

**DynamicDox.com**  
Bank of America Home Loans – Document Services

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# SPECIFIC CLOSING INSTRUCTIONS

Prepared by: FLORENCE OLSEN

Date and Time: 10/24/2014 17:19:39

Loan No: 250995621

The Specific Closing Instructions are to be read in conjunction with the General Closing Instructions, which are incorporated in their entirety by this reference. If any provisions in the Specific Closing Instructions conflict with provisions in the General Closing Instructions, the provisions in the Specific Closing Instructions will control. The Specific Closing Instructions and the General Closing Instructions are collectively referred to in both documents as the "Closing Instructions."

**Settlement Agent:**

VALUESCROW INC

**Lender:**

BANK OF AMERICA, N.A.

**Address:**3 HULTON CENTRE  
SANTA ANA, CA 92707**Address (Do not send documents here):**Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823**Attn:****File No:** 150160679909**Phone No:****Fax No:****Attn:**

FLORENCE OLSEN

**FHA/VA Case No:****Phone No:** (877) 420-7570**Fax No:** 1-866-409-1050**Borrower (Applicant):**

ARTURO B. MARTINEZ SR

**Non-Borrower (Non-Applicant) required to Sign:****Seller:**

Refinance

**Sales Price:**

\$ N/A

**Loan Purpose:**

REFINANCE

**Loan Amount:**

\$ 62,832.00

**Loan Type:**

Conf Fixed 15

**Anticipated Signing Date:**

10/25/2014

**Lien Position:**

FIRST

**Scheduled Disbursement Date:**

10/30/2014

**Concurrent Loan No:****One Time Close:** No**Rescindable:** Yes**Leasehold:** No

If yes, the lease expires on

**Flood Insurance:** No**Maximum Concessions:**

From Seller to Borrower: \$ N/A

From Seller or Borrower to

Real Estate Agent or Broker: \$ N/A

**First Payment Date:**

DECEMBER 01, 2014

**Property Address:**17359 HIBISCUS ST  
FONTANA, CA 92335-4916**Negative Amortization:** No

If yes, the maximum principal balance is \$

**Owner-Occupied:** Yes

\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 1 C 0 8 6 \*

# SPECIFIC CLOSING INSTRUCTIONS

Date and Time: 10/24/2014 17:19:39

Loan No: 250995621

**Mortgage Fraud Prevention Contact:** mortgagefraudhotline@bank  
ofamerica.com

## ATTACHMENTS

All references made to these Closing Instructions will include the attachment(s) marked below. If a marked attachment is not enclosed, contact Lender immediately. If a condition in the attachment(s) conflicts with a condition in these Closing Instructions, the condition in the attachment will control. **If the Loan is a Web-Enabled Closing, contact Lender for additional instructions.**

- |  |  |
|--|--|
| <input type="checkbox"/> Conditions Addendum                               | <input type="checkbox"/> Addendum for Texas (a)(6) Loan                            |
| <input checked="" type="checkbox"/> Addendum for Notice of Right to Cancel | <input type="checkbox"/> Addendum for Iowa Guaranty Certificate                    |
| <input type="checkbox"/> Addendum for FHA Loan                             | <input type="checkbox"/> Addendum for Illinois Land Trust Loan                     |
| <input type="checkbox"/> Addendum for VA Loan                              | <input type="checkbox"/> Addendum for Disbursement to Homebuyer Education Provider |
| <input type="checkbox"/> Addendum for Flood Insurance                      | <input type="checkbox"/> Addendum for Inter Vivos Revocable Trust                  |
| <input type="checkbox"/> Addendum for Power of Attorney                    | <input checked="" type="checkbox"/> Payoff or Demand Statement                     |
| <input type="checkbox"/> Addendum for New York Cooperative Housing         | <input type="checkbox"/> Fax Cover Sheet   |
| <input type="checkbox"/> Addendum for New Jersey Cooperative Housing       | <input type="checkbox"/> _____   |
| <input type="checkbox"/> Addendum for Manufactured Housing Loan            | <input type="checkbox"/> _____   |
| <input type="checkbox"/> Addendum for Construction Loan                    | <input type="checkbox"/> _____   |
| <input type="checkbox"/> Addendum for Texas Construction Loan              | <input type="checkbox"/> _____   |
| <input type="checkbox"/> Addendum for Home Equity Lines of Credit          |  |

## LENDER'S NAME ON TITLE POLICY

BANK OF AMERICA, N.A.

Unless prohibited by applicable state law, immediately following Lender's name must appear "and/or its subsidiaries and affiliates, successors and assigns as their interests may appear," or substantially similar language permitted in Settlement Agent's jurisdiction.

## HAZARD INSURANCE

If requested by Lender, Settlement Agent must obtain evidence that Borrower has hazard insurance coverage for the Property, and promptly send that evidence to Lender. For purchase loans, all insurance policies must have a minimum term of one year. For refinance loans, the existing policy term for Homeowner/Fire insurance coverage must have more than 30 days remaining and Flood insurance coverage must have more than 90 days remaining or be renewed for a term of at least one year, prepaid. The name of the insured must appear exactly as title is vested at Closing.

### Loss Payee Name:

Bank of America, N.A., Its Successors  
and/or assigns as their interest may appear (A.T.I.M.A.)

### Loss Payee Address:

P.O. Box 961291, Fort Worth, TX 76161-0291

# SPECIFIC CLOSING INSTRUCTIONS

Date and Time: 10/24/2014 17:19:39

Loan No: 250995621

## LOAN DOCUMENTS

Below is a list of the Loan Documents delivered to Settlement Agent. Settlement Agent may receive other Loan Documents not shown on this list. Settlement Agent must hold in trust and handle all the Loan Documents in accordance with these Closing Instructions. The Loan Documents must be Signed on or before the earliest of:

- a. 11/24/2014 , when the Loan Documents expire,
- b. 12/02/2014 , when the interest rate lock-in expires, or
- c. within 72 hours after Settlement Agent receives Lender's funds (the "Loan Proceeds").

### Enclosures:

FAX COVER SHEET  
 GENERAL CLOSING INSTRUCTIONS  
 FXD RATE FINAL CLARITY  
 AFFILIATE MARKETING NOTICE  
 PRIVACY POLICY  
 IDENTITY AFFIDAVIT  
 RESCISSION-SAME LNDR REFINANCE  
 CI ADDM FOR NORTC (ESCRW ST)  
 CLOSING AGNT/NOTARY PUBLIC CERTIFICATION  
 MERS CONV/VA DEED OF TRUST(CA)  
 BANK ESCROW ACCOUNT NOTICE  
 MERS DISCLOSURE STATEMENT  
 CONV NOTE-FIXD RATE  
 PREPAID INTEREST COLLECTED NTC  
 SIGNATURE/NAME AFF  
 TRUTH IN LENDING DISCLOSURE  
 ITEMIZATION OF AMOUNT FINANCED  
 AMORTIZATION SCHEDULE  
 SERVICING FEES DISCLOSURE  
 NEW LOAN PAYMENT NOTICE  
 RESDNTL LN APPLICTN/URLA  
 CIVIL UNION ADDENDUM  
 SCHEDULE OF REAL ESTATE OWNED  
 PAYPLAN ENROLLMENT AUTHORIZATION (PAYPLAN 12)  
 PROPERTY CONDITION CERT & ACK  
 AUTHORIZATION FOR IMPOUND ACCOUNT  
 DOC CORRECTION/FEES DUE AGRMT.  
 ESCROW WAIVER AGREEMENT  
 IMPRT INFO ABOUT YOUR PROP TAX  
 TXPYR ID AND CERT REQST (W9)  
 REQ FOR TRANSCRIPT OF TAX RTN(4506-T)  
 PAYOFF DEMAND STATEMENT  
 BAC AFFL BUSINESS DSCL STMT  
 HAZARD INSURANCE REQUIREMENTS  
 APPRAISAL DELIVERY WAIVER ACKNOWLEDGEMENT



## SPECIFIC CLOSING INSTRUCTIONS

Date and Time: 10/24/2014 17:19:39

Loan No: 250995621

### SPECIAL INSTRUCTIONS

Settlement Agent will promptly notify Lender of any private transfer fee covenant/obligation known to Settlement Agent.

CASH OUT REFI/RESCISSION REQUIRED  
SAN BERNARDINO COUNTY TAX \$992.97

FARMERS \$685.08

## SPECIFIC CLOSING INSTRUCTIONS

Date and Time: 10/24/2014 17:19:39

Loan No: 250995621

### **RETURN INFORMATION (FOR THIS LOAN ONLY)**

- 
1. Items required before Funding (ex: final Settlement Statement, NORTC if applicable, Loan Conditions, etc.):

Include the enclosed Fax Cover Sheet with these items and fax to 1-866-409-1050

- 
2. Loan Documents and Check for Excess Loan Proceeds:

BANK OF AMERICA  
POST CLOSING AND CENTRAL SERVICES  
MAIL CODE: TX2-979-02-11  
4500 AMON CARTER BLVD.  
FORT WORTH, TX 76128

- 
3. Notice of Right to Cancel (if the cancellation box is signed):

1-866-427-4305

- 
4. Wire Instructions for Excess Loan Proceeds (After Disbursement):

Bank of America  
100 West 33rd St  
New York, NY 10001  
ABA #026009593  
BANK OF AMERICA, N.A.  
Acct# 12357-37204  
Reference: 250995621  
Attn: Treasury Department

- 
5. Loan Documents (if transaction cancels before Signing):

275 VALENCIA AVE  
BREA, CA 92823

- 
6. Wire Instructions for Loan Proceeds (if transaction cancels before Funding or Disbursement):

Bank of America  
100 West 33rd St  
New York, NY 10001  
ABA #026009593  
BANK OF AMERICA, N.A.  
Acct# 12357-37204  
Reference: 250995621  
Attn: Treasury Department

- 
7. Title Policy:

BANK OF AMERICA, N.A.  
Doc Processing TX2-979-01-19  
4500 Amon Carter Blvd.  
Ft. Worth, TX 76155

- 
8. Original Recorded Loan Documents (or County Certified Copy of the Original):

BANK OF AMERICA, N.A.  
Doc Processing TX2-979-01-19  
4500 Amon Carter Blvd.  
Ft. Worth, TX 76155

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## SPECIFIC CLOSING INSTRUCTIONS

Date and Time: 10/24/2014 17:19:39

Loan No: 250995621

### WARNING

The General Closing Instructions, Section A.3, provides that Settlement Agent, by conducting the Closing, agrees to strictly comply with the Closing Instructions and be liable for any losses resulting from Settlement Agent's failure to follow the Closing Instructions.

The General Closing Instructions, Section C.7, provides that Settlement Agent must obtain Lender's approval of the Settlement Statement; that any changes made to the Settlement Statement without Lender's approval is a violation of the Closing Instructions; and that Settlement Agent will be liable for unapproved changes.

The General Closing Instructions, Section F.7, provides that Settlement Agent must provide Lender with any and all documents requested by Lender in relation to the completion of the Closing not later than three days from the request.

**If Settlement Agent increases any fee or charge without Lender's approval, Settlement Agent will be liable for any resulting refund due Borrower.**

**No later than seven business days after Lender's demand, Settlement Agent agrees to deliver to Lender good funds in the amount of any Borrower refund resulting from unapproved changes to the Settlement Statement.**

**No later than three business days after Lender's request to correct the Settlement Statement, Settlement Agent agrees to mail the corrected Settlement Statement to Borrower and provide a copy to Lender.**

Loan No: 250995621

**SETTLEMENT STATEMENT (HUD-1) PAGE 1 – SUMMARY OF BORROWER'S TRANSACTION**

The table below does not represent a complete Settlement Statement. The table addresses Lender Required Fees only and its scope is limited to the line numbers specifically listed.

