “Here, neither the deed of trust nor the governing statutes expressly create a duty
16 on the part of [defendant] to verify that the beneficiary received a valid
17 assignment of the loan or to verify the authority of the person who signed the
18 substitution of trustee. [Plaintiff] has not cited, and we have not discovered, any
19 authority holding a trustee liable for wrongful foreclosure or any other cause of
20 action based on similar purported failures to investigate. To the contrary, the
21 trustee generally ‘has no duty to take any action except on the express
22 instructions of the parties or as expressly provided in the deed of trust and the
23 applicable statutes.’ ” (*Citrus El Dorado, LLC, supra*, 32 Cal.App.5th at pp.
24 948–949.)

25 IV. MORTGAGE FRAUD BY DEFENDANTS

26 4. The Defendants have filed falsified documentation against the Plaintiffs, and there is
27 no statute of limitations per Fraud Upon the Court by an Officer of the Court, this is mortgage
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1 fraud per California Penal Code §532f. The Plaintiffs did not do the loans in question and did
2 not sign the Deeds of Trust and Notes in question, therefore making the Assignments of
3 Mortgage invalid, and making the claims being made by all Defendants Fraud Upon the Court,
4 therefore making their claims Null and Void and for which there is No Statute of Limitations for
5 Fraud Upon the Court. “Because plaintiffs allege a void as distinguished from a voidable
6 assignment, they are excused from having to allege tender as an element of her wrongful
7 foreclosure cause of action.” (Sciarratta v. U.S. Bank National Association
8 (2016) 247 Cal.App.4th 552, 565 fn. 10 [202 Cal.Rptr.3d 219].) – THE PLAINTIFFS
9 PROPERTY WAS PAID OFF ON MAY 5, 1999 AND FILED OF RECORD ON MAY 13,
10 1999 (See Exhibit A), AND THEY DID NOT OWE ANY MONEY FOR THESE CLAIMED
11 DEEDS OF TRUST and NOTES, THE PLAINTIFFS NEVER DID THESE LOANS.
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14 5. The Plaintiffs are victims of identity theft and mortgage fraud.

15 **V. DEFENDANTS HAVE FAILED TO PROVIDE DISCOVERY**
16 **AND ARE IN VIOLATION OF CIVIL CODE§2924.17**

17 6. The Defendants have also failed to provide full discovery as to the loans they are
18 claiming with supporting documentation, and this is also a violation of Civil Code§2924.17.
19 There is no trace of the money. The trace of the money has not been provided, who received this
20 money because the Plaintiffs did not.

21 7. Because the Defendants have failed to provide full discovery, it is the Plaintiffs that
22 are entitled to Summary Judgment and not the Defendants.

23 **VI. THERE ARE STILL TRIABLE ISSUES OF FACT AND SUMMARY JUDGMENT**
24 **CANNOT BE ISSUED AND THIS CASE CANNOT BE DISMISSED**

25 A Triable of Fact still pending is whether the Plaintiffs signed the loans in question, the
26 Defendants have not proven that the Plaintiffs signed these loans, and Dan J. Goulding from
27 Quality Loan Service Corporation refused to provide the Plaintiff Maria Elva Gonzales with full
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1 documentation, Maria Elva Gonzales let him know, we did not sign these loans and please report
2 this to the FBI, which Dan J. Goulding did not do (See Exhibit L – Email from Dan J. Goulding):

3 8. Due to the fact that the Defendants up to date have failed to provide discovery and are
4 in violation of Federal Rule of Civil Procedure Rule 37, there remains questions and there
5 remains triable issues of fact, there are unresolved matters pertaining to these fraudulent loans
6 that were done on the Plaintiffs. Where is the trace of the money, where is the wire or the checks
7 they claim the Plaintiffs received, where are the HUD1's, disbursement sheets, ledger sheets and
8 where are the wire(s) or check(s) that cleared their bank, the Plaintiffs did not receive any of this
9 money, and the Defendants have not provided any proof that the Plaintiffs received this money.
10 The Plaintiffs have repeatedly stated that the Deeds of Trust and Notes in question do not belong
11 to them, and the Defendants have failed to conduct a full and thorough investigation to see what
12 happened exactly, and have unjustly foreclosed on the Plaintiffs. The Defendants have failed to
13 provide full discovery as to the loans they are claiming with supporting documentation, and this
is also a violation of Civil Code§2924.17.

14 9. Also see the ruling by Judge John M. Pacheco, on December 6, 2021 for Case No.
15 CIVDS 1902467, where Judge Pacheco dismissed the Defendants claim for Summary Judgment,
16 based on insufficient evidence (See Exhibit D). Also states Triable Issue of Fact Still in
17 Question as whether the Plaintiffs signed the loan documents.

18 10. The identity of the banks on the Deeds of Trust needs to be revealed, the identities of
19 the investors also need to be revealed, they cannot wrongfully foreclose on people for financial
20 gain, especially as in the Plaintiffs case, their home is "Paid and Satisfied".

21 VI. IMPROPER ASSIGNMENTS OF MORTGAGE

22 11. The Plaintiffs paid off their home in May 13, 1999 by Instrument# 19990106253
23 (See Exhibit A), and there is no outstanding debt owed by the Plaintiffs. The Plaintiffs only did
24 a VA Loan, what is being foreclosed is an FHA Loan. As there is no Note owed by the
25 Plaintiffs, the Assignments of Mortgage are improper, invalid, and there cannot be a Substitution
26 of Trustee, the Trustee's Clear Recon Corporation and Quality Loan Service Corporation had no
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1 “Legal Authority to Foreclose”, and as they have no interest in the property that cannot file
2 against the property. There is No Direct Injury to any of the Defendants by the Plaintiffs, this is
3 Fraud that has been committed against the Plaintiffs per 18 USC§1341 Frauds and Swindles,
4 false statements by the Defendants per 18 USC§1001, false claim per 18 USC§287 and
5 Conspiracy per 18 USC§371 – this is conspiracy by the Defendants to defraud the government.
6 Why have the Defendants failed to provide the trace of the money, where are the checks that
7 cleared the bank – who issued them and who signed for them, where is the wire for this money,
8 and where are the signed checks and the wire that cleared the bank. The Plaintiffs never received
9 any of the money to the loans in question, the Plaintiff Maria Elva Gozales has repeatedly asked
10 the Defendants, “Show me the wire or the checks where I received this money, because we did
11 not do these loans,” and up to date the Defendants have failed to provide this information, the
12 question being “Why are the Defendants afraid to produce this information?” Why are the
13 Defendants hiding the trace of the money?
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18 12. See [Yvanova v. New Century Mortg. Corp., 199 Cal.Rptr.3d 66 365 P.3d 845 62 Cal.4th](#)
19 [919 \(Cal. 2016\)](#), the California Supreme Court held that a borrower has standing to challenge an
20 assignment of a deed of trust as void, where only the entity holding the beneficial interest under
21 the deed of trust may instruct the trustee to proceed with nonjudicial foreclosure. A void contract
22 has no legal effect and cannot be ratified or validated by the parties. (199 Cal.Rptr.3d 74-75) The
23 borrower, Tsvetana Yvanova, successfully challenged the assignment of her deed of trust after
24 the original lender, New Century Mortgage Corporation, had been dissolved. (199 Cal.Rptr.3d
25 66, 85) The court reversed the Court of Appeal's judgment and remanded for further
26 proceedings. (199 Cal.Rptr.3d 85)
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VIII. WRONGFUL DEBT COLLECTION

13. There are two loans in question that were NOT signed by the Plaintiffs Gilbert D. Gonzales and Maria Elva Gonzales as claimed by the Defendants. The Plaintiffs bought their home by a VA Loan with Norwest Mortgage, Inc. on October 15, 1996 being Instrument# 19960404734 (See Exhibit E) and paid it off on May 13, 1999 being Instrument# 19990206253 (See Exhibit F). So there are no Notes to be foreclosed on for the Plaintiffs. Therefore this makes the Deeds of Trust being Document# 2006-0159353 (See Exhibit G) and Document# 2005-0573525 (See Exhibit H) invalid, and this is mortgage fraud per California Penal Code §532f that was committed against the Plaintiffs Gilbert D. Gonzales and Maria Elva Gonzales. The Defendants claim a hand writing expert confirmed the signatures, up to date this report has not been provided neither to the Court nor to the Plaintiffs, this is “hearsay”, and hearsay is not admissible in Court.

14. IF, THE PLAINTIFFS HAD DONE A REFINANCE ON APRIL 27, 1999, AS CLAIMED BY THE DEFENDANTS, NORWEST MORTGAGE WOULD NOT HAVE SENT THE PLAINTIFFS THE “PAID AND SATISFIED” DATED MAY 5, 1999 AND FILED BY DOC# 19990106253 on MAY 13, 1999.

IX. WHERE IS ALL OF THE PAPEROWRK TO THE CLAIMED VA REFINANCE?

1. Where is the Settlement Statements and all closing documents for the refinance Deeds Of Trust Instrument# 19990175234 (See Exhibit I – Claimed Refi, not done by Plaintiffs).
2. Where are the wire transfers and checks for these closings and who cashed them?
3. Where are the notary books, with the I.D.’s, and the fingerprints? The notaries for these Deeds of Trust, claim to have lost their notary books.
4. Where are the book entries?
5. Who got this money as the Plaintiffs never signed for this refinance and the Plaintiffs never received any of this money?
6. Where did this money go and who received it?
7. Where is the Loan Application for this loan?

X. WHERE IS ALL OF THE PAPERWORK TO THE LOANS IN QUESTION?

8. Where is the Settlement Statements and all closing documents for the Deeds Of Trust Instrument# 2006-0159353 and Instrument# 2005-0573525.
9. Where are the wire transfers and checks for these closings and who cashed them?
10. Where are the notary books, with the I.D.'s, and the fingerprints? The notaries for these Deeds of Trust, claim to have lost their notary books.
11. Where are the book entries?
12. Who got this money as the Plaintiffs never signed these loans and the Plaintiffs never received any of this money? The Defendants claim that a handwriting expert confirmed that the signatures on these Deeds of Trust belonged to the Plaintiffs, but up to date the Defendants have not provided a report from a handwriting expert.
13. Where did this money go and who received it?
14. Where is the Loan Application for this loan?

Senate Bill 908, Sect. 2. Section 1788.52 – Debt Collection

(b) A debt buyer shall not make any written statement to a debtor in an attempt to collect a consumer debt unless the debt buyer has access to a copy of a contract or other document evidencing the debtor's agreement to the debt. If the claim is based on debt for which no signed contract or agreement exists, the debt buyer shall have access to a copy of a document provided to the debtor while the account was active, demonstrating that the debt was incurred by the debtor.

(a) A debt buyer shall provide the information or documents identified in subdivisions (a) and (b) to the debtor without charge within 15 calendar days of receipt of a debtor's written request for information regarding the debt or proof of the debt. If the debt buyer cannot provide the information or documents within 15 calendar days, the debt buyer shall cease all collection of the debt until the debt buyer provides the debtor the information or documents described in subdivisions (a) and (b).

16. Defendants also violated the Rosenthal Act's requirement that they comply with the federal Fair Debt Collection Practices Act (the FDCPA; 15 U.S.C. § 1692 et seq.).

XI. FAILURE TO PROVIDE AND REVIEW DOCUMENTS

17. Review of Foreclosure Documents CA Civ Code§2924.17

18. The Defendant's foreclosing are in violation of Civ Code§2924.17:

19. Before commencing foreclosure, a mortgage servicer is required to review competent and reliable evidence to substantiate the borrower's default and its right to foreclose. In addition, every recorded declaration, affidavit, NOD, Notice of Sale ("NOS"), assignment, and substitution of trustee must be accurate and complete, and supported by competent and reliable evidence. This provision does not sunset.

20. The Defendant's foreclosing are also in violation of Civ Code§2924.19:

21. Prior to a trustee's sale, a borrower may bring an injunctive action against a mortgage servicer for a material violation of Civil Code Sections 2923.5 (borrower outreach and declaration of contact or due diligence), 2924.17 (review of foreclosure documents), or 2924.18 (dual track prohibition).

