

Attorney or Party Name, Address, Telephone and Fax Number, and CA State Bar No.	FOR COURT USE ONLY
Leonard M. Shulman – State Bar No. 126349 Lynda T. Bui – State Bar No. 201002 Rika M. Kido – State Bar No. 273780 SHULMAN HODGES & BASTIAN LLP 8105 Irvine Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: lshulman@shbllp.com; lbui@shbllp.com rkido@shbllp.com	
Attorneys for Helen R. Frazer, Chapter 7 Trustee	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: MURRIETA MORTGAGE, INC., a Corporation, Debtor(s).	CASE NO.: 6:12-bk-23463-SC Chapter 7

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: July 9, 2014	Time: 11:00 a.m.
Location: United States Bankruptcy Court, 3420 Twelfth St., Video Hearing Room, 126 Riverside, CA 92501	

Type of Sale: Public Private Last date to file objections: **June 25, 2014**

Description of Property to be Sold:
Trust Deeds; see the attached Chapter 7 Trustee’s Motion for Order: (1) Approving the Sale of Personal Property Free and Clear of All Liens, Claims and Encumbrances Pursuant to 11 U.S.C. §§363(B)(1) and (F); (2) Approving Proposed Bidding Procedures; and (3) Granting Related Relief; Memorandum of Points and Authorities and Declarations of Helen R. Frazer and Rika M. Kido in Support Thereof (“Sale Motion”)

Proposed Sale Price: **\$100,000.00 (Aggregate for All Personal Property)**

Overbid Procedure (If Any): **See Attached Sale Motion**

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing: **July 9, 2014 at 11:00 a.m.**

United States Bankruptcy Court, 3420 Twelfth Street, Video Hearing Room 126, Riverside, CA 92501

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

Rika M. Kido, Esq.
Shulman Hodges & Bastian LLP
8105 Irvine Center Drive, Suite 600, Irvine, CA 92618
Telephone: (949) 340-3400; Facsimile: (949) 340-3000

Dated: **June 18, 2014**

1 Leonard M. Shulman – Bar No. 126349
Lynda T. Bui – Bar No. 201002
2 Rika M. Kido – Bar No. 273780
SHULMAN HODGES & BASTIAN LLP
3 8105 Irvine Center Drive, Suite 600
Irvine, California 92618
4 Telephone: (949) 340-3400
Facsimile: (949) 340-3000
5 Email: lshulman@shbllp.com; lbui@shbllp.com;
rkido@shbllp.com

6
7 Attorneys for Helen R. Frazer,
Chapter 7 Trustee

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

10
11 In re
12 **MURRIETA MORTGAGE, INC.,**
a Corporation,
13
14 Debtor.

Case No. 6:12-bk-23463-SC

Chapter 7

**CHAPTER 7 TRUSTEE'S MOTION FOR
ORDER:**

- 15 (1) **APPROVING THE SALE OF
PERSONAL PROPERTY FREE AND
CLEAR OF ALL LIENS, CLAIMS AND
ENCUMBRANCES PURSUANT TO 11
U.S.C. §§363(b)(1) AND (f);**
- 16
- 17 (2) **APPROVING PROPOSED BIDDING
PROCEDURES; AND**
- 18
- 19 (3) **GRANTING RELATED RELIEF;**

20 **MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATIONS OF
HELEN R. FRAZER AND RIKA M. KIDO
IN SUPPORT THEREOF**

21
22 **Hearing Date:**

Date: July 9, 2014

Time: 11:00 A.M.

Place: Video Hearing Room 126
3420 Twelfth Street
Riverside, CA 92501

TABLE OF CONTENTS

	Page
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
I. SUMMARY OF ARGUMENT	1
II. RELEVANT FACTS	2
A. Case Commencement.....	2
B. The Loans.....	2
1. <i>Autrey Loan</i>	2
2. <i>Botello Loan</i>	3
3. <i>Brown Loan</i>	4
4. <i>DiBella Loan</i>	5
5. <i>Jones Loan</i>	6
6. <i>Mason Loan</i>	6
C. Evidence of Payment on the Loans and Collection of Payments by the Trustee.....	7
D. Marketing of the Loans	8
E. Liens and Encumbrances Against the Loans and Their Proposed Treatment Through the Sale.....	8
F. Summary of the Purchase Offer and Summary of the Sale Terms	9
G. Tax Consequences	11
H. Notice of Bidding Procedures	11
III. ARGUMENT.....	12
A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate.....	12
1. <i>Sound Business Purpose</i>	13
2. <i>The Sale Serves the Best Interests of the Estate and Creditors</i>	14
3. <i>Accurate and Reasonable Notice</i>	14
4. <i>The Sale is Made in Good Faith</i>	15
B. The Proposed Sale Should be Allowed Free and Clear of Liens	15
C. The Court as the Authority to Approve the Bidding Procedures.....	16
D. The Court has the Authority to Waive the Fourteen-Day Stay of Sale.	17

1 IV. CONCLUSION..... 18
2 DECLARATION OF HELEN R. FRAZER..... 19
3 DECLARATION OF RIKA M. KIDO..... 22

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF AUTHORITIES

Page

CASES

<u>In re Continental Air Lines, Inc.</u> , 780 F.2d 1223 (5th Cir. 1986)	13
<u>In re Lionel Corp.</u> , 722 F.2d 1063 (2d Cir. 1983).....	13
<u>In re Wilde Horse Enterprises, Inc.</u> , 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991).....	12, 15

STATUTES

Bankruptcy Code Section 105(a)	16
Bankruptcy Code Section 363(b).....	12, 13
Bankruptcy Code Section 363(b)(1)	16
Bankruptcy Code Section 363(m).....	15

RULES

Federal Rule of Bankruptcy Procedure 6004(h)	17, 18
--	--------

1 **II. RELEVANT FACTS**

2 **A. Case Commencement**

3 On May 31, 2012, the Debtor filed a Voluntary Petition under Chapter 7 of the
4 Bankruptcy Code. Helen R. Frazer is the duly appointed, qualified and acting Chapter 7 trustee
5 for the Debtor's Estate.

6 **B. The Loans**

7 Among the assets of the Estate is the Debtor's interest in various loans secured by deeds
8 of trust. On the Debtor's Schedule B, the Debtor lists "Trust Deeds," valued at \$0.00. The
9 Debtor's Schedule D did not indicate there are any secured claims impacting the "Trust Deeds."
10 Among the "Trust Deeds" listed on the Debtor's Schedule B are the following: (1) Ralph Mason,
11 26295 Mason Ave., Murrieta, CA 92562; (2) Mark Autrey, 21580 Herbert St., Perris, CA 92570;
12 (3) Juan Botello, 20405 Bryant St., Wildomar, CA; (4) Shari Brown, 32920 Celeste St.,
13 Wildomar, CA 92595; (5) Louie Dibella, 718 Rainbow Ct., Rainbow, CA 92028; (6) Jovonna
14 Jones, 42470 Alexander Dr., Hemet, CA 92544. (*See* Declaration of Helen R. Frazer ("Frazer
15 Decl.") ¶ 5)

16 On or about August 1, 2012, in response to the Trustee's request for documentation
17 supporting the scheduled "Trust Deeds," the Debtor turned over copies of all of the
18 documentation in its possession. (*See* Declaration of Rika M. Kido ("Kido Decl.") ¶ 3)
19 Specifically, prior to filing bankruptcy, the Debtor made the following loans secured by deeds of
20 trust:

21 **1. Autrey Loan**

22 On or about March 7, 2007, Mark Brady Autrey and Peggy I. Autrey (collectively,
23 "Autrey") borrowed Two Hundred Twenty-Eight Thousand and No/100 Dollars (\$228,000.00)
24 from the Debtor (the "Autrey Loan").

25 The Autrey Loan is evidenced and/or secured by, among other things, (i) a promissory
26 note dated March 7, 2007, made by Autrey payable to Debtor in the original principal amount of
27 \$228,000.00 (together with any and all amendments thereto or modifications thereof, the "Autrey
28 Note"); (ii) a Note Modification Agreement dated July 3, 2008; and (iii) a Short Form Deed of

1 Trust and Assignment of Rents dated March 7, 2007, executed by Autrey in favor of Debtor, and
2 recorded on March 8, 2007, as Document No. 2007-0159188 of the Official Records of
3 Riverside County, California (together with any and all amendments thereto or modifications
4 thereof, the "Autrey Deed of Trust"). (*See* Kido Decl., Ex. 3)

5 The Autrey Deed of Trust encumbers certain real property located in Riverside County,
6 California, commonly known as 21580 Herbert Street, Perris, California 92570 as more
7 particularly described therein.

8 Pursuant to the Autrey Note, monthly payments in the amount of \$1,894.58 are due
9 beginning on July 3, 2008, with the unpaid balance plus accrued interest due in full on July 3,
10 2018. As of May 31, 2014, the current balance due on the Autrey Note is \$268,819.70. (Kido
11 Decl. ¶ 7)

12 **2. Botello Loan**

13 On or about August 30, 2005, Juan Botello and Praxedes Botello (collectively, "Botello")
14 borrowed One Hundred Eighty-Four Thousand Two Hundred Fifty and No/100 Dollars
15 (\$184,250.00) (the "Botello Loan") from the Debtor.

16 The Botello Loan is evidenced and/or secured by, among other things, (i) a promissory
17 note dated on or about August 30, 2005, made by Botello payable to Debtor in the original
18 principal amount of \$184,250.00 (together with any and all amendments thereto or modifications
19 thereof, the "Botello Note"); (ii) a Short Form Deed of Trust and Assignment of Rents dated
20 August 30, 2005, executed by Botello in favor of Debtor, and recorded on September 1, 2005, as
21 Document No. 2005-0723193 of the Official Records of Riverside County, California (the "First
22 Botello Deed of Trust"); and (iii) a Short Form Deed of Trust and Assignment of Rents dated
23 July 11, 2006, executed by Botello in favor of Debtor, and recorded on July 17, 2006, as
24 Document No. 2006-0519894 of the Official Records of Riverside County, California (the
25 "Second Botello Deed of Trust," together with the First Botello Deed of Trust, collectively the
26 "Botello Deeds of Trust"). (*See* Kido Decl., Ex. 4)

27 ///

28 ///

1 The First Botello Deed of Trust and Second Botello Deed of Trust encumber certain real
2 property located in Riverside County, California, commonly known as 20405 Bryant Street,
3 Wildomar, California 92595 as more particularly described therein.

4 The Botello Note has been deemed lost or misplaced or accidentally destroyed. Pursuant
5 to the amortization schedule provided to the Trustee by the Debtor, monthly payments in the
6 amount of \$172.24 are due beginning on January 1, 2005 and the note is due in full on January 1,
7 2017. As of May 31, 2014, the current balance due on the Botello Note is \$5,588.80. (Kido
8 Decl. ¶ 11)

9 **3. Brown Loan**

10 On or about March 8, 2006, Robert S. Brown and Shari V. Brown (collectively,
11 “Brown”) borrowed Seventy-Five Thousand and No/100 Dollars (\$75,000.00) from the Debtor
12 (the “Brown Loan”).

13 The Brown Loan is evidenced and/or secured by, among other things, (i) a Promissory
14 Note dated March 8, 2006, made by Brown payable to Debtor in the original principal amount of
15 \$75,000.00 (together with any and all amendments thereto or modifications thereof, the “Brown
16 Note”); (ii) a Note Modification Agreement dated March 9, 2006; and (iii) a Short Form Deed of
17 Trust and Assignment of Rents dated March 8, 2006, executed by Brown in favor of Debtor, and
18 recorded on March 9, 2006, as Document No. 2006-0169915 of the Official Records of
19 Riverside County, California (together with any and all amendments thereto or modifications
20 thereof, the “Brown Deed of Trust”). (See Kido Decl., Ex. 5)

21 The Brown Deed of Trust encumbers certain real property located in Riverside County,
22 California, commonly known as 32920 Celeste Street, Wildomar, California 92595 as more
23 particularly described therein.

24 Pursuant to the Brown Note, monthly payments in the amount of \$473.64 are due on the
25 first day of each month and the note is due in full on May 1, 2036. As of May 31, 2014, the
26 current balance due on the Brown Note is \$71,143.28. (Kido Decl. ¶ 15)

27 ///

28 ///

1 4. DiBella Loan

2 On or about January 13, 2000, Louis F. DiBella and Barbara J. DiBella (collectively,
3 “DiBella”) borrowed funds from the Debtor (“DiBella Loan”). Pursuant to a Note Modification
4 Agreement dated December 18, 2006, the principal amount owed on the DiBella Loan was One
5 Hundred Forty-Eight Thousand and No/100 Dollars (\$148,000.00).

6 The DiBella Loan is evidenced and/or secured by, among other things, (i) a promissory
7 note dated on or about January 13, 2000, made by DiBella payable to Debtor (together with any
8 and all amendments thereto or modifications thereof, the “DiBella Note”); and (ii) a Note
9 Modification Agreement dated December 18, 2006 wherein the principal amount then owing was
10 One Hundred Forty-Eight Thousand and No/100 Dollars (\$148,000.00); and (iv) a Deed of Trust
11 with Assignment of Rents as Additional Security dated January 13, 2000, executed by Barbara
12 DiBella in favor of Debtor and other third parties as beneficiary, and recorded on May 18, 2000,
13 as Document No. 2000-0258590 of the Official Records of San Diego County, California
14 (together with any and all amendments thereto or modifications thereof, the “DiBella Deed of
15 Trust”). (See Kido Decl., Ex. 6)

16 The DiBella Deed of Trust encumbers certain real property located in San Diego County,
17 California, commonly known as 718 Rainbow Crest Road, Fallbrook, California 92028 as more
18 particularly described therein.

19 The DiBella Note has been deemed lost or misplaced or accidentally destroyed. Pursuant
20 to the amortization schedule provided to the Trustee by the Debtor, interest only payments in the
21 amount of \$1,480.00 are due beginning on December 18, 2006 and the note was due in full on
22 January 1, 2009. As of May 31, 2014, the current balance due on the DiBella Note is
23 \$149,586.76. (Kido Decl. ¶ 19)

24 ///

25 ///

26 ///

27

28

1 5. [Jones Loan](#)

2 On or about January 19, 2007, Jovonna S. Jones (“Jones”) borrowed One Hundred
3 Thousand and No/100 Dollars (\$100,000.00) from the Debtor (the “Jones Loan”).

4 The Jones Loan is evidenced and/or secured by, among other things, (i) a Promissory
5 Note dated January 10, 2007, made by Jones payable to Debtor in the original principal amount
6 of \$100,000.00 (together with any and all amendments thereto or modifications thereof, the
7 “Jones Note”); (ii) a Note Modification Agreement dated January 9, 2009; and (iii) a Short Form
8 Deed of Trust and Assignment of Rents dated January 10, 2007, executed by Jones in favor of
9 Debtor, and recorded on January 17, 2007, as Document No. 2007-0037439 of the Official
10 Records of Riverside County, California (together with any and all amendments thereto or
11 modifications thereof, the “Jones Deed of Trust”). (*See* Kido Decl., Ex. 7)

12 The Jones Deed of Trust encumbers certain real property located in Riverside County,
13 California, commonly known as 42470 Alexander Drive, Hemet, California 92544 as more
14 particularly described therein.

15 Pursuant to the Jones Note, monthly payments in the amount of \$810.13 are due
16 beginning on March 1, 2009 and the note is due in full on February 1, 2019. As of May 31,
17 2014, the current balance due on the Jones Note is \$111,941.31. (Kido Decl. ¶ 23)

18 6. [Mason Loan](#)

19 On or about April 3, 2006, Ralph P. Mason and Linda K. Mason (collectively, “Mason”)
20 borrowed Two Hundred Thirty-Eight Thousand and No/100 Dollars (\$238,000.00) from the
21 Debtor (the “Mason Loan”).

22 The Mason Loan is evidenced and/or secured by, among other things, (i) a Promissory
23 Note dated April 3, 2006, made by Mason payable to Debtor in the original principal amount of
24 \$238,000.00 (together with any and all amendments thereto or modifications thereof, the “Mason
25 Note”); (ii) a Short Form Deed of Trust and Assignment of Rents dated July 18, 2005, executed
26 by Mason in favor of Debtor, and recorded on February 8, 2006, as Document No. 2006-
27 0097482 of the Official Records of Riverside County, California (the “First Mason Deed of
28 Trust”); (iii) a Short Form Deed of Trust and Assignment of Rents dated April 3, 2006, executed

1 by Mason in favor of Debtor, and recorded on April 11, 2006, as Document No. 2006-0256489
2 of the Official Records of Riverside County, California (the “Second Mason Deed of Trust”);
3 and (iv) a Short Form Deed of Trust and Assignment of Rents dated July 13, 2006, executed by
4 Mason in favor of Debtor, and recorded on July 17, 2006, as Document No. 2006-0519893 of the
5 Official Records of Riverside County, California (the “Third Mason Deed of Trust,” together
6 with the First Mason Deed of Trust and Second Mason Deed of Trust, collectively the “Mason
7 Deeds of Trust”). (*See* Kido Decl., Ex. 8)

8 The Mason Deeds of Trust encumber certain real property located in Riverside County,
9 California, commonly known as 36995 Mason Avenue, Murrieta, California 92563 as more
10 particularly described therein.

11 Pursuant to the Mason Note, monthly payments in the amount of \$1,426.93 are due
12 beginning on June 1, 2006 and continuing until May 1, 2036. Prior to the Debtor filing the
13 instant bankruptcy, Mason and the Debtor reached an oral agreement that Mason would pay the
14 Debtor \$1,000.00 each month. As of May 31, 2014, the current balance due on the Jones Note is
15 \$243,688.74. (Kido Decl. ¶ 27)

16 The term “Loans” shall mean collectively, the Autrey Loan, the Botello Loan, the Brown
17 Loan, the DiBella Loan, the Jones Loan and the Mason Loan. Further, the term “Loan
18 Documents” shall mean, collectively, all of the foregoing notes, deeds of trust and any and all
19 extensions, modifications, supplements, and amendments thereto or restatements thereof together
20 with all other documents that evidence, secure and/or guarantee the Loans.

21 As of May 31, 2014, the aggregate principal balance owing on the Loans is
22 approximately \$850,100.00. (Kido Decl. ¶ 31)

23 **C. Evidence of Payment on the Loans and Collection of Payments by the Trustee**

24 On August 2, 2012, the Trustee’s counsel sent correspondence to Autrey, Botello, Brown,
25 DiBella, Jones and Mason (the “Borrowers”) regarding the Loans and instructing them to make
26 payments on the Loans to the Trustee. (Kido Decl., Ex. 9)

27 ///

28 ///

1 The records regarding the Loans were incomplete and did not properly evidence
2 payments made on the Loans since their inception. Accordingly, on October 24, 2012, the
3 Trustee's counsel sent additional correspondence to the Borrowers, letting them know the
4 information provided to the Trustee from the Debtor was incomplete and requesting that the
5 Borrowers provide the Trustee with any documentation they have regarding the Loans. (Kido
6 Decl., Ex. 10)

7 Since October 2012, the Trustee and her counsel have worked with the Borrowers to
8 collect as much information as possible to prepare a comprehensive record regarding payments
9 made on the Loans since their inception. The Trustee has collected monthly payments from the
10 Borrowers. The Trustee's counsel has maintained and prepared charts for the Borrowers
11 regarding the payments made and other payments which have been confirmed and/or may be
12 concluded were made based on the payment history. (*See* Frazer Decl. ¶ 6; Kido Decl. ¶ 30)

13 **D. Marketing of the Loans**

14 As of the hearing on this Sale Motion, the Loans will have been marketed for
15 approximately three (3) months by the Trustee. On April 16, 2014, the Trustee posted
16 information regarding the sale of the Loans on the National Association of Bankruptcy Trustees
17 ("NABT") website, specifically on www.marketassetsforsale.com. The Trustee received several
18 inquiries regarding the sale of the Loans. Since mid-April, the Trustee has sent over thirteen (13)
19 packages containing detailed information regarding the Loans to interested buyers. (*See* Frazer
20 Decl. ¶ 7) Additionally, concurrent with the filing of this Sale Motion, the Trustee will file a
21 Notice of Sale of Estate Property on Local Bankruptcy Form 6004-2 (the "Sale Notice"), which
22 will be posted on the Court's website.

23 **E. Liens and Encumbrances Against the Loans and Their Proposed Treatment**
24 **Through the Sale**

25 The Trustee is not aware of any liens and encumbrances impacting the Loans. However,
26 out of an abundance of caution, the Trustee seeks to the sell the Loans free and clear of any and
27 all liens and encumbrances.

28 ///

1 **F. Summary of the Purchase Offer and Summary of the Sale Terms**

2 On May 12, 2014, the Trustee received an offer from Resolution Fund Management,
3 LLC, a Nevada limited liability corporation (“Buyer”) to purchase the Loans for \$100,000.00.
4 (See Frazer Decl., Ex. 1) In response, the Trustee, through her counsel, prepared a Non-
5 Recourse Loan Sale Agreement (“Agreement”). Attached as **Exhibit “2”** to the Frazer Decl. is a
6 true and correct copy of the Agreement.

7 A summary of the Agreement’s terms and highlights are discussed below, but the
8 summary and discussion are not meant to be a complete review of every provision of the
9 Agreement. The Agreement itself is the legally binding document the Trustee seeks approval of,
10 and in the event of any inconsistency between the terms, provisions, or effect of the Agreement
11 and the description of it in these pleadings, the Agreement alone shall govern and not these
12 pleadings or the descriptions herein.

13 In summary, the principal terms of the sale of the Property shall be as follows (the
14 Trustee is referred to at times as the “Seller” in the following summary):

15 • Purchase Price. The (“Purchase Price”) for the Loans shall be One Hundred
16 Thousand and No/100 Dollars (\$100,000.00). The Purchase Price shall be payable by Buyer to
17 Seller (through Escrow) on the Closing Date.

18 • Opening of Escrow; Deposit. Concurrently with the mutual execution and
19 delivery of this Agreement, Buyer shall deposit into escrow (the “Escrow”) with First American
20 Title Company, Attn: Debra Dunn, 3400 Central Avenue, Suite 100, Riverside, CA 92506 (the
21 “Escrow Holder”), the sum of Ten Thousand Dollars (\$10,000.00) (“Buyer’s Deposit”). Buyer’s
22 Deposit shall be non-refundable except upon the occurrence of any of the following events: (i)
23 Buyer is not the approved Buyer at the hearing on the Sale Motion (as defined herein), (ii) Buyer
24 is overbid and such overbid receives Bankruptcy Court approval and proceeds to closing, (iii) the
25 termination of this Agreement for any reason other than Buyer’s default or breach of this
26 Agreement, or (iv) Seller's inability to consummate the transaction contemplated by this
27 Agreement, and in any of such events, Escrow Holder shall return Buyer’s Deposit to Buyer. At
28 the Closing, Buyer’s Deposit shall be credited toward payment of the Purchase Price.

• Cash Balance. No later than one (1) day prior to the Closing Date, Buyer shall
deliver to Escrow Holder, in Good Funds, the Purchase Price less Buyer’s Deposit. For purposes
of this Agreement, “Good Funds” shall mean immediately available funds in the form of cash or
wire transfer of funds.

• Closing. The closing of the purchase and sale of the Loans and Loan Documents
as contemplate by this Agreement (the “Closing”) shall be held within three (3) business days
after the Bankruptcy Court enters an order approving the sale of the Loans and Loan Documents
(the “Closing Date”).