"K. SUMMARY OF SELLER'S TRANSACTION" does not apply to refinance loans.

# SPECIFIC CLOSING INSTRUCTIONS

Date and Time: 10/24/2014 17:19:39

Loan No: 250995621

## SETTLEMENT AMOUNTS (See Section C of the General Closing Instructions)

### SETTLEMENT STATEMENT (HUD-1) SETTLEMENT CHARGES

The table below does not represent a complete Page 2 of the Settlement Statement. The table addresses Lender Required Fees only and its scope is limited to the "Settlement Charges" table on page 2.

HUD-1 Line #	HUD-1 Line Description	(Tolerance Group)	HUD-1 Column Left Of Borrower	Borrower	Seller
L.Settlement Charges					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801.	Our origination charge Lender Origination Fee:\$580.00	(Zero)	\$ 580.00		
802.	Your credit or charge (points) for the specific interest rate chosen Lender Premium Pricing Credit(0.341%):-\$214.26	(Zero)	\$ -214.26		
803.	Your adjusted origination charges			\$ 365.74	
804.	Appraisal fee Full Appraisal:\$450.00 to LandSafe Appraisal Services, Inc. (POC-B)	(10%)	\$ 450.00		
805.	Credit report Credit Report Fee:\$15.00 to LandSafe Credit, Inc. (POC-B)	(10%)	\$ 15.00		
806.	Tax service to CoreLogic Tax Services LLC Tax service:\$84.00 to CoreLogic Tax Services LLC	(10%)		\$ 84.00	
807.	Flood certification to CoreLogic Flood Services LLC Flood certification:\$17.00 to CoreLogic Flood Services LLC	(10%)		\$ 17.00	
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Daily interest charges @ \$6.89/day for 2 days	(N/A)		\$ 13.78	
903.	Homeowner's insurance for 1.00 year(s) to FARMERS INSURANCE GROUP	(N/A)		\$ 685.08	

# SPECIFIC CLOSING INSTRUCTIONS

Date and Time: 10/24/2014 17:19:39

Loan No: 250995621

## SETTLEMENT AMOUNTS (See Section C of the General Closing Instructions)

### SETTLEMENT STATEMENT (HUD-1) SETTLEMENT CHARGES (Continued)

The table below does not represent a complete Page 2 of the Settlement Statement. The table addresses Lender Required Fees only and its scope is limited to the "Settlement Charges" table on page 2.

HUD-1 Line #	HUD-1 Line Description	(Tolerance Group)	Left Of Borrower	Borrower	Seller
1100.TITLE CHARGES					
1101.	Title services and lender's title insurance			\$ 855.00	
1102.	Settlement or closing fee		\$ 555.00		
	Closing/Escrow:\$555.00 to ValuEscrow Inc	(10%)			
1104.	Lender's title insurance		\$ 300.00		
	Lender's Title Insurance:\$300.00 to Orange Coast Title	(10%)			
1200.GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Government recording charges			\$ 87.00	
1202.	Recording		\$ 87.00		
	Recording Mortgage:\$87.00	(10%)			

## SPECIFIC CLOSING INSTRUCTIONS

Date and Time: 10/24/2014 17:19:39

Loan No: 250995621

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**Deductions from Loan Proceeds:**

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LOAN AMOUNT WITH MIP/FUNDING FEE INCLUDED: \$	62,832.00
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## ADJUSTMENTS:

## DEDUCTIONS:

Total Borrower/Seller Deductions	41,111.24
----------------------------------	-----------

Impounds/Escrows	0.00
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Per Diem Interest	13.78
-------------------	-------

## CREDITS:

P.O.C. Items	465.00
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NET ADJUSTMENTS: \$	40,660.02
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NET AMOUNT OF FUNDING CHECK: \$	22,171.98
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Net amount of funding may change if funding date and/or escrow amounts change.

---

**Total Net Funding: \$ 22,171.98**

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# SPECIFIC CLOSING INSTRUCTIONS

Date and Time: 10/24/2014 17:19:39

Loan No: 250995621

## SETTLEMENT AMOUNTS (See Section C of the General Closing Instructions)

### SETTLEMENT STATEMENT (HUD-1) PAGE 3 GFE AND HUD-1 CHARGES COMPARISON

The table below does not represent a complete Page 3 of the Settlement Statement. The table addresses Lender Required Fees only and its scope is limited to the "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" table on page 3.

#### COMPARISON OF GOOD FAITH ESTIMATE (GFE dated: 10/06/2014 14:40:9 ) AND HUD-1 CHARGES

CHARGES THAT CANNOT INCREASE	HUD-1 LINE NUMBER	GOOD FAITH ESTIMATE	HUD-1
Our origination charge	# 801 -----	580.00	580.00
Your credit or charge (points) for the specific interest rate chosen	# 802 -----	-214.26	-214.26
Your adjusted origination charges	# 803 -----	365.74	365.74
RESPA Credit Total for Zero Tolerance Items (1)	-----	0.00	0.00
=====			

CHARGES THAT IN TOTAL CANNOT INCREASE MORE THAN 10%	HUD-1 LINE NUMBER	GOOD FAITH ESTIMATE	HUD-1
Government recording charges	# 1201 -----	175.00	87.00
Full Appraisal	# 804 -----	450.00	450.00
Credit Report Fee	# 805 -----	15.00	15.00
Tax Service Fee	# 806 -----	84.00	84.00
Flood Check Fee	# 807 -----	17.00	17.00
Title services and lender's title insurance	# 1101 -----	931.00	855.00
RESPA Credit Total for 10% Tolerance Items (1)	-----	0.00	0.00
=====			
	TOTAL -----	1,672.00	1,508.00
	INCREASE BETWEEN GFE AND HUD-1 CHARGES -----	\$-164.00 or	-9.809%
=====			

CHARGES THAT CAN CHANGE	HUD-1 LINE NUMBER	GOOD FAITH ESTIMATE	HUD-1
Initial deposit for your escrow account	# 1001 -----	0.00	0.00
Daily interest charges	# 901 \$ 6.89/day	20.67	13.78
Insurance Premium	# 903. -----		685.08
=====			

(1) If unable to show itemization of RESPA Credit on Page 3 of the HUD-1, it is permissible to eliminate this information as long as the corresponding items are accurately disclosed on Page 1 of the HUD-1



# SPECIFIC CLOSING INSTRUCTIONS

Date and Time: 10/24/2014 17:19:39

Loan No: 250995621

## THE LOAN TERMS

Your initial Loan Amount:	\$ 62,832.00
Your Loan Term is:	15 Years
Your initial interest rate is:	4.000 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is:	<p>\$ 464.76 includes</p> <p>Put an X in each box for which the amount contains:</p> <p><input checked="" type="checkbox"/> Principal</p> <p><input checked="" type="checkbox"/> Interest</p> <p><input type="checkbox"/> Mortgage Insurance</p>
Can your interest rate rise?	<p><input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of %.</p> <p>The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by %. Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %.</p>
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can arise to a maximum of \$ .
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ . The maximum it can rise to is \$ .
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ .
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on .
Total monthly amount owed including escrow account payments:	<p><input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself.</p> <p><input type="checkbox"/> You have an additional monthly escrow payment of \$ 0.00 that results in a total initial monthly amount owed of \$ 464.76 . This includes principal, interest, any mortgage insurance and any items checked below:</p> <p><input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner Insurance</p> <p><input type="checkbox"/> Flood Insurance</p>

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
TX2-979-01-02, 4500 Amon Carter Blvd  
Fort Worth, TX 76155  
Phone: (877)420-7570  
Office Fax No.: 1-866-409-1050

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CONDITIONS ADDENDUM

The following conditions must be received and verified by the Lender at each of the stages indicated below:

Before the loan can be funded:

You need to provide to the lender:

- . Provide a completed, signed Request for Transcript of Tax Return (IRS Form 4506-T) for all applicants at closing. A separate 4506-T is required for each tax return type (e.g. individual IRS form 1040 and business forms 1120, 1120S, or 1065) for all income used to qualify.  
Form is provided by the lender.

Condition Status: Outstanding

Lender will obtain and verify:

- . Bank of America reserves the right to re-evaluate the conditional approval of your loan request in the event Fannie Mae (FNMA), Freddie Mac (FHLMC), Government National Mortgage Association (GNMA), Federal Housing Administration (FHA) and/or Veteran Affairs (VA) guidelines are changed prior to the expiration date of this conditional approval letter. This means the loan may be further



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DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
TX2-979-01-02, 4500 Amon Carter Blvd  
Fort Worth, TX 76155  
Phone: (877)420-7570  
Office Fax No.: 1-866-409-1050

conditioned, may be subject to change in terms or the  
program may no  
longer be available to you.

Condition Status: Outstanding

- . Obtain evidence that the following lien is paid prior to or  
at  
funding:

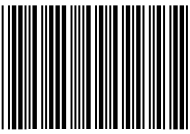
Borrower(s) Payment	Creditor	Acct #	Balance
-----	-----	-----	-----
A.B.Martinez	BK OF AMER	874651805	\$ 40174.30 \$
440.00			

Condition Status: Outstanding

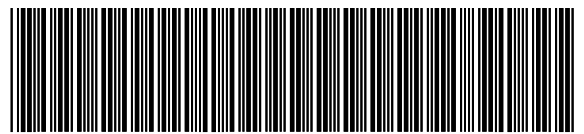
- . Verification of applicant(s) identity to comply with Bank of  
America  
customer identification process and the USA Patriot Act.

Condition Status: Outstanding

- . Verify funds to close from the Borrower on the HUD-1  
Settlement Statement do not exceed \$ 0 .



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 1 E 7 6 7 \*

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
TX2-979-01-02, 4500 Amon Carter Blvd  
Fort Worth, TX 76155  
Phone: (877)420-7570  
Office Fax No.: 1-866-409-1050

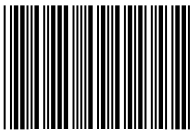
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Condition Status: Outstanding

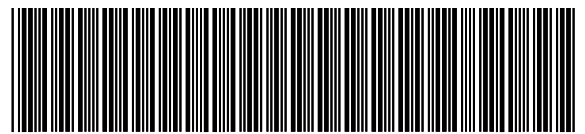
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The above items must be sent to :  
ANLI CHENG NMLS Identifier  
982908  
TX2-979-01-02, 4500 Amon Carter Blvd  
Fort Worth, TX 76155  
Office Fax No.: 1-866-409-1050

If you have any questions, please contact ANLI CHENG at (714)798-8495 or send an email to



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 1 E 7 6 7 \*

## FAX COVER SHEET

Sender's Name: \_\_\_\_\_  
 Company (if applicable): \_\_\_\_\_  
 Sender's Phone Number: \_\_\_\_\_  
 Sender's Fax Number: \_\_\_\_\_  
 Number of Pages (including Fax Cover Sheet): \_\_\_\_\_  
 To: Bank of America Home Loans  
 Borrower Name: ARTURO B. MARTINEZ SR  
 Property Address: 17359 HIBISCUS ST  
 FONTANA, CA 92335-4916  
 Bank of America Home Loans Fax Number: **1-866-409-1050**  
 Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### FAXING TIPS

- Ensure that documents are facing either up or down as stated on your fax machine.
- All documents should be clear and legible.
- Never alter, cross out, black out, or white out information on documents.
- When faxing confidential information, check the number entered into the fax machine before sending, and if using a public or work fax, make sure all documents are removed and properly secured. Retain a copy of the successful fax confirmation form.
- Use one single page per document type submitted (e.g., do not place a pay stub and a bank statement on the same page).
- If the sending fax machine setting is on a VoIP (Voice over IP) network, set the fax machine speed lower than 33.3 to avoid transmission errors.
- Always provide all pages of any statement or document (e.g., blank pages, pages with only page numbers or any other information).
- All requested Tax Returns should be signed and dated (including electronically filed Tax Returns).