22. There was no due diligence by the Defendants to the Plaintiff, the Plaintiff made it very clear that they did not do these loans, they did not sign for them and that they never received this money. The Plaintiffs asked the Defendants for proof of the wire(s) and check(s) where the Plaintiffs received this money, but the Defendants up to date have not provided these wire(s) or check(s), the Defendants have not provided their accounting books, ledger sheets, disbursement sheets not even the Settlement Statements/HUD1's, nor any closing paperwork, and the notaries on these Deeds of Trust claim they lost their notary books (See Exhibit J). All of this information should be in their file. When you look at the Deeds of Trust, these are fill in the blank documents, which is a sign of a fraudulent document. Nowadays there are computers and the documents should not look like these Deeds of Trust, fill in the blank documents. This is an indication of documents being fabricated. If you have all of these professionals with computers, why are fill in the blank documents being used, this makes no sense, especially in a professional environment. *See \$25 Billion Case against Robo Signers by the U.S. Government and all fifty state and signed by all fifty states*, where the Federal Government states that Loan

1 Servicers cannot foreclose and cannot file a claim in Bankruptcy because Loan Servicers never
2 lend money on mortgage loans and the government implemented several programs and pays
3 Loan Servicers to keep people in their homes. THESE LOAN SERVICERS ARE IN
4 VIOLATION OF AN ORDER ISSUED BY THE FEDERAL GOVERNMENT.

5 23. After a trustee's deed upon sale has been recorded, a mortgage servicer may
6 be liable to a borrower for actual damages for material violation of the abovementioned
7 Civil Code sections. Furthermore, a mortgage servicer may be liable for the greater of treble
8 damages or \$50,000 if the material violation was intentional, reckless or resulted in willful
9 misconduct.

10 24. The Plaintiff may be awarded reasonable attorney's fees and costs.

11 **XII. FORECLOSURE ON PROPERTY**
12 **DEFENDANTS HAD NO RIGHT TO CONDUCT A NON JUDICIAL FORECLOSURE**

13 25. A foreclosure is done when a debtor cannot keep up with their mortgage payments,
14 and as the Plaintiffs paid off their VA Loan on May 5, 1999 and filed of record with San
15 Bernardino County on May 13, 1999, Instrument # 19990206253, there was no Note(s) to be
16 foreclosed on for the Plaintiffs. When a lender does a foreclosure, the documents pertaining to
17 this foreclosure must be provided to the Plaintiffs with all of the supporting evidence per Civ
18 Code§2924.17, the rules must be followed when conducting a foreclosure. Clear Recon
19 Corporation and Quality Loan Service Corporation are foreclosing on an invalid loans. As there
20 is no Deed of Trust nor Note owed by the Plaintiffs, there was no Power of Sale to be enforced.
21

22 26. Lenders must follow specific legal steps outlined in the California Civil Code (Cal.
23 Civ. Code §§2923.3 to 2944.10) before proceeding with a non-judicial foreclosure. The
24 Defendants have failed to provide the Plaintiffs and the Courts with discovery to prove what they
25 are claiming, this is also a violation of Federal Rule of Civil Procedure Rule 37.
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1 27. A foreclosure was done on the Plaintiffs, Gilbert D. Gonzales and Maria Elva
2 Gonzales without Notice the Plaintiffs on April 2, 2025. This was a wrongful foreclosure as the
3 Plaintiffs paid off their VA Loan on May 5, 1999 and filed with San Bernardino County on May
4 13, 1999 by Instrument# 19990206253, there is no mortgage loan that was owed by the
5 Plaintiffs.
6

7 *When the borrower is not in default and there is no basis for the foreclosure’ ”*
8 *(Turner v. Seterus, Inc. (2018) 27 Cal.App.5th 516, 525–526 [238 Cal.Rptr.3d 528].)*
9

10 **XIII. NO DIRECT INJURY TO THE DEFENDANTS**

11 28. As the Plaintiffs home is “Paid and Satisfied” and the Plaintiffs do not owe a Note,
12 there is No Direct Injury to any of the Defendants, and they have no right to be filing anything
13 against the Plaintiffs, much less to file a foreclosure. The Defendants are simply trying to make
14 \$700,000, the approximate value of the Plaintiffs home. This is a False Claims that has been
15 filed against the Plaintiffs [31 USC 3729: False claims](#) defines "false claim" and establishes
16 liabilities for such claims, regardless of direct injury or damages. It defines "claim," what
17 constitutes a false claim, and associated penalties. This also includes filing false documents to
18 get paid by the government, these loans were money that was taken from the U. S. Treasury, and
19 all of the Defendants are responsible for all of this.
20

21 **XIV. GILBERT D. GONZALES, VETERAN OF THE** 22 **UNITED STATES GOVERNMENT**

23 29. [50 USC Ch. 50: SERVICEMEMBERS CIVIL RELIEF](#), the Servicemembers Civil Relief Act
24 (SCRA), offers protections for servicemembers, including some that extend beyond their period
25 of service. These protections cover areas such as legal proceedings, evictions, installment
26 contracts, mortgages, and credit card interest rates.
27
28

- 1 • **Enforcement by the Attorney General:** The Attorney General can commence civil
2 actions against those engaging in a pattern or practice of violating the SCRA (Section
3 4041).
- 4 • **Private Right of Action:** Individuals aggrieved by a violation of the SCRA can bring a
5 private right of action (Section 4042).

6 The Plaintiff, Gilbert D. Gonzales is a Veteran of the United States and is protected by
7 the Federal Government. Gilbert D. Gonzales who served his country and does not deserve to
8 have his stolen from him. The Plaintiff Gilbert D. Gonzales served his country and worked to
9 pay for his home and does not deserve to have his home stolen by the Defendants based on
10 fraudulent loans and only for financial gain. The home the Plaintiffs live in is paid off and now
11 has a value of over \$700,000. We now know that Clear Recon Corporation and Quality Loan
12 Service Corporation are foreclosure trustee's. Since the Plaintiffs home is paid off, there would
13 not be any foreclosure trustee for the Plaintiffs' property, as there is no outstanding loan from the
14 Plaintiffs. We have learned that there are a lot of complaints against Clear Recon Corporation
15 and against Quality Loan Service Corporation where these Defendants are acting as loan
16 servicers and where they claim they can do loan modifications (this information will be provided
17 to this court as there are hundreds of complaints). Quality Loan Service Corporation was sued
18 by the Attorney General of Washington and Quality Loan Service Corporation told they needed
19 to follow the rules. One cannot use a foreclosure company to do foreclosures without providing
20 discovery with all supporting documentation, and without verifying all of the paperwork, to
21 include the proof of the wires or checks, and up to date the wires and checks have not been
22 provided. One cannot use copies of documents to conduct a foreclosure, they must have the
23 original note.

24 **XV. ELDERLY ABUSE and PROTECTION BY THE SOCIAL SECURITY ACT**

25
26
27
28

1 30. The Plaintiff Gilbert D. Gonzales is eighty three (83) years old, and this falls under
2 elderly abuse per Civil and Financial Exploitation 10 G.C.A§21002. The Plaintiffs are protected
3 by the Federal Government. The Plaintiffs are protected from Elderly Abuse for Exploitation
4 and from fraud, the Social Security Act which also protects the Plaintiffs from fraud. The
5 Plaintiffs Gilbert D. Gonzales and Maria Elva Gonzales, at this point in their life, cannot go back
6 and work to pay another home, they have already paid off their home and should be enjoying
7 their retirement instead of having to fight off loan servicers and foreclosure trustee companies,
8 and a neighbor that has one fraudulent loans on their property, and that are trying to steal the
9 Plaintiffs home. Attorney Kevin B. Sawkins kept sending notices to the Plaintiffs that they
10 needed to pay his attorneys fees, when it was his clients Micheal R. Koppers and Rhonda S.
11 Koppers that created all of this problem and Kevin B. Sawkins is allowing being an attorney is
12 allowing his clients to commit these wrongful actions not only against the Plaintiffs but also
13 against the U. S. Treasury. The Defendants Michael R. Koppers and Rhonda S. Koppers have
14 been harassing the Plaintiffs by calling the police and making false complaints. The Plaintiffs
15 should not have to put up with this kind of harassment. Due to all of this stress the Plaintiff
16 Gilbert D. Gonzales now has anxiety conditions.

17
18
19
20 31. **The Plaintiffs are also protected by the Social Security Act:**

21 The **Social Security Act** includes provisions to protect elderly individuals from fraud and abuse
22 related to their Social Security benefits.
23

- 24 • **31. 18 U.S.C. § 1341 and § 1343 (Mail and Wire Fraud):** Prohibits fraudulent schemes
25 conducted through mail or electronic communications, often used in elder financial
26 exploitation.
- 27
28

XVI. PLAINTIFF IS ENTITLED TO INJUNCTION RELIEF

32. The Plaintiffs are asking the Court for a Preliminary Injunction until there has been a Trial by Jury and until all matters have been resolved, to restrain the Defendants from filing the Trustee's Deed as the Defendant's sold the Plaintiff's property on April 2, 2025 without Notice to the Plaintiffs and even after the Defendants had been served. There has never been a Judgment against the Plaintiffs and the Plaintiffs do not owe these claimed loans, and the Plaintiffs have never received a Notice for a Judgment. What the Courts have previously stated was that the Defendants had not provided enough proof to prove what they were claiming (See Exhibit K – Judge Apaloo).

33. The foreclosure sale is Null and Void as there was no Notice given to the Plaintiffs, and the Plaintiffs do not owe a Note. There was "No Power of Sale", as the Plaintiffs do not owe a Note as claimed by the Defendants.

2.1 [Civil Code Section 2924 - California Legislative Information](#) Section 2924.12(a)(1) states that if a trustee's deed upon sale has not been recorded, a borrower may bring an action for injunctive relief to enjoin a material violation of certain specified sections, including Sections 2923.55, 2923.6, 2923.7, 2924.9, 2924.10, 2924.11, or 2924.17. Any injunction shall remain in place and the trustee's sale shall be enjoined until the court determines that the violation has been corrected and remedied (Section 2924.12(a)(2)).

2.2 [Civil Code Section 2924 - California Legislative Information](#) Section 2924.19(a)(1) similarly provides that if a trustee's deed upon sale has not been recorded, a borrower may bring an action for injunctive relief to enjoin a material violation of Section 2923.5, 2924.17, or 2924.18. An injunction shall remain in place and any trustee's sale shall be enjoined until the court determines that the violation has been corrected and remedied (Section 2924.19(a)(2)).

2.3 [Civil Code Section 2924 - California Legislative Information](#)

2924.12. (a) (1) If a trustee's deed upon sale has not been recorded, a borrower may bring an action for injunctive relief to enjoin a material violation of Section 2923.55, 2923.6, 2923.7, 2924.9, 2924.10, 2924.11, or 2924.17. (2) Any injunction shall remain in place and any trustee's sale shall be enjoined until the court determines that the mortgage servicer, mortgagee, trustee, beneficiary, or authorized agent has corrected and remedied the violation or violations giving rise

1 to the action for injunctive relief. An enjoined entity may move to dissolve an injunction based
2 on a showing that the material violation has been corrected and remedied.

3 2924.19. (a) (1) If a trustee's deed upon sale has not been recorded, a borrower may bring an
4 action for injunctive relief to enjoin a material violation of Section 2923.5, 2924.17, or 2924.18.
5 (2) An injunction shall remain in place and any trustee's sale shall be enjoined until the court
6 determines that the mortgage servicer, mortgagee, beneficiary, or authorized agent has corrected
7 and remedied the violation or violations giving rise to the action for injunctive relief. An
8 enjoined entity may move to dissolve an injunction based on a showing that the material
9 violation has been corrected and remedied.

10 *See When the borrower is not in default, there is no basis for*
11 *the foreclosure ' ' (Turner v. Seterus, Inc. (2018) 27 Cal.App.5th 516,*
12 *525–526 [238 Cal.Rptr.3d 528].)*

13 RES JUDICATA

14 34. The Claim of Res Judicata does not apply as this matter was not decided in the
15 previous courts as the Defendants failed to provide discovery and in violation of Federal Rule of
16 Civil Procedure Rule 37 and in violation of California Civil Code (Cal. Civ. Code §§2923.3 to
17 2944.10) and as all Defendants have failed to prove their claim (See Exhibit K - the Order from
18 Judge Apaloo), and because this involves identity theft and mortgage fraud by the Defendants.
19 Fraud is the exception to Res Judicata, but in this case there has been no Judgment on this matter.
20 The Plaintiffs have never received a Notice of Judgment and the issue of fraud has not been
21 litigated.

22 Because this case was not ruled on previously Res Judicata does not apply because this is
23 mortgage fraud per California Penal Code §532f - A person commits mortgage fraud if, with the
24 intent to defraud, the person does any of the following:

25 (1) Deliberately makes any misstatement, misrepresentation, or omission during
26 the mortgage lending process with the intention that it be relied on by a mortgage
27 lender, borrower, or any other party to the mortgage lending process.

28 (2) Deliberately uses or facilitates the use of any misstatement, misrepresentation,
or omission, knowing the same to contain a misstatement, misrepresentation, or omission,

1 during the mortgage lending process with the intention that it be relied on by a
2 mortgagelender, borrower, or any other party to the mortgage lending process.

3 (3) Receives any proceeds or any other funds in connection with a mortgage loan closing that
4 the person knew resulted from a violation of paragraph (1) or (2) of this subdivision.