///

1 • Seller Deliveries. Provided all conditions set forth herein for the benefit of Seller
2 have been satisfied, including, without limitation, receipt by Escrow Holder of the Purchase
3 Price and all additional funds as required, Seller shall execute, and where applicable, duly
4 acknowledge, and deliver to Escrow one (1) Business Day prior to Closing: (i) originals of all the
5 Loan Documents in its possession, and (ii) originals of the following documents listed below and
6 executed by Seller, and, if necessary, acknowledged; each of which shall be prepared on a non-
7 recourse basis (collectively, "Seller Closing Documents"):

8 ○ The Allonges (one for each of the notes evidencing the Loans) in the form
9 attached to the Agreement as **Exhibit A**; and

10 ○ The Assignments of Deed of Trust (one for each of the deeds of trust
11 securing the Loans) in the form attached to the Agreement as **Exhibit B**.

12 • Buyer Deliveries. One (1) Business Day prior to the Closing Date Buyer shall
13 deliver to Escrow Holder: (i) the Purchase Price and all additional funds as required hereunder,
14 and (ii) originals of the following documents listed below and executed by Buyer, and, if
15 necessary, acknowledged (collectively, "Buyer Closing Documents"):

16 ○ An executed counterpart of the Assignments of Deed of Trust (one for
17 each of the deeds of trust securing the Loans) in the form attached to the Agreement as **Exhibit**
18 **B**.

19 • Closing Costs; Proration of Loan Payments.

20 ○ Buyer and Seller shall each pay one-half the fees charged by Escrow
21 Holder. Buyer shall pay all other costs and expenses incurred in connection with the recordation
22 of the Assignments of Deeds of Trust including, without limitation, all recording fees, title
23 policy, title search, title endorsement costs and all other amounts.

24 ○ Seller shall be entitled to the benefit of, all payments of principal and
25 interest, prepayment penalties or premiums, fees, reimbursements, proceeds (including, without
26 limitation, insurance proceeds, condemnation awards, and proceeds from any collateral securing
27 any of the Loans), advances, and all other sums and amounts (collectively, the "Loan Proceeds")
28 paid by the applicable borrower and/or any other person or entity with respect to the Loans, or
any of them, on or before the Closing Date subject to a credit against the Purchase Price. Until
the Closing occurs, Seller shall have the sole and exclusive right, power, and authority to service
the Loans and deal with Borrower in all matters pertaining to the Loans and the Loan
Documents.

 • Sale Subject to Overbid. In order to obtain the highest and best offer for the
benefit of the creditors of the Estate, the sale of the Loans shall be subject overbids.

 • Entry of Sale Approval Order. Upon receipt of a fully executed copy of this
Agreement and payment of the Buyer's Deposit, Seller shall promptly file a Sale Motion with the
Bankruptcy Court seeking entry of an order containing, without limitation, the following
provisions (the "Sale Approval Order"): (a) approving the terms and conditions of this
Agreement and the sale of the Loans and Loan Documents to Buyer; (b) finding that the
Purchase Price constitutes fair value for the sale of the Loans and Loan Documents; (c)
authorizing and directing Seller to consummate the transactions contemplated by this Agreement
and to comply in all respects with the terms of this Agreement; (d) finding that the transactions
contemplated by this Agreement were negotiated at arm's length, that Buyer acted in good faith
in all respects, and that Buyer is entitled to the protections of Section 363(m) of the Bankruptcy
Code; and (e) finding that the Bidding Procedures and sale process conducted by Seller and/or its
agents was non-collusive, fair and reasonable and was conducted in good faith.

1 • Subject to Bankruptcy Court Approval. Seller shall use her best efforts to cause
2 the Bankruptcy Court to enter the Sale Approval Order. The Agreement is expressly contingent
3 upon the Seller obtaining Bankruptcy Court approval of the sale of the Loans and Loan
4 Documents with a finding that Buyer is in good faith pursuant to Bankruptcy Code section
5 363(m). Seller makes no warranties, either express or implied, as to her ability to obtain
6 approval of the Bankruptcy Court and entry of a Sale Approval Order, and in the event that the
7 Seller is unable to obtain said approval and Sale Approval Order, Buyer and its officers,
8 managers, members, principals, agents, successors and assigns shall hold Seller and Seller's
9 attorneys and agents harmless from any and all damages which Buyer may allege it has suffered
10 as a result therefrom. Buyer's Deposit shall be immediately refunded in the event such approval
11 is not obtained.

12 • Buyer Assumption of Seller Obligations under Loans. From and after the
13 Closing, Buyer assumes and agrees to be bound by, and to pay and perform any and all
14 obligations, duties, and covenants of Seller with respect to, the Loans, including without
15 limitation, under the Loan Documents and any other documents and instruments executed in
16 connection with or related to the Loan Documents, and to service and administer the Loans in a
17 commercially reasonable manner in accordance with all applicable law, rules, and regulations.
18 Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims
19 arising from, or related to, Buyer's acquisition or servicing of the Loan Documents or the
20 dealings with the applicable borrowers under the Loans and/or any other person or entity with
21 respect to any of the Loans, and the failure on the part of Buyer to perform diligently and
22 faithfully any and all obligations, duties, and covenants of Buyer hereunder.

13 **G. Tax Consequences**

14 The Trustee is not aware of any tax consequences to the Estate for the sale of the Loans.
15 The Trustee is selling the Loans at a loss and does not believe there will be any adverse tax
16 consequences.

17 **H. Notice of Bidding Procedures**

18 The Trustee has determined that it would benefit the Estate to permit all interested parties
19 to receive information and bid for the loans instead of selling the Loans to the Buyer on an
20 exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the
21 creditors of this Estate, the Trustee also seeks Court approval of the following bidding
22 procedures ("Bidding Procedures"):

23 • Potential overbidders must bid an initial amount of at least \$5,000.00 over the
24 consideration offered by the Buyer, or total consideration of **\$105,000.00**. Minimum bid
increments thereafter shall be \$2,000.00. The Trustee shall have sole discretion in determining
which overbid is the best for the Estate and will seek approval from the Court of the same.

25 • Overbids must be in writing and be received by the Trustee to the attention of
26 Helen R. Frazer and her counsel, Shulman Hodges & Bastian LLP to the attention of Rika M.
Kido **on the date which is three (3) business days prior to the hearing on the Sale Motion.**

27 • Overbids must be accompanied by a deposit ("Overbidder Deposit") in the form
28 of certified funds in the amount of at least Ten Thousand Dollars (\$10,000.00) payable to
Trustee.

///
29

1 • The overbidder must also provide evidence of having sufficient specifically
committed funds to complete the transaction for the bid amount and such other documentation
2 relevant to the bidder's ability to qualify as the Buyer and ability to close the sale and
immediately and unconditionally pay the winning bid purchase price at closing.

3 • The overbidder must seek to acquire the Loans on terms and conditions not less
4 favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase
the Loans and Loan Documents in the Agreement attached as **Exhibit 2** to the Frazer Decl.,
5 including but not limited to, waiver of any and all due diligence and other contingencies such
that all bidders shall become non-contingent as provided in the Agreement and closing on the
6 sale of the Loans and Loan Documents in the same time parameters as the Buyer.

7 • If overbids are received, the final bidding round for the Loans and Loan
Documents shall be held at the hearing on the Sale Motion in order to allow all potential bidders
8 the opportunity to overbid and purchase the Loans and Loan Documents. At the final bidding
round to be conducted before the Bankruptcy Court, the Trustee will seek entry of an order, *inter*
9 *alia*, authorizing and approving the sale of the Loans and Loan Documents to the bidder who the
Trustee, in the exercise of her business judgment, may determine to have made the highest and
10 best offer to purchase the Loans and Loan Documents, consistent with the Bidding Procedures
("Successful Bidder"). The hearing on the Sale Motion may be adjourned or rescheduled without
notice other than by an announcement of the adjourned date at the hearing on the Sale Motion.

11 • At the hearing on the Sale Motion, the Trustee will seek entry of an order, *inter*
alia, authorizing and approving the sale of the Property to the Successful Bidder. The hearing on
12 the Sale Motion may be adjourned or rescheduled without notice other than by an announcement
of the adjourned date at the hearing on the Sale Motion.

13 • In the event the Successful Bidder fails to close on the sale of the Loans within
14 the time parameters approved by the Court, the Trustee shall retain the Successful Bidder's
Deposit and will be released from her obligation to sell the Loans to the Successful Bidder and
15 the Trustee may then sell the Loans to the first back-up bidder approved by the Court at the
hearing on the Sale Motion ("First Back-Up Bidder").

16 • In the event First Back-Up Bidder fails to close on the sale of the Loans within the
17 time parameters approved by the Court, the Trustee shall retain the First Back-Up Bidder's
Deposit and will be released from her obligation to sell the Loans to the First Back-Up Bidder
18 and the Trustee may then sell the Loans to the second back-up bidder approved by the Court at
the hearing on the Sale Motion ("Second Back-Up Bidder").

19 **III. ARGUMENT**

20 **A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of** 21 **the Estate**

22 The Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b).
23 The standards to establish are: (1) that there is a sound business purpose for the sale, (2) that the
24 sale is in the best interests of the estate, i.e., the sale is for a fair and reasonable price, (3) that
25 there is accurate and reasonable notice to creditors and (4) that the sale is made in good faith. *In*
26 *re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*,
27 722 F.2d 1063, 1069 (2d Cir. 1983). The Trustee's proposed sale of the Loans meets the
28 foregoing criteria.

1 1. Sound Business Purpose

2 The Ninth Circuit has adopted a flexible, case-by-case test to determine whether the
3 business purpose for a proposed sale justifies disposition of property of the estate under Section
4 363(b). *In re Walter*, 83 B.R. 14 (B.A.P. 9th Cir. 1988). In *Walter*, the Ninth Circuit, adopting
5 the reasoning of the Fifth Circuit in *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir.
6 1986), and the Second Circuit in *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983), set forth the
7 following standard to be applied under Bankruptcy Code Section 363(b):

8 Whether the proffered business justification is sufficient depends on the case. As
9 the Second Circuit held in *Lionel*, the bankruptcy judge should consider all salient
10 factors pertaining to the proceeding and, accordingly, act to further the diverse
11 interests of the debtor, creditors and equity holders, alike. He might, for example,
12 look to such relevant factors as the proportionate value of the assets to the estate as
13 a whole, the amount of lapsed time since the filing, the likelihood that a plan of
14 reorganization will be proposed and confirmed in the near future, the effect of the
15 proposed disposition on future plans of reorganization, the proceeds to be obtained
16 from the disposition vis-a-vis any appraisals of the property, which of the
17 alternatives of use, sale or lease the proposal envisions and, most importantly
18 perhaps, whether the asset is increasingly or decreasing in value. This list is not
19 intended to be exclusive, but merely to provide guidance to the bankruptcy judge.

20 *Walter*, 83 B.R. at 19-20 (quoting *Continental*, 780 F.2d at 1226).

21 Here, the facts surrounding the sale of the Loans support the Trustee's business decision
22 that the proposed sale is in the best interests of the Estate and its creditors. The offer represents
23 the best offer the Trustee has received for the Loans. While the aggregate principal balance
24 owed on the Loans are significant, the Loans are burdensome, due to inadequate documentation,
25 payment defaults and other issues of insecurity. Accordingly, the Trustee expected any offer for
26 the Loans would be for a substantial discount relative to the aggregate principal balance due to
27 the time and resources required for a potential buyer to enforce the Loans. Through the sale, the
28 Trustee will generate proceeds of approximately \$98,000.00, which will benefit the Estate. If the
Sale Motion is not approved, then there will be a substantial loss to the Estate.

 Therefore, the Trustee respectfully submits that, if this Court applies the good business
reason standard suggested by the Second Circuit in *Lionel*, the sale should be approved.

///

///

1 2. *The Sale Serves the Best Interests of the Estate and Creditors*

2 The Trustee believes that it would be in the best interest of the Estate and its creditors to
3 sell the Loans. If the Sale Motion is not approved, the Estate will not net approximately
4 \$98,000.00. The Trustee is not in a position to collect on the amounts due on the Loans through
5 the maturity of the Loans. Further, the Loans lack adequate documentation and it will take
6 significant time and resources to enforce the Loans. Accepting the Buyer's offer provides the
7 Estate with an immediate benefit. Since the Loans are the remaining asset of the case for the
8 Trustee to administer, the sale of the Loans allows the Trustee to begin to wrap up this case.
9 Thus, the Trustee has made a business decision that it is in the best interest of the creditors of the
10 Estate that this Sale Motion be approved.

11 3. *Accurate and Reasonable Notice*

12 It is expected that notice of this Sale Motion will satisfy the requirements for accurate
13 and reasonable notice and will be appropriate under the circumstances of this case.

14 The notice requirements for sales are set forth in Federal Rules of Bankruptcy Procedure
15 ("FRBP") 6004 and 2002. The notice must include the time and place of any public sale, the
16 terms and conditions of any private sale, the time fixed for filing objections and a general
17 description of the property. Fed. R. Bankr. P. 2002(c)(1).

18 In compliance with FRBP 2002 and Bankruptcy Code Section 102(1), the Trustee shall
19 provide notice of the terms and conditions of the proposed private sale of the Loans to creditors
20 and parties in interest. The Notice of this Sale Motion will include the time fixed for filing
21 objections and a general description of the Loans.

22 Additionally, pursuant to Local Bankruptcy Rule, 6004-1(f), an additional copy of the
23 notice and court-approved form F 6004-2, Notice of Sale of Estate Property, will be submitted to
24 the clerk at the time of the filing of this Sale Motion for purposes of publication by the clerk on
25 the court's website.

26 Therefore, the Trustee submits that the notice requirements will have been satisfied,
27 thereby allowing creditors and parties in interest an opportunity to object to the sale. Hence, no
28 further notice should be necessary.

1 4. [The Sale is Made in Good Faith](#)

2 The proposed sale has been brought in good faith and has been negotiated on an “arms
3 length” basis.

4 The court, in *Wilde Horse Enterprises*, set forth the factors in considering whether a
5 transaction is in good faith. The court stated:

6 ‘Good faith’ encompasses fair value, and further speaks to the integrity of the
7 transaction. Typical ‘bad faith’ or misconduct, would include collusion between
8 the seller and buyer, or any attempt to take unfair advantage of other potential
9 purchasers. . . . And, with respect to making such determinations, the court and
creditors must be provided with sufficient information to allow them to take a
position on the proposed sale.

10 *Id.* at 842 (citations omitted).

11 In the present case, the negotiation of the proposed sale was an arms-length transaction.
12 The negotiations with the Buyer resulted in a sale price of \$100,000.00 for the Estate that will
13 have substantial benefit to the Estate. Accordingly, the sale is in good faith and should be
14 approved. The Trustee requests such a finding pursuant to Bankruptcy Code Section 363(m).

15 The proposed sale will generate cash for the Estate in the amount of approximately
16 \$100,000.00, which may increase if there are overbids. The estimated net proceeds will benefit
17 the Estate by providing distribution to creditors. If the Sale Motion is not approved, the Estate
18 will have to continue to service the Loans and keep the Estate open unnecessarily. As such, the
19 sale is based on good business reason and is in the best interest of the Estate.

20 **[B. The Proposed Sale Should be Allowed Free and Clear of Liens](#)**

21 Section 363(f) of the Bankruptcy Code allows a trustee to sell property of the bankruptcy
22 estate “free and clear of any interest in such property of an entity,” if any one of the following
23 five conditions is met:

- 24 (1) applicable non-bankruptcy law permits a sale of such property free and
clear of such interest;
- 25 (2) such entity consents;
- 26 (3) such interest is a lien and the price at which such property is to be sold is
27 greater than the aggregate value of all liens on such property;
- 28 (4) such interest is in bona fide dispute; or

1 (5) such entity could be compelled, in a legal or equitable proceeding, to
accept money satisfaction of such interest.

2 11 U.S.C. § 363(f).

3 Section 363(f) is written in the disjunctive and thus only one of the enumerated
4 conditions needs to be satisfied for Court approval to be appropriate. The Trustee is not aware of
5 any liens and encumbrances impacting the Loans. Out of an abundance of caution, the Trustee
6 seeks to the sell the Loans free and clear of any and all liens and encumbrances, with all such
7 liens and encumbrances not satisfied through the sale to attach to the proceeds of the sale with
8 the same priority, validity, force and effect as they existed with respect to the Loans before the
9 closing of the sale pending further Court order or agreement with the parties. Accordingly, the
10 Trustee seeks to sell the Loans under Bankruptcy Code Section 363(f).

11 **C. The Court as the Authority to Approve the Bidding Procedures**

12 Implementation of the Bidding Procedures is an action outside of the ordinary course of
13 the business. Bankruptcy Code Section 363(b)(1) provides that a trustee “after notice and
14 hearing, may use, sell or lease, other than in the ordinary course of business, property of the
15 estate.” 11 U.S.C. § 363(b)(1). Furthermore, under Bankruptcy Code Section 105(a), “[t]he
16 court may issue any order, process, or judgment that is necessary or appropriate to carry out the
17 provisions of this title.” 11 U.S.C. § 105(a). Thus, pursuant to Bankruptcy Code sections
18 363(b)(1) and 105(a), this Court may approve the Bidding Procedures, which assist the Trustee
19 to obtain the best possible price on the best possible terms for the Loans.

20 The proposed Bidding Procedures serve the Estate in several ways. First, the Bidding
21 Procedures themselves are fair, reasonable and productive; they will permit the Trustee to
22 conduct an orderly sale and obtain the best possible price on the best possible terms for the
23 Loans.

24 The Bidding Procedures will ensure that all bids will be comparable. The Trustee will
25 determine which bid is the highest and best for the Estate. The comparability requirement of the
26 Bidding Procedures will make it possible to accomplish this task.

27 ///
28

1 The Bidding Procedures will help the Trustee to obtain the highest and best possible price
2 for the Loans. The Bidding Procedures institute minimum overbid increments which the Trustee
3 believes are reasonable. Thus, the Trustee will be able to obtain substantial benefit for this
4 Estate from the sale of the Loans from competing bids.

5 The Bidding Procedures require that potential bidders demonstrate their capacity to
6 complete the transaction. It would be a serious loss to the Estate if it surrendered its opportunity
7 to sell the Loans to one buyer in favor of a competing bidder only to discover the successful
8 bidder incapable of consummating the transaction. Thus, requiring bidders to qualify as
9 qualified bidders will protect the Estate from such a loss.

10 Finally, the most important benefit of the Bidding Procedures to the Estate is that their
11 implementation will enable the consummation of the proposed sale. The proposed sale will be
12 the best way to obtain the maximum and most expedient recovery for creditors of this Estate.
13 Implementation of the Bidding Procedures is an essential component of consummating the sale
14 of the Loans and maximizing the value of the Loans for the Estate and creditors.

15 The Bidding Procedures proposed by the Trustee are fair and provide for a “level playing
16 field” for all prospective bidders with respect to the Loans. The proposed Bidding Procedures
17 establish a reasonable but expeditious timeline for allowing the Trustee to give notice of the
18 proposed sale and qualified bidders to conduct reasonable due diligence and submit competing
19 offers for the Loans, thereby potentially generating additional value for the Loans. Furthermore,
20 the notice that the Trustee proposes to provide to creditors and parties in interest in connection
21 with the Bidding Procedures and Motion is designed to attract the most interest in the acquisition
22 of the Loans and is sufficient under the circumstances of this case. Thus, approval of the
23 Bidding Procedures will serve the best interests of the Estate and its creditors.

24 **D. The Court has the Authority to Waive the Fourteen-Day Stay of Sale.**

25 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the
26 use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days
27 after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P. 6004(h). The
28 Trustee desires to close the sale of the Property as soon as practicable after entry of an order

1 approving the sale. Accordingly, the Trustee requests that the Court, in the discretion provided it
2 under Federal Rule of Bankruptcy Procedure 6004(h), waive the fourteen-day stay requirement.

3 **IV. CONCLUSION**

4 **WHEREFORE**, based upon the foregoing, the Trustee respectfully submits that good
5 cause exists for granting the Sale Motion and requests the Court enter an order as follows:

- 6 1. Approving the Bidding Procedures utilized by the Trustee;
- 7 2. Authorizing the Trustee to sell the Loans on an as-is, where-is basis, without any
8 warranties or representations, to the Buyer, pursuant to the terms and conditions as set forth in
9 the Agreement attached as **Exhibit 2** to the Frazer Decl.;
- 10 3. Authorizing the sale of the Loans free and clear of liens with liens not satisfied
11 through the sale to attach to the sale proceeds in the same validity and priority as prior to the
12 closing of the sale;
- 13 4. Authorizing the Trustee to sign any and all documents convenient and necessary
14 in pursuit of the sale of the Loans pursuant to the terms of the Agreement, including but not
15 limited to any and all conveyances contemplated by the sale;
- 16 5. A determination by the Court that the Buyer is in good faith with respect to the
17 sale pursuant to Bankruptcy Code Section 363(m);
- 18 6. Waiving the fourteen (14) day stay of the order approving the sale of the Loans
19 under Federal Rules of Bankruptcy Procedure 6004(h); and
- 20 7. For such other and further relief as the Court deems just and proper under the
21 circumstances of this case.

22 Respectfully submitted,

23 **SHULMAN HODGES & BASTIAN LLP**

24
25 Dated: June 18, 2014

/s/ Rika M. Kido

Leonard M. Shulman

Lynda T. Bui

Rika M. Kido

Attorneys for Helen R. Frazer, Chapter 7 Trustee
for the bankruptcy estate of Murrieta Mortgage, Inc.

DECLARATION

DECLARATION OF HELEN R. FRAZER

I, Helen R. Frazer, declare:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate (“Estate”) of Murrieta Mortgage, Inc. (“Debtor”). I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto, except where matters are stated on information and belief, in which case I am informed and believe that the facts so stated are true and correct.

2. I make this Declaration in support of my Motion for Order: (1) Approving the Sale of Personal Property Free and Clear of All Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363(f); (2) Approving Proposed Bidding Procedures; and (3) Granting Related Relief (“Sale Motion”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. I have read and I am aware of the contents of the Sale Motion. The facts stated in the Sale Motion are true to the best of my knowledge.

4. I have reviewed the docket and on May 31, 2012, the Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code.

5. Among the assets of the Estate is the Debtor’s interest in various loans secured by deeds of trust. On the Debtor’s Schedule B, the Debtor lists “Trust Deeds,” valued at \$0.00. The Debtor’s Schedule D did not indicate there are any liens impacting the “Trust Deeds.” Among the “Trust Deeds” listed on the Debtor’s Schedule B are the following: (1) Ralph Mason, 26295 Mason Ave., Murrieta, CA 92562; (2) Mark Autrey, 21580 Herbert St., Perris, CA 92570; (3) Juan Botello, 20405 Bryant St., Wildomar, CA; (4) Shari Brown, 32920 Celeste St., Wildomar, CA 92595; (5) Louie Dibella, 718 Rainbow Ct., Rainbow, CA 92028; (6) Jovonna Jones, 42470 Alexander Dr., Hemet, CA 92544.

///

///

///

1 6. Since October 2012, my counsel and I have worked with the Borrowers to collect
2 as much information as possible to prepare a comprehensive record regarding payments made on
3 the Loans since their inception. I have collected monthly payments from the Borrowers. My
4 counsel has maintained and prepared charts for the Borrowers regarding the payments made and
5 other payments which have been confirmed and/or may be concluded were made based on the
6 payment history.

7 7. As of the hearing on this Sale Motion, I will have marketed the Loans for
8 approximately three (3) months. On April 16, 2014, I posted information regarding the sale of
9 the Loans on the National Association of Bankruptcy Trustees (“NABT”) website, specifically
10 on www.marketassetsforsale.com. I have received several inquiries regarding the sale of the
11 Loans. Since mid-April, I have sent over thirteen (13) packages containing detailed information
12 regarding the Loans to interested buyers.