You may also upload your documents utilizing the Mortgage Application Status website at [www.bankofamerica.com/mortgage/status](http://www.bankofamerica.com/mortgage/status). For your convenience, instructions to easily and securely submit required documents are located on the website.

**If mailing is required, please send to:**

Bank of America, N.A.  
 TX2-979-01-02  
 4500 Amon Carter Blvd  
 Fort Worth, TX 76155

Or you may utilize the business reply envelope which will be enclosed in your Home Loan Welcome Package.

This information is CONFIDENTIAL. It should not be distributed or shown to consumers or other third parties.

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# GENERAL CLOSING INSTRUCTIONS

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# GENERAL CLOSING INSTRUCTIONS

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## A. GENERAL CONDITIONS.

### A.1 Definitions.

As used in the Closing Instructions, the term:

- a. "Borrower" and "Applicant" are synonymous. "Non-Borrower" and "Non-Applicant" are synonymous.
- b. "Close" or any capitalized derivative of the word means the inclusive act of Signing the Loan Documents, Funding the Loan, Disbursing the Loan Proceeds and Recording Loan Documents.
- c. "Closing Instructions" means these General Closing Instructions, the Specific Closing Instructions, and any attachments. The General Closing Instructions are to be read in conjunction with the Specific Closing Instructions, which are incorporated by reference. If any provisions in the Specific Closing Instructions conflict with provisions in the General Closing Instructions, the provisions in the Specific Closing Instructions will control. The Specific Closing Instructions and the General Closing Instructions are collectively referred to in both documents as the "Closing Instructions."
- d. "Disburse" or any capitalized derivative of the word means the act of Settlement Agent or any other authorized party releasing the Loan Proceeds to the appropriate persons.
- e. "Fund" or any capitalized derivative of the word means the act of Lender authorizing Settlement Agent to Disburse the Loan Proceeds.
- f. "NORTC" means the Notice of Right to Cancel form.
- g. "Record" or any capitalized derivative of the word means the act of delivering Loan Documents for filing or the actual filing of Loan Documents (when applicable) in the appropriate public records where the Property is located.
- h. "Settlement Agent" means the Signing Agent or any other person or entity directly or indirectly responsible for handling matters associated with Signing, Funding, Disbursing or Recording.
- i. "Sign" or any capitalized derivative of the word means the act of Borrower executing the Loan Documents.
- j. "Signing Agent" means any person or entity directly responsible for supervising the Signing of the Loan Documents, including a Notary Public or any other individual who conducts a witness closing.
- k. "TIL" means the Truth-in-Lending Disclosure Statement.
- l. "Title Document" means the Title Commitment, Title Binder, Preliminary Report, Streamline Preliminary Report, Legal and Vesting Document, or Opinion of Title, as applicable.
- m. "Title Policy" means the Lender's Mortgagee Title Insurance Policy.

### A.2 Fraud Prevention.

**SETTLEMENT AGENT MUST READ AND UNDERSTAND SECTION G. PRIOR TO CLOSING THE LOAN.** If any one or more of the circumstances set out in Section G of these Closing Instructions is known by the Settlement Agent to exist during any stage of this transaction, **Settlement Agent must immediately contact the Fraud Prevention Contact shown in the Specific Closing Instructions and postpone Closing the Loan until Settlement Agent receives written permission to proceed from that Contact.**

# GENERAL CLOSING INSTRUCTIONS

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## A.3 Agreement to Comply.

By conducting the Closing, Settlement Agent affirms that Settlement Agent has read, understands and agrees to strictly comply with and satisfy all conditions of these Closing Instructions, including all attachments. Lender will hold Settlement Agent liable for any losses resulting from Settlement Agent's failure to follow these Closing Instructions. Settlement Agent must not change, modify or waive any provisions of these Closing Instructions without Lender's prior written consent.

## A.4 Failure to Sign.

If the Loan Documents expire before they are Signed, Settlement Agent must immediately deliver the Loan Documents to the address shown in the Specific Closing Instructions and the Loan Proceeds to the account shown in the Specific Closing Instructions.

## A.5 Verification of Identity.

Signing Agent must ascertain and verify the identity of all parties Signing, as follows:

- a. Explain. Signing Agent is to explain to signatories that their information is being obtained to verify identity.
- b. Identity Affidavit. Signing Agent must (i) require each Borrower to complete and sign the enclosed Affidavit, and (ii) verify that the information provided by each Borrower in the Affidavit matches the pre-printed information in the Uniform Residential Loan Application (Form 1003) and the Customer Identification Certification (if enclosed).
- c. Closing Agent/Notary Public Certification. Signing Agent must complete and sign the enclosed Certification to certify that the information provided in the Certification matches the pre-printed information in the Uniform Residential Loan Application (Form 1003) and the Customer Identification Certification (if enclosed).
- d. U.S. Residents. Obtain a copy of an unexpired government-issued identification that bears a photograph or similar safeguard, but **do not forward copies of photographs to Lender.**
- e. Non-U.S. Residents. Obtain a copy of one or more of the following:
  - i. Unexpired government-issued document evidencing nationality or residence and bearing a photograph.
  - ii. Unexpired passport with passport number and country of issuance.
  - iii. Unexpired alien identification card.**Do not forward copies of the photographs to Lender.**
- f. Structured Organizations. Obtain a copy of the government-issued business license, if available, and:
  - i. For corporations, a certificate of good standing from the state of incorporation and a duly certified authorizing resolution.
  - ii. For partnerships, a copy of the partnership agreement.
  - iii. For trusts, the trust agreement or a declaration of trust.
  - iv. For DBAs, the assumed name certificate.
- g. Copies to Lender. If feasible, forward to Lender clear and legible copies of all identifying information provided by Borrower, copies of all documents relied on to establish Borrower's identity, and all documents used to resolve any discrepancy in the identifying information obtained. **Do not forward copies of identification documents that contain photographs to Lender.**

## A.6 Unauthorized Practice of Law (UPL).

In states that require attorney closings, Settlement Agent must comply with all UPL laws and rulings of the jurisdiction where the Property is located and ensure that all activities related to the Loan transaction conform with these laws and rulings.



# GENERAL CLOSING INSTRUCTIONS

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## **A.7 Right to Rescind.**

If this Loan is subject to rescission, strict compliance with this Section is required. Settlement Agent must ensure that the instructions on the enclosed **CLOSING INSTRUCTIONS ADDENDUM FOR NOTICE OF RIGHT TO CANCEL** are followed.

a. **BEFORE COMPLETING THE CLOSING**, the following persons:

- i. all persons on title;
- ii. Borrower; and
- iii. if state law requires, the non-borrower spouse, domestic partner or civil union partner of Borrower;

must sign the following documents:

- Security Instrument
- NORTC
- TIL

b. Changes to Loan Documents. If any changes are made to the Note, the Security Instrument, the TIL, or the NORTC after the rescission period has begun, the rescission period must begin again at midnight on the date all persons have initialed the changes on the Loan Documents, the TIL, or the NORTC.

c. End of Rescission Period. **DO NOT Disburse the Loan before the rescission period has expired.** If the loan is rescinded, Settlement Agent must contact Lender immediately by calling the office. If the loan is not rescinded, Settlement Agent must contact Lender for FUNDING APPROVAL.

## **A.8 Lender's Successors and Assigns.**

Settlement Agent agrees and understands that Lender may sell the Loan in the secondary market and all of Lender's rights and privileges under these Closing Instructions inure to the benefit of Lender's successors and assigns.

## **A.9 Incomplete Closing Instructions or Loan Documents.**

Signing Agent agrees to contact and obtain from Lender any enclosure referenced in the Specific Closing Instructions that is not enclosed.

## **A.10 Translator Required.**

If Borrower appears not to understand English, Settlement Agent must postpone the Signing until Borrower employs a translator to be present at the Signing.

# GENERAL CLOSING INSTRUCTIONS

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## **B. TITLE INSURANCE.** This Section is applicable only to Settlement Agents who issue a Title Document and Title Policy.

### **B.1 Approved Settlement Agent.**

a. Settlement Agent must have provided Lender with a valid and current closing protection letter, approved attorney letter, or errors and omission coverage and fidelity bond (the "Protection"), acceptable to Lender. Settlement Agent must be an approved agent of the title insurer that issues the Title Document and Title Policy ("Title Insurer"). Settlement Agent must obtain a Title Policy from that Title Insurer unless:

- i. Lender agrees to receive a title policy from a different title insurer and Lender receives a valid and current Protection document, acceptable to Lender, from that title insurer; or
- ii. Lender is provided a title document from a different title insurer and Lender receives a valid and current Protection document, acceptable to Lender, from that title insurer.

Settlement Agent must immediately notify Lender in writing if the Title Insurer terminates its underwriting agreement with Settlement Agent for any reason.

b. The delivery of Loan Proceeds to Settlement Agent constitutes Lender's acceptance of the coverage terms offered under the Protection. In that event, Lender's signature on the Protection document is not necessary, unless required by applicable state law.

### **B.2 Gap Coverage.**

In states where gap coverage is available, Settlement Agent must update the Title Document to the exact time of Disbursement to ensure that no changes in title to the Property have occurred between the issuance date of the Title Document and the date of Disbursement. Settlement Agent must issue a Title Policy consistent with this Section.

### **B.3 Coverage.**

The Title Policy coverage must be at least equal to the full Loan Amount or, if the Loan has a negative amortization feature, the coverage must equal 115% of the Loan Amount. In New York, the coverage on loans with a negative amortization feature must equal 110%.

### **B.4 Name of Insured.**

Before any Loan Documents are Signed, Settlement Agent must ensure that Lender's name appears on the Protection document and will appear on the Title Policy exactly as shown in the Specific Closing Instructions.

### **B.5 Indemnification.**

The indemnity offered under the Protection document and the Title Policy must be for the benefit of Lender and its subsidiaries, affiliates, successors and assigns.

### **B.6 Estate.**

The Title Policy must show that Borrower has fee simple title to the Property. If the Property is a leasehold, the Title Policy must show that Borrower has a leasehold estate and the termination date of the lease.

### **B.7 Loan Number.**

If feasible, Lender's loan number must appear on the Title Policy.

# GENERAL CLOSING INSTRUCTIONS

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## **B.8 Lender's Title Policy.**

A Title Policy must be issued if there is a change in vesting, the Property is a leasehold, the Loan is a first lien, the Loan is a stand-alone second lien, or the Loan Amount is greater than \$100,000. When applicable, Settlement Agent unconditionally commits to issue a Title Policy to Lender within 30 days from Disbursement, even if Settlement Agent has not received the recording information of the lien documents. If the Title Policy is sent without a complete lien description, Settlement Agent must deliver to Lender an addendum to the Title Policy with the complete lien description within 10 days of Settlement Agent receiving the recording information.

- a. The Title Policy must be on the latest available version standard long form ALTA Lender's Title Policy (or the state-specific equivalent). Lender will accept the latest available version short form in states that recognize this form if: (i) the Loan is secured by a one- to four-family dwelling (except a cooperative unit); (ii) the insurance coverage is consistent with the standard long form; (iii) all the terms of the standard long form are incorporated into the short form; and (iv) Lender has consented to receiving the short form from the issuing company.
- b. Iowa Only: If the Addendum for Iowa Title Guaranty Certificate is attached, Lender will accept a Certificate of Title (Opinion of Title) in lieu of a Title Policy. The Addendum provides the requirements for acceptance.