5 (4) Files or causes to be filed with the recorder of any county in connection with a
6 mortgageloan transaction any document the person knows to contain a material
misstatement, misrepresentation, or omission.

7 (b) In addition to those offenses listed in subdivision (a), a mortgage broker or person
8 who originates a loan commits mortgage fraud if, with the intent to defraud, the person
does either of the following:

9 (1) Instructs or otherwise deliberately causes a borrower to sign documents reflecting
10 the terms of a business, commercial, or agricultural loan, with knowledge that the
borrower intends to use the loan proceeds primarily for personal, family, or household use.

11 (2) Instructs or otherwise deliberately causes a borrower to sign documents reflecting
12 the terms of a bridge loan, with knowledge that the loan proceeds will be not used to acquire
13 or construct a new dwelling. For purposes of this subdivision, a bridge loan is any
temporary loan, having a maturity of one year or less, for the purpose of acquisition or
construction of a dwelling intended to become the consumer's principal dwelling.

14 (c) An offense involving mortgage fraud shall not be based solely on information
15 lawfully disclosed pursuant to federal disclosure laws, regulations, or interpretations related
to the mortgage lending process.

16 and Res Judicata does not apply because there is elderly abuse and financial exploitation per
17 Civil Financial Exploitation 10 G.C.A. §21.002 - (l) **Financial or Property Exploitation** means
18 illegal or improper use of an elderly or adult with a disability's money, property, or other
19 resources for monetary or personal benefit, profit or gain. This includes, but is not limited to,
20 theft, misappropriation, concealment, misuse or fraudulent deprivation of money or property
belonging to the elderly or adult with a disability.

21 See [Reynolds v. Quantlab Trading Partners US, LP, 608 S.W.3d 549 \(Tex. App. 2020\)](#) - The
22 court found that Wilma's claims of fraud and conspiracy were not fully and fairly litigated in the
23 divorce action, as the alleged concealment of bonuses was not addressed. The court determined
24 that the allegations in Wilma's petition did not establish that her claims were barred by collateral
25 estoppel, as the issues were not identical to those litigated in the divorce. Similarly, the court
26 concluded that res judicata did not apply because Wilma's petition did not establish a prior final
27

1 judgment on the merits or that the same claims were raised or could have been raised in the
2 divorce action. The court emphasized that the Quantlab Defendants were not parties to the
3 divorce action and were not in privity with David, further undermining the application of res
4 judicata (608 S.W.3d 557-560).

6 The court reversed the trial court's judgment dismissing Wilma's claims and remanded the case
7 for further proceedings, finding that her claims were not barred by collateral estoppel or res
8 judicata (608 S.W.3d 560).

11 *See Ward v. Stanford, 443 S.W.3d 334 (Tex. App. 2014) - The case involved an appeal of a*
12 *summary judgment denying claims of fraud and mismanagement relating to a trust. The*
13 *appellant, Michael Ward, a beneficiary of the trust, sued the trustees and the settlor, Travis*
14 *Ward, alleging wrongful use of trust assets for personal benefit. The trial court granted summary*
15 *judgment for the appellees, ruling that limitations and res judicata barred the appellant's claims.*
17 *The appellant argued that the trial court erred in its rulings, particularly concerning the*
18 *negotiability and acceleration of a promissory note and the effect of prior judgments on the*
19 *trust's ownership of assets (443 S.W.3d 339-340).*

21 PRAYER

23 The Plaintiffs pray that the Honorable Judge will allow this Motion to Stay the
24 Foreclosure proceeding as the Plaintiffs "Paid and Satisfied" their VA Loan and it was filed of
25 record on May 13, 1999, and do not owe these claimed loans, and as Discovery is still needed to
26 prove who did the loans in question, and who received the money for these loans, as it was not
27 the Plaintiffs.
28

1 Date: April 16, 2025



2
3 Gilbert D. Gonzales, Pro Se
4 6736 Aster Court
5 Chino, CA 91710
6 Ph#: 909-573-2305
7 Email: elvagonzales5420@yahoo.com



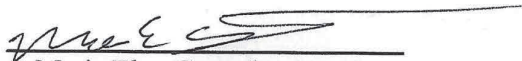
8
9 Maria Elva Gonzales, Pro Se
10 6736 Aster Court
11 Chino, CA 91710
12 Ph#: 909-573-2305
13 Email: elvagonzales5420@yahoo.com

14
15
16 **CERTIFICATE OF SERVICE**

17
18 I certify that on April 16, 2025 that a true and correct copy
19 will be sent to the Defendants by efile to JPMorgan Chase Bank, N. A., U. S.
20 Bank Trust, N. A., Michael R. Koppers and Rhonda S. Koppers, Clear Recon
21 Corp, and Kevin B. Sawkins. *Quality Loan Service corp.*



22
23 Gilbert D. Gonzales, Pro Se



24
25 Maria Elva Gonzales, Pro Se

1 **IN THE U. S. DISTRICT COURT**
2 **CENTRAL DISTRICT OF CALIFORNIA**

3 GILBERT D. GONZALES and §
4 MARIA ELVA GOZALES, §

5 Plaintiffs §

 § CASE NO. ED-CV-25-00639

6 v. §

7 JPMORGAN CHASE BANK, N.A., §
8 U.S. BANK TRUST, N.A., §
9 MICHAEL R. KOPPERS and §
10 RHONDA S. KOPPERS, §
11 CLEAR RECON CORP, §
12 QUALITY LOAN SERV CORP, §
13 KEVIN B. SAWKINS §

 §
14 Defendants §

 § DATE: April 15, 2025

15 **ORDER ON EMERGENCY MOTION TO STAY FORECLOSURE SALE**

16 **A WRONGFUL FORECLOSURE WAS DONE ON THE PLAINTIFFS ON APRIL 2, 2025**

17 Now comes Gilbert D. Gonzales and Maria Elva Gonzales and files this Order On
18 Emergency Motion to Stay the Foreclosure Sale, as the Plaintiffs do not owe a Note on their
19 property, the Plaintiffs are victims of identity theft and exploitation by the Defendants. The
20 Plaintiffs ask this Court for an Emergency Motion For Stay Of Foreclosure Sale, until the has
21 been a hearing with a Trial by Jury and all matters have been resolved.

22 It is ordered that the Emergency Motion to Stay Foreclosure Sale is
23 GRANTED.

24
25 _____
26 SUNSHINE S. SYKES
27 U. S. DISTRICT JUDGE
28

EXIBITS LIST

Exhibit A – Paid and Satisfied by Gilbert D. Gonzales and Maria Elva Gonzales in 1999

Exhibit B – Tax Information on Michael R. Koppers and Rhonda S. Koppers

Exhibit C – Document# 20000226711 filed by Koppers in San Bernardino County, Using the Plaintiffs Lot# 45

Exhibit C – 1 - Document# 20000226710 – Warranty Deed signed by Bento Martins selling to Michael R. Koppers and Rhonda S. Koppers – Lot# 46, using city of Chino Hills that does not exist

Exhibit D – Dismissal by Judge John M. Pacheco, Denial of Summary Judgment

Exhibit E – Instrument# 19960404734

Exhibit F – Instrument# 19990106253

Exhibit G – Document# 2006-0159353

Exhibit H – Document# 2005-0573525

Exhibit I – The Claimed VA Refinance, filed on April 27, 1999, Document# 19990175324

Exhibit J – Notaries claim they lost their notary books, per a phone conversation with Marie Cavazos claims she lost her notary book

Exhibit K – Dismissal by Judge Apaloo for lack of evidence, the Defendants did not prove their claim

Exhibit L – Email from Dan J. Goulding of Quality Loan Service Corporation

Exhibit A

Paid and Satisfied by Gilbert D. Gonzales and
Maria Elva Gonzales, filed May 13, 1999

Recorded in Official Records, County of
San Bernardino, Larry Walker, Recorder

18.00

Doc No. 19990206253
4:30pm 05/13/99

Recording Requested By / Return To:
GONZALES GILBERT
6736 Aster Ct. CHINO CA 91710
90350 8081825

205 20201170 02 15

1	2	3	4	5	6	7	8	9	0
PG	FE	AP	GMS	PR CPT	CR CPT	ADD RM	PER PR	PCOR	
1	14								
			5			4	6	5	
NOE ST	LN	SYT	CIT CO	TRANS TAX	DA	CHRS	TRAD		

Substitution Of Trustee & Full Reconveyance

The undersigned, being the current beneficiary and holder of that certain Deed of Trust described as follows:

Original Beneficiary: NORWEST MORTGAGE, INC.

Original Trustor: GILBERT GONZALES, MARIA ELVA GONZALES

Recorded in San Bernardino County, California, on 11/01/86 as Instrument # 19980404735

Date of deed of trust: 10/29/86 Amount of deed of trust: \$140750.00

Trustee: NORWEST MORTGAGE, INC.

hereby substitutes NORWEST MORTGAGE INC., a California corporation
as trustee under said Deed of Trust.

NOW THEREFORE, the undersigned substituted trustee of the above described instrument, in consideration of full payment and satisfaction of the debt secured thereunder, and upon the written instructions of the beneficiary, hereby reconveys, releases, and discharges the deed of trust and instructs the clerk or recorder to enter satisfaction of and cancel of record the deed of trust.

Dated: 05/05/99

NORWEST MORTGAGE INC., a California corporation

Formerly Known As ~~Norwest Mortgage, Inc.~~, A Minnesota Corporation

By:

K.E. Palmer, Jr.
Vice President

State of California

County of Santa Clara

On May 5, 1999 before me, Kim Gorman, a Notary Public, personally appeared

K.E. Palmer, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary: Kim Gorman

My Commission Expires January 11, 2002



Prepared by: E. N. Harrison

Pasha Management Corporation, P.O. Box 1710, Campbell, CA 95009 (408)886-8868

LN# 6081625 P.I.F.: 04/28/99

FINAL RECON.CANY 90350 05/05/99 03:17:41 04-071 CA San Bernardino 4502 52

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PUBLIC
RECORD, CONSISTING OF 1 PAGES, ON FILE IN THIS OFFICE.
(SEAL SHOULD APPEAR IN PURPLE INK)

January 20, 2017


BOB DUTTON
ASSESSOR-RECORDER-CLERK
SAN BERNARDINO COUNTY, CA



01 - 31852

Exhibit B

Tax Information on Michael R. Koppers and
Rhonda S. Koppers

Tax Search**TITLEPOINT**

San Bernardino, California
Searched: 1051-231-47-0-000
 Order: 1500-2314399

Tax Year: 2023-2024
 Tax Cover: 11/03/2023
 Searched By: NEXTACE TPXML
 LOGIN
 Searched On: 11/30/2023 3:01 PM

Company: FIDELITY NATIONAL TITLE | SHERMAN OAKS - (FNFSTR) | 01 | CRN: 00036-00021

APN:	1051-231-47-0-000
Described As:	TRACT 9192 LOT 46
Address:	6726 ASTER CT
City:	CHINO
Billing Address:	6726 ASTER CT CHINO CA 91710
Assessed Owner(s):	KOPPERS, MICHAEL R; KOPPERS, RHONDA S
Search As:	Lot 46 Map 127/47 (Tr 9192)

Tax Rate Area:	001-001	Value	Conveyance Date:	06/26/2000
Use Code:	510	Land:	Conveying Instrument:	226710
SINGLE FAMILY RESIDENCE		Improvements:	Date Transfer Acquired:	
Region Code:	ONTARIO	Personal Property:	Vesting:	SPOUSAL TENANTS IN COMMON
Flood Zone:		Fixtures:	Year Built:	
Zoning Code:		Inventory:	Year Last Modified:	
Taxability Code:		Exemptions	Square Footage	
Tax Rate:	1.102818	Homeowner:	Land:	
Auditor Tax Rate:	1.091998	Inventory:	Improvements:	
Bill #:	230617668	Personal Property:		
Issue Date:	09/19/2023	Religious:		
		All Other:		
		Net Taxable Value:		
			Tax Defaulted:	
			Total Tax:	3,031.99

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	1,516.01	151.61	12/11/2023	UNPAID		1,516.01
2nd	1,515.98	161.60	04/10/2024	UNPAID		1,515.98
Total Balance:						3,031.99

Bonds:	0	Parcel Changed:	Sold to State:	0	Mello-Roos:	N	NSF:	N
--------	---	-----------------	----------------	---	-------------	---	------	---

Account	Special Lien Description	Amount
AA01-AA01	GENERAL TAX LEVY	2,749.31
SB01-DD04	CHAFFEY COLLEGE BOND	27.49
SB02-DD13	CHINO UNIFIED BOND	215.82
WM08-SP01	*VECTOR CONTROL ASMT #1	22.16
WY19-DA01	METRO WATER ORIG DEBT SVC	9.62
WY19-SW01	*METRO WATER-WATER STBY	7.59

Open Orders				
Company:	Department:	Title Unit:	Order No.:	Date Created:
Ticor Title	1111 TICOR IE PROD + (01	TT4001962	11/02/2023

FNFSIR

*** END OF REPORT ***

Exhibit C

Documents filed by Koppers in San Bernardino
County, Using the Plaintiffs
Lot# 45

Recording Request by:
California Hall Serv.