13 8. On May 12, 2014, I received an offer to purchase the Loans in the amount of
14 \$100,000.00 from Resolution Fund Management LLC (“Buyer”). Attached hereto as **Exhibit**
15 **“1”** is a true and correct copy of the offer I received from the Buyer.

16 9. In response to the offer, I prepared and forwarded the Buyer the Non-Recourse
17 Loan Sale Agreement (collectively, the “Agreement”) for which I am seeking Court approval.
18 Attached hereto as **Exhibit “2”** is a true and correct copy of the Agreement.

19 10. I am seeking to sell the Estate’s interest in the Loans free and clear of all liens,
20 claims, and encumbrances as discussed in the Sale Motion.

21 11. The Buyer’s offer presented in this Sale Motion is the best material offer that I
22 have received. I believe that it would benefit the Estate to permit all interested parties to receive
23 information and bid for the Loans instead of selling the Loans to the Buyer on an exclusive basis.
24 Accordingly, in order to obtain the highest and best offer for the benefit of the creditors of this
25 Estate, I also seek Court approval of the Bidding Procedures described in the Sale Motion.

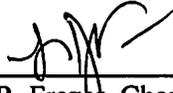
26 12. I am not aware of any tax consequences to the Estate for the sale of the Loans. I
27 am selling the Loans at a loss and do not believe there will be any adverse tax consequences.

28 ///

1 13. For the reasons set forth in the Sale Motion and this Declaration, I respectfully
2 request that the Court grant the Sale Motion so that I do not lose this favorable business
3 opportunity to generate funds for the Estate.

4 I declare under penalty of perjury under the laws of the United States of America that the
5 foregoing is true and correct.

6 Executed on June 17, 2014, at Cerritos, California.

7
8 

9 _____
Helen R. Frazer, Chapter 7 Trustee
for the bankruptcy estate of Murrieta Mortgage, Inc.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION

DECLARATION OF RIKA M. KIDO

I, Rika M. Kido, declare:

1. I am an associate of Shulman Hodges & Bastian LLP, counsel for Helen R. Frazer, the Chapter 7 trustee (“Trustee”) for the bankruptcy estate of Murrieta Mortgage, Inc. (“Debtor”). I am also a member of the California State Bar, and am thus entitled to practice before all Courts in the State of California, including the United States Bankruptcy Court for the Central District of California. I have personal knowledge of the matters set forth in this Declaration and if called upon to testify, I could and would testify competently thereto.

2. I am familiar with the Debtor’s bankruptcy proceeding and make this Declaration in support of the Trustee’s Motion for Order: (1) Approving the Sale of Personal Property Free and Clear of All Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363(f); (2) Approving Proposed Bidding Procedures; and (3) Granting Related Relief (“Sale Motion”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. On or about August 1, 2012, in response to my request for documentation supporting the scheduled “Trust Deeds,” the Debtor turned over copies of all of the documentation in its possession. Specifically, the documentation provided that prior to filing bankruptcy, the Debtor made the following loans secured by deeds of trust:

A. Autrey Loan

4. I have reviewed the documents regarding the Loans. On or about March 7, 2007, Mark Brady Autrey and Peggy I. Autrey (collectively, “Autrey”) borrowed Two Hundred Twenty-Eight Thousand and No/100 Dollars (\$228,000.00) from the Debtor (the “Autrey Loan”).

5. The Autrey Loan is evidenced and/or secured by, among other things, (i) a promissory note dated March 7, 2007, made by Autrey payable to Debtor in the original principal amount of \$228,000.00 (together with any and all amendments thereto or modifications thereof, the “Autrey Note”); (ii) a Note Modification Agreement dated July 3, 2008; and (iii) a Short Form Deed of Trust and Assignment of Rents dated March 7, 2007, executed by Autrey in favor of Debtor, and recorded on March 8, 2007, as Document No. 2007-0159188 of the Official

1 Records of Riverside County, California (together with any and all amendments thereto or
2 modifications thereof, the “Autrey Deed of Trust”). Attached hereto as **Exhibit “3”** are true and
3 correct copies of the Autrey Note and Autry Deed of Trust.

4 6. The Autrey Deed of Trust encumbers certain real property located in Riverside
5 County, California, commonly known as 21580 Herbert Street, Perris, California 92570 as more
6 particularly described therein.

7 7. Pursuant to the Autrey Note, monthly payments in the amount of \$1,894.58 are
8 due beginning on July 3, 2008, with the unpaid balance plus accrued interest due in full on July
9 3, 2018. As of May 31, 2014, the current balance due on the Autrey Note is \$268,819.70.

10 **B. Botello Loan**

11 8. On or about August 30, 2005, Juan Botello and Praxedes Botello (collectively,
12 “Botello”) borrowed One Hundred Eighty-Four Thousand Two Hundred Fifty and No/100
13 Dollars (\$184,250.00) from the Debtor (the “Botello Loan”).

14 9. The Botello Loan is evidenced and/or secured by, among other things, (i) a
15 promissory note dated on or about August 30, 2005, made by Botello payable to Debtor in the
16 original principal amount of \$184,250.00 (together with any and all amendments thereto or
17 modifications thereof, the “Botello Note”); (ii) a Short Form Deed of Trust and Assignment of
18 Rents dated August 30, 2005, executed by Botello in favor of Debtor, and recorded on
19 September 1, 2005, as Document No. 2005-0723193 of the Official Records of Riverside
20 County, California (the “First Botello Deed of Trust”); and (iii) a Short Form Deed of Trust and
21 Assignment of Rents dated July 11, 2006, executed by Botello in favor of Debtor, and recorded
22 on July 17, 2006, as Document No. 2006-0519894 of the Official Records of Riverside County,
23 California (the “Second Botello Deed of Trust,” together with the First Botello Deed of Trust,
24 collectively the “Botello Deeds of Trust”). Attached hereto as **Exhibit “4”** are true and correct
25 copies of the Botello Deeds of Trust.

26 10. The First Botello Deed of Trust and Second Botello Deed of Trust encumber
27 certain real property located in Riverside County, California, commonly known as 20405 Bryant
28 Street, Wildomar, California 92595 as more particularly described therein.

1 11. The Botello Note has been deemed lost or misplaced or accidentally destroyed.
2 Pursuant to the amortization schedule provided to the Trustee by the Debtor, monthly payments
3 in the amount of \$172.24 are due beginning on January 1, 2005 and the note is due in full on
4 January 1, 2017. As of May 31, 2014, the current balance due on the Botello Note is \$5,588.80.

5 **C. Brown Loan**

6 12. On or about March 8, 2006, Robert S. Brown and Shari V. Brown (collectively,
7 “Brown”) borrowed Seventy-Five Thousand and No/100 Dollars (\$75,000.00) from the Debtor
8 (the “Brown Loan”).

9 13. The Brown Loan is evidenced and/or secured by, among other things, (i) a
10 Promissory Note dated March 8, 2006, made by Brown payable to Debtor in the original
11 principal amount of \$75,000.00 (together with any and all amendments thereto or modifications
12 thereof, the “Brown Note”); (ii) a Note Modification Agreement dated March 9, 2006; and (iii) a
13 Short Form Deed of Trust and Assignment of Rents dated March 8, 2006, executed by Brown in
14 favor of Debtor, and recorded on March 9, 2006, as Document No. 2006-0169915 of the Official
15 Records of Riverside County, California (together with any and all amendments thereto or
16 modifications thereof, the “Brown Deed of Trust”). Attached hereto as **Exhibit “5”** are true and
17 correct copies of the Brown Note and Brown Deed of Trust.

18 14. The Brown Deed of Trust encumbers certain real property located in Riverside
19 County, California, commonly known as 32920 Celeste Street, Wildomar, California 92595 as
20 more particularly described therein.

21 15. Pursuant to the Brown Note, monthly payments in the amount of \$473.64 are due
22 on the first day of each month and the note is due in full on May 1, 2036. As of May 31, 2014,
23 the current balance due on the Brown Note is \$71,143.28.

24 **D. DiBella Loan**

25 16. On or about January 13, 2000, Louis F. DiBella and Barbara J. DiBella
26 (collectively, “DiBella”) borrowed funds from the Debtor (“DiBella Loan”). Pursuant to a Note
27 Modification Agreement dated December 18, 2006, the principal amount owed on the DiBella
28 Loan was One Hundred Forty-Eight Thousand and No/100 Dollars (\$148,000.00).

1 17. The DiBella Loan is evidenced and/or secured by, among other things, (i) a
2 promissory note dated on or about January 13, 2000, made by DiBella payable to Debtor
3 (together with any and all amendments thereto or modifications thereof, the “DiBella Note”); and
4 (ii) a Note Modification Agreement dated December 18, 2006 wherein the principal amount then
5 owing was One Hundred Forty-Eight Thousand and No/100 Dollars (\$148,000.00); and (iv) a
6 Deed of Trust with Assignment of Rents as Additional Security dated January 13, 2000, executed
7 by Barbara DiBella in favor of Debtor and other third parties as beneficiary, and recorded on
8 May 18, 2000, as Document No. 2000-0258590 of the Official Records of San Diego County,
9 California (together with any and all amendments thereto or modifications thereof, the “DiBella
10 Deed of Trust”). Attached hereto as **Exhibit “6”** is a true and correct copy of the DiBella Deed
11 of Trust.

12 18. The DiBella Deed of Trust encumbers certain real property located in San Diego
13 County, California, commonly known as 718 Rainbow Crest Road, Fallbrook, California 92028
14 as more particularly described therein.

15 19. The DiBella Note has been deemed lost or misplaced or accidentally destroyed.
16 Pursuant to the amortization schedule provided to the Trustee by the Debtor, interest only
17 payments in the amount of \$1,480.00 are due beginning on December 18, 2006 and the note was
18 due in full on January 1, 2009. As of May 31, 2014, the current balance due on the DiBella Note
19 is \$149,586.76.

20 **E. Jones Loan**

21 20. On or about January 19, 2007, Jovonna S. Jones (“Jones”) borrowed One
22 Hundred Thousand and No/100 Dollars (\$100,000.00) from the Debtor (the “Jones Loan”).

23 21. The Jones Loan is evidenced and/or secured by, among other things, (i) a
24 Promissory Note dated January 10, 2007, made by Jones payable to Debtor in the original
25 principal amount of \$100,000.00 (together with any and all amendments thereto or modifications
26 thereof, the “Jones Note”); (ii) a Note Modification Agreement dated January 9, 2009; and (iii) a
27 Short Form Deed of Trust and Assignment of Rents dated January 10, 2007, executed by Jones
28 in favor of Debtor, and recorded on January 17, 2007, as Document No. 2007-0037439 of the

1 Official Records of Riverside County, California (together with any and all amendments thereto
2 or modifications thereof, the “Jones Deed of Trust”). Attached hereto as **Exhibit “7”** are true
3 and correct copies of the Jones Note and the Jones Deed of Trust.

4 22. The Jones Deed of Trust encumbers certain real property located in Riverside
5 County, California, commonly known as 42470 Alexander Drive, Hemet, California 92544 as
6 more particularly described therein.

7 23. Pursuant to the Jones Note, monthly payments in the amount of \$810.13 are due
8 beginning on March 1, 2009 and the note is due in full on February 1, 2019. As of May 31,
9 2014, the current balance due on the Jones Note is \$111,941.31.

10 **F. Mason Loan**

11 24. On or about April 3, 2006, Ralph P. Mason and Linda K. Mason (collectively,
12 “Mason”) borrowed Two Hundred Thirty-Eight Thousand and No/100 Dollars (\$238,000.00)
13 from the Debtor (the “Mason Loan”).

14 25. The Mason Loan is evidenced and/or secured by, among other things, (i) a
15 Promissory Note dated April 3, 2006, made by Mason payable to Debtor in the original principal
16 amount of \$238,000.00 (together with any and all amendments thereto or modifications thereof,
17 the “Mason Note”); (ii) a Short Form Deed of Trust and Assignment of Rents dated July 18,
18 2005, executed by Mason in favor of Debtor, and recorded on February 8, 2006, as Document
19 No. 2006-0097482 of the Official Records of Riverside County, California (the “First Mason
20 Deed of Trust”); (iii) a Short Form Deed of Trust and Assignment of Rents dated April 3, 2006,
21 executed by Mason in favor of Debtor, and recorded on April 11, 2006, as Document No. 2006-
22 0256489 of the Official Records of Riverside County, California (the “Second Mason Deed of
23 Trust”); and (iv) a Short Form Deed of Trust and Assignment of Rents dated July 13, 2006,
24 executed by Mason in favor of Debtor, and recorded on July 17, 2006, as Document No. 2006-
25 0519893 of the Official Records of Riverside County, California (the “Third Mason Deed of
26 Trust,” together with the First Mason Deed of Trust and Second Mason Deed of Trust,
27 collectively the “Mason Deeds of Trust”). Attached hereto as **Exhibit “8”** are true and correct
28 copies of the Mason Note and the Mason Deeds of Trust.

1 26. The Mason Deeds of Trust encumber certain real property located in Riverside
2 County, California, commonly known as 36995 Mason Avenue, Murrieta, California 92563 as
3 more particularly described therein.

4 27. Pursuant to the Mason Note, monthly payments in the amount of \$1,426.93 are
5 due beginning on June 1, 2006 and continuing until May 1, 2036. Prior to the Debtor filing the
6 instant bankruptcy, Mason and the Debtor reached an oral agreement that Mason would pay the
7 Debtor \$1,000.00 each month. As of May 31, 2014, the current balance due on the Jones Note is
8 \$243,688.74.

9 **G. Loan Payments and Payment History**

10 28. On August 2, 2012, I sent correspondence to Autrey, Botello, Brown, DiBella,
11 Jones and Mason (the “Borrowers”) regarding the Loans and instructing them to make payments
12 on the Loans to the Trustee. Attached hereto as **Exhibit “9”** are true and correct copies of the
13 correspondence I sent to the Borrowers on August 2, 2012.

14 29. The records regarding the Loans were incomplete and did not properly evidence
15 payments made on the Loans since their inception. Accordingly, on October 24, 2012, I sent
16 additional correspondence to the Borrowers, letting them know the information provided to the
17 Trustee from the Debtor was incomplete and requesting that the Borrowers provide the Trustee
18 with any documentation they have regarding the Loans. Attached hereto as **Exhibit “10”** are
19 true and correct copies of the correspondence I sent to the Borrowers on October 24, 2012.

20 30. Since October 2012, the Trustee and I have worked with the Borrowers to collect
21 as much information as possible to prepare a comprehensive record regarding payments made on
22 the Loans since their inception. The Trustee has collected monthly payments from the
23 Borrowers. I have maintained and prepared charts for the Borrowers regarding the payments
24 made and other payments which have been confirmed and/or may be concluded were made
25 based on the payment history.

26 ///

27 ///

28 ///

Exhibit 1

Offer

 **RESOLUTION FUND MANAGEMENT LLC**

18565 Soledad Canyon Road, Suite 300
Santa Clarita, California, 91351
Office 661-251-1000 Fax 661-251-4700

DAVID LEVENTHAL

Manager / General Counsel / CFO

www.rfmllc.com
david@rfmllc.com

May 12, 2014

Helen Ryan Frazer
Atkinson Andelson Loya Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, California, 90703

Re: Offer to purchase assets of Estate of Murrieta Mortgage
U.S.B.C. Case No. 12-23463

Dear Ms. Frazer:

I am in receipt of your documents concerning the following loans owned by the Estate of Murrieta Mortgage:

<i>Borrower</i>	<i>Collateral</i>
Autry	21580 Herbert Street, Perris, CA
Botelio	20405 Bryant Street, Wildomar, CA
Brown	32920 Celeste Street, Wildomar, CA
DiBella	718 Rainbow Crest Road, Fallbrook, CA
Jones	42470 Alexander Drive, Hemet, CA
Mason	36995 Mason Avenue, Murrieta, CA

As you are aware, these loans are quite burdensome, due to various degrees of insecurity, poor collateral condition, payment defaults, and inadequate documentation. As a result, full collection of these loans is not likely; and in any event, will require a substantial expenditure of time (many years) and resources (including attorneys fees and costs) to enforce these notes. In light of these and other factors which impair the value of this portfolio, RFM must acquire these loans for a substantial discount relative to the aggregate amounts owed; which is typical for the sale of distressed loan portfolios.

For these reasons, RFM hereby offers the sum of \$100,000 (one hundred thousand dollars) for this portfolio. This amount shall be paid in cash (via wire or cashier's check) to the Estate, upon completion of the following:

1. The Estate's acceptance of this offer;
2. The Estate's execution of six Assignments of Deeds of Trust (one for each loan) in a form prepared or approved by RFM's title insurance company; and
3. If required by law, final entry of a court order approving this transaction.

If the foregoing is acceptable to the Estate, please return this letter signed by yourself, along with any information or conditions you may have which are necessary for you to implement this transaction in your capacity as Trustee of the Estate.

EXHIBIT "1"

I look forward to completing this transaction with you.

Best regards,

David Leventhal

David Leventhal

Agreed and accepted:

Dated: _____

Helen Ryan Frazer
Trustee of the Estate of Murrieta Mortgage
U.S.B.C. Case No. 12-23463

Exhibit 2 Agreement

NON-RECOURSE LOAN SALE AGREEMENT

This NON-RECOURSE LOAN SALE AGREEMENT ("Agreement") is made and entered into as of June __, 2014 ("Effective Date") by and between HELEN R. FRAZER, solely in her capacity as the Chapter 7 Trustee ("Trustee" or "Seller") for the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc., a California corporation ("Debtor"), on the one hand, and RESOLUTION FUND MANAGEMENT, LLC, a Nevada limited liability company ("Buyer"), on the other hand. The parties to this Agreement may sometimes be referred to individually as "Party" or collectively as the "Parties."

RECITALS

A. Debtor has heretofore made the following loans:

1. A loan made to Mark Brady Autrey and Peggy I. Autrey (collectively, "Autrey") in the original principal amount of Two Hundred Twenty-Eight Thousand and No/100 Dollars (\$228,000.00) (the "Autrey Loan"), which is evidenced and/or secured by, among other things, (i) a promissory note dated March 7, 2007, made by Autrey payable to Debtor in the original principal amount of \$228,000.00 (together with any and all amendments thereto or modifications thereof, the "Autrey Note"); (ii) a Note Modification Agreement dated July 3, 2008; and (iii) a Short Form Deed of Trust and Assignment of Rents dated March 7, 2007, executed by Autrey in favor of Debtor, and recorded on March 8, 2007, as Document No. 2007-0159188 of the Official Records of Riverside County, California (together with any and all amendments thereto or modifications thereof, the "Autrey Deed of Trust"). The Autrey Deed of Trust encumbers certain real property located in Riverside County, California, commonly known as 21580 Herbert Street, Perris, California 92570 as more particularly described therein (the "Autrey Property").

2. A loan made to Juan Botello and Praxedes Botello (collectively, "Botello") in the original principal amount of One Hundred Eighty-Four Thousand Two Hundred Fifty and No/100 Dollars (\$184,250.00) (the "Botello Loan"), which is evidenced and/or secured by, among other things, (i) a promissory note dated on or about August 30, 2005, made by Botello payable to Debtor in the original principal amount of \$184,250.00 (together with any and all amendments thereto or modifications thereof, the "Botello Note"); (ii) a Short Form Deed of Trust and Assignment of Rents dated August 30, 2005, executed by Botello in favor of Debtor, and recorded on September 1, 2005, as Document No. 2005-0723193 of the Official Records of Riverside County, California (the "First Botello Deed of Trust"); and (iii) a Short Form Deed of Trust and Assignment of Rents dated July 11, 2006, executed by Botello in favor of Debtor, and recorded on July 17, 2006, as Document No. 2006-0519894 of the Official Records of Riverside County, California (the "Second Botello Deed of Trust," together with the First Botello Deed of Trust, collectively the "Botello Deeds of Trust"). The First Botello Deed of Trust and Second Botello Deed of Trust encumber certain real property located in Riverside County, California, commonly known as 20405 Bryant Street, Wildomar, California 92595 as more particularly described therein (the "Botello Property").

3. A loan made to Robert S. Brown and Shari V. Brown (collectively, "Brown") in the original principal amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) (the "Brown Loan"), which is evidenced and/or secured by, among other things, (i) a Promissory Note dated March 8, 2006, made by Brown payable to Debtor in the original principal amount of \$75,000.00 (together with any and all amendments thereto or modifications thereof, the "Brown Note"); (ii) a Note Modification Agreement dated March 9, 2006; and (iii) a Short Form Deed of Trust and Assignment of Rents dated March 8, 2006, executed by Brown in favor of Debtor, and recorded on March 9, 2006, as Document No. 2006-0169915 of the Official Records of Riverside County, California (together with any and all amendments thereto or modifications thereof, the "Brown Deed of Trust"). The Brown Deed of Trust

encumbers certain real property located in Riverside County, California, commonly known as 32920 Celeste Street, Wildomar, California 92595 as more particularly described therein (the "Brown Property").

4. A loan made to Louis F. DiBella and Barbara J. DiBella (collectively, "DiBella") which is evidenced and/or secured by, among other things, (i) a promissory note dated on or about January 13, 2000, made by DiBella payable to Debtor (together with any and all amendments thereto or modifications thereof, the "DiBella Note"); (ii) a Note Modification Agreement dated December 18, 2006 wherein the principal amount then owing was One Hundred Forty-Eight Thousand and No/100 Dollars (\$148,000.00) (the "DiBella Loan"); and (iii) a Deed of Trust with Assignment of Rents as Additional Security dated January 13, 2000, executed by Barbara DiBella in favor of Debtor and other third parties as beneficiary, and recorded on May 18, 2000, as Document No. 2000-0258590 of the Official Records of San Diego County, California (together with any and all amendments thereto or modifications thereof, the "DiBella Deed of Trust"). The DiBella Deed of Trust encumbers certain real property located in San Diego County, California, commonly known as 718 Rainbow Crest Road, Fallbrook, California 92028 as more particularly described therein (the "DiBella Property").

5. A loan made to Jovonna S. Jones ("Jones") in the original principal amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Jones Loan"), which is evidenced and/or secured by, among other things, (i) a Promissory Note dated January 10, 2007, made by Jones payable to Debtor in the original principal amount of \$100,000.00 (together with any and all amendments thereto or modifications thereof, the "Jones Note"); (ii) a Note Modification Agreement dated January 9, 2009; and (iii) a Short Form Deed of Trust and Assignment of Rents dated January 10, 2007, executed by Jones in favor of Debtor, and recorded on January 17, 2007, as Document No. 2007-0037439 of the Official Records of Riverside County, California (together with any and all amendments thereto or modifications thereof, the "Jones Deed of Trust"). The Jones Deed of Trust encumbers certain real property located in Riverside County, California, commonly known as 42470 Alexander Drive, Hemet, California 92544 as more particularly described therein (the "Jones Property").

6. A loan made to Ralph P. Mason and Linda K. Mason (collectively, "Mason") in the original principal amount of Two Hundred Thirty-Eight Thousand and No/100 Dollars (\$238,000.00) (the "Mason Loan"), which is evidenced and/or secured by, among other things, (i) a Promissory Note dated April 3, 2006, made by Mason payable to Debtor in the original principal amount of \$238,000.00 (together with any and all amendments thereto or modifications thereof, the "Mason Note"); (ii) a Short Form Deed of Trust and Assignment of Rents dated July 18, 2005, executed by Mason in favor of Debtor, and recorded on February 8, 2006, as Document No. 2006-0097482 of the Official Records of Riverside County, California (the "First Mason Deed of Trust"); (iii) a Short Form Deed of Trust and Assignment of Rents dated April 3, 2006, executed by Mason in favor of Debtor, and recorded on April 11, 2006, as Document No. 2006-0256489 of the Official Records of Riverside County, California (the "Second Mason Deed of Trust"); and (iv) a Short Form Deed of Trust and Assignment of Rents dated July 13, 2006, executed by Mason in favor of Debtor, and recorded on July 17, 2006, as Document No. 2006-0519893 of the Official Records of Riverside County, California (the "Third Mason Deed of Trust," together with the First Mason Deed of Trust and Second Mason Deed of Trust, collectively the "Mason Deeds of Trust"). The Mason Deeds of Trust encumber certain real property located in Riverside County, California, commonly known as 36995 Mason Avenue, Murrieta, California 92563 as more particularly described therein (the "Mason Property").

B. Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code on May 31, 2012 ("Petition Date"). The bankruptcy case is titled *In re Murrieta Mortgage, Inc.*, Case No. 6:12-bk-23463-SC, pending in the United States Bankruptcy Court for the Central District of California, Riverside Division ("Bankruptcy Court").

C. Seller is the duly appointed, qualified and acting Chapter 7 Trustee for the Debtor's Estate and is authorized to administer the assets of the Estate.

D. As used in this Agreement, the term "Loans" shall mean collectively, the Autrey Loan, the Botello Loan, the Brown Loan, the DiBella Loan, the Jones Loan and the Mason Loan. Further, the term "Loan Documents" shall mean, collectively, all of the foregoing notes, deeds of trust and any and all extensions, modifications, supplements, and amendments thereto or restatements thereof together with all other documents that evidence, secure and/or guarantee the Loans.

E. As of May 31, 2014, the aggregate principal balance owing on the Loans is approximately \$850,100.00.

F. Buyer desires to buy from Seller, and Seller desires to sell to Buyer, the Loans as evidenced by the Loan Documents, and any and all of the Seller's rights, duties, and obligations that may exist with respect thereto, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Purchase and Sale. Upon and subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price (defined below), Seller hereby sells and assigns to Buyer, and Buyer hereby purchases and assumes from Seller, all of Seller's right, title, interest, obligations, and duties in, to, under, and concerning the Loans as evidenced by the Loan Documents.

2. Purchase Price. The ("Purchase Price") for the Loans shall be One Hundred Thousand and No/100 Dollars (\$100,000.00). The Purchase Price shall be payable by Buyer to Seller (through Escrow) on the Closing Date.

2.1 Opening of Escrow; Deposit. Concurrently with the mutual execution and delivery of this Agreement, Buyer shall deposit into escrow (the "Escrow") with First American Title Company, Attn: Debra Dunn, 3400 Central Avenue, Suite 100, Riverside, CA 92506 (the "Escrow Holder"), the sum of Ten Thousand Dollars (\$10,000.00) ("Buyer's Deposit"). Buyer's Deposit shall be non-refundable except upon the occurrence of any of the following events: (i) Buyer is not the approved Buyer at the hearing on the Sale Motion (as defined herein), (ii) Buyer is overbid and such overbid receives Bankruptcy Court approval and proceeds to closing, (iii) the termination of this Agreement for any reason other than Buyer's default or breach of this Agreement, or (iv) Seller's inability to consummate the transaction contemplated by this Agreement, and in any of such events, Escrow Holder shall return Buyer's Deposit to Buyer. At the Closing, Buyer's Deposit shall be credited toward payment of the Purchase Price.

2.2 Cash Balance. No later than one (1) day prior to the Closing Date, Buyer shall deliver to Escrow Holder, in Good Funds, the Purchase Price less Buyer's Deposit. For purposes of this Agreement, "Good Funds" shall mean immediately available funds in the form of cash or wire transfer of funds.

3. Closing; Deliveries at Closing.

3.1 Closing. The closing of the purchase and sale of the Loans and Loan Documents as contemplated by this Agreement (the "Closing") shall be held within three (3) business days after the

Bankruptcy Court enters an order approving the sale of the Loans and Loan Documents (the "Closing Date").

3.2 Seller Deliveries. Provided all conditions set forth herein for the benefit of Seller have been satisfied, including, without limitation, receipt by Escrow Holder of the Purchase Price and all additional funds as required, Seller shall execute, and where applicable, duly acknowledge, and deliver to Escrow one (1) Business Day prior to Closing: (i) originals of all the Loan Documents in its possession, and (ii) originals of the following documents listed below and executed by Seller, and, if necessary, acknowledged; each of which shall be prepared on a non-recourse basis (collectively, "Seller Closing Documents"):

3.2.1 The Allonges (one for each of the notes evidencing the Loans, except for the Botello Note and DiBella Note) in the form attached hereto as Exhibit A; and

3.2.2 The Assignments of Deed of Trust (one for each of the deeds of trust securing the Loans) in the form attached hereto as Exhibit B.

3.3 Buyer Deliveries. One (1) Business Day prior to the Closing Date Buyer shall deliver to Escrow Holder: (i) the Purchase Price and all additional funds as required hereunder, and (ii) originals of the following documents listed below and executed by Buyer, and, if necessary, acknowledged (collectively, "Buyer Closing Documents"):

3.3.1 An executed counterpart of the Assignments of Deed of Trust (one for each of the deeds of trust securing the Loans) in the form attached hereto as Exhibit B.

3.4 Closing Costs; Proration of Loan Payments.

3.4.1 Buyer and Seller shall each pay one-half the fees charged by Escrow Holder. Buyer shall pay all other costs and expenses incurred in connection with the recordation of the Assignments of Deeds of Trust including, without limitation, all recording fees, title policy, title search, title endorsement costs and all other amounts.

3.4.2 Seller shall be entitled to the benefit of, all payments of principal and interest, prepayment penalties or premiums, fees, reimbursements, proceeds (including, without limitation, insurance proceeds, condemnation awards, and proceeds from any collateral securing any of the Loans), advances, and all other sums and amounts (collectively, the "Loan Proceeds") paid by the applicable borrower and/or any other person or entity with respect to the Loans, or any of them, on or before the Closing Date subject to a credit against the Purchase Price. Until the Closing occurs, Seller shall have the sole and exclusive right, power, and authority to service the Loans and deal with Borrower in all matters pertaining to the Loans and the Loan Documents.

4. Bankruptcy Covenants.

4.1 Sale Subject to Overbid. In order to obtain the highest and best offer for the benefit of the creditors of the Estate, the sale of the Loans shall be subject to the following bidding procedures ("Bidding Procedures"):

4.1.1 The potential overbidders must bid an initial amount of at least \$5,000 over the purchase price offered by Buyer for the Loans and Loan Documents. Minimum bid increments thereafter shall be \$2,000.



4.1.2 Overbids must be in writing and be received by the Trustee no later than three (3) business days prior to the hearing on the sale motion by the Trustee to the Bankruptcy Court for approval of the Agreement and sale of the Loans and Loan Documents ("Sale Motion").

4.1.3 Overbids must be accompanied by a deposit ("Overbidder Deposit") in the form of certified funds in the amount of at least Ten Thousand Dollars (\$10,000) payable to Trustee.

4.1.4 The overbidder must also provide evidence of having sufficient specifically committed funds to complete the transaction for the bid amount and such other documentation relevant to the bidder's ability to qualify as the Buyer and ability to close the sale and immediately and unconditionally pay the winning bid purchase price at closing.

4.1.5 The overbidder must seek to acquire the Loans on terms and conditions not less favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the Loans and Loan Documents, including but not limited to, waiver of any and all due diligence and other contingencies such that all bidders shall become non-contingent as provided in this Agreement and closing on the sale of the Loans and Loan Documents in the same time parameters as the Buyer.

4.1.6 If overbids are received, the final bidding round for the Loans and Loan Documents shall be held at the hearing on the Sale Motion in order to allow all potential bidders the opportunity to overbid and purchase the Loans and Loan Documents. At the final bidding round to be conducted before the Bankruptcy Court, the Trustee will seek entry of an order, inter alia, authorizing and approving the sale of the Loans and Loan Documents to the bidder who the Trustee, in the exercise of her business judgment, may determine to have made the highest and best offer to purchase the Loans and Loan Documents, consistent with the Bidding Procedures ("Successful Bidder"). The hearing on the Sale Motion may be adjourned or rescheduled without notice other than by an announcement of the adjourned date at the hearing on the Sale Motion.

4.2 Entry of Sale Approval Order. Upon receipt of a fully executed copy of this Agreement and payment of the Buyer's Deposit, Seller shall promptly file a Sale Motion with the Bankruptcy Court seeking entry of an order containing, without limitation, the following provisions (the "Sale Approval Order"): (a) approving the terms and conditions of this Agreement and the sale of the Loans and Loan Documents to Buyer; (b) finding that the Purchase Price constitutes fair value for the sale of the Loans and Loan Documents; (c) authorizing and directing Seller to consummate the transactions contemplated by this Agreement and to comply in all respects with the terms of this Agreement; (d) finding that the transactions contemplated by this Agreement were negotiated at arm's length, that Buyer acted in good faith in all respects, and that Buyer is entitled to the protections of Section 363(m) of the Bankruptcy Code; and (e) finding that the Bidding Procedures and sale process conducted by Seller and/or its agents was non-collusive, fair and reasonable and was conducted in good faith.

4.3 Subject to Bankruptcy Court Approval. Seller shall use her best efforts to cause the Bankruptcy Court to enter the Sale Approval Order. The Agreement is expressly contingent upon the Seller obtaining Bankruptcy Court approval of the sale of the Loans and Loan Documents with a finding that Buyer is in good faith pursuant to Bankruptcy Code section 363(m). Seller makes no warranties, either express or implied, as to her ability to obtain approval of the Bankruptcy Court and entry of a Sale Approval Order, and in the event that the Seller is unable to obtain said approval and Sale Approval Order, Buyer and its officers, managers, members, principals, agents, successors and assigns shall hold Seller and Seller's attorneys and agents harmless from any and all damages which Buyer may allege it has suffered as a result therefrom. Buyer's Deposit shall be immediately refunded in the event such approval is not obtained.

5. Buyer Assumption of Seller Obligations under Loans. From and after the Closing, Buyer assumes and agrees to be bound by, and to pay and perform any and all obligations, duties, and covenants of Seller with respect to, the Loans, including without limitation, under the Loan Documents and any other documents and instruments executed in connection with or related to the Loan Documents, and to service and administer the Loans in a commercially reasonable manner in accordance with all applicable law, rules, and regulations. Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims arising from, or related to, Buyer's acquisition or servicing of the Loan Documents or the dealings with the applicable borrowers under the Loans and/or any other person or entity with respect to any of the Loans, and the failure on the part of Buyer to perform diligently and faithfully any and all obligations, duties, and covenants of Buyer hereunder.

6. Seller Disclaimers, Sale "AS IS," and Buyer Solely Responsible.

6.1 "As Is" Sale. The Loans are being sold "AS IS, WHERE IS AND WITH ALL FAULTS, DEFICIENCIES, AND DEFECTS, LATENT OR PATENT, KNOWN OR UNKNOWN," and the Loan Documents shall be assigned without any representation, warranty, or recourse of any kind whatsoever. Seller makes no warranty or representation of any kind whatsoever as to the Loans or Loan Documents, whether express, implied, by operation of law, or otherwise. Seller does not warrant or represent the collectability, validity, completeness, or accuracy of the Loan Documents, or any of them; the title to the collateral; the condition of collateral; the design or construction of any of the collateral; any encumbrances on the collateral; the compliance of the collateral with any and all zoning, permit, ordinance, or code requirements; the income from, or value of, the collateral; or the water, soil, geology, environmental condition, and suitability of the collateral for any and all activities and uses which Buyer may elect to conduct thereon should Buyer acquire title to the collateral.

6.2 No Representations and/or Warranties. Except as provided in Section 9.2, Seller makes no representation or warranty of any kind or nature whatsoever, whether express, implied, by operation of law, or otherwise, concerning the Loans, the Loan Documents, or any matter related thereto, in connection with, and/or ancillary to, the Loans, the Loan Documents, and/or the collateral, including, without limitation: (a) the validity and priority of any and all liens created by any of the Loan Documents, (b) Buyer's ability to foreclose upon any lien created or arising under any of the Loan Documents, or to pursue any remedy under the Loan Documents, (c) any warranties under the applicable Uniform Commercial Code, or (d) the enforceability or collectability of the Loan Documents and the Loans.

6.3 Buyer Relying Solely on Buyer's Investigations. Except as provided in Section 9.2, Buyer acknowledges that Buyer is responsible to conduct its own investigation, inspection, review, and appraisal and otherwise performed its own due diligence relating to the Loans, Loan Documents, and the collateral securing the Loans. Seller makes no representations or warranties concerning the subject matter of this Agreement. Buyer shall rely solely on its own investigation.

6.4 BUYER'S ACKNOWLEDGEMENT "AS IS". Except as provided in Section 9.2, BUYER UNDERSTANDS THAT THE SALE OF THE LOAN DOCUMENTS IS BEING MADE ON AN "AS IS, WHERE IS AND WITH ALL FAULTS, DEFICIENCIES, AND DEFECTS, LATENT OR PATENT, KNOWN OR UNKNOWN" BASIS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, SELLER MAKES, AND HAS MADE, NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY AND REPRESENTATION, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF OWNERSHIP, EXISTENCE, QUALITY, QUANTITY, VALUE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE COLLATERAL, AND/OR THE LOAN DOCUMENTS



FOR ANY PARTICULAR PURPOSE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CONSUMMATION OF THE TRANSACTIONS HEREIN PROVIDED.

7. Buyer to pay Taxes. Buyer and its successors and assigns shall be forever responsible for the payment of any sales tax, use tax, personal property tax, real property tax, or any other tax of whatsoever nature assessed, levied, or imposed in connection with the transactions contemplated hereunder, the Loans, and the Loan Documents, with the exception that Buyer shall not be liable for any income taxes of Seller, and Buyer and its successors and assigns hereby agree to indemnify (in addition to all other indemnifications given by Buyer pursuant to this Agreement), defend, and hold Seller harmless from the imposition, assessment, levy, payment, and collection of any sales tax, use tax, or personal property tax, in connection with the transactions contemplated by this Agreement, the Loans, and the Loan Documents.

8. Buyer on Notice. Buyer hereby acknowledges and agrees that it has been advised of the following: (a) one or more events of default (as defined in the Loan Documents) may have occurred under the Loans, (b) one or more of the deeds of trust that secure the Loans may be junior in priority to other monetary liens and encumbrances, (c) the real properties that secure the Loans are residential real properties, (d) Seller has limited information relating to the Loans and that the information and documents (including some of the Loan Documents) pertaining to the Loans which may have been, or will be, furnished to Buyer may be incorrect or incomplete, and (e) the Botello Note and DiBella Note (collectively, "Lost Notes") have been deemed lost or misplaced or accidentally destroyed, and after a diligent search, such Lost Notes cannot be located, and Seller cannot produce or otherwise deliver to Buyer at Closing, (i) an original or copy of such Lost Notes, nor (ii) lost note affidavits with respect to such Lost Notes. Buyer desires to purchase the Loans notwithstanding the foregoing. Buyer hereby agrees that once the transactions herein provided have been consummated, Buyer shall not have any basis for rescinding these transactions or seeking damages or recovery of any kind or nature from Seller for any reason whatsoever, including, but not limited to, the bankruptcy, reorganization, or insolvency of the applicable borrowers. Furthermore, Buyer hereby waives and agrees not to assert or take advantage of (a) any claim that may arise by reason of the incapacity, lack of authority, death, disability, or dissolution of any other person or entity, or the failure of Seller to file or enforce any claim against any estate (either in administration, bankruptcy, or other proceeding) of any person or entity; (b) any claim based upon an election of remedies by Seller; and/or (c) any claim based upon a duty, if any, on the part of Seller to disclose to Buyer any facts that Seller may now or hereafter know about Borrower, or any other person or entity, or about the collateral securing any of the Loans, or any matter affecting title thereto, or the Loans or the Loan Documents, regardless of whether Seller has reason to believe that such facts or information are known or unknown to Buyer. Buyer acknowledges and agrees that when the conditions specified above have been satisfied, Buyer assumes all risk concerning the financial condition of the borrowers under the Loans, the status of the collateral securing any of the Loans, and any and all other circumstances that might have a bearing upon the value of the Loans and Loan Documents, and any of the collateral.

9. Representations and Warranties.

9.1 Buyer Representation and Warranties. Buyer hereby represents and warrants Seller, as follows:

9.1.1 Buyer has been advised by counsel of Buyer's choosing of the conditions and limitations imposed by law upon holders of obligations secured in whole or in part by real property and/or personal property, and understands the effects of judicial and non-judicial foreclosure on the rights of holders of obligations secured by real and personal property, including as to junior priority obligations, and as to residential real property located in the State of California;

Handwritten signature and initials in the bottom right corner of the page.

9.1.2 Buyer has full power and authority to enter into this Agreement and has duly authorized, executed and delivered the same. This Agreement, when executed and delivered by Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms;

9.1.3 Purchaser is not relying on any representations and warranties of Seller (except as provided herein), whether oral or written, and hereby agrees to waive any due diligence review of the Loans and Loan Documents.

9.1.4 Buyer has been duly formed, is validly existing, is in good standing, and is qualified to do business in each state in which it is required to be so qualified. Buyer has the requisite legal capacity to enter into and consummate the transactions contemplated by this Agreement;

9.1.5 Buyer is not, and is not directly or indirectly affiliated with or related to, any of the borrowers under the Loans; and

9.1.6 Buyer has obtained all approvals necessary or required to enter into this Agreement.

9.2 Seller Representations and Warranties. Seller hereby represents and warrants to Buyer, as follows:

9.2.1 Subject to the Bankruptcy Court approval of this Agreement and all other documents to be executed by Seller and delivered to Buyer prior to or at the Closing, Seller has full power and authority to enter into this Agreement and when executed and delivered by Seller, will constitute valid and legally binding obligations of Seller, enforceable in accordance with their terms.

10. Indemnification. In addition to, and not to be construed in any way as a limitation upon any other agreement by Buyer to indemnify Seller as set forth herein, Buyer hereby covenants and agrees to indemnify, protect, and defend Seller against, and hold Seller harmless from, any Claims (defined below), arising after the Closing Date. The indemnification obligations under this Agreement, including, as set forth in this Section shall be subject to the following provisions:

10.1 Seller shall notify Buyer of any Claim against Seller within forty-five (45) days after it has notice of such Claim, but failure to notify Buyer shall in no case prejudice the indemnification rights of Seller under this Agreement. Should Buyer fail to discharge or undertake to defend Seller against such liability, within twenty (20) days after Seller gives Buyer written notice of the same, then Seller may settle such Claim, and Buyer's indemnification liability to Seller shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including attorneys' fees, incurred by Seller in effecting such settlement.

10.2 Indemnification obligations under this Agreement shall cover the costs and expenses of Seller, including reasonable attorneys' fees, related to any actions, suits, or judgments incident to any of the matters covered by such indemnities.

10.3 Indemnification obligations under this Agreement, including, without limitation, as set forth in this Section shall survive the consummation of the transaction contemplated hereunder.



10.4 For purposes hereof, the term "Claim" means any obligation, liability, claim, lien or encumbrance, loss, damage, cost, or expense, including reasonable attorneys' fees arising out of or in connection with the Loans.

11. Release of Seller.

11.1 Release. Except for any obligations of Seller expressly and specifically provided for in this Agreement, Buyer, for itself and each of its (as applicable) past, present, or future advisors, trustees, directors, officers, managers, members, partners, employees, beneficiaries, shareholders, agents, attorneys, participants, subsidiaries, parents, affiliates, successors, designees, and assigns (herein individually and collectively referred to as "Releasor"), hereby forever, finally, fully, unconditionally, and completely releases, relieves, acquits, remises, and discharges Seller and Seller's (as applicable) past, present, or future advisors, trustees, agents, attorneys, successors and assigns, from and against any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, liens, losses, costs and expenses (including, without limitation, attorneys fees and related costs), damages, injuries, suits, actions, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, contingent or fixed, at law or in equity, including, without limitation, those arising out of, or in any way connected with, any of the following: the Loans, the Loan Documents, the obligations of Seller under the Loans and Loan Documents, the origination, administration, and servicing of the Loans, and any collateral for the Loans.

11.2 1542 Waiver. Each Releasor acknowledges and agrees that it has been informed by its attorneys and advisors of, and is familiar with, and does hereby expressly waive, the provisions of, Section 1542 of the California Civil Code, and any similar statute, code, law, or regulation of any state or the United States, to the full extent that it may waive such rights and benefits. Civil Code, Section 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

11.3 Additional Information no Effect on Release. In connection with each waiver and relinquishment set forth herein, each Releasor acknowledges that it may hereafter discover claims presently unknown or unsuspected, or facts in addition to, or different from, those which it now knows or believes to be true. Nevertheless, it is the intention of each Releasor through this Agreement, to fully, finally, and forever release, waive, and relinquish all such matters, and all claims relative thereto, which now exist, may exist, or heretofore have existed. In furtherance of such intention, the releases herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

11.4 Ownership of Claims. Each Releasor represents and warrants to Seller that it is the sole and lawful owner of all right, title, and interest in and to each and every claim or other matter which it release herein, and that no Releasor has heretofore assigned or transferred, or purported to assign or transfer, to any individual, partnership, corporation, firm, estate, or entity any claim or other matters herein released. Each Releasor shall indemnify, defend, and hold harmless Seller from and against any and all claims based upon, or arising out of, or in connection with, any prior assignment or transfer, or purported assignment or transfer, of any claims or matters released herein.

11.5 Legally Sufficient Consideration for Release. The parties hereto understand and agree that any covenant or undertaking of Seller pursuant to this Agreement, however contingent or

provisional, is and shall be separate and legally sufficient consideration for all of the releases herein given, and any default, breach, failure of condition, or failure of consideration, to any extent applicable to this Agreement, shall not operate to avoid, discriminate, rescind, revoke, diminish, or otherwise affect the validity, enforceability, and continuing effectiveness of the foregoing releases, or any of them. The provisions of this Section shall survive the Closing and the earlier termination of this Agreement.

12. No Brokers. The parties acknowledge that no person or entity has any right to any commission, finder's fee, or other similar compensation based upon the transactions contemplated by this Agreement. Seller and Buyer (each an "Indemnifying Party") hereby indemnify and shall hold one another (the "Indemnified Party") harmless from and against any and all claims, demands, damages, losses, costs, and expenses, including, without limitation all attorneys' fees and related costs, incurred by the Indemnified Party in connection with any claim or demand for brokerage commissions or finders' fees made by any broker, agent, or other person alleged to have been engaged or hired by the Indemnifying Party, and any and all brokers or others claiming to have dealt with any party other than the Indemnified Party in connection with the transactions contemplated by this Agreement.

13. Buyer Default Liquidated Damages. IN THE EVENT THAT THE CLOSING DOES NOT OCCUR DUE TO A DEFAULT BY BUYER, THEN SELLER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY TERMINATE THIS AGREEMENT BY NOTIFYING BUYER THEREOF AND RECEIVE OR RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE PARTIES AGREE THAT SELLER WILL SUFFER DAMAGES IN THE EVENT OF BUYER'S DEFAULT ON ITS OBLIGATIONS. ALTHOUGH THE AMOUNT OF SUCH DAMAGES IS DIFFICULT OR IMPOSSIBLE TO DETERMINE, THE PARTIES AGREE THAT THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S LOSS IN THE EVENT OF BUYER'S DEFAULT. THUS, SELLER SHALL ACCEPT AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES BUT NOT AS A PENALTY. IN THE EVENT SELLER IS ENTITLED TO THE DEPOSIT AS LIQUIDATED DAMAGES AND TO THE EXTENT SELLER HAS NOT ALREADY RECEIVED THE DEPOSIT, THE DEPOSIT SHALL BE IMMEDIATELY PAID TO SELLER BY THE ESCROW HOLDER UPON RECEIPT OF WRITTEN NOTICE FROM SELLER THAT BUYER HAS DEFAULTED UNDER THIS AGREEMENT, AND BUYER AGREES TO TAKE ALL SUCH ACTIONS AND TO EXECUTE AND DELIVER ALL SUCH DOCUMENTS NECESSARY OR APPROPRIATE TO EFFECT SUCH PAYMENT. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THE FOREGOING LIQUIDATED DAMAGES PROVISION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

SELLER
Initial here: MBF

BUYER
Initial here: MB

14. Miscellaneous.

14.1 Time. Time is, and shall be, of the essence of each and every provision of this Agreement.

14.2 Assignment; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as herein provided, no party may assign any of its rights, or delegate any of its duties or obligations (by operation of law or otherwise), under this Agreement without the prior written consent of the other party, and any such purported assignment or delegation shall be void *ab initio*.