## **B.9 Endorsements.**

The following ALTA endorsements (or the equivalent endorsement issued in the Property state) must be included with the Title Policy, except for HELOC loans. If any one of the endorsements (or their equivalent) is not available, contact Lender for further instructions.

- Endorsements required on any attachment to these Closing Instructions
- ALTA 4 (condominium)
- ALTA 5 (planned unit development)
- ALTA 6 (ARMs without negative amortization)
- ALTA 8.1 (all loans)
- ALTA 9 (when excepting to the covenants, conditions, and restrictions (CC&Rs), encroachments, easements, and/or mineral development)
- ALTA 213 (development of minerals)
- Balloon Loan Endorsement (balloon loans)
- Value of Lessee's Interest Endorsement (leaseholds)
- Damage to Easement Endorsement or Unlocated Easement Endorsement
- Exercise of Surface Rights for Extraction of Water Endorsement

## **B.10 Texas.**

- a. Lender requires a survey on all properties except condominiums.
- b. Item No. 1 on Schedule B must be eliminated if there are no restrictive covenants. If restrictive covenants affect the property, the Title Policy must show the recording data and insure that, unless otherwise noted, the restrictive covenants have not been violated and future violation will not affect the validity or priority of the lien.
- c. Item No.2 in Schedule B must be eliminated except for "shortages in area".
- d. Assessment liens in the covenants, conditions, and restrictions (CC&Rs) must be subordinated to Lender's lien.

# GENERAL CLOSING INSTRUCTIONS

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e. Condominiums and Planned Unit Developments.

1. Documents creating the condominium or development must be recorded and the recording information shown on the Title Policy.
2. Tax certificates for the individual living unit and a tax lien service must be obtained.
3. Assessment liens in the CC&Rs must be subordinate to Lender's lien.

**B.11 Ratings.**

On the day of Signing, Title Insurer must have one of the following ratings:

- Demotech - "Financial Stability Rating" of "S" (Substantial) or better, or a "Statutory Accounting Rating" of "C" (Average) or better
- Standard and Poor's - "BBB" or better
- Moody's Investor Service - "Baa" or better
- LACE Financial Corporation - "C" or better
- Duff and Phelps Credit Rating Company - "BBB" or better

**B.12 Lien Position.**

- a. Validity. Except for the exceptions shown below, Lender's security instrument must create a valid lien on the Property. The lien must be in the lien position indicated at the top of these Closing Instruments. All other liens must be extinguished, except for a junior lien created after this Loan. Any lien superior to Lender's lien must have the express permission of Lender. A line of credit account required to be paid-in-full as a condition of Closing must be closed and not merely paid to a zero balance.
- b. Subordination. Settlement Agent must obtain Lender's prior written consent for the subordination of any existing lien. Settlement Agent must provide Lender with the proposed subordination agreement, which must be on a form acceptable to Lender. If Lender approves the subordination and the subordination agreement, Settlement Agent must record the subordination agreement as specified in these Closing Instructions. Absent a properly completed and signed subordination agreement, all existing liens must be paid in full and released.
- c. Pay-offs and Releases. Settlement Agent must obtain valid payoff information and request a lien release for each existing lien to be paid in full and extinguished.
- d. Lender's Lien Superior. Settlement Agent ensures that Lender's lien is superior to any existing legal or equitable rights, title or interest.
- e. Second Lien. If the Loan is a stand-alone second lien, the Title Policy must insure that the existing first lien instrument does not prohibit secondary financing secured by the Property.

**B.13 Exceptions.**

- a. Only the following marked exceptions may appear in the Title Policy:
  - Duly recorded covenants and restrictions against the land
  - Public Utility Subsurface Easements
  - Above Surface Public Utilities
  - Mutual Easement Agreements
  - Taxes not yet due or payable
  - Any other exceptions approved in writing by lender

# GENERAL CLOSING INSTRUCTIONS

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b. The following exceptions are NOT PERMITTED:

- Bond liens
- Assessment liens
- Tax liens
- HOA dues/assessments liens
- Judgment liens
- Survey easements and encroachments (unless Lender approves an exception)
- Taxes due within 60 days after Closing (must be paid at Closing)
- Prior lines of credit (must be closed and confirmation obtained)
- Second liens (unless approved by Lender)
- Unexpired Redemption
- Any other exceptions not listed in section a. above and not otherwise approved in writing by Lender
- Private transfer fee covenant/obligation (unless approved by Lender)

## C. SETTLEMENT STATEMENT.

### C.1 RESPA.

Settlement Agent will prepare a HUD-1/HUD-1A Settlement Statement ("Settlement Statement") in accordance with the Real Estate Settlement Procedures Act and Regulation X (12 C.F.R. Part 1024), including Appendix A to Part 1024.

### C.2 Lender Approval.

- a. General Rule. Settlement Agent must obtain Lender's approval of the final Settlement Statement prior to Signing. Once Lender has approved the Settlement Statement, Settlement Agent will not make any changes to the Settlement Statement without first securing Lender's written approval of the changes. If Lender returns the Settlement Statement to Settlement Agent with corrections to be made, final approval has not been given and will not be given until Lender receives a completely accurate Settlement Statement.
- b. Escrow Closings. Settlement Agent should obtain Lender's approval of an estimated Settlement Statement prior to Signing. Settlement Agent will not make any changes to the estimated Settlement Statement without first securing Lender's approval of the changes. Settlement Agent will deliver a certified copy of the final Settlement Statement to Lender as soon as practicable.
- c. Direct Bill Relocation Program. The Settlement Statement must be delivered to Lender at least 48 hours before Signing.

### C.3 Signing.

Borrower and Seller must sign and date the Settlement Statement. Settlement Agent must Sign and date the Settlement Statement if required by applicable law. Settlement Agent must provide a copy to Borrower and Seller.

### C.4 No Cash Out.

Borrower must not receive any cash proceeds unless approved by Lender. If Lender approves a cash payment to Borrower, those Loan Proceeds must be delivered to Borrower only.

### C.5 Payoffs.

The Settlement Statement must reflect the correct amount of any outstanding debt to be paid-off with Lender's Loan Proceeds.

### C.6 Escrow States.

In escrow states, Settlement Agent must pass all monies through escrow and disclose them on the Settlement Statement.

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## C.7 Settlement Agent Fees.

- a. Certain dollar amounts shown in the Specific Closing Instructions are based on information provided by Settlement Agent. If a fee does not appear in the Specific Closing Instructions, Settlement Agent has indicated the fee will not be charged. Settlement Agent represents that all fees charged by Settlement Agent will be bona fide and reasonable, comply in all respects with federal and state law, and properly disclosed on the Settlement Statement. If any finance charge or other material amount is added to or changed on the Settlement Statement, Settlement Agent will notify Lender of the addition or change and not allow Signing until Settlement Agent receives corrected Loan Documents or written instructions to proceed from Lender. **If any fee or charge changes and Settlement Agent allows Signing without complying with federal timing and tolerance requirements, Settlement Agent will be liable for all fees and charges disclosed on the Settlement Statement that exceed the amount of fees and charges disclosed in the Specific Closing Instructions.**
- b. If Settlement Agent charges Lender a fee or premium in consideration for the indemnification provided by the Protection, Settlement Agent must disclose the fee or premium on the Settlement Statement in accordance with applicable law. If applicable law allows, the fee or premium may be included in the Title Policy premium with a notation that the "CPL Fee is included," or may appear as a separate line item in the 1100 series.

## C.8 Per Diem Interest.

- a. All States.  
Lender's estimate of per diem interest is based on the date Settlement Agent advised Lender that the Loan Proceeds will be Disbursed (the "Scheduled Disbursement Date"). If the Scheduled Disbursement Date is delayed for any reason, Settlement Agent must:
  - i. Request a supplemental Disbursement from Lender to reduce the interest payable by Borrower, and
  - ii. Adjust the per diem interest calculation so it is accurately reflected on the final Settlement Statement.

Lender has based its estimate of per diem interest on its understanding of the Scheduled Disbursement Date. Notwithstanding Lender's estimate, Lender fully expects Settlement Agent to conduct the Closing in full compliance with all applicable laws and to assure that no more than the interest allowable by law is collected from Borrower. Settlement Agent agrees to correctly calculate and collect or credit the amount of per diem interest due or owed in connection with the Loan and accurately reflect this amount on the Settlement Statement. Settlement Agent further agrees to reimburse Lender for any and all costs Lender incurs, including amounts Lender must refund to Borrower, as a result of Settlement Agent's failure to notify Lender of any changes to the Scheduled Disbursement Date or failure to calculate correctly the amount of per diem interest on the Loan.
- b. All States Except California.  
Collect per diem interest from the actual Disbursement date through and including the last day of the month. If the 1st payment date occurs in less than 30 days, Settlement Agent will credit Borrower the per diem interest calculated from the beginning of the Disbursement month through one day prior to the actual Disbursement date.
- c. California.
  - i. If Settlement Agent receives Loan Proceeds before the Disbursement date, Settlement Agent will collect per diem interest from one day prior to the actual Disbursement date through and including the last day of the month; and if the 1st payment date occurs in less than 30 days, Settlement Agent will credit Borrower the per diem interest from the beginning of the Disbursement month through two days prior to the actual Disbursement date.
  - ii. If Settlement Agent receives the Loan Proceeds on the Disbursement date, Settlement Agent will collect per diem interest from the actual Disbursement date through and including the last day of the month; and if the 1st payment date occurs in less than 30 days, Settlement Agent will credit Borrower the per diem interest from the beginning of the Disbursement month through one day prior to the actual Disbursement date.

# GENERAL CLOSING INSTRUCTIONS

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## **C.9 Fees and Charges.**

The exact charges shown in the Specific Closing Instructions must be reflected and described on the appropriate line item in the Settlement Statement and charged as indicated. These amounts cannot be changed without the prior written consent of Lender. Charges paid outside of Closing must be marked POC. Third party fees must be shown payable to the actual payee, and not Lender. If the Closing consists of a first and second lien, Settlement Agent must prepare a separate Settlement Statement for each transaction. If any fee or charge changes, Settlement Agent will not allow Signing until receiving corrected Loan Documents or written instructions to proceed from Lender, and not before federal timing requirements are satisfied. **If any fee or charge changes and Settlement Agent allows Signing without complying with federal timing and tolerance requirements, Settlement Agent will be liable for all fees and charges disclosed on the Settlement Statement that exceed the amount of fees and charges disclosed in the Specific Closing Instructions.**

## **C.10 Seller Financing Contribution Amount**

Any seller financing contribution amount must be reflected in the sales contract. Do not allow Signing and contact Lender if there is any discrepancy between the seller contribution shown in the Specific Closing Instructions and the sales contract. The contribution must be deducted from Seller's proceeds and paid to the appropriate party at Disbursement.

## **D. SIGNING CONDITIONS.** Settlement Agent must not Close the Loan unless and until each and every one of the following conditions have been satisfied:

### **D.1 Compliance with Closing Instructions.**

All conditions of Sections A through C and G must be satisfied.

### **D.2 Conveyance Document.**

For purchase transactions, a copy of the original document that transferred title to Borrower, such as a deed, court order, final divorce decree, etc. (the "Conveyance Document"), certified by the Signing Agent or Settlement Agent, must be provided to Lender.

### **D.3 Non-Borrower Property Rights.**

If Lender is requiring one or more non-borrowers to sign certain Loan Documents, Settlement Agent must obtain these signatures as required. Settlement Agent will not advise Borrower or any non-borrower on matters involving title vesting or marital property rights, or require Borrower or non-borrower to sign any documents relating to title vesting or marital property rights other than the Loan Documents prepared and required by Lender.