Recorded in Official Records, County of
San Bernardino, Larry Walker, Recorder

30.00

Doc No. 20000226711

09:38am 06/26/00

285 20255799 02 23

RECORDING REQUESTED BY:
Trust One Mortgage Corporation

AND WHEN RECORDED MAIL TO:
Trust One Mortgage Corporation
2 Ada Street
Irvine, CA 92618

1	2	3	4	5	6	7	8	9	0
PG	FEE	APP	CHRG	PH CPT	CRF CPT	ADD NM	PER PR	PCR	
8	7	21							
			5			2	6	2	
BON ST	LN	SYN	CIT CO	TRANS TAX	DA	CRS	EXAM		

(Space Above This Line For Recording Data)

State of California

DEED OF TRUST

FHA Case No. 796
048-2301150-783

LN# 7-00-0547RC

THIS DEED OF TRUST ("Security Instrument") is made on June 20, 2000
The Trustor is MICHAEL R. KOPPERS and RHONDA S. KOPPERS, HUSBAND AND WIFE AS JOINT TENANTS

("Borrower"). The trustee is T.D SERVICE COMPANY
A CALIFORNIA CORPORATION

("Trustee"). The beneficiary is Trust One Mortgage Corporation
A California Corporation
which is organized and existing under the laws of California
whose address is 2 Ada, Irvine, CA 92618

("Lender"). Borrower owes Lender the principal sum of
One Hundred Seventy Three Thousand Five Hundred Sixty Nine and no/100
Dollars (U.S. \$ 173,569.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2030

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums,
with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA California Deed of Trust - 4/96

4R(CA) (9/00)

Page 1 of 8 MW 06/98

VMP MORTGAGE FORMS - (800) 521-7671



10020898

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in

SAN BERNARDINO County, California:
LOT(S) 45 OF TRACT NO. 9192, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 127 OF MAPS PAGE(S) 47 TO 50
INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

which has the address of 6726 ASTER COURT, CHINO [Street, City],
California 91710 [Zip Code] ("Property 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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

PRK R&H

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note;

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

Witness: PRK ERK

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

MRK RSK

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

[Handwritten signature]

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any 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 the debt secured by the Security Instrument is paid in full.

Initials: *MRK RSK*

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 paragraph 18, 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. 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.

21. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

22. Beneficiary Statement. Lender may collect a fee, not to exceed the maximum amount permitted by law for furnishing Beneficiary statement as provided by Section 2943 of the Civil Code of California.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Growing Equity Rider

☐ Graduated Payment Rider

☐ Other [specify]

[Handwritten signature]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

_____	<u>Michael R. Koppers</u> (Seal) MICHAEL R. KOPPERS -Borrower
_____	<u>Rhonda S. Koppers</u> (Seal) RHONDA S. KOPPERS -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

State of California
County of Los Angeles
On June 21, 2000
MICHAEL R. KOPPERS and RHONDA S. KOPPERS

} ss.
before me, Diana Hawkesby
personally appeared

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



Diana Hawkesby (Seal)

Exhibit C – 1

Document# 20000226710 – Warranty Deed
signed by Bento Martins selling to Michael R.
Koppers and Rhonda S. Koppers – Lot# 46,
using city of Chino Hills that does not exist

RECORDING REQUESTED BY
Phil Hall Serv.
 AND WHEN RECORDED MAIL THIS DEED AND, UNLESS
 OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:
 Mr. and Mrs. Michael R. Koppers
 5726 Aster Court
 Chino, CA 91710

Recorded in Official Records, County of
 San Bernardino, Larry Walker, Recorder
 199.50
 Doc No. 20000226710
 09:38am 06/26/00

200 20266700 02 23

#10020898
 A.P.N. 1051-231-47

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PG	FE	AP	EN	PK	DT	DT	ADD	FE	FE
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			501	192.50					
BOOK	LN	BUY	CITY	TRANS	TAX	SA	CHRG	EXAM	

Escrow or Loan No. GL2917DH

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ 192.50

- ☒ computed of full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated area: City of Chino

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged Bento Martin a Single Man,;

hereby GRANT(S) to Michael R. Koppers and Rhonda S. Koppers Husband and Wife, As Joint Tenants;

the following described property, in the County of San Bernardino, State of California:

Lot 46 of Tract No. 9192, is the City of Chino Hills, County of San Bernardino, State of California, as per map recorded in Book 127, Pages 47 to 50 of Maps, in the office of the County Recorder of said County.

Dated: June 13, 2000

State of California
 County of Los Angeles } SS.

On before me
DIANA HAWKESBY
 personally appeared
Bento Martin

Bento Martin
 Bento Martin

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



WITNESS my hand and official seal.

Signature: [Signature] (This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

#10020898

Exhibit D

Dismissal by Judge John M. Pacheco, the
Defendants failed to prove what they were
claiming, and Denial of Summary Judgment



SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino, CA 92415
www.sb-court.org

MINUTE ORDER

Case Number: CIVDS1902467

Date: 12/6/2021

Case Title: GONZALES-V-CHASE

Department S31 - SBJC

Date: 12/6/2021

Time: 9:00 AM

Motion for Summary
Judgment

Judicial Officer: John M Pacheco
Judicial Assistant: Arlene Guardado
Court Reporter: Rocio Gonzalez
Court Attendant: Paola Hernandez

Appearances

Attorney Benjamin Yrugaray present for Plaintiffs GILBERT D GONZALES, MARIA ELVA GONZALES
Attorney Lisa M Lawrence present for Defendants NEWREZ LLC FKA PENN FINANCIAL, LLC DBA SHELLPOINT MORTGAGE SERVICING

Proceedings

NEWREZ LLC FKA PENN FINANCIAL, LLC DBA SHELLPOINT MORTGAGE SERVICING's Motion for Summary Judgment is heard.

The Court's tentative ruling was distributed to all parties in advance of the hearing.

Argued by counsel and submitted.

Matter taken under submission.

3:30 pm

After further review and consideration, Court rules as follows on the submitted matter:

Court Finds

NEWREZ LLC FKA PENN FINANCIAL, LLC DBA SHELLPOINT MORTGAGE SERVICING's Motion for Summary Judgment:

Court adopts its tentative decision as the court's ruling.

The Court rules as follows (after noting that while plaintiffs concede that defendants were not part of the 2006 loan, the motion fails to outline that issue as an express basis for the motion):

(1) Deny the motion for summary judgment.

(2) Deny the motion for summary adjudication as to issue no. 4.

a. There is a triable issue of material fact as to whether plaintiffs signed the loan documents. (See Fact No.'s 1-2, 6-9 and 12.)

(3) Grant the motion for summary adjudication as to issue no. 5 as to the false advertising claim.

a. The claim is based on defendants' alleged recodation of "materially adverse liens," but defendants did not record such liens as they were the successors in interest. The SAC also indicates defendants misapplied the monthly payments for the 2006 loan, but such mere internal application would not fall within Business & Professions Code

section 17500. The claim is also not based on Business & Professions Code section 17200, as is argued in the opposition.

(4) Grant the motion for summary adjudication as to issue no. 1 as to the first three causes of action for quiet title, cancellation of instruments, and declaratory relief, but deny as to the claim for accounting.

a. The first three claims are time barred and plaintiffs therefore have the burden of showing a triable issue of material fact as to the delayed discovery rule. (*Gryczman v. 4660 Pico Partners, Ltd.* (2003) 107 Cal.App.4th 1, 8-7; *Salazar v.*

Thomas (2015) 236 Cal.App.4th 467, 479 [outlining the applicable limitations periods].) Plaintiffs have not met their burden since the documents were purportedly forged and recorded in 2005 and the loan was also funded then.

Plaintiffs also acknowledge that, at the very least, in 2005 they believed their loan servicer changed. Plaintiffs also do not dispute receiving the loan statements from 2005 onward (see e.g., Maria Dep. at p. 94 and 97) and the loan statements outline the then-existing principal balance, interest rate, payment amount, and in many cases the original principal balance, which plaintiffs acknowledged "far exceeded the original balance on [their] loans." (Gilbert's Decl. at ¶ 15 and Maria Decl. at ¶ 16.) Maria also testified that the loan started in 2005 and Plaintiffs also were sent a letter from Chase in August 2015 indicating the loan "originated" on August 1, 2005 when the two prior loans were repaid and plaintiffs borrowed additional funds to pay for their daughter's wedding. Plaintiffs fail to explain how the information they admittedly received, or fail to refute receiving, should not have put them on sufficient notice outside of the limitations period. Plaintiffs also fail to address the switch from one payment to two, any differences in the payment amounts, etc. (See also Gilbert Dep. at pp. 30-31, 47, and p. 50; Maria Dep. at pp. 83-84.)

b. The accounting claim is not time barred to the extent it appears there is a current dispute over the amounts owed and to the extent the loan is enforceable.

(5) Deny the motion as to issue no. 6 and also as to issue no. 2-3 related to the accounting claim on the 2005 loan.

a. The allegations are such, and the loan is complex enough, that an accounting could be ordered. Laches and estoppel do not apply to the accounting claim since defendants have not shown prejudice or detrimental reliance given the fact that the loan has not even matured, i.e. defendants would be expected to keep a ledger on the account over the life of the loan.

Correspondence Coversheet Generated to Mail
12/6/21 minute order

== Minute Order Complete ==

Exhibit E

Instrument# 19960404734

RECORDING REQUESTED BY:

CHICAGO TITLE CO.

AND WHEN RECORDED, MAIL TO:

GILBERT GONZALES
6736 ASTER COURT
CHINO, CA 91710

Doc No. 19960404734
3:00pm 11/01/96

Chicago Title # 607

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BOOK	PT.	DATE	BY	DATE	BY	DATE	BY	DATE	BY

ASSESSOR'S PARCEL NO. 1051-231-46

TITLE ORDER NO. 6745715-857

ESCROW NO. 1872-PT

The undersigned Grantor(s) declare(s) that the DOCUMENT TRANSFER TAX IS:

\$ 151.80 County \$ City

- ☒ computed on the full value of the interest of property conveyed, or
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale
☐ OR transfer is EXEMPT from tax for the following reason:

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
BETTY A. ANDRZEJEWSKI and JOHN D. ANDRZEJEWSKI

heraby GRANT(S) to

GILBERT GONZALES and MARIA ELVA GONZALES, HUSBAND AND WIFE AS JOINT TENANTS

all that real property situated in the City of CHINO
County of SAN BERNARDINO, State of California, described as:
LOT 45 OF TRACT NO. 9192, AS PER PLAT RECORDED IN BOOK 127 OF MAPS, PAGES 47 TO 50
INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Dated October 15, 1996

STATE OF CALIFORNIA,
COUNTY OF SAN BERNARDINO, ss.

On October 25, 1996, before me KATHLEEN MAE VRUBLEY, Notary Public, personally appeared BETTY A. ANDRZEJEWSKI AND JOHN D. ANDRZEJEWSKI

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

WITNESS my hand and official seal.

Signature Kathleen Mae VrubleY
MAIL TAX STATEMENTS TO:
SAME AS ABOVE

Betty A. Andrzejewski
JOHN D. ANDRZEJEWSKI



(This area for official notary seal)

NAME

ADDRESS

CITY, STATE & ZIP

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PUBLIC
RECORD, CONSISTING OF 1 PAGES, ON FILE IN THIS OFFICE
(SEAL SHOULD APPEAR IN PURPLE INK)

May 05, 2016


BOB DUTTON
ASSESSOR-RECORDER-CLERK
SAN BERNARDINO COUNTY, CA



JD

01 - 10934

Recorded in Official Records, County of
San Bernardino, Larry Walker, Recorder

18.00

Doc No. 19990206253
4:30pm 05/13/99

Recording Requested By / Return To:
GONZALES GILBERT
6736 Aster Ct. CHINO CA 91710
90350 8081825

208 20201170 02 15

1	2	3	4	5	6	7	8	9	0
PG	FEE	APR	GMS	PR CPT	CRT CPT	ADD RM	PER PR	PCOB	
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			5			4	6	5	
NON ST	LN	SPY	CIT CO	TRANS TAX	SA	CRS	TRAD		

Substitution Of Trustee & Full Reconveyance

The undersigned, being the current beneficiary and holder of that certain Deed of Trust described as follows:

Original Beneficiary: NORWEST MORTGAGE, INC.