14.3 Bankruptcy Court Jurisdiction. The Loans and Loan Documents are under the jurisdiction of the Bankruptcy Court and considered to be an asset of Debtor's Estate, and thus the resolution of any and all disputes between Seller and Buyer concerning the Loans and Loan Documents and this Agreement shall be resolved by the United States Bankruptcy Court for the Central District of California, Riverside Division.

14.4 Governing Law. This Agreement is to be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the State of California shall govern, without giving effect to principles of conflicts of law.

14.5 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

14.6 Neutral Interpretation. This Agreement is the product of negotiations of the parties hereto, and in the enforcement or interpretation hereof is to be enforced and interpreted in a neutral manner, and any presumption with regard to construction or interpretation for or against any party by reason of that party having drafted, or caused to be drafted, this Agreement, or any portion thereof, shall not be effective in regard to the interpretation hereof.

14.7 Entire Agreement. This Agreement, and any documents attached as exhibits or executed in connection herewith, constitute the Parties' entire agreement with respect to the subject matter hereof, and supersede all agreements, representations, warranties, statements, promises, and understandings, whether oral or written, with respect to the subject matter herewith. This Agreement may not be amended, altered, or modified except by a writing signed by all Parties.

14.8 Execution of Additional Documents. The Parties agree to sign any and all documents reasonably necessary in order to carry out the purpose, intent, and effect of this Agreement.

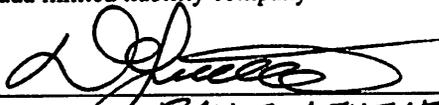
14.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or e-mailed PDF signatures may be accepted as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

BUYER:

RESOLUTION FUND MANAGEMENT, LLC,
a Nevada limited liability company

By: 
Name: DAVID LEVENTHAL
Title: MANAGER

SELLER:


HELEN R. FRAZER, solely in her capacity
as Chapter 7 Trustee for the bankruptcy
estate of Murrieta Mortgage, Inc.

EXHIBIT A
FORM OF ALLONGE

ALLONGE

THIS ALLONGE is attached to that certain Promissory Note in the original principal amount of _____ Dollars (\$_____) dated _____, 20__ (the "Note"), executed by _____, in favor of MURRIETA MORTGAGE, INC. ("Payee") and evidence the endorsement of the Note by HELEN R. FRAZER, solely in her capacity as the Chapter 7 Trustee for the bankruptcy estate of Murrieta Mortgage, Inc. ("Assignor") as provided in that certain Non-Recourse Loan Sale Agreement dated as of _____, 2014 (the "Loan Sale Agreement"), and is made on an "as is" and "with all faults" basis and without recourse or representation or warranty of any kind, express or implied except as expressly provided in the Loan Sale Agreement.

PAY TO THE ORDER OF RESOLUTION FUND MANAGEMENT, LLC, a Nevada limited liability company, without recourse or warranty, except as expressly set forth in the Loan Sale Agreement.

Dated: _____, 2014

ASSIGNOR:

HELEN R. FRAZER, solely in her capacity
as Chapter 7 Trustee for the bankruptcy
estate of Murrieta Mortgage, Inc.

EXHIBIT B
FORM OF ASSIGNMENT OF DEED OF TRUST

[See Attached]

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

A.P.N.

ASSIGNMENT OF DEED OF TRUST

This ASSIGNMENT OF DEED OF TRUST (“Assignment”) is made this ____ day of _____, 2014, by HELEN R. FRAZER, solely in her capacity as the Chapter 7 Trustee for the bankruptcy estate of Murrieta Mortgage, Inc., Case No. 6:12-bk-23463-SC (“Assignor” or “Seller”), to RESOLUTION FUND MANAGEMENT, LLC, a Nevada limited liability company (“Assignee”).

FOR VALUE RECEIVED, Assignor hereby grants, assigns, and transfers to Assignee any and all of its beneficial interest under that certain Deed of Trust, dated _____, made by _____ for the benefit of Seller, and recorded on _____, in the Official Records of _____ County, California, as Instrument No. _____ (“Deed of Trust”), and as a lien on that certain real property described on Exhibit A, attached hereto and made a part hereof.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under each of the foregoing described Deed of Trust. The foregoing assignment is made “AS IS, WHERE IS, AND WITH ALL FAULTS, DEFICIENCIES, AND DEFECTS, LATENT OR PATENT, KNOWN OR UNKNOWN”, and without recourse or representation of any kind or nature.

ASSIGNOR:

HELEN R. FRAZER, solely in her capacity
as Chapter 7 Trustee for the bankruptcy
estate of Murrieta Mortgage, Inc.

ASSIGNEE:

RESOLUTION FUND MANAGEMENT, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

Exhibit 3
Autrey Loan

MA1507-AA2

NOTE MODIFICATION AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 3rd DAY OF JULY 2008, BETWEEN MURRIETA MORTGAGE INC., A CALIFORNIA CORPORATION AS THE FIRST PARTY, AND MARK BRADY AUTREY and PEGGY I. AUTREY, AS THE SECOND PARTY.

WITNESSETH THAT:

WHEREAS, FIRST PARTY IS THE OWNER AND HOLDER OF A PROMISSORY NOTE SECURED BY A DEED OF TRUST RECORDED ON THE MARCH 8, 2007, AS INSTRUMENT NO. 2007-0159188 IN BOOK 2007, PAGE NO. 0159188 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

WHEREAS, SECOND PARTY IS THE OWNER OF THE REAL ESTATE PROPERTY DESCRIBED IN SAID DEED OF TRUST SUBJECT TO THE LIEN THEREOF, AND

WHEREAS, THE PARTIES HERETO DESIRE TO CHANGE AND MODIFY THE TERMS OF SAID PROMISSORY NOTE.

NOW, THERETOFORE, IN CONSIDERATION OF THE PROMISSES AND COVENANTS HEREIN CONTAINED IS MUTUALLY AGREED AS FOLLOWS:

1. THE UNPAID PRINCIPAL DUE UPON SAID PROMISSORY NOTE IS THE SUM OF TWO HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED AND NO/100 (\$258,200.00) DOLLARS WITH PRINCIPAL AND INTEREST THEREON AT THE RATE OF 8% PER ANNUM FROM JULY 3, 2008.
2. THE BALANCE DUE UPON SAID PROMISSORY NOTE AS AFORESAID SHALL BE PAID IN THE FOLLOWING MANNER AND THE TERMS OF THE ORIGINAL PROMISSORY NOTE CHANGED AND MODIFIED AS FOLLOWS, TO WIT: EFFECTIVE JULY 3, 2008 THE MONTHLY PAYMENT WILL BE ONE THOUSAND EIGHT HUNDRED NINETY-FOUR AND 58/100, (\$1,894.58) DOLLARS.
3. THE UNPAID BALANCE PLUS ACCURED INTEREST THEN DUE, THEREON, SHALL BE FULLY DUE AND PAYABLE ON JULY 3, 2018.
4. THAT SECOND PARTY AGREES TO PAY SAID PROMISSORY NOTE ACCORDING TO THE TERMS THEREOF AS HEREIN CHANGED AND MODIFIED AND AGREES TO PERFORM ALL OF THE ACTS TO BE PERFORMED BY THE TRUSTOR UNDER THE TERMS OF SAID DEED OF TRUST.
5. Each payment shall be credited first to interest then due, and the remainder applied to principal; and interest shall thereupon crease upon the principal so credited. Should default be made in payment of any installment when due, the whole sum of principal and accrued interest shall become immediately due, without notice, at the option of the holder of this note. Interest after maturity will accrue at the rate indicated above. Principal and interest are payable in lawful money of the United States. Each maker will be jointly and severally liable and consents to the acceptance for this note, and waives presentment, demand and protest and the right to asset any statute of limitations. If any action be instituted on this note, the undersigned promise (s) to pay such sum as the Court may fix as attorney's fees.

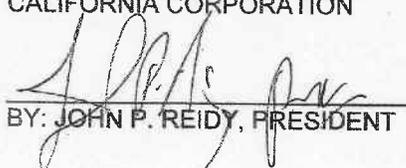
BALLOON PAYMENT

6. This note is subject to section 2966 of the Civil Code, which provides that the holder of this note shall be given written notice to the Trustor, or his successor in interest of his prescribed information at least 90 and not more than 150 days before any balloon payment is due.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

FIRST PARTY,

MURRIETA MORTGAGE, INC., A
CALIFORNIA CORPORATION


BY: JOHN P. REIDY, PRESIDENT

SECOND PARTY,


MARK BRADY AUTREY


PEGGY I. AUTREY

EXHIBIT "3"

MA15007-A

MARCH 7, 2007

\$228,000.00

I promise to pay IN LAWFUL MONEY OF THE United States of America, to MURRIETA MORTGAGE, INC. a California corporation, or order, at place designated by holder the principal sum of TWO HUNDRED TWENTY-EIGHT THOUSAND AND NO/100 **** (\$228,000.00) **** DOLLARS, with interest at the rate of TWELVE (12%) PERCENT per annum from MARCH 7, 2007. On SEPTEMBER 7, 2007, the unpaid principal plus interest is all due and payable.

✓ 
MARK BRADY AUTREY

✓ 
PEGGY I. AUTREY

Recorded in Official Records
 County of Riverside

Larry W. Ward
 Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO

NAME MURRIETA MORTGAGE
 ADDRESS 41763 IVY ST.
 CITY, STATE & ZIP Murrieta, Ca. 92562



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
2			2		1				4
(M)	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 603

Loan NO. MA1507-A

ESCROW. 95046

APN NO. 345-170-046-8

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS



This Deed of Trust, made this 7th day of MARCH 2007, between MARK BRADY AUTREY AND PEGGY I. AUTREY, husband and wife as joint tenants, herein called Trustor, whose address is 21580 HERBERT STREET, PERRIS, CA 92570, Stewart Title of California, Inc., herein called Trustee, and MURRIETA MORTGAGE, INC., a California Corporation herein called Beneficiary,

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE,** that property in County of Riverside, State of California, described as:

PARCEL 1 AND Lot D of Parcel Map 6348, as shown by Map on file in Book 18, Page 94 of Parcel Maps, Records of Riverside County, California.

EXCEPTING therefrom 7/8ths of all mineral, oil and/or gas and mine tailings and dump rights as reserved in deed from George Schmitz to Leo P. Brown, Recorded November 29, 1947 as Instrument No. 3559.

Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey, or permit to be sold, transferred or conveyed, his interest in the real property securing this note, or any part thereof, then the beneficiary may, at his option declare all sums secured hereby immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$228,000.00** executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE
IMPERIAL	9/10/68	1267	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/98	7090	14	SANTA BARBARA	9/6/68		
	2244	922													
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429	LOS ANGELES	8/28/68		
	T5910	842													
RIVERSIDE	9/10/68	ACCOUNT = 87097 YEAR 1968				SAN DIEGO	9/10/68	SERIES 9 BOOK 1968 PAGE 155820							

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

MARK BRADY AUTREY

PEGGY I. AUTREY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of RIVERSIDE)

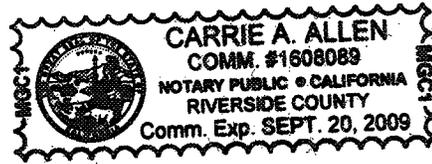
On MAR. 7, 2007 before me, CARRIE A. ALLEN, Notary Public
(here insert name and title of the officer)

personally appeared MARK BRADY AUTREY & PEGGY I.

AUTREY
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.

Carrie A. Allen
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT
DEED OF TRUST
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 3/7/07

Loan No. MA15007-A
(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____



The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such Reconveyance may be described as "The person or persons legally entitled thereto" "Five years after issuance of such full Reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.

(10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon defaults by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD
REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid:

To Stewart Title of California, Inc., Trustee: Dated July 22, 2007

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have 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 said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

By _____
By _____

MARK and PEGGY Autrey
21580 HERBERT ST. FERRIS, CA
92570

Do not lose or destroy this Deed of Trust OR THE NOTE, which it secures. Both must be delivered to the Trustee for cancellation before Reconveyance will be made.

Exhibit 4
Botello Loan

Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO

NAME MURRIETA MORTGAGE
 ADDRESS 41763 IVY ST.
 CITY, STATE & ZIP Murrieta, Ca. 92562



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
✓	2		3		1				
					5				DK
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

TITLE ORDER NO.

ESCROW A MA1472-B

APN NO. 370-260-012-9

27-



SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 11th day of JULY 2006, between JUAN BOTELLO AND PRAXEDES BOTELLO, husband and wife as joint tenants, herein called Trustor, whose address is 20405 BRYANT STREET, LAKE ELSINORE, CA 92530, Stewart Title of California, Inc., herein called Trustee, and MURRIETA MORTGAGE, INC., a California Corporation herein called Beneficiary,

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE,** that property in County of Riverside, State of California, described as:

THE REAL PROPERTY IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS PARCEL 3 OF PARCEL MAP 7705 AS PER PARCEL MAP ON FILE IN BOOK 25, PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey, or permit to be sold, transferred or conveyed, his interest in the real property securing this note, or any part thereof, then the beneficiary may, at his option declare all sums secured hereby immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$59,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE
IMPERIAL	9/10/68	1267	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/98	7090	14	SANTA BARBARA	9/6/68		
	2244	922													
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429	LOS ANGELES	8/28/68		
	T5910	842													
RIVERSIDE	9/10/68							SAN DIEGO	9/10/68						
			ACCOUNT = 87097 YEAR 1968											SERIES 9 BOOK 1968 PAGE 155820	

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

JUAN BOTELLO

PRAXEDES BOTELLO

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of RIVERSIDE)

On July 12, 2006 before me, CARRIE A. ALLEN, Notary Public
(here insert name and title of the officer)

personally appeared JUAN BOTELLO

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.

Carrie A. Allen
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

TRUST DEED
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 7/11/06

loan No AMA1472-B App: 370 -
(Additional information) 260-012-9

CAPACITY CLAIMED BY THE SIGNER

- Individual (cs)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CALIFORNIA)

County of RIVERSIDE)

On July 13, 2006 before me, CARRIE A. ALLEN, Notary Public
(here insert name and title of the officer)

personally appeared PRAXEDES BOTELLO

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.

Carrie A. Allen
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

TRUST DEED
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 7/11/06

Loan No. MA1472-B App: 3TP
(Additional information) 260-012-9

CAPACITY CLAIMED BY THE SIGNER

- Individual ~~(s)~~
- Corporate Officer
(Title) _____
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO

NAME MURRIETA MORTGAGE
 ADDRESS 41763 IVY ST.
 CITY, STATE & ZIP Murrieta, Ca. 92562



M	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
				4				
A	R	L		COPY	LONG	REFUND	NCHG	EXAM

23

CB

TITLE ORDER NO.

ESCROW A MA1439

APN NO. 370-260-012-9



**SHORT FORM DEED OF TRUST AND
 ASSIGNMENT OF RENTS**

This Deed of Trust, made this 30th day of AUGUST 2005, between JUAN BOTELLO AND PRAXEDES BOTELLO, husband and wife as joint tenants, herein called Trustor, whose address is 20405 BRYANT STREET, LAKE ELSINORE, CA 92530, Stewart Title of California, Inc., herein called Trustee, and MURRIETA MORTGAGE, INC., a California Corporation herein called Beneficiary,

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in County of Riverside, State of California, described as:

THE REAL PROPERTY IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS PARCEL 3 OF PARCEL MAP 7705 AS PER PARCEL MAP ON FILE IN BOOK 25, PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey, or permit to be sold, transferred or conveyed, his interest in the real property securing this note, or any part thereof, then the beneficiary may, at his option declare all sums secured hereby immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$184,250.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE
IMPERIAL	9/10/68	1267	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/98	7090	14	SANTA BARBARA	9/6/68		
		2244	922												
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429	LOS ANGELES	8/28/68		
		T5910	842												
RIVERSIDE	9/10/68			ACCOUNT = 87097 YEAR 1968				SAN DIEGO	9/10/68	SERIES 9 BOOK 1968	PAGE 155820				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Juan Botello
 JUAN BOTELLO

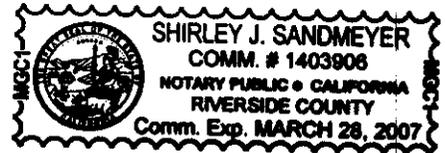
PRAXEDES Botello
 PRAXEDES BOTELLO

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } ss.

On 8.30.05 before me, SHIRLEY J. SANDMEYER, Notary Public, personally appeared JUAN BOTELLO AND PRAXEDES BOTELLO, 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 [Handwritten Signature]

NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.

Title of Document Type DEED OF TRUST
Number of Pages 2 Date of Document 8.30.05
Signer(s) Other Than Named Above _____



Exhibit 5
Brown Loan

NOTE MODIFICATION AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 9th DAY OF MARCH 2006, BETWEEN MURRIETA MORTGAGE INC., A CALIFORNIA CORPORATION AS THE FIRST PARTY, AND **ROBERT S. BROWN AND SHARI V. BROWN**, AS THE SECOND PARTY.

WITNESSETH THAT:

WHEREAS, FIRST PARTY IS THE OWNER AND HOLDER OF A PROMISSORY NOTE SECURED BY A DEED OF TRUST RECORDED **MARCH 9, 2006**, AS INSTRUMENT NO. **2006-0169915** IN BOOK **2006**, PAGE NO. **0169915** OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

WHEREAS, SECOND PARTY IS THE OWNER OF THE REAL ESTATE PROPERTY DESCRIBED IN SAID DEED OF TRUST SUBJECT TO THE LIEN THEREOF, AND

WHEREAS, THE PARTIES HERETO DESIRE TO CHANGE AND MODIFY THE TERMS OF SAID PROMISSORY NOTE.

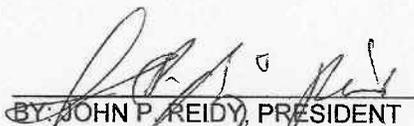
NOW, THERETOFORE, IN CONSIDERATION OF THE PROMISSES AND COVENANTS HEREIN CONTAINED IS MUTUALLY AGREED AS FOLLOWS:

1. THE UNPAID PRINCIPAL AND INTEREST DUE UPON SAID NOTE IN THE SUM OF **SEVENTY-NINE THOUSAND AND 00/100 (\$79,000.00)** DOLLARS PRINCIPAL AND INTEREST THEREON AT THE RATE OF **6 %** PER ANNUM FROM **MARCH 8, 2006**.
2. THE BALANCE DUE UPON SAID PROMISSORY NOTE AS AFORESAID SHALL BE PAID IN THE FOLLOWING MANNER AND THE TERMS OF THE ORIGINAL NOTE CHANGED AND MODIFIED AS FOLLOWS, TO WIT: EFFECTIVE **MARCH 9, 2006**, THE MONTHLY PAYMENT WILL BE **FOUR HUNDRED SEVENTY-THREE AND 64/100, (\$473.64)** DOLLARS.
3. THAT SECOND PARTY AGREES TO PAY SAID NOTE ACCORDING TO THE TERMS THEREOF AS HEREIN CHANGED AND MODIFIED AND AGREES TO PERFORM ALL OF THE ACTS TO BE PERFORMED BY THE TRUSTOR UNDER THE TERMS OF SAID DEED OF TRUST.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

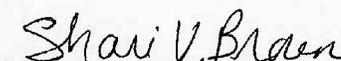
FIRST PARTY,

MURRIETA MORTGAGE, INC., A
CALIFORNIA CORPORATION


BY: JOHN P. REIDY, PRESIDENT

SECOND PARTY,


ROBERT S. BROWN


SHARI V. BROWN

**PROMISSORY NOTE
(INTEREST INCLUDED)**

MARCH 8, 2006

\$75,000.00

On or before APRIL 1, 2036 and for value received, I promise to pay, MURRIETA MORTGAGE, INC., A CALIFORNIA CORPORATION, or order, at place designated by holder the sum SEVENTY-FIVE THOUSAND DOLLARS and 00/00 (\$75,000.00) with interest on the unpaid sum, at the rate of SIX percent (6 %) per annum; principal and interest payable in monthly installments of FOUR HUNDERED FOURTY NINE DOLLARS and 66/00 (\$449.66) or more, beginning on the 1st, of MAY 2006 and continuing until the 1st day of APRIL, 2036.

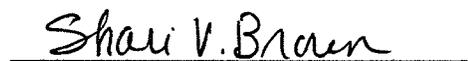
With respect to any payment 10 days past the due date, in addition to such payment, a late charge of 10% of the delinquent payment will be due.

Each payment shall be credited first to interest then due, and the remainder applied to principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due, the whole sum of principal and accrued interest shall become immediately due, without notice, at the option of the holder of this note. Interest after maturity will accrue at the rate indicated above. Principal and interest are payable in lawful money of the United States. Each maker will be jointly and severally liable and consents to the acceptance for this note, and waives presentment, demand, protest, and the right to asset any statute of limitations. If any action be instituted on this note, the undersigned promise (s) to pay such sum as the Court may fix as attorney's fees.

Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey, or permit to be sold, transferred or conveyed his interest on the real property securing this note, or any part thereof, then the Beneficiary may, at this option declare all sums secured hereby immediately due and payable.



ROBERT S. BROWN


SHARI V. BROWN

RECORDING REQUESTED BY

Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO

NAME MURRIETA MORTGAGE
 ADDRESS 41763 IVY ST.
 CITY, STATE & ZIP Murrieta, Ca. 92562



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
✓	2		2		1				
					4				ng
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

TITLE ORDER NO.

ESCROW A MA1461-B

APN NO. 368-271-004

272



SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 8th day of MARCH 2006, between ROBERT S. BROWN AND SHARI V. BROWN, husband and wife as joint tenants, herein called Trustor, whose address is 32920 CELESTE WAY, WILDOMAR, CA 92595, Stewart Title of California, Inc., herein called Trustee, and MURRIETA MORTGAGE, INC., a California Corporation herein called Beneficiary,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in County of Riverside, State of California, described as:

LOT(S) 21, OF TRACT NO. 15213, AS SHOWN BY MAP ON FILE IN BOOK 144 PAGE(S) 72 AND 73, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey, or permit to be sold, transferred or conveyed, his interest in the real property securing this note, or any part thereof, then the beneficiary may, at his option declare all sums secured hereby immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$75,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE
IMPERIAL	9/10/68	1267	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/98	7090	14	SANTA BARBARA	9/6/68
	2244	922											
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429	LOS ANGELES	8/28/68
	T5910	842											
RIVERSIDE	9/10/68	ACCOUNT = 87097 YEAR 1968				SAN DIEGO	9/10/68	SERIES 9 BOOK 1968 PAGE 155820					

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

ROBERT S. BROWN

SHARI V. BROWN

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of RIVERSIDE)

On March 8, 2006 before me, CARRIE A. ALLEN, Notary Public
(here insert name and title of the officer)

personally appeared Robert S. Brown and SHARI

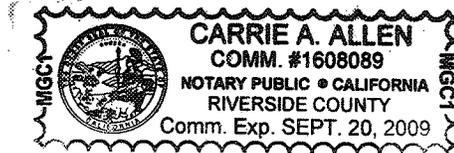
V. BROWN

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.