### **D.4 Homeowners' Association (HOA) Dues.**

Subsequent HOA liens must be subordinate to Lender's lien, except where prohibited by law. Any HOA dues and assessments on the Property must be paid current at or before Disbursement.

### **D.5 Power of Attorney.**

Lender has approved the use of a Power of Attorney only for the persons named on the Addendum for Power of Attorney. If an Addendum for Power of Attorney is not attached, the use of a Power of Attorney has not been approved. If any Borrower or Non-Borrower produces a Power of Attorney at Signing, Settlement Agent must not allow the agent to Sign Loan Documents until the Power of Attorney **has been reviewed and accepted by Lender.** Unless Lender consents, a party with a financial interest in the transaction, including but not limited to Settlement Agent, real estate agent/broker, mortgage broker, Lender, pest inspector, or any other party with a financial interest in the transaction, cannot act as Borrower's or Non-Borrower's agent or Sign documents on behalf of any party to the transaction.

### **D.6 Uniform Residential Loan Application (1003).**

Borrower must Sign on pages 1 (if joint credit), 3 and 4, any continuation page, and all addenda.

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## **D.7 Survey.**

- a. General Rule. In states where a survey is required, the legal description, lot size and street address on the survey must agree with the appraisal, Title Document and Loan Documents. Any governmental agency waivers must be furnished to Lender.
- b. All Other Loans.
  - i. Short Form Policy. A survey is required only in New Mexico, Ohio, Florida and Texas (unless a prior survey was prepared within the past 10 years). If a prior survey is used, then the owner must sign a Survey Affidavit acceptable to the Title Insurer.
  - ii. Long Form Policy. A survey is required only if requiring a new survey is a common industry practice in Settlement Agent's geographical area.

## **D.8 Repair and Termite Clearance.**

All repairs required by the appraisal or the termite report must be completed (except for an FHA 203(K) or construction-to-permanent loan), including repairs or certifications required of other licensed contractors (i.e. roofing, plumbing, electrical, etc.). Settlement Agent must obtain a final inspection report certifying completion of all such repairs.

## **D.9 Radon Tests.**

If the purchase contract or Lender requires a radon test to be performed, Lender must be given a copy of the results.

## **D.10 Copies to Borrower.**

A copy of the Loan Documents must be provided to Borrower at Signing or in accordance with state requirements.

## **D.11 Document Completion.**

Signing Agent must examine the Loan Documents and determine that:

- a. All Loan Documents are completed (no blanks).
- b. No pages, riders, addenda or exhibits are missing.
- c. The Property's legal description on the Title Document matches the legal description on the Survey and all Loan Documents.
- d. All corrections have been approved by Lender and initialed by all signatories.

## **D.12 Signature Lines.**

If the Borrower section on the Specific Closing Instructions includes more than four names, Settlement Agent must ensure that all Loan Documents include a signature line for each Borrower. Settlement Agent must also ensure that the name of each signatory is printed below the signature line on every document.

## **D.13 Document Signing.**

- a. Note. All Borrowers must Sign one Note. The Signing may occur in multiple locations or on different days as long as only one Note is Signed. Lender will not accept multiple Notes.
- b. Signing Date. Borrower may Sign the Loan Documents on or after the date printed on the Loan Documents. Borrower may Sign Loan Documents in a different month or year than the document date so long as the Loan Documents have not expired. The Loan Documents will be effective and any required rescission period will begin to run on the date Borrower Signs the Loan Documents. Signing Agent MUST NOT change the date printed on the Loan Documents or Disburse the Loan before the rescission period has expired.



# GENERAL CLOSING INSTRUCTIONS

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## **D.14 Loan Document Delivery.**

Signing Agent must deliver all signed Loan Documents to the address shown in the Specific Closing Instructions or to Settlement Agent, as instructed by either Settlement Agent or Lender, within 24 hours after **Signing** or as otherwise agreed:

1. Originals. All original signed Loan Documents except legal documents to be sent for Recording.
2. Settlement Statement. The final, original, signed Settlement Statement. **Exception:** For escrow closings, Settlement Agent will return a certified copy of the final Settlement Statement to Lender at close of escrow or as otherwise agreed.
3. NORTC. The signed NORTC (if applicable).
4. Recordable Documents. One copy of each Loan Document sent or to be sent for Recording, certified to be a "True Copy of the Signed Original" with the notary acknowledgement section completed in its entirety.
5. Hazard Insurance. If purchase, the original policy and paid receipt (unless written by BAISI). If refinance, evidence of paid premium and endorsement showing Lender's Loan number and Lender as loss payee. If second lien, copy of the original policy.
6. Survey. If available, the original and one copy of a Survey that includes a flood evaluation and is acceptable for the issuance of clear title.
7. Escrow Instructions. Certified copy of escrow instructions and any amendments.
8. Title Document. If applicable, a copy of Title Document and all restrictions mentioned in the Title Document.

## **D.15 Second Lien.**

If the Loan is a second lien that is Closing simultaneously with a first lien, the first lien loan documents must be Signed before the second lien.

## **D.16 Failure to Fund.**

If for any reason Lender does not provide Funding authorization to Settlement Agent after the Signing, Settlement Agent will, upon Lender's request, immediately return the Loan Documents and the Loan Proceeds to Lender. Loan Documents must be delivered to the address shown in the Specific Closing Instructions and the Loan Proceeds must be wired to the account shown in the Specific Closing Instructions.

## **E. DISBURSEMENT CONDITIONS.** Settlement Agent **must not Disburse the Loan Proceeds unless and until** each and every one of the following conditions have been satisfied:

### **E.1 Compliance with Closing Instructions.**

All conditions of Sections A through D and G must be satisfied. If Settlement Agent is not the Signing Agent, Settlement Agent is not relieved of its obligation to ensure compliance with Closing Instructions applicable to its own function.

### **E.2 Disbursement Delegation.**

Settlement Agent who receives the Loan Proceeds from Lender will not delegate Disbursement of the Loan Proceeds to another Settlement Agent, unless Lender has received the Protection for that Settlement Agent.

### **E.3 Document Completion.**

All Loan Documents are completed (no blanks), properly signed and dated, and properly acknowledged where applicable. The Disbursement date must be scheduled to occur on or after the date printed on the Loan Documents.

# GENERAL CLOSING INSTRUCTIONS

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**E.4 Prior Authorization Required.**

Under no circumstances may Settlement Agent Disburse the Loan Proceeds PRIOR TO OBTAINING LENDER AUTHORIZATION. Settlement Agent must obtain Funding authorization from Lender (unless Lender retains the Loan Proceeds until Lender is satisfied that all Funding conditions have been met). Loan Proceeds must be Disbursed in strict compliance with these Closing Instructions and the Settlement Statement. Failure to comply will result in Settlement Agent being removed from Lender's Approved Settlement Agent List.

**E.5 Rescission.**

The Loan Proceeds must not be Disbursed to anyone until the rescission period has expired and Settlement Agent has received Lender's Funding authorization. If Settlement Agent receives notice of cancellation from an owner of the Property, Lender must be immediately notified and the Loan Proceeds returned to the bank account from which they originated.

**E.6 Sufficient Borrower Funds to Close.**

Settlement Agent must have received from Borrower cash or other good funds sufficient to pay all amounts shown on the Settlement Statement as payable by Borrower. Confirm that Borrower's money comes from the source specified in these Closing Instructions or any attachment. Provide Lender with copies of checks used by Borrower to Close. If Borrower uses a personal check, the name and address on the check must match Borrower's name and address.

**E.7 Table Funded Loans and Concurrent Closings.**

Regardless of whether Lender is the named lender on the Loan Documents, if Lender's Loan Proceeds are used to Disburse the Loan, then all conditions in these Closing Instructions must first be satisfied by Settlement Agent.

**E.8 Excess Loan Proceeds.**

If Lender's Loan Proceeds exceed the amount needed to complete the transaction, Settlement Agent must wire the excess Loan Proceeds to the account shown in the Specific Closing Instructions within 48 hours of Disbursement.

**E.9 Document Delivery.**

Settlement Agent must fax a certified copy of the final, Signed Settlement Statement, the signed NORTC, and any Loan Conditions to the fax number shown in the Specific Closing Instructions before Funding. **Exception:** For escrow closings, the final Settlement Statement does not have to be signed. If the Loan is rescindable, Settlement Agent must also fax the Signed NORTC and the completed signature and acknowledgment page of the Security Instrument.

**E.10 Escrow States.**

Settlement Agent has received confirmation of Recording from the appropriate recording office.

**E.11 Second Lien.**

If the Loan is a second lien that is Closing simultaneously with a first lien, the first lien loan proceeds must be Disbursed before the second lien Loan Proceeds.

**E.12 Failure to Disburse.**

Within 48 hours of Lender's request, if for any reason the Loan cannot or does not Disburse, Settlement Agent will return the Loan Documents to the address shown in the Specific Closing Instructions and wire the Loan Proceeds to the account shown in the Specific Closing Instructions.

**E.13 Direct Bill Relocation Program.**

No portion of the credit funds may be given to Borrower.

# GENERAL CLOSING INSTRUCTIONS

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## F. POST-DISBURSEMENT CONDITIONS.

### F.1 Recordings.

- a. Immediately following Disbursement (or prior to Disbursement in escrow states), Settlement Agent must Record the following legal documents in the exact order required by the Title Insurer. Attach the legal description to every instrument that makes reference to the legal description.
  - i. Deed or any other instrument used to convey title
  - ii. Power of Attorney
  - iii. First Lien Security Instrument with all Riders attached (DO NOT attach Note addenda to the Security Instrument)
  - iv. Second Lien Security Instrument with all Riders attached (DO NOT attach Note addenda to the Security Instrument)
  - v. Subordination Agreement
  - vi. Other recordable documents
- b. Louisiana Only. Prior to recording, the following information must be typed or stamped on (or attached to) every Security Instrument securing a 1-4 family residential property insured by a Title Policy:
  - i. The name, address and Louisiana license number of the issuing title insurance producer;
  - ii. The name of the Title Insurer; and
  - iii. The name and bar roll number of the Louisiana-licensed attorney who provided the title opinion upon which the Title Policy is based.

### F.2 Note Delivery (Conventional Loans Only).

- a. Non-Rescindable Loan. Within 24 hours of Signing, Settlement Agent must return the original Note by tracked next-business-day delivery to the address shown in the Specific Closing Instructions.
- b. Rescindable Loan. Within 24 hours of the end of the rescission period, Settlement Agent must return the original Note by tracked next-business-day delivery to the address shown in the Specific Closing Instructions.

### F.3 Document Inspection.

Settlement Agent must verify that Borrower's Social Security number does not appear on any recordable instrument, unless required by law.

### F.4 Recorded Document Delivery.

Upon recording, Settlement Agent must immediately forward the original recorded Loan Documents to the address shown in the Specific Closing Instructions. If original is not returned, Settlement Agent must deliver a County Certified copy of the original recorded security instrument or loan documents.

### F.5 Title Policy.

If applicable, Settlement Agent issuing the Title Document must deliver the Title Policy to Lender at the address shown in the Specific Closing Instructions no later than 30 days from the date of Disbursement.

### F.6 IRS Filings.

Settlement Agent must file Form 1099B with the IRS in compliance with the 1986 Tax Reform Act.

### F.7 Post-Closing Document Requests.

Settlement Agent must provide Lender with any and all documents requested by Lender in relation to the completion of the Closing not later than three days from the request, including post-closing requests, but only when consistent with Settlement Agent's privacy obligations.