Original Trustor: GILBERT GONZALES, MARIA ELVA GONZALES

Recorded in San Bernardino County, California, on 11/01/86 as Instrument # 19880404735

Date of deed of trust: 10/29/88 Amount of deed of trust: \$140750.00

Trustee: NORWEST MORTGAGE, INC.

hereby substitutes NORWEST MORTGAGE INC., a California corporation
as trustee under said Deed of Trust.

NOW THEREFORE, the undersigned substituted trustee of the above described instrument, in consideration of full payment and satisfaction of the debt secured thereunder, and upon the written instructions of the beneficiary, hereby reconveys, releases, and discharges the deed of trust and instructs the clerk or recorder to enter satisfaction of and cancel of record the deed of trust.

Dated: 05/05/99

NORWEST MORTGAGE INC., a California corporation

Formerly Known As Norwest Mortgage, Inc., A Minnesota Corporation

By:

K.E. Palmer, Jr.
Vice President

State of California

County of Santa Clara

On May 5, 1999 before me, Kim Gorman, a Notary Public, personally appeared

K.E. Palmer, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary: Kim Gorman

My Commission Expires January 11, 2002



Prepared by: E. N. Harrison

Peella Management Corporation, P.O. Box 1710, Campbell, CA 95009 (408)866-8868

LN# 6081625 P.I.F.: 04/28/99

FINAL RECON.CANY 90350 05/05/99 03:17:41 04-071 CA San Bernardino 4502 52

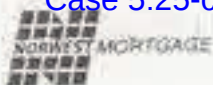
I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PUBLIC
RECORD, CONSISTING OF ~~1~~ PAGES, ON FILE IN THIS OFFICE.
(SEAL SHOULD APPEAR IN PURPLE INK)

January 20, 2017


BOB DUTTON
ASSESSOR-RECORDER-CLERK
SAN BERNARDINO COUNTY, CA



01 - 31852



Doc: 4502 Type: VA 6081625
GILBERT GONZALES, MARIA ELVA GONZALES

Norwest Mortgage, Inc.
2051 Killebrew Dr., Suite 500
Bloomington, Minn. 55429-2555
(800) 288-3212

GONZALES GILBERT
6736 Aster Ct
CHINO CA 91710

PAID IN FULL LOAN DOCUMENTS ENCLOSED

Loan Number-----: 6081625
Original Lender-----: NORWEST MORTGAGE, INC.
Original Borrower-----: GILBERT GONZALES, MARIA ELVA GONZALES
Property Address-----: 6736 Aster Ct Chino, Ca 91710
Original Amount-----: \$140750.00
Date of MTG/DOT-----: 10/29/96
Original Instrument No.: 19960404735

Date: 06/01/99

Norwest Mortgage, Inc. is pleased to inform you that the document processing for the above referenced paid in full loan is now complete.

The following documents are enclosed:

Original Mortgage Note and Mortgage or Deed of Trust

The document which releases the lender's interest in your property has been submitted for recording with the county recorder specific to your property location.

Norwest Mortgage appreciates the opportunity to be of service to you. If you have any questions regarding this matter, or if we can be of further assistance, please call:

Norwest Mortgage, Inc.
Phone: 1-800-288-3212

encl.

reconrw350 6081625 04-071 CA San Bernardino LTR.plfcp 4,896 B

Exhibit F

Instrument# 19990206253

Recorded in Official Records, County of
San Bernardino, Larry Walker, Recorder

18.00

Doc No. 19990206253
4:30pm 05/13/99

Recording Requested By / Return To:
GONZALES GILBERT
6736 Aster Ct. CHINO CA 91710
90350 8081825

208 20201170 02 15

1	2	3	4	5	6	7	8	9	0
PG	FEE	APR	GMS	PR CPT	CRT CPT	ADD RM	PER PR	PCOB	
1	14								
			5			4	6		5
NON ST	LN	SPY	CIT CO	TRANS TAX	SA	CRS			

Substitution Of Trustee & Full Reconveyance

The undersigned, being the current beneficiary and holder of that certain Deed of Trust described as follows:

Original Beneficiary: NORWEST MORTGAGE, INC.

Original Trustor: GILBERT GONZALES, MARIA ELVA GONZALES

Recorded in San Bernardino County, California, on 11/01/86 as Instrument # 19880404735

Date of deed of trust: 10/29/88 Amount of deed of trust: \$140750.00

Trustee: NORWEST MORTGAGE, INC.

hereby substitutes NORWEST MORTGAGE INC., a California corporation
as trustee under said Deed of Trust.

NOW THEREFORE, the undersigned substituted trustee of the above described instrument, in consideration of full payment and satisfaction of the debt secured thereunder, and upon the written instructions of the beneficiary, hereby reconveys, releases, and discharges the deed of trust and instructs the clerk or recorder to enter satisfaction of and cancel of record the deed of trust.

Dated: 05/05/99

NORWEST MORTGAGE INC., a California corporation

Formerly Known As Norwest Mortgage, Inc., A Minnesota Corporation

By:

K.E. Palmer, Jr.
Vice President

State of California

County of Santa Clara

On May 5, 1999 before me, Kim Gorman, a Notary Public, personally appeared

K.E. Palmer, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary: Kim Gorman

My Commission Expires January 11, 2002



Prepared by: E. N. Harrison

Peella Management Corporation, P.O. Box 1710, Campbell, CA 95009 (408)866-8868

LN# 6081625 P.I.F.: 04/28/99

FINAL RECON.CANY 90350 05/05/99 03:17:41 04-071 CA San Bernardino 4502 52

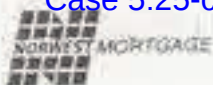
I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PUBLIC
RECORD, CONSISTING OF ~~1~~ PAGES, ON FILE IN THIS OFFICE.
(SEAL SHOULD APPEAR IN PURPLE INK)

January 20, 2017


BOB DUTTON
ASSESSOR-RECORDER-CLERK
SAN BERNARDINO COUNTY, CA



01 - 31852



Doc: 4502 Type: VA 6081625
GILBERT GONZALES, MARIA ELVA GONZALES

Norwest Mortgage, Inc.
2051 Killebrew Dr., Suite 500
Bloomington, Minn. 55429-2555
(800) 288-3212

GONZALES GILBERT
6736 Aster Ct
CHINO CA 91710

PAID IN FULL LOAN DOCUMENTS ENCLOSED

Loan Number-----: 6081625
Original Lender-----: NORWEST MORTGAGE, INC.
Original Borrower-----: GILBERT GONZALES, MARIA ELVA GONZALES
Property Address-----: 6736 Aster Ct Chino, Ca 91710
Original Amount-----: \$140750.00
Date of MTG/DOT-----: 10/29/96
Original Instrument No.: 19960404735

Date: 06/01/99

Norwest Mortgage, Inc. is pleased to inform you that the document processing for the above referenced paid in full loan is now complete.

The following documents are enclosed:

Original Mortgage Note and Mortgage or Deed of Trust

The document which releases the lender's interest in your property has been submitted for recording with the county recorder specific to your property location.

Norwest Mortgage appreciates the opportunity to be of service to you. If you have any questions regarding this matter, or if we can be of further assistance, please call:

Norwest Mortgage, Inc.
Phone: 1-800-288-3212

encl.

reconrw350 6081625 04-071 CA San Bernardino LTR.plfcp 4,896 B

Exhibit G

Document# 2006-0159353

DRAFT

Recorded in Official Records, County of San Bernardino

3/08/2006

2:17 PM

MP



LARRY WALKER
Auditor/Controller - Recorder

C Priority Mail

Doc#: 2006-0159353



Titles: 1 Pages: 7

Fee 25.00

Taxes 0.00

Other 0.00

PAID \$25.00

Recording requested by and
when recorded return to:
Washington Mutual Bank, FA
2005 Cabot Blvd. West

Langhorne, PA 19047

Attn: Group 9, Inc.



WaMu Equity Plus™
DEED OF TRUST

Loan Number: 0714658895

THIS DEED OF TRUST is between:
GILBERT D GONZALES AND MARIA E GONZALES

whose address is:

6736 ASTER CT Chino, CA 91710

("Trustor"); Group 9, Inc., a PENNSYLVANIA

corporation, the address of which is:

2005 Cabot Blvd. West Langhorne, PA 19047

and its successors in trust and assigns ("Trustee"); and

Washington Mutual Bank, FA, a federal association, which is organized and existing under the laws of the United States of America and whose address is 2273 N Green Valley Parkway, Suite #14, Henderson, NV 89014 ("Beneficiary") and its successors or assigns.

1. **Granting Clause.** Trustor hereby grants, bargains, sells and conveys to Trustee in trust, with power of sale, the real property in SAN BERNARDINO County, California, described below and all interest in it Trustor ever gets:

LYING AND BEING LOCATED IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 45 OF TRACT NO 9192, AS PER PLAT RECORDED IN BOOK 127 OF MAPS, PAGES 47 TO 50 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Tax Parcel Number: 1051-231-46 together with all insurance and condemnation proceeds related to it; all plumbing, lighting, air conditioning and

0714658895

heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances and other fixtures at any time installed on or in or used in connection with such real property. All of the property described above will be called the "Property." As used herein "State" shall refer to the state of California.

2. Obligation Secured. This Deed of Trust is given to secure performance of each promise of Trustor contained herein and in a WaMu Equity Plus(TM) Agreement and Disclosure with Beneficiary of even date herewith with a maximum credit limit of \$164,000.00 the ("Credit Agreement"), including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Trustor under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Trustor may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Deed of Trust. This Deed of Trust also secures payment of certain fees and charges payable by Trustor under the Credit Agreement, certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust, and repayment of money advanced by Beneficiary to protect the Property or Beneficiary's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, all amounts due under the Credit Agreement are due and payable in full thirty (30) years from the date of this Deed of Trust (the "Maturity Date"). All amounts due under the Credit Agreement and this Deed of Trust are called the "Debt."

3. Representations of Trustor. Trustor represents that:

(a) Trustor is the owner of the Property, which is unencumbered except by: easements, reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes.

4. Promises of Trustor. Trustor promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Beneficiary's written consent;

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security;

(f) To keep the improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Subject to the rights of the holder of any lien described in 3(a), Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy shall be applied to the repair of such improvements, unless doing so would impair Beneficiary's security.

0714658895

in which event such proceeds may be applied upon any indebtedness hereby secured. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Trustor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale.

(g) To sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect and continue Beneficiary's security interest in the Property. Trustor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Trustor's name and to execute all documents necessary to transfer title if there is a default; and

(h) To advise Beneficiary immediately in writing of any change in Trustor's name, address or employment.

5. Sale, Transfer or Further Encumbrance of Property. Subject to applicable law, the entire Debt shall become immediately due and payable in full upon sale or other transfer of the Property or any interest therein by Trustor by contract of sale or otherwise including, without limit, any further encumbrance of the Property.

6. Curing of Defaults. If Trustor fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Trustor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Trustor shall be secured by this Deed of Trust; at Beneficiary's option, advance may be made against the Credit Agreement to pay amounts due hereunder; such shall not relieve Beneficiary from liability for failure to fulfill the covenants in Section 4. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Trustor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

7. Remedies For Default.

(a) Prompt performance under this Deed of Trust is essential. If Trustor does not pay any installment of the Debt or other amount due hereunder on time, or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, or if Trustor fails to comply with any other term, condition, obligation or covenant contained in the Credit Agreement or this Deed of Trust or any rider thereto, or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust, or if any representation of Trustor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, and the total amount owed by Trustor shall thereafter bear interest at the rate(s) stated in the Credit Agreement. Beneficiary may then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale in accordance with applicable law and deliver to Trustee any documentation as may be required by law. After giving any notices and the time required by applicable law, Trustee shall sell the Property, either in whole or in separate parcels or other part, and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale all in accordance with applicable law. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Trustor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the

0714658895

proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; and, (iii) the surplus, if any, shall go to the person(s) legally entitled thereto.

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Trustor had or had the power to convey at the time of execution of this Deed of Trust and any interest which Trustor subsequently acquired. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) To the extent permitted by law the power of sale conferred by this Deed of Trust is not an exclusive remedy. In connection with any portion of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the state of California.

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8. Condemnation; Eminent Domain. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt, shall, except as required by applicable law, be paid to the Debt.

9. Fees and Costs. Trustor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust; and, in any other action taken by Beneficiary to collect the Debt, including without limitation any disposition of the Property under the State Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

10. Reconveyance. Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary, or following satisfaction of the obligations secured hereby and Beneficiary and Trustee shall be entitled to charge Trustor a reconveyance fee together with fees for the recordation of the reconveyance documents unless prohibited by law. If your Credit Line is cancelled or terminated, subject to applicable law, we may delay the cancellation or reconveyance of your security instrument for a reasonable period of time to enable us to post to your Credit Line Account any advances that you have received.