Carrie A. Allen

Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT
DEED OF TRUST
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 3/8/06

(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____



DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein

To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such Reconveyance may be described as "The person or persons legally entitled thereto "Five years after issuance of such full Reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.
- (10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (11) That upon defaults by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid:

To Stewart Title of California, Inc., Trustee: Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have 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 said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

By _____
By _____

Exhibit 6
Jones Loan

NOTE MODIFICATION AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 18th DAY OF DECEMBER 2006, BETWEEN MURRIETA MORTGAGE INC., A CALIFORNIA CORPORATION AS THE FIRST PARTY, LOUIS F. DIBELLA and BARBARA J. DIBELLA, AS THE SECOND PARTY.

WITNESSETH THAT:

WHEREAS, FIRST PARTY IS THE OWNER AND HOLDER OF A PROMISSORY NOTE SECURED BY A DEED OF TRUST RECORDED ON MAY 18, 2000, AS INSTRUMENT NO. 2000-0258590 IN BOOK 2000, PAGE NO. 0258590 OF OFFICIAL RECORDS OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

WHEREAS, SECOND PARTY IS THE OWNER OF THE REAL ESTATE PROPERTY DESCRIBED IN SAID DEED OF TRUST SUBJECT TO THE LIEN THEREOF, AND

WHEREAS, THE PARTIES HERETO DESIRE TO CHANGE AND MODIFY THE TERMS OF SAID PROMISSORY NOTE.

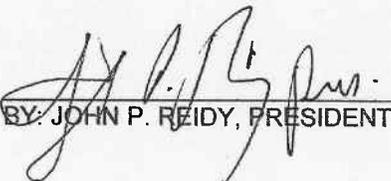
NOW, THERETOFORE, IN CONSIDERATION OF THE PROMISSES AND COVENANTS HEREIN CONTAINED IS MUTUALLY AGREED AS FOLLOWS:

1. THE UNPAID PRINCIPAL IS NOW DUE UPON SAID PROMISSORY NOTE IS THE SUM OF ONE HUNDRED FORTY-EIGHT THOUSAND AND NO/100 (**\$148,000.00**) DOLLARS MONTHLY PAYMENT OF ONE THOUSAND FOUR HUNDRED EIGHTY DOLLARS (**\$1,480.00**) WITH PRINCIPAL AND INTEREST THEREON AT THE RATE OF 12% PER ANNUM FROM DECEMBER 18, 2006 AND CONTINUING UNTIL JANUARY 1, 2009.
2. THAT IN ALL OTHER RESPECTS SAID NOTE AND SECURITY AGREEMENT SHALL REMAIN UNEFFECTED, UNCHANGED AND UNIMPAIRED BY REASON OF EXECUTION OF THIS AGREEMENT.
3. THAT SECOND PARTY AGREES TO PAY SAID PROMISSORY NOTE ACCORDING TO THE TERMS THEREOF AS HEREIN CHANGED AND MODIFIED AND AGREES TO PERFORM ALL OF THE ACTS TO BE PERFORMED BY THE TRUSTOR UNDER THE TERMS OF SAID SECURITY AGREEMENT.

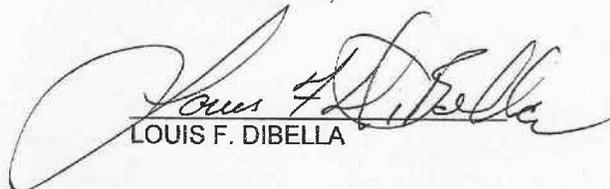
IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

FIRST PARTY,

MURRIETA MORTGAGE, INC., A
CALIFORNIA CORPORATION


BY: JOHN P. REIDY, PRESIDENT

SECOND PARTY,


LOUIS F. DIBELLA


BARBARA J. DIBELLA

7262

AND WHEN RECORDED MAIL TO

NAME MURRIETA MORTGAGE
ADDRESS 41763 IVY STREET
CITY MURRIETA, CA 92562
STATE & ZIP

TITLE ORDER NO. _____ ESCROW NO. 94403 APN:110-280-230-0
DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY
MODIFICATION
MODIFY TERMS OF NOTE

This DEED OF TRUST, made JANUARY 13, 2000, between

BARBARA DIBELLA, A MARRIED WOMAN herein called TRUSTOR,

whose address is 712 RAINBOW CREST RD., FALLBROOK, CA. 92028

ATI TITLE COMPANY, a California Corporation, herein called TRUSTEE, AND MURRIETA MORTGAGE, INC., A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED 9.62% INTEREST AND GEORGE A. WALKER AND MARY B. WALKER, TRUSTEES OF THE WALKER FAMILY TRUST DATES JULY 10, 1998 AS** herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in County of SAN DIEGO, CALIFORNIA described as:

307401469

AS PER LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

SHOULD TRUSTOR OR HIS SUCCESSORS IN INTEREST WITHOUT THE CONSENT IN WRITING OF THE BENEFICIARY, SELL, TRANSFER OR CONVEY, OR PERMIT TO BE SOLD, TRANSFERRED OR CONVEYED, HIS INTEREST IN THE REAL PROPERTY SECURING THIS NOTE, OR ANY PART THEREOF THEN BENEFICIARY MAY, AT HIS OPTION, DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing: (1) payment of the sum of \$ 52,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extension or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described. Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bond by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions B of the certain Fictitious Deed of Trust recorded in the book of page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	884	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	164	348	Larsen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T-2055	699	Sacramento	4331	62	Sonoma	1851	689
Calveras	145	152	Madera	810	170	SanBenito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3976	47	Mariposa	77	292	San Francisco	A-332	906	Tohama	401	289
Del Norte	76	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	556	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Gelinn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2082	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2 Book 1961, Page 183667				

**TO AN UNDIVIDED 90.38% INTEREST

EXHIBIT "6"

7263

Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are preprinted on the following pages hereof and are by the within reference thereto, incorporated herein and made part of this Deed of Trust fro all purposed as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requested that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

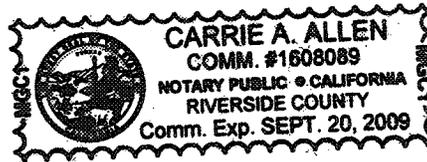
Signature of Trustor

Barbara Dibella
BARBARA DIBELLA

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On December 28, 2006 before me, Carrie A. Allen, Notary Public, Personally appeared BARBARA DIBELLA Personally known to me (or p executed the same in his/her/their authorized roved 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 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 *Carrie A. Allen*

(Seal)

(THIS DEED OF TRUST IS APPROPRIATE FOR USE ONLY IN CERTAIN TRANSACTIONS. PRIOR TO THE EXECUTION OF THIS DEED OF TRUST, THE PARTIES SHOULD CONSULT THEIR ATTORNEYS WITH RESPECT TO ITS SUITABILITY FOR THEIR PURPOSE. FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST OFFICE OF _____, ALONG WITH A REQUEST FOR FULL RECONVEYANCE.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

7264

State of California)

County of RIVERSIDE)

On DEC. 28, 2006 before me, CARRIE A. ALLEN, Notary Public
(here insert name and title of the officer)

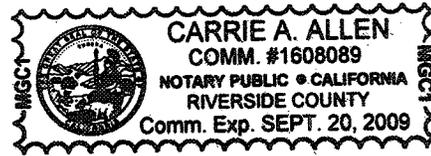
personally appeared BARBARA DiBELLA

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.

Carrie A. Allen

Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

DEED OF TRUST

(Title or description of attached document)

NOTE MODIFICATION

(Title or description of attached document continued)

Number of Pages 7 Document Date 1/13/00

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

307401469

"Exhibit A"
LEGAL DESCRIPTION

7265

The land referred to herein is situated in the State of California,
County of SAN DIEGO, Unincorporated Area, described as follows:

PARCEL 1:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN
BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE
OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY
APPROVED APRIL 17, 1894, LYING NORTHERLY OF A LINE DESCRIBED AS
FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 19; THENCE
ALONG THE EASTERLY LINE OF SAID SECTION 19, NORTH $04^{\circ}01'46''$
EAST, 1093.31 FEET (DEED - 1094.38 FEET) TO THE NORTHEASTERLY
CORNER OF LAND DESCRIBED IN DEED TO ROY E. WHITAKER, ET UX,
RECORDED OCTOBER 6, 1960 AS FILE NO. 199814 OF OFFICIAL RECORDS
AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY
LINE OF SAID WHITAKER'S LAND TO AND ALONG THE NORTHERLY LINE OF
LAND DESCRIBED IN DEED TO WILLIAM L. SHRODE, ET UX, RECORDED
JULY 1, 1959 IN BOOK 7748, PAGE 40 OF OFFICIAL RECORDS, SOUTH
 $88^{\circ}52'52''$ WEST, 1437.94 FEET TO THE INTERSECTION WITH THE
WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SAID SECTION 19.

EXCEPTING THEREFROM THE SOUTHERLY 25 FEET OF THE WESTERLY 650
FEET THEREOF.

ALSO EXCEPTING THEREFROM THE NORTHERLY 125 FEET THEREOF AS
CONVEYED TO ALBERT B. MCMILLAN ET UX BY DEED RECORDED ON APRIL
2, 1959 AS DOCUMENT NO. 65050 OF OFFICIAL RECORDS OF SAID SAN
DIEGO COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF LYING EASTERLY,
NORTHEASTERLY AND NORTHERLY OF THE WESTERLY BOUNDARY LINE OF
PARCEL 2 CONVEYED TO CLIFFORD SWEATTE BY DEED RECORDED ON APRIL
29, 1981 AS FILE NO. 81-126650 OF OFFICIAL RECORDS OF SAID SAN
DIEGO COUNTY.

ALSO EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS, TOGETHER
WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, AS
RESERVED BY THE UNITED STATES OF AMERICA IN PATENT RECORDED
APRIL 14, 1938 IN BOOK 757, PAGE 488 OF OFFICIAL RECORDS.

PARCEL 2:

Continued on next page

307401469

7266

ALL THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED APRIL 17, 1894, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 3°18'13" EAST (RECORD NORTH 3°17'27" EAST) ALONG THE WEST LINE THEREOF 78.26 FEET; THENCE SOUTH 71°58'30" EAST 26.11 FEET; THENCE NORTH 88°59' EAST 391.19 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88°59' EAST, 33.30 FEET, THENCE SOUTH 09°24'00" WEST, 197.07 FEET TO THE SOUTH LINE OF THE LAND CONVEYED TO ALBERT B. MCMILLAN ET UX BY DEED RECORDED APRIL 2, 1959 AS DOCUMENT NO. 65050 OF OFFICIAL RECORDS OF SAID SAN DIEGO COUNTY; THENCE SOUTH 88°52'53" WEST ALONG SAID SOUTHERLY LINE, 33.33 FEET MORE OR LESS TO A POINT THAT BEARS SOUTH 09°29'00" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 09°24'00" EAST, 197.07 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, AS RESERVED BY THE UNITED STATES AMERICA IN PATENT RECORDED APRIL 14, 1938 IN BOOK 757, PAGE 488 OF OFFICIAL RECORDS.

PARCEL 3:

AN EASEMENT AND RIGHT OF WAY FOR ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS A STRIP OF LAND 60 FEET IN WIDTH LYING WITHIN A PORTION OF THE NORTH HALF OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, THE CENTERLINE THEREOF BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 HEREIN BEFORE DESCRIBED; THENCE SOUTH 88°59' WEST, 424.49 FEET, THENCE NORTH 71°58'30" WEST, 26.11 FEET; THENCE NORTH 70°46'30" WEST, 33.54 FEET TO THE BEGINNING OF A TANGENT 855.16 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°54'10" A DISTANCE OF 267.21 FEET TO THE BEGINNING OF A COMPOUND 700.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°44'50" A DISTANCE OF 216.82 FEET; THENCE TANGENT TO SAID CURVE SOUTH 73°34'30" WEST, 133.89 FEET TO THE BEGINNING OF A TANGENT 60.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°21'10" A DISTANCE OF 47.49 FEET; THENCE TANGENT TO SAID CURVE, NORTH 61°04'20" WEST, 91.03 FEET TO THE

Continued on next page

307401469

7267

BEGINNING OF A TANGENT 500.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°49', A DISTANCE OF 225.29 FEET; THENCE TANGENT TO SAID CURVE, NORTH 35°15'20" WEST, 462.68 FEET TO THE BEGINNING OF A TANGENT 440.38 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°47'10", A DISTANCE OF 144.39 FEET TO THE BEGINNING OF A REVERSE 300.00 FOOT RADIUS CURVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°32'20" A DISTANCE OF 70.89 FEET; THENCE TANGENT TO SAID CURVE, NORTH 40°30'10" WEST, 81.83 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19, DISTANT SOUTH 2°31'51" WEST, 504.99 FEET FROM THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19.

ALSO AN EASEMENT AND RIGHT OF WAY FOR ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES AND APPURTENANCES THERETO OVER, UNDER ALONG AND ACROSS A STRIP OF LAND 60.00 FEET IN WIDTH, LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19; TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, DISTANT SOUTH 2°31'51" WEST, 485.66 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE FOLLOWING THE CENTER LINE OF THE EXISTING ROAD, NORTH 40°27'40" WEST, 183.45 FEET; NORTH 26°27'40" WEST, 121.52 FEET; NORTH 38°15'50" WEST, 120.82 FEET; NORTH 18°57'40" WEST, 89.51 FEET AND NORTH 36°14'50" WEST, 53.92 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 19, DISTANT SOUTH 87°36'19" WEST, 330.71 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 19.

ALSO AN EASEMENT AND RIGHT OF WAY FOR ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE 60.00 FOOT STRIP DESCRIBED ABOVE AND LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, DISTANT SOUTH 2°31'51" WEST, 475.00 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE NORTH 29°35'40" WEST, 532.08 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 19, DISTANT SOUTH 87°36'19" WEST, 284.00 FEET FROM THE NORTHEAST

Continued on next page

307401469

CORNER OF SAID NORTHEAST QUARTER.

7268

ALSO AN EASEMENT FOR ROAD AND UTILITY PURPOSE OVER THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, 60.00 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINATION OF THE CENTER LINE OF ROAD SURVEY NO. 527 IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, SAID POINT ALSO BEING DISTANT NORTH 85°04'21" EAST, 2534.00 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, SAID POINT BEING THE CENTER LINE OF A 60.00 FEET EASEMENT (AS MEASURED AT RIGHT ANGLES). SAID EASEMENT BEING NORTHEASTERLY AND ADJACENT TO THE SAN DIEGO AQUEDUCT AND SOUTHWESTERLY OF THAT TRIANGULAR PARCEL OF LAND DESCRIBED IN DEED TO HANSON M. GARRETT, ET UX, RECORDED MARCH 4, 1957 IN BOOK 6479, PAGE 379 OF OFFICIAL RECORDS OF SAID SAN DIEGO COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN PARCEL 2 HEREIN BEFORE DESCRIBED.

End of Legal Description

Continued on next page

Branch :S06,User :4001

Station ID :T623

RECORDING REQUESTED BY
 STEWART TITLE
 AND WHEN RECORDED MAIL TO

NAME MURRIETA MORTGAGE
 ADDRESS 41783 IVY STREET
 CITY MURRIETA, CA 92562
 STATE & ZIP

7262

TITLE ORDER NO. ESCROW NO. 84403 APN:110-280-230-9
DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY
 MODIFICATION
 MODIFY TERMS OF NOTE

This DEED OF TRUST, made JANUARY 13, 2000 between

BARBARA DIBELLA, A MARRIED WOMAN herein called TRUSTOR,
 whose address is 712 RAINBOW CREST RD., FALLBROOK, CA. 92028

ATI TITLE COMPANY, a California Corporation, herein called TRUSTEE, AND MURRIETA MORTGAGE, INC., A CALIFORNIA CORPORATION, AS TO AN UNDIVIDED 9.62% INTEREST AND GEORGE A. WALKER AND MARY B. WALKER, TRUSTEES OF THE WALKER FAMILY TRUST DATES JULY 10, 1998 AS" herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in County of SAN DIEGO, CALIFORNIA described as:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

SHOULD TRUSTOR OR HIS SUCCESSORS IN INTEREST WITHOUT THE CONSENT IN WRITING OF THE BENEFICIARY, SELL, TRANSFER OR CONVEY, OR PERMIT TO BE SOLD, TRANSFERRED OR CONVEYED, HIS INTEREST IN THE REAL PROPERTY SECURING THIS NOTE, OR ANY PART THEREOF THEN BENEFICIARY MAY, AT HIS OPTION, DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing: (1) payment of the sum of \$ 52,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extension or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions B of the certain Fictitious Deed of Trust recorded in the book of page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	884	Kings	782	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	164	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	7-2855	888	Sacramento	4331	62	Sonoma	1851	688
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	298	617	Marin	1608	329	San Bernardino	5567	81	Sutter	872	297
Contra Costa	3876	47	Mariposa	77	292	San Francisco	A-332	806	Tohama	481	289
Del Norte	76	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	586	486	Merced	1547	538	San Luis Obispo	1161	12	Tulare	2294	275
Fresno	4826	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Gates	422	184	Mono	52	429	Santa Barbara	1878	869	Ventura	2082	356
Humboldt	657	527	Monterey	2194	538	Santa Clara	5156	341	Yolo	653	245
Imperial	1091	501	Napa	836	88	Santa Cruz	1431	494	Yuba	234	488
Inyo	147	596	Nevada	305	320	Shasta	684	528			
Kern	3427	68	Orange	5289	611	San Diego Series 2 Book 1961, Page 183667					

--TO AN UNDIVIDED 80.38% INTEREST

307401469

Branch :S06,User :4001

Station ID :T623

7263

Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are preprinted on the following pages hereof and are by the within reference thereto, incorporated herein and made part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requested that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor

Barbara Dibella
BARBARA DIBELLA

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On December 28, 2006 before me, Carrie A. Allen, Notary Public, Personally appeared BARBARA DIBELLA Personally known to me (or p executed the same in his/her/their authorized 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 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 *Carrie A. Allen*

(Seal)

(THIS DEED OF TRUST IS APPROPRIATE FOR USE ONLY IN CERTAIN TRANSACTIONS. PRIOR TO THE EXECUTION OF THIS DEED OF TRUST, THE PARTIES SHOULD CONSULT THEIR ATTORNEYS WITH RESPECT TO ITS SUITABILITY FOR THEIR PURPOSE. FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST OFFICE OF _____ ALONG WITH A REQUEST FOR FULL RECONVEYANCE.

Exhibit 7
Brown Loan

MA1498-JA

NOTE MODIFICATION AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 9th DAY OF JANUARY 2009, BETWEEN MURRIETA MORTGAGE INC., A CALIFORNIA CORPORATION AS THE FIRST PARTY, JOVONNA S. JONES, AS THE SECOND PARTY.

WITNESSETH THAT:

WHEREAS, THE FIRST PARTY IS THE OWNER AND HOLDER OF A PROMISSORY NOTE SECURED BY A DEED OF TRUST RECORDED ON THE JANUARY 17, 2007, AS INSTRUMENT NO. 2007-0037439 IN BOOK 2007, PAGE NO. 0037439 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

WHEREAS, THE SECOND PARTY IS THE OWNER OF THE REAL ESTATE PROPERTY DESCRIBED IN SAID DEED OF TRUST SUBJECT TO THE LIEN THEREOF, AND

WHEREAS, THE PARTIES HERETO DESIRE TO CHANGE AND MODIFY THE TERMS OF SAID PROMISSORY NOTE.

NOW, THERETOFORE, IN CONSIDERATION OF THE PROMISSES AND COVENANTS HEREIN CONTAINED IS MUTUALLY AGREED AS FOLLOWS:

1. THE UNPAID PRINCIPAL DUE UPON SAID PROMISSORY NOTE IS THE SUM OF NINETY-SIX THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 41/100 (\$96,854.41) DOLLARS WITH PRINCIPAL AND INTEREST THEREON AT THE RATE OF 8% PER ANNUM FROM JANUARY 1, 2009.
2. THE BALANCE DUE UPON SAID PROMISSORY NOTE AS AFORESAID SHALL BE PAID IN THE FOLLOWING MANNER AND THE TERMS OF THE ORIGINAL PROMISSORY NOTE CHANGED AND MODIFIED AS FOLLOWS, TO WIT: EFFECTIVE MARCH 1, 2009 THE MONTHLY PAYMENT WILL BE EIGHT HUNDRED TEN AND 13/100, (\$810.13) DOLLARS.
3. THE UNPAID BALANCE PLUS ACCURED INTEREST THEN DUE, THEREON, SHALL BE FULLY DUE AND PAYABLE ON FEBRUARY 1, 2019, (10 years).
4. THAT SECOND PARTY AGREES TO PAY SAID PROMISSORY NOTE ACCORDING TO THE TERMS THEREOF AS HEREIN CHANGED AND MODIFIED AND AGREES TO PERFORM ALL OF THE ACTS TO BE PERFORMED BY THE TRUSTOR UNDER THE TERMS OF SAID DEED OF TRUST.

Each payment shall be credited first to interest then due, and the remainder applied to principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due, the whole sum of principal and accrued interest shall become immediately due, without notice, at the option of the holder of this note. Interest after maturity will accrue at the rate indicated above. Principal and interest are payable in lawful money of the United States. Each maker will be jointly and severally liable and consents to the acceptance for this note, and waives presentment, demand and protest and the right to asset any statute of limitations. If any action be instituted on this note, the undersigned promise (s) to pay such sum as the Court may fix as attorney's fees.

BALLOON PAYMENT

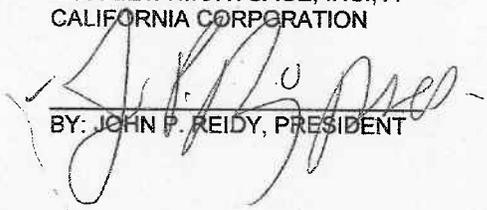
This note is subject to section 2966 of the Civil Code, which provides that the holder of this note shall be given written notice to the Trustor, or his successor in interest of his prescribed information at least 90 and not more than 150 days before any balloon payment is due.