# GENERAL CLOSING INSTRUCTIONS

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**G. FRAUD PREVENTION.** Lender is committed to taking the strongest action, including criminal referrals, against settlement agents and attorneys who, by their acts, create an increased risk of loss to Lender and a bad reputation for the mortgage lending industry. Such acts include altering title documents, back-dating loan documents, falsifying settlement statements, facilitating identity theft, committing notary fraud, turning a blind eye to false down payments or fraudulent checks, creating false payoff figures, allowing undisclosed or excessive incentives, concessions, contributions, commissions, etc.

If any one or more of the following circumstances is known by Settlement Agent to exist during any stage of this transaction, **Settlement Agent must immediately contact Lender and postpone Closing the Loan until Settlement Agent receives written permission to proceed from the Fraud Prevention Contact shown in the Specific Closing Instructions:**

## **G.1 Property Transfers.**

- a. This transaction will occur in conjunction with, or simultaneously with, any other sale or transfer of the Property except for the following:
  - i. the Property was acquired through inheritance; or
  - ii. the Property is a single-family residence and Seller is a federal government agency.
- b. This transaction will occur in conjunction with, or simultaneously with, any other financing of the Property except for a junior loan provided or approved by Lender.
- c. The Loan is for purchase money and Seller (as shown on the first page) is not the named owner on the Conveyance Document and/or Seller is not the vested owner on title.
- d. A full or partial transfer of any interest in the Property has occurred within two weeks of or will occur on or after the issuance date of the Conveyance Document, except for the transfer to Borrower by the vested owner shown in the Conveyance Document.

## **G.2 Material Facts.**

Any material fact that may have an impact on Lender's decision to not make the Loan. A material fact includes but is not limited to, any information on changes in the value or title of the Property, changes to the sales contract (if a purchase), changes to the financing, bankruptcy, enforcement of creditor's rights, or any knowledge of suspicious activity.

## **G.3 Fraud, Misrepresentations, Falsehoods.**

- a. A fraud or scheme related to the transaction has been or may be committed.
- b. Any party to the transaction, including but not limited to Lender, Borrower, Seller, Real Estate Broker or Agent, Builder, Mortgage Broker, Title Insurer, Appraiser, Signing Agent or Settlement Agent, or an employee of any such party, has made a material misstatement.
- c. A loan document or invoice has been tampered with, falsely generated, bears any incorrect or falsified data, bears different names or addresses for the same party, or bears a fictitious name. A fictitious name does not include an assumed name field of public record.
- d. A party's handwriting or signature is inconsistent on the loan documents.
- e. Borrower is being paid to lend credit or identity to the transaction.

## **G.4 Property Condition.**

Recent changes to the condition of the Property, including fire, flood, regional disaster, or other damage.

# GENERAL CLOSING INSTRUCTIONS

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## **G.5 Parties to the Transaction.**

- a. An employee of Settlement Agent who handles the transaction has a conflict of interest, is a party to the transaction, or is a family member or relative of any party to the transaction. "Relative" includes spouse, registered domestic partner, civil union partner, fiancé, parent, child, brother, sister, aunt, uncle, niece, nephew, cousin or grandparent, as well as corresponding in-law and step relations.
- b. If Seller is a business entity, Borrower directly or indirectly controls Seller or is related to Seller's owner.

## **G.6 Title Document (if applicable).**

If the Title Document does not conform or conflicts with the Title Policy requested by Lender.

## **G.7 Identity.**

Signing Agent cannot determine the identity of any signatory, or any signatory is unable to produce an unexpired form of government issued identification.

## **G.8 Prior Interest.**

Borrower, real estate agent, mortgage broker, appraiser, settlement agent or any other person with an interest in the transaction, except Seller, has had a prior interest in the Property.

## **G.9 Sales Price.**

There are any changes to the sales price or other monetary terms of the escrow.

## **G.10 Coercion, Undue Influence, Incapacity.**

Settlement Agent suspects that Borrower or Seller may be coerced, under undue influence, or incapable of reading and understanding the nature of the transaction.

## **G.11 Closing Fees.**

The amounts provided by Settlement Agent and disclosed in the Closing Instructions are incorrect.

## **G.12 Payments.**

Any request for a payment from Loan Proceeds is ambiguous, has missing or incomplete information, lacks a clear description, or appears unusual in any manner.

## **G.13 Concessions, Incentives, Contributions, Commissions.**

A concession, incentive, contribution or commission, which exceeds the values shown in the Specific Closing Instructions, whether monetary or non-monetary, or disclosed or not disclosed in any sales contract or escrow instruction provided to Lender.

## **G.14 Occupancy.**

The loan is shown as Owner-Occupied in the Specific Closing Instructions, but Borrower expresses an intent to not occupy the Property.

DATE: 10/24/2014  
CASE NO:  
LOAN NO: 250995621  
BORROWER(S): ARTURO B. MARTINEZ SR



PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

CLARITY COMMITMENT®  
Mortgage

Bank of America, N.A. is providing you with this final Clarity Commitment® home loan summary. This summary is intended to be a clear and simple description of your key loan terms and costs. In addition to this summary, within your closing package are your Note and related closing documents and disclosures, which detail the final terms and costs of your home loan. We encourage you to thoroughly review your closing documents. In the event of a conflict between this summary and the terms of the closing documents, you should rely on the closing documents.

LOAN SUMMARY

Your mortgage loan amount is \$ 62,832.00 .  
Your Fixed Rate mortgage has an interest rate of 4.000 % for the life of the loan.  
Your monthly principal, interest and mortgage insurance payment is \$464.76 . This includes an estimated monthly mortgage insurance premium of \$ 0.00 .  
Your loan does not include an escrow account for items such as property taxes and insurance. You are responsible for paying these items separately from your monthly mortgage payment.

Your loan term is 15 years, and the monthly payments will be due on the 1st of every month. If your payment is late, you will incur a late charge as described in your Note. There are no penalties or fees if you choose to pay down the loan principal or pay your loan off early.

CLOSING COST SUMMARY

Included in the cost to close your loan are the closing fees, prepaid taxes, insurance and interest, which are shown on the Settlement Statement (HUD-1). .  
**Closing Fees:** You will be charged fees by us and by third parties for your loan. These fees may include lender fees and application fees, as well as items such as credit report, appraisal, title insurance, and the closing fee charged by the settlement agent.  
**Prepaid Taxes, Insurance and Interest:** You are responsible for any prepaid mortgage interest, any property insurance premiums and all applicable property taxes or assessments, including homeowners' association charges. Some state and local jurisdictions impose charges and taxes related to mortgage and property transactions, for which you are responsible.

If you have any questions during your closing or about the terms of your Bank of America home loan, please contact:

Name: FLORENCE OLSEN  
Phone: (714)798-8093

Please visit [bankofamerica.com/homeloans](http://bankofamerica.com/homeloans) for more information about home loans or to learn more about the home loan process.



## FEDERALLY REQUIRED AFFILIATE MARKETING NOTICE

### YOUR CHOICE TO LIMIT MARKETING

- The Bank of America companies listed in this document are providing this notice.
- Federal law gives you the right to limit some but not all marketing from all the Bank of America affiliated companies. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from all the Bank of America affiliated companies.
- You may limit all the Bank of America affiliated companies, such as the banking, loan, credit card, insurance and securities companies, from marketing their products or services to you based upon your personal information that they receive from other Bank of America companies. This information includes your income, your account history and your credit score.
- Your choice to limit marketing offers from all the Bank of America affiliated companies will apply for at least 5 years from when you tell us your choice. Before your choice to limit marketing expires, you will receive a renewal notice that will allow you to continue to limit marketing offers from all the Bank of America affiliated companies for at least another 5 years.
- You may tell us your choice to limit marketing offers, and you may tell us the choices for other customers who are joint account holders with you.
- This limitation will not apply in certain circumstances, such as when you have an account or service relationship with the Bank of America company that is marketing to you.
- For individuals with business purpose accounts, this limitation will only apply to marketing to individuals and not marketing to a business.

To limit marketing offers, contact us at 1.800.282.2884

#### Bank of America Companies:

This notice applies to all Bank of America entities that utilize the names:

Bank of America  
Banc of America  
US Trust  
LandSafe  
Merrill Lynch

These entities include banks and trust companies; credit card companies; brokerage and investment companies; insurance and annuities companies; and real estate companies.

The Princeton Retirement Group, Inc.  
General Fidelity Life Insurance Company  
SA Mortgage Services, LLC  
NationsCredit Financial Services Corporation  
BAL Corporate Aviation, LLC  
BAL Energy Holding, LLC  
BAL Energy Management, LLC  
BAL Investment & Advisory, Inc.  
BAL Solar I, LLC  
BAL Solar II, LLC  
BAL Solar III, LLC  
BAPCC II, LLC

In addition, this notice applies to the following

Bank of America companies:  
Managed Account Advisors, LLC

**Bank of America** 

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00-36-0429B (01/2014)

Affiliate Marketing Notice  
1G268-US (12/13)(d/i)

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# U.S. Consumer Privacy Notice

Rev. 01/2014



<b>FACTS</b>	<b>WHAT DOES BANK OF AMERICA DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Under federal law, that means personally identifiable information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"><li>• Social Security number and employment information</li><li>• account balances, transaction history and credit information</li><li>• assets and investment experience</li></ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank of America chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Bank of America share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> - with service providers we use to offer our products and services to you (please see below to limit the ways we contact you)	<b>Yes</b>	<b>No</b>
<b>For joint marketing with other financial companies</b>	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	<b>Yes</b>	<b>Yes</b>
<b>For nonaffiliates to market to you</b> - for all credit card accounts	<b>Yes</b>	<b>Yes</b>
<b>For nonaffiliates to market to you</b> - for accounts and services endorsed by another organization (e.g., debit card co-branded with a baseball team) "Sponsored Accounts"	<b>Yes</b>	<b>Yes</b>
<b>For nonaffiliates to market to you</b> - for accounts other than credit card accounts and Sponsored Accounts, such as insurance, investments, deposit and lending	<b>No</b>	<b>We don't share</b>



<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call 1.888.341.5000 - our menu will prompt you through your choices</li> <li>• Visit us online: <a href="http://bankofamerica.com/privacy">bankofamerica.com/privacy</a></li> <li>• Talk to a customer representative at a banking center</li> <li>• Talk to your assigned account representative (e.g., Financial Advisor, Mortgage Loan Officer)</li> </ul> <p><b>Please note:</b> If you are a new customer, we can begin sharing your information 45 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>To limit direct marketing contact</b>	<ul style="list-style-type: none"> <li>• Call 1.888.341.5000 - our menu will prompt you through your choices</li> <li>• Visit us online: <a href="http://bankofamerica.com/privacy">bankofamerica.com/privacy</a></li> <li>• Talk to a customer representative at a banking center</li> <li>• Talk to your assigned account representative (e.g., Financial Advisor, Mortgage Loan Officer)</li> </ul> <p><b>Please note:</b> Direct marketing is email, postal mail and telephone marketing. Your telephone and postal mail opt-out choices will last for five years, subject to applicable law. Even if you limit direct marketing, we may still contact you to service your account or as otherwise allowed by law.</p>
<b>Questions?</b>	<b>Call 1.888.341.5000 or go to <a href="http://bankofamerica.com/privacy">bankofamerica.com/privacy</a></b>

## Who we are

<b>Who is providing this notice?</b>	Bank of America U.S. legal entities that utilize the names: Bank of America, Banc of America, U.S. Trust, LandSafe or Merrill Lynch, as well as the entities listed in the Bank of America U.S. legal entities section.
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## What we do

<b>How does Bank of America protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit <a href="http://bankofamerica.com/security">bankofamerica.com/security</a> or <a href="http://ml.com">ml.com</a> .
<b>How does Bank of America collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• open an account or perform transactions</li> <li>• apply for a loan or use your credit or debit card</li> <li>• seek advice about your investments</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit some but not all sharing related to:</p> <ul style="list-style-type: none"> <li>• affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• nonaffiliates to market to you</li> </ul> <p>State laws and individual Bank of America companies may give you more rights to limit sharing. See Other important information section for your rights under state law.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to you alone unless you tell us otherwise. However, your choice to limit sharing with nonaffiliates to market to you for credit card accounts or Sponsored Accounts will apply to all joint account holders. If you have more than one credit card account or Sponsored Account and you choose to opt out, you will need to do so for each account.