11. Trustee; Successor Trustee. Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law. The successor Trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Trustor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

12. Savings Clause. If a law, which applies to this Deed of Trust or the Credit Agreement and which sets maximum loan charges, is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this Deed of Trust or the Credit Agreement exceed the permitted limits, then: (i) any such loan charge shall be reduced

0714658895

by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Trustor which exceeded permitted limits will be refunded to Trustor. Beneficiary may choose to make this refund by reducing the principal owed or by making a direct payment. If a refund reduces the principal, the reduction will be treated as a partial prepayment.

13. Miscellaneous. This Deed of Trust shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The term "Beneficiary" shall mean the holder and owner of the Credit Agreement secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law and, to the extent federal law doesn't apply, the laws of the state of California. If any provision of this Deed of Trust is determined to be invalid under law, the remaining provisions of this Deed of Trust shall nonetheless remain in full force and effect.

14. Beneficiary and Similar Statements. Beneficiary may collect a fee in the maximum amount allowed by law for furnishing any beneficiary statement, payoff demand statement or similar statement.

15. Riders. If one or more riders are executed by Grantor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Condominium Rider

☐ Other: _____
(specify)

☐ Planned Unit Development Rider

0714658895

By signing below Trustor accepts and agrees to the provisions of this Deed of Trust and of any rider(s) executed by Trustor concurrently therewith.

DATED at Upland California this 16TH day of February, 2008

TRUSTOR(S):


GILBERT D GONZALES


MARIA E GONZALES

INDIVIDUAL ACKNOWLEDGEMENT

Loan Number: 714658895

STATE OF CALIFORNIA

COUNTY OF

San Bernardino

1 SS

On Feb 16, 2006 before me, Patricia Lopez a Notary Public, personally appeared

GILBERT D GONZALES

MARIA E GONZALES

and
and
and
and
and
and

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

WITNESS my hand and official seal.

Notary Public Signature

My Commission expires:

1-29-09

My Commission number:

1548346



REQUEST FOR FULL RECONVEYANCE

(Do not record. To be used only when note has been paid.)

TO: TRUSTEE

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by this Deed of Trust, has been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of this Deed of Trust to cancel the Note above mentioned and all other evidences of indebtedness secured by this Deed of Trust together with the Deed of Trust and to convey, without warranty, to the parties designated by the terms of this Deed of Trust all the estate now held by you thereunder.

DATED

Mail reconveyance to

RECORDING REQUESTED BY
Gilbert Gonzales
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO

Name GILBERT GONZALES
Address 6736 ASTER CT
CHINO, CA 91710

Recorded in Official Records, County of San Bernardino



LARRY WALKER
Auditor/Controller - Recorder

P Counter

11/28/2007
12:22 PM
AC

Doc#: 2007-0668744



Titles:	1	Pages:	1
Fees			0.00
Taxes			0.00
Other			0.00
Paid			00.00

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 0

() computed on full value of property conveyed or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: () City of _____, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
JANET MONTES, as Trustee of the 6736 ASTER COURT TRUST, established on January 9th,
2006,

hereby GRANTS to GILBERT GONZALES and MARIA ELVA GONZALES, husband and
wife as JOINT TENANTS

the following described real property in the City of CHINO, County of San Bernardino,
State of California described as:

Lots 45, Tract No. 9192, as per Plat recorded in Book 127 of Maps, Pages 47 to 50 inclusive, in
the office of the County Recorder of said County.

(Recording to correct document number 06-0016621 recorded on 1/09/2006)

APN: 1051-231-46

Dated: 11-22-2007

Janet Montes
JANET MONTES

STATE OF CA
COUNTY OF San Bernardino
On 11-22-07 before me Efrain Castelo
A Notary Public in and for said State, personally appeared JANET MONTES
personally known to me (or proved on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Efrain Castelo



MAIL TAX STATEMENTS AS DIRECTED ABOVE

Exhibit G

Document# 2006-0159353

Recorded in Official Records, County of San Bernardino

3/08/2006
2:17 PM
MP



LARRY WALKER
Auditor/Controller - Recorder

C Priority Mail

Doc#: 2006-0159353



Titles: 1 Pages: 7

Fees	25.00
Taxes	0.00
Other	0.00
PAID	\$25.00

Recording requested by and
when recorded return to:
Washington Mutual Bank, FA
2005 Cabot Blvd. West

Langhorne, PA 19047
Attn: Group 9, Inc.



**WaMu Equity Plus™
DEED OF TRUST**

Loan Number: 0714658895

THIS DEED OF TRUST is between:
GILBERT D GONZALES AND MARIA E GONZALES

whose address is:

6736 ASTER CT Chino, CA 91710

("Trustor"); Group 9, Inc., a PENNSYLVANIA

corporation, the address of which is:

2005 Cabot Blvd. West Langhorne, PA 19047

and its successors in trust and assigns ("Trustee"); and

Washington Mutual Bank, FA, a federal association, which is organized and existing under the laws of the United States of America and whose address is 2273 N Green Valley Parkway, Suite #14, Henderson, NV 89014 ("Beneficiary") and its successors or assigns.

1. **Granting Clause.** Trustor hereby grants, bargains, sells and conveys to Trustee in trust, with power of sale, the real property in SAN BERNARDINO County, California, described below and all interest in it Trustor ever gets:

LYING AND BEING LOCATED IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 45 OF TRACT NO 9192, AS PER PLAT RECORDED IN BOOK 127 OF MAPS, PAGES 47 TO 50 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Tax Parcel Number: 1051-231-46 together with all insurance and condemnation proceeds related to it; all plumbing, lighting, air conditioning and

0714658895

heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances and other fixtures at any time installed on or in or used in connection with such real property. All of the property described above will be called the "Property." As used herein "State" shall refer to the state of California.

2. Obligation Secured. This Deed of Trust is given to secure performance of each promise of Trustor contained herein and in a WaMu Equity Plus(TM) Agreement and Disclosure with Beneficiary of even date herewith with a maximum credit limit of \$164,000.00 the ("Credit Agreement"), including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Trustor under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Trustor may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Deed of Trust. This Deed of Trust also secures payment of certain fees and charges payable by Trustor under the Credit Agreement, certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust, and repayment of money advanced by Beneficiary to protect the Property or Beneficiary's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, all amounts due under the Credit Agreement are due and payable in full thirty (30) years from the date of this Deed of Trust (the "Maturity Date"). All amounts due under the Credit Agreement and this Deed of Trust are called the "Debt."

3. Representations of Trustor. Trustor represents that:

(a) Trustor is the owner of the Property, which is unencumbered except by: easements, reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes.

4. Promises of Trustor. Trustor promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Beneficiary's written consent;

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security;

(f) To keep the improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Subject to the rights of the holder of any lien described in 3(a), Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy shall be applied to the repair of such improvements, unless doing so would impair Beneficiary's security.

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in which event such proceeds may be applied upon any indebtedness hereby secured. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Trustor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale.

(g) To sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect and continue Beneficiary's security interest in the Property. Trustor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Trustor's name and to execute all documents necessary to transfer title if there is a default; and

(h) To advise Beneficiary immediately in writing of any change in Trustor's name, address or employment.

5. Sale, Transfer or Further Encumbrance of Property. Subject to applicable law, the entire Debt shall become immediately due and payable in full upon sale or other transfer of the Property or any interest therein by Trustor by contract of sale or otherwise including, without limit, any further encumbrance of the Property.

6. Curing of Defaults. If Trustor fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Trustor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Trustor shall be secured by this Deed of Trust; at Beneficiary's option, advance may be made against the Credit Agreement to pay amounts due hereunder; such shall not relieve Beneficiary from liability for failure to fulfill the covenants in Section 4. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Trustor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

7. Remedies For Default.

(a) Prompt performance under this Deed of Trust is essential. If Trustor does not pay any installment of the Debt or other amount due hereunder on time, or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, or if Trustor fails to comply with any other term, condition, obligation or covenant contained in the Credit Agreement or this Deed of Trust or any rider thereto, or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust, or if any representation of Trustor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, and the total amount owed by Trustor shall thereafter bear interest at the rate(s) stated in the Credit Agreement. Beneficiary may then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale in accordance with applicable law and deliver to Trustee any documentation as may be required by law. After giving any notices and the time required by applicable law, Trustee shall sell the Property, either in whole or in separate parcels or other part, and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale all in accordance with applicable law. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Trustor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the

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proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; and, (iii) the surplus, if any, shall go to the person(s) legally entitled thereto.

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Trustor had or had the power to convey at the time of execution of this Deed of Trust and any interest which Trustor subsequently acquired. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) To the extent permitted by law the power of sale conferred by this Deed of Trust is not an exclusive remedy. In connection with any portion of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the state of California.

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8. Condemnation; Eminent Domain. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt, shall, except as required by applicable law, be paid to the Debt.

9. Fees and Costs. Trustor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust; and, in any other action taken by Beneficiary to collect the Debt, including without limitation any disposition of the Property under the State Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

10. Reconveyance. Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary, or following satisfaction of the obligations secured hereby and Beneficiary and Trustee shall be entitled to charge Trustor a reconveyance fee together with fees for the recordation of the reconveyance documents unless prohibited by law. If your Credit Line is cancelled or terminated, subject to applicable law, we may delay the cancellation or reconveyance of your security instrument for a reasonable period of time to enable us to post to your Credit Line Account any advances that you have received.

11. Trustee; Successor Trustee. Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law. The successor Trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Trustor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

12. Savings Clause. If a law, which applies to this Deed of Trust or the Credit Agreement and which sets maximum loan charges, is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this Deed of Trust or the Credit Agreement exceed the permitted limits, then: (i) any such loan charge shall be reduced

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by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Trustor which exceeded permitted limits will be refunded to Trustor. Beneficiary may choose to make this refund by reducing the principal owed or by making a direct payment. If a refund reduces the principal, the reduction will be treated as a partial prepayment.

13. Miscellaneous. This Deed of Trust shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The term "Beneficiary" shall mean the holder and owner of the Credit Agreement secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law and, to the extent federal law doesn't apply, the laws of the state of California. If any provision of this Deed of Trust is determined to be invalid under law, the remaining provisions of this Deed of Trust shall nonetheless remain in full force and effect.

14. Beneficiary and Similar Statements. Beneficiary may collect a fee in the maximum amount allowed by law for furnishing any beneficiary statement, payoff demand statement or similar statement.

15. Riders. If one or more riders are executed by Grantor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Condominium Rider

☐ Other: _____
(specify)

☐ Planned Unit Development Rider

0714658895

By signing below Trustor accepts and agrees to the provisions of this Deed of Trust and of any rider(s) executed by Trustor concurrently therewith.

DATED at Upland California this 16TH day of February 2008

TRUSTOR(S):


GILBERT D GONZALES


MARIA E GONZALES

INDIVIDUAL ACKNOWLEDGEMENT

Loan Number: 714658895

STATE OF CALIFORNIA

COUNTY OF

San Bernardino

1 SS

On Feb 16, 2006 before me, Patricia Lopez a Notary Public, personally appeared

GILBERT D GONZALES

MARIA E GONZALES

and
and
and
and
and
and

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

WITNESS my hand and official seal.

Notary Public Signature

My Commission expires:

1-29-09

My Commission number:

1548346



REQUEST FOR FULL RECONVEYANCE

(Do not record. To be used only when note has been paid.)

TO: TRUSTEE

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by this Deed of Trust, has been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of this Deed of Trust to cancel the Note above mentioned and all other evidences of indebtedness secured by this Deed of Trust together with the Deed of Trust and to convey, without warranty, to the parties designated by the terms of this Deed of Trust all the estate now held by you thereunder.

DATED

Mail reconveyance to

RECORDING REQUESTED BY
Gilbert Gonzales
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO

Name GILBERT GONZALES
Address 6736 ASTER CT
CHINO, CA 91710

Recorded in Official Records, County of San Bernardino



LARRY WALKER
Auditor/Controller - Recorder

P Counter

11/28/2007
12:22 PM
AC

Doc#: 2007-0668744



Titles:	1	Pages:	1
Fees		\$0.00	
Taxes		\$0.00	
Other		\$0.00	
TOTAL		\$0.00	

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 0

() computed on full value of property conveyed or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: () City of _____, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
JANET MONTES, as Trustee of the 6736 ASTER COURT TRUST, established on January 9th,
2006,

hereby GRANTS to GILBERT GONZALES and MARIA ELVA GONZALES, husband and
wife as JOINT TENANTS

the following described real property in the City of CHINO, County of San Bernardino,
State of California described as:

Lots 45, Tract No. 9192, as per Plat recorded in Book 127 of Maps, Pages 47 to 50 inclusive, in
the office of the County Recorder of said County.