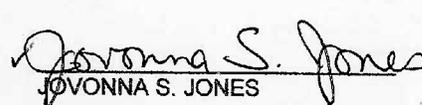
IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

FIRST PARTY,

SECOND PARTY,

MURRIETA MORTGAGE, INC., A
CALIFORNIA CORPORATION

BY:  JOHN P. REIDY, PRESIDENT


JOVONNA S. JONES

Page 1 of 3
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO

NAME MURRIETA MORTGAGE
 ADDRESS 41763 IVY ST.
 CITY, STATE & ZIP Murrieta, Ca. 92562

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
2			3		1				5
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 604

TITLE ORDER NO. ESCROW MA1498-J APN NO. 571-490-003-1

C
605

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 10th day of JANUARY 2007, between JOVONNA S. JONES, a married woman as her sole and separate property, herein called Trustor, whose address is 33910 EL CENTRO AVE., HEMET, CA 92545. Stewart Title of California, Inc., herein called Trustee, and MURRIETA MORTGAGE, INC., a California Corporation herein called Beneficiary,

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE,** that property in County of Riverside, State of California, described as:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey, or permit to be sold, transferred or conveyed, his interest in the real property securing this note, or any part thereof, then the beneficiary may, at his option declare all sums secured hereby immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$100,000.00** executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE
IMPERIAL	9/10/68	1267	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/98	7090	14	SANTA BARBARA	9/6/68
	2244	922											
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429	LOS ANGELES	8/28/68
	T5910	842											
RIVERSIDE	9/10/68	ACCOUNT = 87097 YEAR 1968		SAN DIEGO	9/10/68	SERIES 9 BOOK 1968 PAGE 155820							

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Jovonna S. Jones 1-12-07
 JOVONNA S. JONES

Exhibit "A"

Parcel 1

That portion of Parcel No. 15 of Parcel Map No. 6479, County of Riverside, State of California, as per Map recorded in Book 24, Pages 89 to 92, inclusive of Parcel Maps, Records of Riverside County, California, described as follows;

Beginning at the Southwesterly terminus of that certain course in the Southeasterly line of said Parcel No. 15, as shown on said Map as having a Bearing Length of North 47° 26' 02", East 1,215.45 feet; Thence along said Southeasterly line North 47° 26' 02" East 348.00 feet; Thence North 35° 55' 07" West, 365.00 feet to a point hereinafter referred to as point "A"; thence South 26° 25' 08", West 687.45 feet to a point in the Northerly line of Alexander Drive 60.00 feet wide as shown on said Maps; thence South 2° 47' 25" East 30.00 feet to the center line of said Alexander drive and the Southerly line of said Parcel No. 15; thence Easterly along said center line to the most Southerly corner of said Parcel No. 15; thence North 0° 54' 25" East 30.00 feet to the point of beginning.

Reserving therefrom as easement for road and utility purposes over the Northerly 15.00 feet of the above described Parcel 1.

Parcel 2

A Non-Exclusive Easement for road an utility purposes over a strip of land Uniform width of 30.00 feet and the corner line of which is described as follows;

Beginning at Point "A" aforementioned in Parcel 1 above described; Thence North 61° 55' 37" East 793.79 feet to the Southerly line of Sage Road as show on said Map.



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of RIVERSIDE)

On JAN. 12, 2007 before me, CARRIE A. ALLEN, Notary Public
(here insert name and title of the officer)

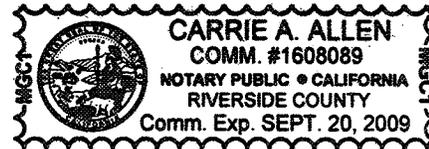
personally appeared Jovonna S. Jones

~~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.

Carrie A. Allen

Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT
DEED OF TRUST
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 1/10/07
Loan No. MA 1498-J
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title) _____

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____



**PROMISSORY NOTE
(STRAIGHT NOTE)**

JANUARY 10, 2007

\$100,000.00

MA1498-J

On or before JANUARY 10, 2009 and for value received, I promise to pay, MURRIETA MORTGAGE, INC., A CALIFORNIA CORPORATION, or order, at place designated by holder the sum of ONE HUNDRED THOUSAND DOLLARS and 00/00 (\$100,000.00) with interest on the unpaid sum, at the rate of TWELVE percent (12 %) per diem; interest only payable in monthly installments of ONE THOUSAND DOLLARS and 00/00 (\$1,000.00) or more, on the same day of each and every month, beginning MARCH 1, 2007, and continuing until JANUARY 10, 2009, at which time the unpaid principal and accrued interest shall be due and payable.

With respect to any payment 10 days past the due date, in addition to such payment, a late charge of 10% of the delinquent payment will be due.

Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey, or permit to be sold, transferred or conveyed his interest on the real property securing this note, or any part thereof, then the Beneficiary may, at this option declare all sums secured hereby immediately due and payable.

Should default be made in payment of any installment of interest when due, the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Should suit be commenced or any attorney employed to enforce the payment of this note, I agree to pay such additional sums, as the court may adjudge reasonable as attorney's fees in said suit. Principal and interest payable in lawful money of the United States.

This note is subject to section 2966 of the Civil Code, which provides that the holder of this note shall be given written notice to the Trustor, or his successor in interest of his prescribed information at least 90 and not more than 150 days before any balloon payment is due.


JOVONNA S. JONES 1-12-07

Exhibit 8
Mason Loan

Page 1 of 2
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO

NAME MURRIETA MORTGAGE
 ADDRESS 41763 IVY ST.
 CITY, STATE & ZIP Murrieta, Ca. 92562



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
✓	2		2		1				
					4				ⓧ
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

TITLE ORDER NO. ESCROW MA1434-M APN NO. 956-060-007-9

23 **C**
DG

**SHORT FORM DEED OF TRUST AND
 ASSIGNMENT OF RENTS**

This Deed of Trust, made this 18th day of JULY 2005, between RALPH P. MASON AND LINDA K. MASON, husband and wife as joint tenants, herein called Trustor, whose address is 36995 MASON AVE., MURRIETA, CA 92563. Stewart Title of California, Inc., herein called Trustee, and MURRIETA MORTGAGE, INC., a California Corporation herein called Beneficiary,

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in County of Riverside, State of California, described as:

LOT 20 OF TRACT NO. 4447, AS SHOWN BY MAP ON FILE IN BOOK 78 PAGES 59 AND 60 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey, or permit to be sold, transferred or conveyed, his interest in the real property securing this note, or any part thereof, then the beneficiary may, at his option declare all sums secured hereby immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$52,900.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE
IMPERIAL	9/10/68	1267	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/98	7090	14	SANTA BARBARA	9/6/68
	2244	922											
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429	LOS ANGELES	8/28/68
	T5910	842											
RIVERSIDE	9/10/68			ACCOUNT = 87097 YEAR 1968				SAN DIEGO	9/10/68	SERIES 9 BOOK 1968 PAGE 155820			

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Ralph P. Mason
 RALPH P. MASON

Linda K. Mason
 LINDA K. MASON

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of RIVERSIDE)

On FEB. 2, 2006 before me, CARRIE A. ALLEN, Notary Public
(here insert name and title of the officer)

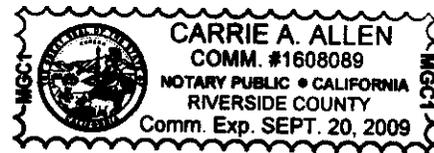
personally appeared Ralph P. MASON and LINDA K. MASON

~~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.

Carrie A. Allen

Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Short Form DEED of TRUST
(Title or description of attached document)

and Assignment of RENTS
(Title or description of attached document continued)

Number of Pages 1 Document Date 7/18/05

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



**PROMISSORY NOTE
(INTEREST INCLUDED)**

MA1463-M

APRIL 3, 2006

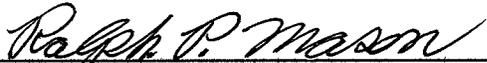
\$238,000.00

On or before MAY 1, 2036 and for value received, I promise to pay, MURRIETA MORTGAGE, INC., A CALIFORNIA CORPORATION, or order, at place designated by holder the sum TWO HUNDRED THIRTY-EIGHT THOUSAND DOLLARS and 00/00 (\$238,000.00) with interest on the unpaid sum, at the rate of SIX percent (6 %) per annum; principal and interest payable in monthly installments of ONE THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS and 93/00 (\$1,426.93) or more, beginning on the 1, of JUNE 2006 and continuing until the 1st day of MAY, 2036.

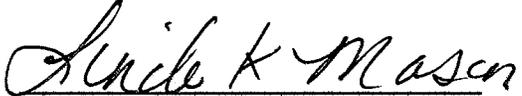
With respect to any payment 10 days past the due date, in addition to such payment, a late charge of 10% of the delinquent payment will be due.

Each payment shall be credited first to interest then due, and the remainder applied to principal; and interest shall thereupon crease upon the principal so credited. Should default be made in payment of any installment when due, the whole sum of principal and accrued interest shall become immediately due, without notice, at the option of the holder of this note. Interest after maturity will accrue at the rate indicated above. Principal and interest are payable in lawful money of the United States. Each maker will be jointly and severally liable and consents to the acceptance for this note, and waives presentment, demand and protest and the right to asset any statute of limitations. If any action be instituted on this note, the undersigned promise (s) to pay such sum as the Court may fix as attorney's fees.

Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey, or permit to be sold, transferred or conveyed his interest on the real property securing this note, or any part thereof, then the Beneficiary may, at this option declare all sums secured hereby immediately due and payable.



RALPH P. MASON



LINDA K. MASON

STEWART TITLE - Riverside
 AND WHEN RECORDED MAIL TO

Page 1 of 2
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

NAME MURRIETA MORTGAGE
 ADDRESS 41763 IVY ST.
 CITY, STATE & ZIP Murrieta, Ca. 92562



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
✓	2	2			1				
									T ✓
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

TITLE ORDER NO. ESCROW MA1463-M APN NO. 956-060-007-8

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 3rd day of APRIL 2006, between RALPH P. MASON AND LINDA K. MASON, husband and wife as joint tenants, herein called Trustor, whose address is 26295 MASON AVE., MURRIETA, CA 92562. Stewart Title of California, Inc., herein called Trustee, and MURRIETA MORTGAGE, INC., a California Corporation herein called Beneficiary,



Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in County of Riverside, State of California, described as:

LOT 20 OF TRACT NO. 4447, AS SHOWN BY MAP ON FILE IN BOOK 78 PAGES 59 AND 60 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey, or permit to be sold, transferred or conveyed, his interest in the real property securing this note, or any part thereof, then the beneficiary may, at his option declare all sums secured hereby immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$238,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE
IMPERIAL	9/10/68	1267	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/98	7090	14	SANTA BARBARA	9/6/68
	2244	922											
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429	LOS ANGELES	8/28/68
	T5910	842											
RIVERSIDE	9/10/68	ACCOUNT = 87097 YEAR 1968		SAN DIEGO	9/10/68	SERIES 9 BOOK 1968 PAGE 155820							

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Ralph P. Mason
 RALPH P. MASON

Linda K. Mason
 LINDA K. MASON

507-402651

19-

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of RIVERSIDE)

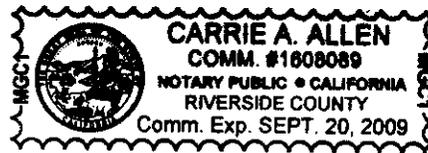
On April 6, 2006 before me, CARRIE A. ALLEN, Notary Public
(here insert name and title of the officer)

personally appeared RALPH P. MASON and LINDA K. MASON

~~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.

Carrie A. Allen
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

DEED OF TRUST

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◆ Indicate title or type of attached document, number of pages and date.
 - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

AND WHEN RECORDED MAIL TO

NAME MURRIETA MORTGAGE
 ADDRESS 41763 IVY ST.
 CITY, STATE & ZIP Murrieta, Ca. 92562

Page 1 of 2
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
✓	2		2		1				
					4				JB
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

TITLE ORDER NO.

ESCROW MA1475-M2

APN NO. 956-060-007-9



23

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 13th day of JULY 2006, between **RALPH P. MASON AND LINDA K. MASON**, husband and wife as joint tenants, herein called Trustor, whose address is 36995 MASON AVE., MURRIETA, CA 92563. Stewart Title of California, Inc., herein called Trustee, and **MURRIETA MORTGAGE, INC.**, a California Corporation herein called Beneficiary,

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in County of Riverside, State of California, described as:

LOT 20 OF TRACT NO. 4447, AS SHOWN BY MAP ON FILE IN BOOK 78 PAGES 59 AND 60 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

Should the Trustor or his successors in interest, without the consent in writing of the Beneficiary, sell, transfer or convey, or permit to be sold, transferred or conveyed, his interest in the real property securing this note, or any part thereof, then the beneficiary may, at his option declare all sums secured hereby immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$50,000.00** executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE
IMPERIAL	9/10/68	1267	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/98	7090	14	SANTA BARBARA	9/6/68
	2244	922											
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429	LOS ANGELES	8/28/68
	T5910	842											
RIVERSIDE	9/10/68	ACCOUNT = 87097 YEAR 1968						SAN DIEGO	9/10/68	SERIES 9 BOOK 1968 PAGE 155820			

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Ralph P. Mason
 RALPH P. MASON

Linda K. Mason
 LINDA K. MASON

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of RIVERSIDE)

On July 13, 2006 before me, CARRIE A. ALLEN, Notary Public
(here insert name and title of the officer)

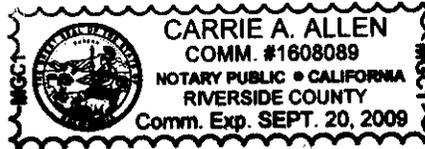
personally appeared Ralph P. Mason and Linda K. Mason

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.

Carrie A. Allen

Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

TRUST DEED

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 7/13/06

App. 954-060-007-9

Loan No. MA 1475-MZ
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



Exhibit 9
Borrower Correspondence
Dated 8/2/12



Please respond to:
Irvine

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Pemberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

Of Counsel to the Firm
A. Lavar Taylor
Donald R. Kurtz
Gregory J. Anderson

August 2, 2012

Ralph Mason
36995 Mason Avenue
Murrieta, CA 92562

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Mr. Mason:

Our firm is proposed counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") of the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As you may be aware, the Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on May 31, 2012 ("Petition Date"). Attached for your convenience is a copy of the Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines, which includes references to the Petition Date and the appointment of the Trustee.

Pursuant to Section 704 of the Bankruptcy Code, the Trustee has a fiduciary duty to collect and reduce assets of the Estate in order to equitably distribute those assets to all creditors. In addition, pursuant to Section 542 of the Bankruptcy Code, the Trustee is able to recover assets of the Estate held by third parties.

In this case, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust. The Debtor has provided the Trustee with detailed information regarding these deeds of trust, including copies of the promissory note you entered into with the Debtor, any modification of that promissory note and the recorded deed of trust.

Please send your monthly payments directly to the Trustee. Please make the check payable to "Helen R. Frazer, Chapter 7 Trustee" and in the memo line, reference your property address, the case name and case number (e.g. In re Murrieta Mortgage, Inc., Case No. 6:12-bk-23463-SC). Please send your payment to the following address:

Helen R. Frazer, Chapter 7 Trustee
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

Ralph Mason
August 2, 2012
Page 2

Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP



Rika M. Kido

RMK/amv

Encl.

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Letter 001.docx
4539-000/35

B9B (Official Form 9B) (Chapter 7 Corporation/Partnership No Asset Case) (12/11)

UNITED STATES BANKRUPTCY COURT		Central District Of California	
Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines			
A Chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on May 31, 2012.			
You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819.			
NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.			
See Reverse Side For Important Explanations			
Debtor(s) (name(s) and address): Murrieta Mortgage, Inc. 41763 Ivy Street Murrieta, CA 92562		Case Number: 6:12-bk-23463-SC	
All other names used by the Debtor(s) in the last 8 years (include trade names): Debtor: Joint Debtor:		Last four digits of Social Security or Individual Taxpayer-ID (ITIN) No(s)/Complete EIN: Dbt EIN/Tax I.D.: 33-0931918	
Attorney for Debtor(s) (name and address): Marc A Duxbury 1901 Camino Vida Roble Ste 114 Carlsbad, CA 92008 Telephone number: 760-438 5291		Bankruptcy Trustee (name and address): Helen R. Frazer (TR) Atkinson, Andelson, Loya, Ruud & R 12800 Center Court Drive, Suite 300 Cerritos, CA 90703 Telephone number: (562) 653-3200	
Meeting of Creditors:			
Date: July 3, 2012		Time: 01:00 PM	
Location: 3420 Twelfth St., Room 100B, Riverside, CA 92501			
Creditors May Not Take Certain Actions:			
In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.			
Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.			
Creditor with a Foreign Address			
A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.			
Address of the Bankruptcy Clerk's Office: 3420 Twelfth Street, Riverside, CA 92501-3819 Telephone number: 951-774-1000		For the Court:	
Hours Open: 9:00 AM - 4:00 PM		Clerk of the Bankruptcy Court: Kathleen J. Campbell	
(Form rev. 12/11:341-B9B)		Date: June 4, 2012	

EXPLANATIONS

B9B (Official Form 9B)(12/11)

Filing of Chapter 7 Bankruptcy Case	A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time, and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. <i>The trustee is designated to preside at the meeting of creditors. The case is covered by the Chapter 7 blanket bond on file with the Court.</i>
Do Not File a Proof of Claim at This Time	There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time.</i> If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819 . You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office at the address listed above.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Failure to File a Statement and/or Schedule(s)	IF THE DEBTOR HAS NOT FILED A STATEMENT AND/OR SCHEDULE(S) AND/OR OTHER REQUIRED DOCUMENTS , the debtor must do so, or obtain an extension of time to do so, within 14 days of the petition filing date. Failure to comply with this requirement, or failure to appear at the initial Section 341(a) meeting of creditors and any continuance thereof, may result in dismissal of the case, unless leave of court is first obtained. If the debtor's case has not already been dismissed, AND DEBTOR FAILS TO DO ONE OF THE FOLLOWING WITHIN 45 DAYS AFTER THE PETITION DATE, subject to the provisions of bankruptcy Code section 521(i)(4), the Court WILL dismiss the case effective on the 46th day after the petition date without further notice: (1) file all documents required by Bankruptcy Code section 521(a)(1); or (2) file and serve a motion for an order extending the time to file the documents required by this section.
Bankruptcy Fraud and Abuse	Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 3685 Main Street, Suite 300, Riverside, CA 92501.
— Refer to Other Side for Important Deadlines and Notices —	



Please respond to:
Irvine

August 2, 2012

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Pemberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

Of Counsel to the Firm
A. Lavar Taylor
Donald R. Kurtz
Gregory J. Anderson

Mark Brady Autrey
21580 Herbert Street
Perris, CA 92570

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Mr. Autrey:

Our firm is proposed counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") of the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As you may be aware, the Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on May 31, 2012 ("Petition Date"). Attached for your convenience is a copy of the Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines, which includes references to the Petition Date and the appointment of the Trustee.

Pursuant to Section 704 of the Bankruptcy Code, the Trustee has a fiduciary duty to collect and reduce assets of the Estate in order to equitably distribute those assets to all creditors. In addition, pursuant to Section 542 of the Bankruptcy Code, the Trustee is able to recover assets of the Estate held by third parties.

In this case, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust. The Debtor has provided the Trustee with detailed information regarding these deeds of trust, including copies of the promissory note you entered into with the Debtor, any modification of that promissory note and the recorded deed of trust.

Please send your monthly payments directly to the Trustee. Please make the check payable to "Helen R. Frazer, Chapter 7 Trustee" and in the memo line, reference your property address, the case name and case number (e.g. In re Murrieta Mortgage, Inc., Case No. 6:12-bk-23463-SC). Please send your payment to the following address:

Helen R. Frazer, Chapter 7 Trustee
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

Mark Brady Autrey
August 2, 2012
Page 2

Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP



Rika M. Kido

RMK/amv

Encl.

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Letter 001.docx
4539-000/35

B9B (Official Form 9B) (Chapter 7 Corporation/Partnership No Asset Case) (12/11)

UNITED STATES BANKRUPTCY COURT Central District Of California

Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A Chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on May 31, 2012.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at **U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819.**

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations

Debtor(s) (name(s) and address): Murrieta Mortgage, Inc. 41763 Ivy Street Murrieta, CA 92562	Case Number: 6:12-bk-23463-SC
---	---

All other names used by the Debtor(s) in the last 8 years (include trade names): Debtor: Joint Debtor:	Last four digits of Social Security or Individual Taxpayer-ID (ITIN) No(s)/Complete EIN: Dbt EIN/Tax I.D.: 33-0931918
--	--

Attorney for Debtor(s) (name and address): Marc A Duxbury 1901 Camino Vida Roble Ste 114 Carlsbad, CA 92008 Telephone number: 760-438-5291	Bankruptcy Trustee (name and address): Helen R. Frazer (TR) Atkinson, Andelson, Loya, Ruud & R 12800 Center Court Drive, Suite 300 Cerritos, CA 90703 Telephone number: (562) 653-3200
---	---

Meeting of Creditors:

Date: July 3, 2012	Time: 01:00 PM
Location: 3420 Twelfth St., Room 100B, Riverside, CA 92501	

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Creditor with a Foreign Address

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office: 3420 Twelfth Street, Riverside, CA 92501-3819 Telephone number: 951-774-1000	For the Court: Clerk of the Bankruptcy Court: Kathleen J. Campbell
Hours Open: 9:00 AM - 4:00 PM	Date: June 4, 2012
(Form rev. 12/11:341-B9B)	

EXPLANATIONS

B9B (Official Form 9B)(12/11)

Filing of Chapter 7 Bankruptcy Case	A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time, and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. <i>The trustee is designated to preside at the meeting of creditors. The case is covered by the Chapter 7 blanket bond on file with the Court.</i>
Do Not File a Proof of Claim at This Time	There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time.</i> If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819 . You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office at the address listed above.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Failure to File a Statement and/or Schedule(s)	IF THE DEBTOR HAS NOT FILED A STATEMENT AND/OR SCHEDULE(S) AND/OR OTHER REQUIRED DOCUMENTS , the debtor must do so, or obtain an extension of time to do so, within 14 days of the petition filing date. Failure to comply with this requirement, or failure to appear at the initial Section 341(a) meeting of creditors and any continuance thereof, may result in dismissal of the case, unless leave of court is first obtained. If the debtor's case has not already been dismissed, AND DEBTOR FAILS TO DO ONE OF THE FOLLOWING WITHIN 45 DAYS AFTER THE PETITION DATE, subject to the provisions of bankruptcy Code section 521(i)(4), the Court WILL dismiss the case effective on the 46th day after the petition date without further notice: (1) file all documents required by Bankruptcy Code section 521(a)(1); or (2) file and serve a motion for an order extending the time to file the documents required by this section.
Bankruptcy Fraud and Abuse	Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 3685 Main Street, Suite 300, Riverside, CA 92501.
— Refer to Other Side for Important Deadlines and Notices —	



Please respond to:
Irvine

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Pemberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

Of Counsel to the Firm
A. Lavar Taylor
Donald R. Kurtz
Gregory J. Anderson

August 2, 2012

Juan Botello
20405 Bryant Street
Wildomar, CA 92593

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Mr. Botello:

Our firm is proposed counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") of the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As you may be aware, the Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on May 31, 2012 ("Petition Date"). Attached for your convenience is a copy of the Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines, which includes references to the Petition Date and the appointment of the Trustee.

Pursuant to Section 704 of the Bankruptcy Code, the Trustee has a fiduciary duty to collect and reduce assets of the Estate in order to equitably distribute those assets to all creditors. In addition, pursuant to Section 542 of the Bankruptcy Code, the Trustee is able to recover assets of the Estate held by third parties.

In this case, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust. The Debtor has provided the Trustee with detailed information regarding these deeds of trust, including copies of the promissory note you entered into with the Debtor, any modification of that promissory note and the recorded deed of trust.

Please send your monthly payments directly to the Trustee. Please make the check payable to "Helen R. Frazer, Chapter 7 Trustee" and in the memo line, reference your property address, the case name and case number (e.g. In re Murrieta Mortgage, Inc., Case No. 6:12-bk-23463-SC). Please send your payment to the following address:

Helen R. Frazer, Chapter 7 Trustee
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

Juan Botello
August 2, 2012
Page 2

Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP



Rika M. Kido

RMK/amv

Encl.