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies that utilize the names Bank of America, Banc of America, U.S. Trust, LandSafe, or Merrill Lynch, as well as financial companies such as General Fidelity Life Insurance Company.</li> </ul>
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<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>Nonaffiliates we share with can include financial services companies such as insurance agencies or mortgage brokers, nonfinancial companies such as retailers, travel companies and membership groups, other companies such as nonprofit groups</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>Our joint marketing partners include financial services companies.</li> </ul>

### Other important information

**Do Not Call Policy.** This notice is the Bank of America Do Not Call Policy under the Telephone Consumer Protection Act. We do not solicit via telephone numbers listed on the state or federal Do Not Call lists, unless the law allows. Bank of America employees receive training on how to document and process telephone marketing choices. Consumers who ask not to receive telephone solicitations from Bank of America will be placed on the Bank of America Do Not Call list and will not be called in any future campaigns, including those of Bank of America affiliates. If you communicate with us by telephone, we may monitor or record the call.

**For Nevada residents only.** We are providing you this notice under state law. You may be placed on our internal Do Not Call List by following the directions in the To limit direct marketing contact section. Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 702.486.3132; email: BCPINFO@ag.state.nv.us. Bank of America, P.O. Box 25118, FL1-300-01-29, Tampa, FL 33633-5118; Phone number: 1.888.341.5000; email: Click on "Contact Us" at bankofamerica.com/privacy.

**Vermont:** Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our corporate family, unless the law allows. For example, we may share information with your consent, to service your accounts or under joint marketing agreements with other financial institutions with which we have joint marketing agreements. We will not share information about your creditworthiness within our corporate family except with your consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

**California:** Under California law, we will not share information we collect about you with companies outside of Bank of America, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law.

**For Insurance Customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA only.** The term "Information" in this part means customer information obtained in an insurance transaction. We may give your Information to state insurance officials, law enforcement, group policy holders about claims experience or auditors as the law allows or requires. We may give your Information to insurance support companies that may keep it or give it to others. We may share medical Information so we can learn if you qualify for coverage, process claims or prevent fraud or if you say we can. To see your Information, write Insurance Services, TX2-977-01-39, 5401 North Beach Street, Fort Worth, TX 76137, Attn: Data Request. You must state your full name, address, the insurance company, policy number (if relevant) and the Information you want. We will tell you what Information we have. You may see and copy the Information (unless privileged) at our office or ask that we mail you a copy for a fee. If you think any Information is wrong, you must write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**For MA Insurance Customers only.** You may ask in writing the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

### Bank of America U.S. legal entities

Bank of America U.S. legal entities that utilize the names: Bank of America, Banc of America, U.S. Trust, LandSafe or Merrill Lynch, as well as the following entities: BACAP Alternative Advisors, Inc., BofA Advisors, LLC, BofA Distributors, Inc., General Fidelity Life Insurance Company, Managed Account Advisors LLC, NationsCredit Financial Services Corporation, The Princeton Retirement Group, Inc., SA Mortgage Services, LLC

Prepared by: FLORENCE OLSEN

**BANK OF AMERICA, N.A.**

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

## IDENTITY AFFIDAVIT TO BE COMPLETED BY THE BORROWER

Before me, the undersigned Notary Public, personally came and appeared the undersigned Borrower, who being duly sworn did depose and state the following:

1. My full legal name is \_\_\_\_\_.  
(First) (Middle) (Last) (Jr., Sr., III)
2. The address of my principal residence is \_\_\_\_\_,  
(Street Address)  
\_\_\_\_\_  
(City) (State) (Zip)
3. My date of birth is \_\_\_\_\_.  
(Month/Day/Year)
4. My taxpayer identification number is \_\_\_\_\_.
5. The State and number of my driver's license or identification card are \_\_\_\_\_.  
(State) (Number)
6. I swear under oath that the information provided in this Affidavit is true and correct to the best of my knowledge. I consent to the transfer of the information contained in this Affidavit for the sole purposes of verifying my identity and preventing fraud. I understand that this information will not be disclosed to any party for any other purpose.

**WITNESS THE HAND AND SEAL OF THE UNDERSIGNED.**

\_\_\_\_\_  
Borrower

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

Subscribe and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_

Seal



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 1 E 6 7 1 \*

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
TX2-979-01-02, 4500 Amon Carter Blvd  
Fort Worth, TX 76155  
Phone: (877)420-7570  
FAX NO: 1-866-427-4305

NOTICE OF RIGHT TO CANCEL  
REFINANCING WITH ORIGINAL CREDITOR

**YOUR RIGHT TO CANCEL.** You are entering into a new transaction to increase the amount of credit previously provided to you. Your home is the security for this new transaction. You have a legal right under federal law to cancel this new transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of the transaction, which is; 10/25/2014 (e)\*; or
- (2) the date you received your new Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel this new transaction it will not affect the amount that you presently owe. Your home is the security for that amount. Within 20 calendar days after we receive your notice of cancellation of this new transaction we must take the steps necessary to reflect the fact that your home does not secure the increase of credit. We must also return any money you have given to us or anyone else in connection with this new transaction.

You may keep any money we have given you in this new transaction until we have done the things mentioned above but you must then offer to return the money at the address below. If we do not take possession of the money within twenty (20) calendar days of your offer you may keep it without further obligation.

**HOW TO CANCEL.** If you decide to cancel this transaction, you may do so by notifying us in writing, at:  
**Office Fax No.: 1-866-427-4305**

BANK OF AMERICA, N.A.  
TX2-979-01-02, 4500 Amon Carter Blvd  
Fort Worth, TX 76155

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

If you cancel by mail or telegram, you must send the notice no later than midnight of, 10/29/2014 \*\* ; (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

**I WISH TO CANCEL.**

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

**RECEIPT OF NOTICE.** You acknowledge that the transaction identified on the face of this Notice was consummated and that you have received one copy of the Federal Truth in Lending Disclosure and two copies of this Notice.

**Do not sign unless the dates in the boxes are completed.**

_____ ARTURO B. MARTINEZ SR Consumer	Date: _____
_____ Consumer	Date: _____
_____ Consumer	Date: _____
_____ Consumer	Date: _____

\* The date of the transaction is estimated based on the date you are expected to sign loan document.  
\*\* This date is based on the date of the transaction above. If you sign loan documents on a different date, this date will change accordingly.



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 2 0 6 2 - \*

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
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- (3) the date you received this notice of your right to cancel.

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TX2-979-01-02, 4500 Amon Carter Blvd  
Fort Worth, TX 76155

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**I WISH TO CANCEL.**

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

**RECEIPT OF NOTICE.** You acknowledge that the transaction identified on the face of this Notice was consummated and that you have received one copy of the Federal Truth in Lending Disclosure and two copies of this Notice.

**Do not sign unless the dates in the boxes are completed.**

ARTURO B. MARTINEZ SR	Consumer	Date: _____
_____	Consumer	Date: _____
_____	Consumer	Date: _____
_____	Consumer	Date: _____

\* The date of the transaction is estimated based on the date you are expected to sign loan document.  
\*\* This date is based on the date of the transaction above. If you sign loan documents on a different date, this date will change accordingly.



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 2 0 6 2 - \*

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

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NOTICE OF RIGHT TO CANCEL  
REFINANCING WITH ORIGINAL CREDITOR

**YOUR RIGHT TO CANCEL.** You are entering into a new transaction to increase the amount of credit previously provided to you. Your home is the security for this new transaction. You have a legal right under federal law to cancel this new transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of the transaction, which is; 10/25/2014 (e)\*; or
- (2) the date you received your new Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel this new transaction it will not affect the amount that you presently owe. Your home is the security for that amount. Within 20 calendar days after we receive your notice of cancellation of this new transaction we must take the steps necessary to reflect the fact that your home does not secure the increase of credit. We must also return any money you have given to us or anyone else in connection with this new transaction.

You may keep any money we have given you in this new transaction until we have done the things mentioned above but you must then offer to return the money at the address below. If we do not take possession of the money within twenty (20) calendar days of your offer you may keep it without further obligation.

**HOW TO CANCEL.** If you decide to cancel this transaction, you may do so by notifying us in writing, at:  
**Office Fax No.: 1-866-427-4305**

BANK OF AMERICA, N.A.  
TX2-979-01-02, 4500 Amon Carter Blvd  
Fort Worth, TX 76155

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

If you cancel by mail or telegram, you must send the notice no later than midnight of, 10/29/2014 \*\* ; (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

**I WISH TO CANCEL.**

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

**RECEIPT OF NOTICE.** You acknowledge that the transaction identified on the face of this Notice was consummated and that you have received one copy of the Federal Truth in Lending Disclosure and two copies of this Notice.

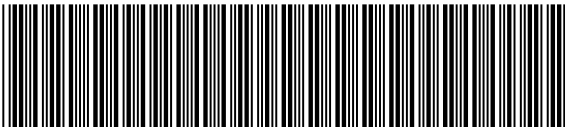
**Do not sign unless the dates in the boxes are completed.**

_____ ARTURO B. MARTINEZ SR Consumer	Date: _____
_____ Consumer	Date: _____
_____ Consumer	Date: _____
_____ Consumer	Date: _____

\* The date of the transaction is estimated based on the date you are expected to sign loan document.  
\*\* This date is based on the date of the transaction above. If you sign loan documents on a different date, this date will change accordingly.



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 2 0 6 2 - \*

Date and Time: 10/24/2014 17:19:39

BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

## CLOSING INSTRUCTIONS ADDENDUM FOR THE NOTICE OF RIGHT TO CANCEL (NORTC) ESCROW STATES

This Addendum amends and supplements the Closing Instructions issued by Lender to effectuate the Closing for Borrower. All terms not otherwise defined in this Addendum have the meaning ascribed to them in the Closing Instructions. Any conflict between this Addendum and the Closing Instructions will be resolved in favor of this Addendum. The above heading is for informational purposes only and is not to be used to interpret this Addendum.

The NORTC is signature and date sensitive. Settlement Agent must make sure the dates on the NORTC are correct before Signing and that the NORTC is properly Signed. If the NORTC is Signed with errors, a new NORTC must be Signed before the rescission period can begin.

### ATTENTION NOTARY

DO NOT CHANGE ANY DATES ON THE NORTC.

**Before leaving the Signing,** provide each signer with 2 copies of the properly Signed and accurately dated NORTC.

### EXPLANATION OF DATES

#### (#1) Estimated Transaction Date

This is the estimated date that the last party will sign the Security Instrument.

#### (#2) Events

The latest of these three events will start the rescission period.