(Recording to correct document number 06-0016621 recorded on 1/09/2006)

APN: 1051-231-46

Dated: 11-22-2007

Janet Montes
JANET MONTES

STATE OF CA
COUNTY OF San Bernardino
On 11-22-07 before me Efrain Castelo
A Notary Public in and for said State, personally appeared JANET MONTES
personally known to me (or proved on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Efrain Castelo



MAIL TAX STATEMENTS AS DIRECTED ABOVE

Exhibit H

Document# 2005-0573525

Financial Title Co. - San Bernardino

Recorded in Official Records, County of San Bernardino

8/05/2005
1:00 PM
AR

Recording Requested By:
WASHINGTON MUTUAL BANK



LARRY WALKER
Auditor/Controller - Recorder

812 Financial Title Co. - SB

Return To:
WASHINGTON MUTUAL BANK
2210 ENTERPRISE DR
FLORENCE, SC 29501
DOC OPS M/S FSCE 440

Doc#: 2005-0573525



Titles:	1	Pages:	18
Fees			\$5.00
Taxes			\$0.00
Other			\$0.00
PAYO			\$55.00

Prepared By:
FRIN BLUE

170194-SN1

(Space Above This Line For Recording Data)

ZCA1
W09

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **AUGUST 01, 2005** together with all Riders to this document.

(B) "Borrower" is **GILBERT D GONZALES AND MARIA E. GONZALES, HUSBAND AND WIFE**

Borrower's address is **6736 ASTER CT, CHINO, CA 91710**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **WASHINGTON MUTUAL BANK, FA**

Lender is a **FEDERAL SAVINGS BANK**
organized and existing under the laws of **THE UNITED STATES OF AMERICA**

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

Form 3005 1/01

VMP - B(CA) (0207)

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Initials

AW MG

VMP MORTGAGE FORMS - (0001821-7201)



Lender's address is 400 EAST MAIN STREET, STOCKTON, CA 95290

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is CALIFORNIA RECONVEYANCE COMPANY, A CALIFORNIA CORP

(E) "Note" means the promissory note signed by Borrower and dated AUGUST 01, 2005. The Note states that Borrower owes Lender TWO HUNDRED THIRTY THREE THOUSAND AND 00/100 Dollars

(U.S. \$ 233,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 01, 2035

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

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

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

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

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and

CMR-61CAJ (03/07)

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Initials

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restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT
AND IS MADE A PART HEREOF.

Parcel ID Number:
8736 ASTER CT
CHINO
("Property Address"):

which currently has the address of
(Street)
(City), California 91710 (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

GW - 6(CA) 103077

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Initials

ML MC

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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.

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

END - SICA 12071

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Initials: *MS* *MC*

Form 3005 1/01

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

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

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

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

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

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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.

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

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

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

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

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

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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.

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or

loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is consigning 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 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred

in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual

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

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

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

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

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

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

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee.

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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.

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

Witnesses:

 (Seal)

GILBERT D. GONZALES -Borrower

 (Seal)

MARIA E. GONZALES -Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

WIT - EICAJ (02/07)

Page 14 of 10

Form 3005 1/01

State of California
County of SAN BERNARDINO

} ss.

On July 29, 2005

before me, Marie Cavazos, Notary Public
personally appeared

GILBERT D GONZALES and Maria E. Gonzales

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

WITNESS my hand and official seal.

Marie Cavazos (Signature)



CMR - SICA (0707)

Page 18 of 18

Initial

MG

Form 3005 1/01

PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Marie Cavazos

DATE COMMISSION EXPIRES: June 10, 2009

COUNTY WHERE BOND IS FILED (if applicable): San Bernardino

STATE WHERE BOND IS FILED: CALIFORNIA

COMMISSION NO.: 1583254

PLACE OF EXECUTION: COUNTY OF San Bernardino STATE OF CALIFORNIA

DATE: 8-4-05

SIGNATURE: 
FINANCIAL TITLE COMPANY

TYPE OR PRINT NAME: SHERRI BROOKS

LGLD

3051207804-734

LEGAL DESCRIPTION

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT AND IS MADE A PART HEREOF.

Order Number: 00170194-SN1

EXHIBIT 'A'

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

LOT 45 OF TRACT NO. 9192, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 127 OF MAPS, PAGES 47 TO 50 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 1051-231-46-0-000

ExhibitA 10/31/01

Exhibit I

The Claimed VA Refinance, filed on April 27,
1999, Document# 19990175324

LVDI
A55

RECORDED
REQUEST OF

Recorded in Official Records, County of
San Bernardino, Larry Walker, Recorder

Doc No. 19990175324
08:00am 04/27/99

COMMONWEALTH LAND TITLE CO.

Commonwealth Title # 604

WHEN RECORDED MAIL TO:
NORTH AMERICAN MORTGAGE COMPANY
P.O. BOX 808031
PETALUMA, CA 94975-8031
FINAL REVIEW AU 052

PG	FEE	APP	GMS	PH CPT	CAT CPT	ADD NM	PER PR	FCR
9	7	24						
			5			2	604	W
DOM ST	LN	SVY	CIT CO	TRANS TAX	SA	CHRG	EXAM	

ASSESSOR'S IDENTIFICATION NUMBER
1051-231-46

DEED OF TRUST

5849894-832
LH#-444463081045

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT
THE APPROVAL OF THE DEPARTMENT OF VETERANS
AFFAIRS OR ITS AUTHORIZED AGENT.

THIS DEED OF TRUST ("Security Instrument") is made on APRIL 15, 1999
GILBERT GONZALES AND, MARIA ELVA GONZALES, HUSBAND AND WIFE

The trustor is

("Borrower"). The trustee is SONOMA CONVEYANCING CORPORATION

("Trustee"). The beneficiary is NORTH AMERICAN MORTGAGE COMPANY

which is organized and existing under the laws of DELAWARE

address is 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

and whose

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FORTY SIX THOUSAND ONE HUNDRED TWENTY AND 00/100

Dollars (U.S. \$ 146,120.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
MAY 01, 2029

This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 SAN BERNARDINO

County, California:

LOT 45 OF TRACT 9192, IN THE CITY OF CHINO, COUNTY OF SAN
BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 127,
PAGE(S) 47 TO 50, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY,

which has the address of 6736 ASTER COURT, CHINO
California 91710 (Zip Code) ("Property Address");

(Street, City)

CALIFORNIA - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3005 9/90
Amended 8/91

VMP MORTGAGE FORMS • 32131283-8100 • (800) 521-7221

Page 1 of 5

Initials:

MEG



Exhibit J

Notaries claim they lost their Notary Books
(This Will Be Provided to The Court)

Marie Cavazos per a phone conversation with
the Plaintiff Maria Elva Gonzales claims she
lost her Notary Book.

Exhibit K

Dismissal by Judge Apaloo for lack of evidence,
the Defendants did not prove their claim



SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino, CA 92415
www.sb-court.org

****CORRECTED MINUTE ORDER****

Case Number: CIVDS1902467

Date: 4/27/2023

Case Title: GONZALES-V-CHASE

Department S30 - SBJC

Date: 4/27/2023

Time: 8:30 AM

Order to Show Cause Re:
Dismissal

Judicial Officer: Khymberli S Apaloo
Judicial Assistant: Jessica Joanis
Court Reporter: Rocio Gonzalez #10911
Court Attendant: Christine Lockman
Interpreter: Sysya Madrigal (Spanish #301090)

Appearances

Plaintiff MARIA ELVA GONZALES present

Attorney Christine E. Howson appears by CourtCall for Defendant FEDERAL HOME LOAN MORTGAGE CORPORATION, A GOVERNMENT-SPONSORED ENTERPRISE, NEWREZ LLC FKA PENN FINANCIAL, LLC DBA SHELLPOINT MORTGAGE SERVICING

Attorney Bryant S. Delgadillo appears by CourtCall for Defendant JPMORGAN CHASE BANK, N.A

Proceedings

Interpreter Sysya Madrigal, #301090 present to interpret Spanish to English for Plaintiff MARIA ELVA GONZALES.
Interpreter present to interpret for Plaintiff MARIA ELVA GONZALES.
Certified - Registered Interpreter The interpreter is certified or registered for the language to be interpreted. The interpreter's identification has been verified by the Court using an identification badge issued by the Judicial Council or other documentation accompanied by photo identification. The interpreter oath has been administered and/or placed on file with the court administrator.

Remote Hearing Held Via Court Call

After discussions and argument by Counsel for Defendants regarding the Notice of unconditional settlement filed with the court on 2/7/2023, the Court orders the following:
Return to Court's Control

Court orders entire action DISMISSED without prejudice. Reason: No evidence provided to the Court as to why this matter should not be dismissed. Notice of unconditional settlement filed with the court on 2/7/2023.

Court makes the following orders:

Dismissal - Court-Ordered - Before Trial

== Minute Order Complete ==

Minute order corrected on 4/27/2023 by Jessica Joanis to correct case title and include Court Reporter name

Exhibit L

Email from Dan J. Goulding of Quality Loan
Service Corporation

yahoo!mail

Search your mail

≡

Q

Give feedback

Go ad-free

⋮

G

Inbox

Starred

Sent

Drafts

Folders

...

← Back

↶ ↷ ✉ ☆ 📁 🗑️ 🛡️ ...

↑ ↓ ✕

📁 Inbox

Fw: "Fraudulent Loan in Question" "VA Veterans Loan Paid in Full" / Gonzales / CA-18-0846347-AB



Elva Gonzales

To: me · Thu, Jun 20, 2024 at 5:03 PM ✓

☆ ...

"Quality Loan" Dan Goulding's Reply to our Response.

----- Forwarded Message -----

From: Dan J. Goulding <dougolding@qualityloan.com>

To: Elva Gonzales <elvagonzales5420@yahoo.com>

Cc: Bounlet Louvan <blouvan@qualityloan.com>; IDSFC <idsfc@qualityloan.com>; Ashlee Walker <awalker@qualityloan.com>

Sent: Thursday, June 20, 2024 at 02:47:26 PM PDT

Subject: "Fraudulent Loan in Question" "VA Veterans Loan Paid in Full" / Gonzales / CA-18-0846347-AB

Mrs. Gonzales,

The Note that supports the loan is attached. The Deed of Trust that secures the loan is attached (2nd attachment pgs. 5-22). Are these documents forged?

You filed a lawsuit and I do not see any finding being made that this loan was unenforceable. I apologize but I cannot confirm your findings. I do not understand how the Koppers obtained the loan that was signed by Gilbert and then secured the loan with a property owned by you and Gibert. You and Gilbert's signature are on the attached Deed of Trust.

I do not see any facts that support your claim and do not understand how Koppers were able to obtain a loan on your property. What is difficult about your position is you claim that a loan was never made but the loan we are trying to foreclose on was obtained by Koppers.

It appears that you believe that Quality is a loan servicer. Quality has never serviced a loan nor has it ever acted as a lender.

Please be advised that a sale is set for 7/1/24.

Thank you.

Daniel J. Goulding

General Counsel

Quality Loan Service Corp.

2763 Camino Del Rio S, Suite 200, San Diego, CA 92108

Starred Contacts More

619-243-3936 | Fax: 619-568-3628

dgoulding@qualityloan.com/ <http://www.qualityloan.com>

Providing Foreclosure Trustee Services in: **AZ | CA | ID | NV | OR | WA**

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose.

NOTICE REGARDING ELECTRONIC COMMUNICATION: If you wish to opt out of electronic communication, please forward this email to OptOut@QualityLoan.com, with the word "STOP" in the subject line of the email. Please be advised that we may still be required to send you statutory and court-mandated notices pursuant to applicable law.

LEGAL DISCLAIMERS: Please be advised that while the opinions expressed herein are provided by an attorney employed by Quality Loan Service Corporation, Quality Loan Service Corporation is not a law office. The legal analysis of any situation depends on a variety of factors and the opinions expressed herein could change based on the specific facts of any given situation. The information and opinions set forth herein are intended as general information only, and are not intended to serve as legal advice or as a substitute for legal counsel. If you have a question about a specific factual situation, you should contact an attorney directly. The information contained herein may be privileged and protected by the attorney/client and/or other privilege. It is confidential in nature and intended for use by the intended addressee only. If you are not the intended recipient, you are hereby expressly prohibited from dissemination distribution, copy or any use whatsoever of this transmission and its contents. If you receive this transmission in error, please reply or call the sender and arrangements will be made to retrieve the originals from you at no charge.

If you have received excellent customer service please let us know: QLSFeedback@qualityloan.com.