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Letter 001.docx
4539-000/35

B9B (Official Form 9B) (Chapter 7 Corporation/Partnership No Asset Case) (12/11)

UNITED STATES BANKRUPTCY COURT Central District Of California

Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A Chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on May 31, 2012.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at **U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819.**

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations

Debtor(s) (name(s) and address): Murrieta Mortgage, Inc. 41763 Ivy Street Murrieta, CA 92562	Case Number: 6:12-bk-23463-SC
---	---

All other names used by the Debtor(s) in the last 8 years (include trade names): Debtor: Joint Debtor:	Last four digits of Social Security or Individual Taxpayer-ID (ITIN) No(s)/Complete EIN: Dbt EIN/Tax I.D.: 33-0931918
--	--

Attorney for Debtor(s) (name and address): Marc A Duxbury 1901 Camino Vida Roble Ste 114 Carlsbad, CA 92008 Telephone number: 760-438-5291	Bankruptcy Trustee (name and address): Helen R. Frazer (TR) Atkinson, Andelson, Loya, Ruud & R 12800 Center Court Drive, Suite 300 Cerritos, CA 90703 Telephone number: (562) 653-3200
---	---

Meeting of Creditors:

Date: July 3, 2012	Time: 01:00 PM
Location: 3420 Twelfth St., Room 100B, Riverside, CA 92501	

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Creditor with a Foreign Address

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office: 3420 Twelfth Street, Riverside, CA 92501-3819 Telephone number: 951-774-1000 Hours Open: 9:00 AM - 4:00 PM (Form rev. 12/11:341-B9B)	For the Court: Clerk of the Bankruptcy Court: Kathleen J. Campbell Date: June 4, 2012
--	---

EXPLANATIONS

B9B (Official Form 9B)(12/11)

Filing of Chapter 7 Bankruptcy Case	A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time, and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. <i>The trustee is designated to preside at the meeting of creditors. The case is covered by the Chapter 7 blanket bond on file with the Court.</i>
Do Not File a Proof of Claim at This Time	There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time.</i> If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819 . You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office at the address listed above.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Failure to File a Statement and/or Schedule(s)	IF THE DEBTOR HAS NOT FILED A STATEMENT AND/OR SCHEDULE(S) AND/OR OTHER REQUIRED DOCUMENTS , the debtor must do so, or obtain an extension of time to do so, within 14 days of the petition filing date. Failure to comply with this requirement, or failure to appear at the initial Section 341(a) meeting of creditors and any continuance thereof, may result in dismissal of the case, unless leave of court is first obtained. If the debtor's case has not already been dismissed, AND DEBTOR FAILS TO DO ONE OF THE FOLLOWING WITHIN 45 DAYS AFTER THE PETITION DATE, subject to the provisions of bankruptcy Code section 521(i)(4), the Court WILL dismiss the case effective on the 46th day after the petition date without further notice: (1) file all documents required by Bankruptcy Code section 521(a)(1); or (2) file and serve a motion for an order extending the time to file the documents required by this section.
Bankruptcy Fraud and Abuse	Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 3685 Main Street, Suite 300, Riverside, CA 92501.
— Refer to Other Side for Important Deadlines and Notices —	



Please respond to:
Irvine

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Pemberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

Of Counsel to the Firm
A. Lavar Taylor
Donald R. Kurtz
Gregory J. Anderson

August 2, 2012

Shari Brown
32920 Celeste Street
Wildomar, CA 92595

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Ms. Brown:

Our firm is proposed counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") of the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As you may be aware, the Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on May 31, 2012 ("Petition Date"). Attached for your convenience is a copy of the Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines, which includes references to the Petition Date and the appointment of the Trustee.

Pursuant to Section 704 of the Bankruptcy Code, the Trustee has a fiduciary duty to collect and reduce assets of the Estate in order to equitably distribute those assets to all creditors. In addition, pursuant to Section 542 of the Bankruptcy Code, the Trustee is able to recover assets of the Estate held by third parties.

In this case, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust. The Debtor has provided the Trustee with detailed information regarding these deeds of trust, including copies of the promissory note you entered into with the Debtor, any modification of that promissory note and the recorded deed of trust.

Please send your monthly payments directly to the Trustee. Please make the check payable to "Helen R. Frazer, Chapter 7 Trustee" and in the memo line, reference your property address, the case name and case number (e.g. In re Murrieta Mortgage, Inc., Case No. 6:12-bk-23463-SC). Please send your payment to the following address:

Helen R. Frazer, Chapter 7 Trustee
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

Shari Brown
August 2, 2012
Page 2

Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP



Rika M. Kido

RMK/amv

Encl.

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Letter 001.docx
4539-000/35

B9B (Official Form 9B) (Chapter 7 Corporation/Partnership No Asset Case) (12/11)

UNITED STATES BANKRUPTCY COURT Central District Of California

Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A Chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on May 31, 2012.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at **U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819.**

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations

Debtor(s) (name(s) and address): Murrieta Mortgage, Inc. 41763 Ivy Street Murrieta, CA 92562	Case Number: 6:12-bk-23463-SC
---	---

All other names used by the Debtor(s) in the last 8 years (include trade names): Debtor: Joint Debtor:	Last four digits of Social Security or Individual Taxpayer-ID (ITIN) No(s)/Complete EIN: Dbt EIN/Tax I.D.: 33-0931918
--	--

Attorney for Debtor(s) (name and address): Marc A Duxbury 1901 Camino Vida Roble Ste 114 Carlsbad, CA 92008 Telephone number: 760-438-5291	Bankruptcy Trustee (name and address): Helen R. Frazer (TR) Atkinson, Andelson, Loya, Ruud & R 12800 Center Court Drive, Suite 300 Cerritos, CA 90703 Telephone number: (562) 653-3200
---	---

Meeting of Creditors:

Date: **July 3, 2012** Time: **01:00 PM**
 Location: **3420 Twelfth St., Room 100B, Riverside, CA 92501**

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Creditor with a Foreign Address

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office: 3420 Twelfth Street, Riverside, CA 92501-3819 Telephone number: 951-774-1000	For the Court: Clerk of the Bankruptcy Court: Kathleen J. Campbell
---	---

Hours Open: 9:00 AM - 4:00 PM	Date: June 4, 2012
-------------------------------	--------------------

(Form rev. 12/11:341-B9B)

EXPLANATIONS

B9B (Official Form 9B)(12/11)

Filing of Chapter 7 Bankruptcy Case	A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time, and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. <i>The trustee is designated to preside at the meeting of creditors. The case is covered by the Chapter 7 blanket bond on file with the Court.</i>
Do Not File a Proof of Claim at This Time	There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time.</i> If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819 . You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office at the address listed above.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Failure to File a Statement and/or Schedule(s)	IF THE DEBTOR HAS NOT FILED A STATEMENT AND/OR SCHEDULE(S) AND/OR OTHER REQUIRED DOCUMENTS , the debtor must do so, or obtain an extension of time to do so, within 14 days of the petition filing date. Failure to comply with this requirement, or failure to appear at the initial Section 341(a) meeting of creditors and any continuance thereof, may result in dismissal of the case, unless leave of court is first obtained. If the debtor's case has not already been dismissed, AND DEBTOR FAILS TO DO ONE OF THE FOLLOWING WITHIN 45 DAYS AFTER THE PETITION DATE , subject to the provisions of bankruptcy Code section 521(i)(4), the Court WILL dismiss the case effective on the 46th day after the petition date without further notice: (1) file all documents required by Bankruptcy Code section 521(a)(1); or (2) file and serve a motion for an order extending the time to file the documents required by this section.
Bankruptcy Fraud and Abuse	Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 3685 Main Street, Suite 300, Riverside, CA 92501.
--- Refer to Other Side for Important Deadlines and Notices ---	



Please respond to:
Irvine

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Pemberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

Of Counsel to the Firm
A. Lavar Taylor
Donald R. Kurtz
Gregory J. Anderson

August 2, 2012

Louis Dibella
718 Rainbow Crest Road
Fallbrook, CA 92028

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Mr. Dibella:

Our firm is proposed counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") of the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As you may be aware, the Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on May 31, 2012 ("Petition Date"). Attached for your convenience is a copy of the Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines, which includes references to the Petition Date and the appointment of the Trustee.

Pursuant to Section 704 of the Bankruptcy Code, the Trustee has a fiduciary duty to collect and reduce assets of the Estate in order to equitably distribute those assets to all creditors. In addition, pursuant to Section 542 of the Bankruptcy Code, the Trustee is able to recover assets of the Estate held by third parties.

In this case, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust. The Debtor has provided the Trustee with detailed information regarding these deeds of trust, including copies of the promissory note you entered into with the Debtor, any modification of that promissory note and the recorded deed of trust.

Please send your monthly payments directly to the Trustee. Please make the check payable to "Helen R. Frazer, Chapter 7 Trustee" and in the memo line, reference your property address, the case name and case number (e.g. In re Murrieta Mortgage, Inc., Case No. 6:12-bk-23463-SC). Please send your payment to the following address:

Helen R. Frazer, Chapter 7 Trustee
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

Louis Dibella
August 2, 2012
Page 2

Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP



Rika M. Kido

RMK/amv

Encl.

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Letter 001.docx
4539-000/35

B9B (Official Form 9B) (Chapter 7 Corporation/Partnership No Asset Case) (12/11)

UNITED STATES BANKRUPTCY COURT Central District Of California	
Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines	
A Chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on May 31, 2012.	
You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819.	
NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.	
See Reverse Side For Important Explanations	
Debtor(s) (name(s) and address): Murrieta Mortgage, Inc. 41763 Ivy Street Murrieta, CA 92562	Case Number: 6:12-bk-23463-SC
All other names used by the Debtor(s) in the last 8 years (include trade names): Debtor: Joint Debtor:	Last four digits of Social Security or Individual Taxpayer-ID (ITIN) No(s)/Complete EIN: Dbt EIN/Tax I.D.: 33-0931918
Attorney for Debtor(s) (name and address): Marc A Duxbury 1901 Camino Vida Roble Ste 114 Carlsbad, CA 92008 Telephone number: 760-438-5291	Bankruptcy Trustee (name and address): Helen R. Frazer (TR) Atkinson, Andelson, Loya, Ruud & R 12800 Center Court Drive, Suite 300 Cerritos, CA 90703 Telephone number: (562) 653-3200
Meeting of Creditors:	
Date: July 3, 2012	Time: 01:00 PM
Location: 3420 Twelfth St., Room 100B, Riverside, CA 92501	
Creditors May Not Take Certain Actions:	
In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.	
Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.	
Creditor with a Foreign Address	
A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.	
Address of the Bankruptcy Clerk's Office: 3420 Twelfth Street, Riverside, CA 92501-3819 Telephone number: 951-774-1000	For the Court: Clerk of the Bankruptcy Court: Kathleen J. Campbell
Hours Open: 9:00 AM - 4:00 PM	Date: June 4, 2012
(Form rev. 12/11:341-B9B)	

EXPLANATIONS

B9B (Official Form 9B)(12/11)

Filing of Chapter 7 Bankruptcy Case	A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time, and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. <i>The trustee is designated to preside at the meeting of creditors. The case is covered by the Chapter 7 blanket bond on file with the Court.</i>
Do Not File a Proof of Claim at This Time	There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time.</i> If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819 . You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office at the address listed above.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Failure to File a Statement and/or Schedule(s)	IF THE DEBTOR HAS NOT FILED A STATEMENT AND/OR SCHEDULE(S) AND/OR OTHER REQUIRED DOCUMENTS , the debtor must do so, or obtain an extension of time to do so, within 14 days of the petition filing date. Failure to comply with this requirement, or failure to appear at the initial Section 341(a) meeting of creditors and any continuance thereof, may result in dismissal of the case, unless leave of court is first obtained. If the debtor's case has not already been dismissed, AND DEBTOR FAILS TO DO ONE OF THE FOLLOWING WITHIN 45 DAYS AFTER THE PETITION DATE, subject to the provisions of bankruptcy Code section 521(i)(4), the Court WILL dismiss the case effective on the 46th day after the petition date without further notice: (1) file all documents required by Bankruptcy Code section 521(a)(1); or (2) file and serve a motion for an order extending the time to file the documents required by this section.
Bankruptcy Fraud and Abuse	Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 3685 Main Street, Suite 300, Riverside, CA 92501.
— Refer to Other Side for Important Deadlines and Notices —	



Please respond to:
Irvine

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Pemberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

Of Counsel to the Firm
A. Lavar Taylor
Donald R. Kurtz
Gregory J. Anderson

August 2, 2012

Jovonna Jones
42470 Alexander Drive
Hemet, CA 92544

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Ms. Jones:

Our firm is proposed counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") of the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As you may be aware, the Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on May 31, 2012 ("Petition Date"). Attached for your convenience is a copy of the Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines, which includes references to the Petition Date and the appointment of the Trustee.

Pursuant to Section 704 of the Bankruptcy Code, the Trustee has a fiduciary duty to collect and reduce assets of the Estate in order to equitably distribute those assets to all creditors. In addition, pursuant to Section 542 of the Bankruptcy Code, the Trustee is able to recover assets of the Estate held by third parties.

In this case, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust. The Debtor has provided the Trustee with detailed information regarding these deeds of trust, including copies of the promissory note you entered into with the Debtor, any modification of that promissory note and the recorded deed of trust.

Please send your monthly payments directly to the Trustee. Please make the check payable to "Helen R. Frazer, Chapter 7 Trustee" and in the memo line, reference your property address, the case name and case number (e.g. In re Murrieta Mortgage, Inc., Case No. 6:12-bk-23463-SC). Please send your payment to the following address:

Helen R. Frazer, Chapter 7 Trustee
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

Jovonna Jones
August 2, 2012
Page 2

Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP



Rika M. Kido

RMK/amv

Encl.

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Letter 001.docx
4539-000/35

B9B (Official Form 9B) (Chapter 7 Corporation/Partnership No Asset Case) (12/11)

UNITED STATES BANKRUPTCY COURT Central District Of California

Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A Chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on May 31, 2012.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at **U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819.**

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations

Debtor(s) (name(s) and address):
Murrieta Mortgage, Inc.
41763 Ivy Street
Murrieta, CA 92562

Case Number:
6:12-bk-23463-SC

All other names used by the Debtor(s) in the last 8 years (include trade names):
Debtor:
Joint Debtor:

Last four digits of Social Security or Individual Taxpayer-ID (ITIN) No(s)/Complete EIN:
Dbt EIN/Tax I.D.: 33-0931918

Attorney for Debtor(s) (name and address):
Marc A Duxbury
1901 Camino Vida Roble
Ste 114
Carlsbad, CA 92008
Telephone number: 760-438-5291

Bankruptcy Trustee (name and address):
Helen R. Frazer (TR)
Atkinson, Andelson, Loya, Ruud & R
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Telephone number: (562) 653-3200

Meeting of Creditors:

Date: **July 3, 2012**
Location: **3420 Twelfth St., Room 100B, Riverside, CA 92501**

Time: **01:00 PM**

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Creditor with a Foreign Address

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office:
3420 Twelfth Street,
Riverside, CA 92501-3819
Telephone number: 951-774-1000

For the Court:

Clerk of the Bankruptcy Court:
Kathleen J. Campbell

Hours Open: 9:00 AM - 4:00 PM

Date: June 4, 2012

(Form rev. 12/11:341-B9B)

EXPLANATIONS

B9B (Official Form 9B)(12/11)

Filing of Chapter 7 Bankruptcy Case	A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time, and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. <i>The trustee is designated to preside at the meeting of creditors. The case is covered by the Chapter 7 blanket bond on file with the Court.</i>
Do Not File a Proof of Claim at This Time	There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time.</i> If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the U. S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501-3819 . You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office at the address listed above.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Failure to File a Statement and/or Schedule(s)	IF THE DEBTOR HAS NOT FILED A STATEMENT AND/OR SCHEDULE(S) AND/OR OTHER REQUIRED DOCUMENTS , the debtor must do so, or obtain an extension of time to do so, within 14 days of the petition filing date. Failure to comply with this requirement, or failure to appear at the initial Section 341(a) meeting of creditors and any continuance thereof, may result in dismissal of the case, unless leave of court is first obtained. If the debtor's case has not already been dismissed, AND DEBTOR FAILS TO DO ONE OF THE FOLLOWING WITHIN 45 DAYS AFTER THE PETITION DATE, subject to the provisions of bankruptcy Code section 521(i)(4), the Court WILL dismiss the case effective on the 46th day after the petition date without further notice: (1) file all documents required by Bankruptcy Code section 521(a)(1); or (2) file and serve a motion for an order extending the time to file the documents required by this section.
Bankruptcy Fraud and Abuse	Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 3685 Main Street, Suite 300, Riverside, CA 92501.
--- Refer to Other Side for Important Deadlines and Notices ---	

Exhibit 10
Borrower Correspondence
Dated 10/24/12



Please respond to:
Irvine

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Pemberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

Of Counsel to the Firm
A. Lavar Taylor
Donald R. Kurtz
Gregory J. Anderson

October 24, 2012

Ralph Mason
36995 Mason Avenue
Murrieta, CA 92562

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Mr. Mason:

As you are aware, our firm is counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As we noted in our previous letter, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust.

The Debtor has provided the Trustee with information regarding these deeds of trust. However, the information regarding these deeds of trust is incomplete. We have requested additional information from the Debtor, but also request that you provide us with any documentation you have regarding the promissory note you entered into with the Debtor. Specifically, please provide us with a copy of the promissory note you entered into with the Debtor, any modification of that promissory note and/or the terms of that promissory note, the recorded deed of trust, and evidence of all payments made to the Debtor from the inception of the promissory note to the present date (i.e. check numbers, date and amount paid).

Please forward the requested documents to our Irvine office on or before **Wednesday, November 7, 2012**. Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP

A handwritten signature in blue ink, appearing to read "Rika M. Kido", is written over the printed name.

Rika M. Kido

RMK/amv

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Ltr 002.docx
4539-000/34



Please respond to:
Irvine

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Pemberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

Of Counsel to the Firm
A. Lavar Taylor
Donald R. Kurtz
Gregory J. Anderson

October 24, 2012

Mark Brady Autrey
21580 Herbert Street
Perris, CA 92570

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Mr. Autrey:

As you are aware, our firm is counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As we noted in our previous letter, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust.

The Debtor has provided the Trustee with information regarding these deeds of trust. However, the information regarding these deeds of trust is incomplete. We have requested additional information from the Debtor, but also request that you provide us with any documentation you have regarding the promissory note you entered into with the Debtor. Specifically, please provide us with a copy of the promissory note you entered into with the Debtor, any modification of that promissory note and/or the terms of that promissory note, the recorded deed of trust, and evidence of all payments made to the Debtor from the inception of the promissory note to the present date (i.e. check numbers, date and amount paid).

Please forward the requested documents to our Irvine office on or before **Wednesday, November 7, 2012**. Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP

A handwritten signature in blue ink, appearing to read "Rika M. Kido", is written over the printed name.

Rika M. Kido

RMK/amv

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Ltr 002.docx
4539-000/34



Please respond to:
Irvine

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Pemberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

October 24, 2012

Juan Botello
20405 Bryant Street
Wildomar, CA 92593

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Mr. Botello:

As you are aware, our firm is counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As we noted in our previous letter, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust.

The Debtor has provided the Trustee with information regarding these deeds of trust. However, the information regarding these deeds of trust is incomplete. We have requested additional information from the Debtor, but also request that you provide us with any documentation you have regarding the promissory note you entered into with the Debtor. Specifically, please provide us with a copy of the promissory note you entered into with the Debtor, any modification of that promissory note and/or the terms of that promissory note, the recorded deed of trust, and evidence of all payments made to the Debtor from the inception of the promissory note to the present date (i.e. check numbers, date and amount paid).

Please forward the requested documents to our Irvine office on or before **Wednesday, November 7, 2012**. Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP

A handwritten signature in blue ink, appearing to read "Rika M. Kido".

Rika M. Kido

RMK/amv

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Ltr 002.docx
4539-000/34



Please respond to:
Irvine

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Pemberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

October 24, 2012

Shari Brown
32920 Celeste Street
Wildomar, CA 92595

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Mr. Brown:

As you are aware, our firm is counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As we noted in our previous letter, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust.

The Debtor has provided the Trustee with information regarding these deeds of trust. However, the information regarding these deeds of trust is incomplete. We have requested additional information from the Debtor, but also request that you provide us with any documentation you have regarding the promissory note you entered into with the Debtor. Specifically, please provide us with a copy of the promissory note you entered into with the Debtor, any modification of that promissory note and/or the terms of that promissory note, the recorded deed of trust, and evidence of all payments made to the Debtor from the inception of the promissory note to the present date (i.e. check numbers, date and amount paid).

Please forward the requested documents to our Irvine office on or before **Wednesday, November 7, 2012**. Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP

A handwritten signature in blue ink, appearing to read "Rika M. Kido", is written over the printed name.

Rika M. Kido

RMK/amv

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Ltr 002.docx
4539-000/34



Please respond to:
Irvine

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Peimberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

October 24, 2012

Louis Dibella
718 Rainbow Crest Road
Fallbrook, CA 92028

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Mr. Dibella:

As you are aware, our firm is counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As we noted in our previous letter, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust.

The Debtor has provided the Trustee with information regarding these deeds of trust. However, the information regarding these deeds of trust is incomplete. We have requested additional information from the Debtor, but also request that you provide us with any documentation you have regarding the promissory note you entered into with the Debtor. Specifically, please provide us with a copy of the promissory note you entered into with the Debtor, any modification of that promissory note and/or the terms of that promissory note, the recorded deed of trust, and evidence of all payments made to the Debtor from the inception of the promissory note to the present date (i.e. check numbers, date and amount paid).

Please forward the requested documents to our Irvine office on or before **Wednesday, November 7, 2012**. Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP

A handwritten signature in blue ink, appearing to read "Rika M. Kido", is written over the printed name.

Rika M. Kido

RMK/amv

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Ltr 002.docx
4539-000/34



Please respond to:
Irvine

James C. Bastian, Jr.
Mark Bradshaw
Lynda T. Bui
Franklin J. Contreras, Jr.
Melissa Davis Lowe
Kiara W. Gebhart
Ronald S. Hodges
Robert E. Huttenhoff
J. Ronald Ignatuk
John Mark Jennings
Rika M. Kido
Paul S. Ocampo
Ryan O'Dea
Gary A. Pemberton
Michael J. Petersen
Samuel J. Romero
Leonard M. Shulman

Of Counsel to the Firm
A. Lavar Taylor
Donald R. Kurtz
Gregory J. Anderson

October 24, 2012

Jovonna Jones
42470 Alexander Drive
Hemet, CA 92544

Re: In re Murrieta Mortgage, Inc.
Case No.: 6:12-bk-23463-SC

Dear Ms. Jones:

As you are aware, our firm is counsel for Helen R. Frazer in her capacity as the duly appointed, qualified and acting Chapter 7 Trustee ("Trustee") for the bankruptcy estate ("Estate") of Murrieta Mortgage, Inc. ("Debtor"). As we noted in our previous letter, the Debtor's Bankruptcy Schedule B lists as an asset of the Estate, certain deeds of trust.

The Debtor has provided the Trustee with information regarding these deeds of trust. However, the information regarding these deeds of trust is incomplete. We have requested additional information from the Debtor, but also request that you provide us with any documentation you have regarding the promissory note you entered into with the Debtor. Specifically, please provide us with a copy of the promissory note you entered into with the Debtor, any modification of that promissory note and/or the terms of that promissory note, the recorded deed of trust, and evidence of all payments made to the Debtor from the inception of the promissory note to the present date (i.e. check numbers, date and amount paid).

Please forward the requested documents to our Irvine office on or before **Wednesday, November 7, 2012**. Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,

SHULMAN HODGES & BASTIAN LLP

A handwritten signature in blue ink that reads "Rika M. Kido".

Rika M. Kido

RMK/amv

cc: Helen R. Frazer, Chapter 7 Trustee (Via Email)
Lynda T. Bui, Esq. (i/o)

Z:\M-N\Murrieta Mortgage, Inc\Ltr\Borrowers Ltr 002.docx
4539-000/34