Should escalation be required, please contact: kkeeling@qualityloan.com

From: Elva Gonzales <elvagonzales5420@yahoo.com>
Sent: Tuesday, June 18, 2024 1:56 PM
To: Dan J. Goulding <dgoulding@qualityloan.com>
Cc: SanDiegoDA@sdcdca.org
Subject: "Fraudulent Loan in Question" "VA Veterans Loan Paid in Full"

Good Morning Mr. Dan Goulding

I seen you mentioned on email I quote **"You and I have addressed the underlying loan and I have previously provided supporting documents."**

Mr. Goulding, we never addressed the Underlying Issue **"Fully"** through email or Phone, as you stopped replying after I sent over Documents through Email in "Good Faith" in hopes to resolve the issues. I did send over Documents pertaining to the issues at hand, you also received a Certified "RESPA Letter" along with on 3-4-2024 our **"Complaint & Temporary Restraining Order Preliminary Injunction and Declaratory Relief"** by Process Server, by which **"YOU"** Mr. Dan Goulding, never replied to.

Mr. Dan Goulding, we're not going to complicate things here, it's very simple, I need for you to Prove to me that you have a right to foreclose on my property as my property was paid off & Satisfied Fully.

Mr. Goulding you claim to have sent me paperwork, which you never sent me any paperwork. I need to know how is it that you claim any right to foreclose on my property. My husband and I paid off our house and we never took out any other loans as you claim. The signature on the documents are not mine and my husbands, and your office still has not provided the **"Original document"** that you need to foreclose **per California law**, right now you are foreclosing illegally on my property.

An Assignment of Mortgage does not transfer ownership,

these reconveyances are incorrect because my husband and I did not do these loans that you claim, someone **forged our signatures**, and you will be held accountable for your actions. It is clear that you have not done a thorough investigation, the one you need to foreclose on is **Michael and Rhonda Koppers** they are the ones that did these loans forging our signatures and **using our Lot 45**, because our **"Original VA Veterans Home Loan"** was paid off and theirs was not. This is **"Elderly Abuse"** to the max of my husband "Gilbert D. Gonzales of 82 years of age & also I Maria E. Gonzales of 70 years of age", and abuse to a **"Veteran"** whom served his country of "The United States of America". The San Diego County **"District Attorney's Office"** aggressively prosecutes those who commit consumer fraud.

Mr. Goulding your work for Quality Loan Service Corporation and your office is only a Loan Servicer and per the Federal Government

you have no right to foreclose on anyone, what you are doing is illegal.

Many homes are being stolen from many families under false pretenses by Loan Servicers. Your foreclosure services are illegal, because you never lent not even a penny on any of the mortgage transactions. You are trying to collect for money you did not lend and for money I never took a loan on. You have **"Not Presented"** the **Notary Books, the checks, the wire nor the I.D.'s** to the people that took the loans you claim, you are making a **"FALSE CLAIM"**.

The loan you are trying to foreclose on is signed by Michael and Rhonda Koppers when they went into escrow on **June 26, 2000 with my "Legal Description Land Lot#45"** on it, on documents "TWO Properties were recorded", one in "6726 Aster ct. **Chino HILLS** CA for **\$175,000** with Lot#46" that was paid to then Seller **"Bento Martins"** and the other property recorded by "Michael & Rhonda Koppers" was "6726 Aster ct. Chino CA 91710 with **Lot#45** on it for **\$173,569"**.

If you figure it out Mr. Goulding like I did, you would come up with a Total Sum of **"\$348,569"** for two Recordings in which **CHASE** is the Trustee and Beneficiary for **6726 Aster ct. Chino Hills"** which is a FICTICIOUS Address & property, it's NON Existent in Chino Hills CA, in which our **"VA Grant Deed with Land Description Lot#45"** was a Guarantee & Collateral to CHASE by Michael & Rhonda Koppers.

I expect a reply promptly with evidence.

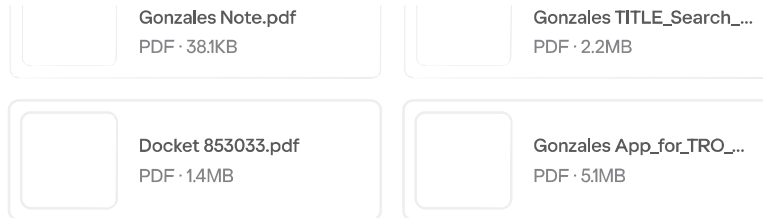
cc: Department of Justice

cc: San Diego District Attorney

cc: CFPB

4 attachments

Download all ↓



elvagonzales5420@yahoo.com
To: me · Thu, Jun 27, 2024 at 7:07 PM ✓



----- Forwarded Message -----

From: Dan J. Goulding <dgoulding@qualityloan.com>
To: elvagonzales5420@yahoo.com <elvagonzales5420@yahoo.com>
Cc: IDSFC <idsfc@qualityloan.com>; Bounlet Louvan <blouvan@qualityloan.com>
Sent: Thursday, June 27, 2024 at 02:18:47 PM PDT
Subject: "Fraudulent Loan in Question" "VA Veterans Loan Paid in Full" / Gonzales / CA-18-0846347-AB

Please let us know if BK is filed. Sale is 7/1/24 at 1:00 pm.

From: elvagonzales5420@yahoo.com <elvagonzales5420@yahoo.com>
Sent: Thursday, June 27, 2024 1:02 PM
To: Dan J. Goulding <dgoulding@qualityloan.com>
Subject: Re: "Fraudulent Loan in Question" "VA Veterans Loan Paid in Full" / Gonzales / CA-18-0846347-AB

Mr Dan Goulding, in good faith I, I wanted to notify you to "Please Stop the Auction/Foreclosure" for this coming July 1st as "Gilbert & I Maria Gonzales" are going to File for "Bankruptcy Chapter 13" no later then Tomorrow Friday, I will send you the required docs pertaining to the Filing of Chapter 13 Bankruptcy, as we have NO choice but to File considering the lack of time for Legal Representation on Loans that aren't ours as we discussed. Please take this Notice as in "Good Faith" Mr. Dan Goulding.

On Thursday, June 27, 2024 at 11:28:40 AM PDT, Dan J. Goulding
<dgoulding@qualityloan.com> wrote:

Morning Ms. Gonzales,

We have nothing to support the claim that the Note and DOT are unenforceable. We do have a copy of a Note and a recorded DOT that on their face are enforceable by way of a non-judicial foreclosure. You claim that Quality has refused to provide checks, wires, notary books, identifications, and finger prints that support who took out the loan. I cannot produce documents we do not have as we did not originate the loan. As I have stated the issues you raise cannot unilaterally be resolved by Quality, whose role is quite limited. The making of the loan and the ability to proceed with the foreclosure is an issue for you to address with the loan servicer and current beneficiary.

Please be advised that the 7/1/24 sale is set to proceed. I wish you well.

Daniel J. Goulding

General Counsel

Quality Loan Service Corp.

2763 Camino Del Rio S, Suite 200, San Diego, CA 92108

619-243-3936 | Fax: 619-568-3628

dgoulding@qualityloan.com / <http://www.qualityloan.com>

Providing Foreclosure Trustee Services in: **AZ | CA | ID | NV | OR | WA**

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose.

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If you have received excellent customer service please let us know: QLSFeedback@qualityloan.com.

Should escalation be required, please contact: kkeeling@qualityloan.com

From: Elva Gonzales <elvagonzales5420@yahoo.com>

Sent: Tuesday, June 25, 2024 6:27 PM

To: Dan J. Goulding <dgoulding@qualityloan.com>

Subject: Re: "Fraudulent Loan in Question" "VA Veterans Loan Paid in Full" / Gonzales / CA-18-0846347-AB

Mr. Goulding, answering your question on I quote: "The Note that supports the loan is attached. The Deed of Trust that secures the loan is attached (2nd attachment pgs. 5-22). Are these documents forged?"

Absolutely our Signatures are **FORGED**, how wouldn't they be? That is why I will keep repeating my Question to you Mr. Goulding, if your going by Signed docs/deeds, Where are the "**Checks, Wire Transfers, Notary Books, ID's, Finger Prints that go along with the Loans Took out in Question**"; Where is All this Information that you have NOT Provided us Mr. Goulding?

Also, I've done my research, and in the year 1993 there was a Deed of Trust made between "Quality Loan Service Corporation" & then Owner of 6726 Aster ct. Chino, CA 91710 next door "Mr. Bento Martins" loan amount for \$90,000 to be Paid Off in the year 2023.

Mr. Goulding, Freddie Mac was the investor for \$90,000 for property next door at 6726 Aster ct. Chino, CA 91710, and again, to be Paid Off in Full on February 1st 2023. Mr. Goulding where were YOU at the time the Seller for **6726 Aster ct. Chino, CA "Mr. Bento martins"** & buyer "**Koppers**" went into "**ESCROW**" with "**Our Legal Description Land Lot#45 on it**" for you to collect the **\$90,000** of the investment of Freddie mac? You were the Trustee for the \$90,000 for Freddie mac.

I do see that so far you have been "Refusing" on cooperating with us by not providing us what I "**Bolded**" for you my same question. Now I'm going to go ahead and ask the "OCC, Financial Protection, Department of Justice" for you to provide them the information I've asked for that you still refuse to provide us with; as this company "Quality Loan Service corporation" is committing FRAUD based on documents. We are ELDERLY VICTIMS, and you are abusing us Financially & Mentally. You "Mr. Goulding" have the information on where all the hundreds of thousands of dollars went to on your DATABASE, you are foreclosing on the wrong property 100%; WE Never got Paid that Money your trying to Collect on Fraudulent Signatures.

YOU CAN SEND THIS AND ALL INFORMATION INCLUDING THE "**NOTARY BOOKS, WIRES Transfers, CHECKS, FINGERPRINTS AND ID'S etc.**" that come along with the Loans in Question to the **FBI** for their Investigation on the Fraudulent Signatures and malicious Loans your trying to collect on/foreclose on.

On Thursday, June 20, 2024 at 03:02:58 PM PDT, Elva Gonzales
<elvagonzales5420@yahoo.com> wrote:

"Quality Loan" Dan Goulding's Reply to our Response.

----- Forwarded Message -----

From: Dan J. Goulding <dgoulding@qualityloan.com>

To: Elva Gonzales <elvagonzales5420@yahoo.com>

Cc: Bounlet Louvan <blouvan@qualityloan.com>; IDSFC <idsfc@qualityloan.com>; Ashlee Walker <awalker@qualityloan.com>

Sent: Thursday, June 20, 2024 at 02:47:26 PM PDT

Subject: "Fraudulent Loan in Question" "VA Veterans Loan Paid in Full" / Gonzales / CA-18-0846347-AB

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Please be advised that a sale is set for 7/1/24.

Thank you.

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General Counsel

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Sent: Tuesday, June 18, 2024 1:56 PM
To: Dan J. Goulding <dkgoulding@qualityloan.com>
Cc: SanDiegoDA@sdcda.org
Subject: "Fraudulent Loan in Question" "VA Veterans Loan Paid in Full"

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was paid off & Satisfied Fully.

Mr. Goulding you claim to have sent me paperwork, which you never sent me any paperwork. I need to know how is it that you claim any right to foreclose on my property. My husband and I paid off our house and we never took out any other loans as you claim. The signature on the documents are not mine and my husbands, and your office still has not provided the **"Original document"** that you need to foreclose **per California law**, right now you are foreclosing illegally on my property.

An Assignment of Mortgage does not transfer ownership

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Mr. Goulding your work for Quality Loan Service Corporation and your office is only a Loan Servicer and per the Federal Government

you have no right to foreclose on anyone, what you are doing is illegal.

Many homes are being stolen from many families under false pretenses by Loan Servicers. Your foreclosure services are illegal, because you never lent not even a penny on any of the mortgage transactions. You are trying to collect for money you did not lend and for money I never took a loan on. You have **"Not Presented"** the **Notary Books, the checks, the wire nor the I.D.'s** to the people that took the loans you claim, you are making a **"FALSE CLAIM"**.

The loan you are trying to foreclose on is signed by Michael and Rhonda Koppers when they went into escrow on **June 26, 2000 with my "Legal Description Land Lot#45"** on it, on documents "TWO Properties were recorded", one in "6726 Aster ct. **Chino HILLS** CA for **\$175,000** with Lot#46" that was paid to then Seller **"Bento Martins"** and the other property recorded by "Michael & Rhonda Koppers" was "6726 Aster ct. Chino CA 91710 with **Lot#45** on it for **\$173,569"**.

If you figure it out Mr. Goulding like I did, you would come up with a Total Sum of **"\$348,569"** for two Recordings in which **CHASE** is the **Trustee and Beneficiary for 6726 Aster ct. Chino Hills"** which is a FICTICIOUS Address & property, it's NON Existent in Chino Hills CA, in which our **"VA Grant Deed with Land Description Lot#45"** was a Guarantee & Collateral to CHASE by Michael & Rhonda Koppers.

I expect a reply promptly with evidence.

cc: Department of Justice

cc: San Diego District Attorney

cc: CFPB

Reply ↩

Forward ➦