#### (#3) Midnight Date

The rescission period expires at midnight on the 3rd business day after the last (#2) event occurs. Saturday is included. Sunday and the following federal holidays are excluded:

New Year's	Jan. 1st
King's Birthday	3rd Mon. in Jan.
President's Day	3rd Mon. in Feb.
Memorial Day	Last Mon. in May
Independence Day	July 4th
Labor Day	1st Mon. in Sept.
Columbus Day	2nd Mon. in Oct.
Veterans Day	Nov. 11th
Thanksgiving	4th Thurs. in Nov.
Christmas	Dec. 25th

#### (#4) Signature Date

The NORTC must be Signed by each person on title and each non-borrower who, under state law, has a right to cancel the loan. Each signature must be dated by the person Signing.

#### Do Not Change the Dates

The Estimated Transaction Date (#1) and the Midnight Date (#3) are not to be changed even if the Security Instrument is signed on a date other than the Estimated Transaction Date.

DATE:  
BORROWER:  
CASE NO:  
LOAN NO:  
PROPERTY:

### NOTICE OF RIGHT TO CANCEL

#### YOUR RIGHT TO CANCEL

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

- (1) The date of the transaction, which is (#1) (e)\*; or  
(#2) (2) The date you received your Truth In Lending disclosures; or  
(3) The date you received this notice of your right to cancel.

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

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

#### HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing at:

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

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of (#3) \*\* (or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

#### I WISH TO CANCEL

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

You acknowledge receipt of two copies of NOTICE OF RIGHT TO CANCEL one copy of the Federal Truth in Lending Disclosure Statement.

Each person who signs this Notice has the right to cancel the loan. The exercise of this right by one person will be effective as to all persons who sign this Notice.

(#4)

BORROWER/OWNER \_\_\_\_\_ DATE \_\_\_\_\_

BORROWER/OWNER \_\_\_\_\_ DATE \_\_\_\_\_

BORROWER/OWNER \_\_\_\_\_ DATE \_\_\_\_\_

BORROWER/OWNER \_\_\_\_\_ DATE \_\_\_\_\_

\* The date of the transaction is estimated based on the date you are expected to sign loan documents.

\*\* This date is based on the date of the transaction above. If you sign loan documents on a different date, this date will change accordingly.

# CLOSING AGENT/NOTARY PUBLIC CERTIFICATION

## PHOTO IDENTIFICATION

I, \_\_\_\_\_, the closing agent, their representative, or the Notary Public certify that I have made a visual inspection of the federal- or state-issued photo identification referenced below for the following borrower(s):

Primary Borrower Name	Co-Borrower Name	Co-Borrower Name
Type of Photo ID	Type of Photo ID	Type of Photo ID
Issuing Agency	Issuing Agency	Issuing Agency
Serial or Identification Number	Serial or Identification Number	Serial or Identification Number
Issue Date and/or Expiration Date	Issue Date and/or Expiration Date	Issue Date and/or Expiration Date

and verified that all of the following are true:

- The name on the identification matches the name on the loan documents;
- Each borrower looks like his/her photographic image; and
- Each signature matches the signature on the loan documents.

## NON-PHOTO IDENTIFICATION

**(Reliance solely on non-photo identification requires the Lender's prior written approval.)**

I, \_\_\_\_\_, the closing agent, their representative, or the Notary Public certify that I have made a visual inspection of the identifying documentation referenced below for the following borrowers:

Primary Borrower Name	Co-Borrower Name	Co-Borrower Name
Identifying Document No. 1	Identifying Document No. 1	Identifying Document No. 1
Identifying Document No. 2	Identifying Document No. 2	Identifying Document No. 2

and verified that all of the following are true:

- The name on the identification matches the name on the loan documents; and
- Each signature matches the signature on the loan documents.

Signature of Closing Agent, Its Representative or Notary Public	Date:
Print Name	
Title	

Note:

1. If there are more than three (3) borrowers on the loan, make a photo copy of the blank form and fill in the additional borrower's information in the spaces provided for "Co-Borrower".
2. Do not attach a copy of the borrowers' photo identification to this form.
3. Do attach any non-photo identification documentation to this form.
4. Failure or refusal to complete this form may jeopardize your future business with the Lender.
5. Waivers must be requested through the office and will be reviewed and approved by a member of the senior operations management staff.



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 1 E 4 2 7 \*



Recording Requested By:  
R. SANTILLAN

After Recording Return To:  
BANK OF AMERICA, N.A.

Doc Processing TX2-979-01-19  
4500 Amon Carter Blvd.  
Ft. Worth, TX 76155  
Prepared By:  
FLORENCE OLSEN

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

150160679909  
[Escrow/Closing #]

\*\*\*\*\*562110014  
[Doc ID #]

## DEED OF TRUST

MIN 1000157-0009017355-6

### DEFINITIONS

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

**(A) "Security Instrument"** means this document, which is dated OCTOBER 25, 2014, together with all Riders to this document.

**(B) "Borrower"** is

ARTURO B MARTINEZ SR, AN UNMARRIED MAN

Borrower's address is

17359 HIBISCUS ST, FONTANA, CA 92335-4916

CALIFORNIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)

Form 3005 1/01

MERS Deed of Trust-CA  
1006A-CA (08/13).01(d/i)

Page 1 of 14



Borrower is the trustor under this Security Instrument.

**(C) "Lender" is**

BANK OF AMERICA, N.A.

Lender is a NATIONAL ASSOCIATION

organized and existing under the laws of THE UNITED STATES

Lender's address is

101 South Tryon Street, Charlotte, NC 28255

**(D) "Trustee" is**

RECONTRUST COMPANY, N.A.

1800 TAPO CANYON RD, SIMI VALLEY, CA 93603

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

**(F) "Note"** means the promissory note signed by Borrower and dated OCTOBER 25, 2014. The Note states that Borrower owes Lender

SIXTY TWO THOUSAND EIGHT HUNDRED THIRTY TWO and 00/100

Dollars (U.S. \$ 62,832.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 01, 2029.

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

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

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

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

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

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

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

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

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

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

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

**(Q) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of SAN BERNARDINO :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

All that certain parcel of land situated in the City of Fontana, County of San Bernardino, State of California, being known and designated as Lot 13, of Tract 3951, in the City of Fontana, County of San Bernardino, State of CA, as per map recorded in Book 51 on Page(s) 1 in the Office of the County Recorder of said County. Assessor's Parcel Number(s): 0194-203-06-0-000

Parcel ID Number: 0194-203-06-0000  
address of

which currently has the

17359 HIBISCUS ST, FONTANA ,  
[Street/City]

California 92335-4916 ("Property Address"):  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing.

If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

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

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

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

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

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

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

\_\_\_\_\_(Seal)  
ARTURO B. MARTINEZ SR - Borrower

\_\_\_\_\_(Seal)  
- Borrower

\_\_\_\_\_(Seal)  
- Borrower

\_\_\_\_\_(Seal)  
- Borrower

KRISTEN VERDUGO  
Home Loan Consultant -External

NMLS#  
989108

Bank of America, N.A.

NMLS#  
399802

State of California

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

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

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

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

WITNESS my hand and official seal.

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

Prepared by: FLORENCE OLSEN

**BANK OF AMERICA, N.A.**

DATE: 10/25/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

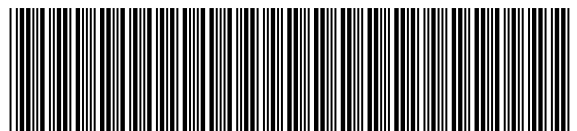
Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

## **NOTICE CONCERNING YOUR ESCROW ACCOUNT**

**As a federally chartered bank, Bank of America is subject to federal law, and regulations promulgated by the Bureau of Consumer Financial Protection and the Office of the Comptroller of the Currency. In most cases Bank of America is not subject to state laws that regulate or otherwise affect its credit activities. Federal law and regulations do not require Bank of America to pay interest on escrow accounts. Accordingly, no interest will accrue on your escrow account even if your state has a law concerning the payment of interest on escrow accounts.**



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 1 G 0 2 7 \*

**DATE:** 10/24/2014  
**BORROWER:** ARTURO B. MARTINEZ SR  
**CASE NO:**  
**LOAN NO:** 250995621  
**PROPERTY:** 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

## **DISCLOSURE STATEMENT ABOUT MERS AND ITS ROLE REGARDING YOUR LOAN**

In your transaction, you have signed either a mortgage or a deed of trust. If you signed a mortgage, Mortgage Electronic Registration Systems, Inc. ("MERS") is designated on your mortgage as the mortgagee of record. If you signed a deed of trust, MERS is designated as the beneficiary. In either case, MERS is acting solely as a nominee for your Lender and the Lender's successors or assigns. Your Lender is:  
BANK OF AMERICA, N.A.

MERS is not your Lender, and MERS does not service your loan. MERS is a separate company that serves solely as the mortgagee or beneficiary of record. MERS is a membership organization, and your Lender is one of more than 3,000 MERS members throughout the real estate industry.

Your Lender will record your mortgage or deed of trust in the public land records, showing MERS as the mortgagee or the beneficiary, in order to provide notice of the lien on your property. If your Lender sells or transfers your loan to another entity, MERS may remain as the designated mortgagee or beneficiary in the public land records.

MERS's parent company, MERSCORP Holdings, Inc., maintains a database on the MERS System, a registered trademark of MERSCORPS Holdings, LLC, with information about each mortgage loan for which MERS is designated as the mortgagee or beneficiary of record. MERS ServicerID, a registered trademark of MERSCORPS Holdings, LLC, is a free service that allows a borrower to learn the identity of the current servicer and investor for a loan registered on the MERS System. Access to MERS ServicerID is available by phone at 1-888-679-6377 and online at:  
<http://www.mersinc.org/information-for-homeowners/my-mortgage-info>.

As the mortgagee or beneficiary, MERS performs many of its actions, such as assignments of your mortgage or deed of trust, through individuals who are known as MERS Signing Officers and who may be designated as an officer of MERS on mortgage or deed of trust documents. Despite this designation, MERS Signing Officers are typically employees of the lenders, servicers, or other companies that are members of MERS, or employees of third-party agents of the members.

Naming MERS as the mortgagee or the beneficiary and registering the mortgage or deed of trust on the MERS System does not affect your obligations under your promissory note.



NOTE

OCTOBER 25, 2014  
[Date]

FONTANA  
[City]

CALIFORNIA  
[State]

17359 HIBISCUS ST, FONTANA, CA 92335-4916  
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$62,832.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BANK OF AMERICA, N.A.

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

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

2. INTEREST

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

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

3. PAYMENTS

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

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

I will make my monthly payment on the FIRST day of each month beginning on DECEMBER 01, 2014 .

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on NOVEMBER 01, 2029 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 515503, Los Angeles, CA 90051-6803 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$464.76 .

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

**(A) Late Charge for Overdue Payments**

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

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.



**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

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

**7. GIVING OF NOTICES**

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

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

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

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

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

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

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

ARTURO B. MARTINEZ SR

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

KRISTEN VERDUGO  
Home Loan Consultant -External

NMLS#  
989108

Bank of America, N.A.

NMLS#  
399802

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

NOTICE TO CLOSING AGENT & BORROWER

PREPAID INTEREST COLLECTED AT FUNDING

I understand that California law provides that a Borrower shall not be required to pay interest on a home loan for a period in excess of one day prior to disbursement of escrow funds. Interest may commence to accrue on the business day immediately preceding the day of escrow disbursement, if (i) the Borrower affirmatively requests and the Lender agrees, that the disbursement will occur on a Monday or a day immediately following a holiday and (ii) the Lender discloses (A) the amount of additional per diem interest charged to facilitate disbursement on a Monday or the day following a holiday, as the case may be, and (B) that it may be possible to avoid the additional per diem interest by disbursing the loan proceeds on a day immediately following a business day.

My initials here indicate that I do not request or approve any request made on my behalf that escrow disbursement occurs on a Monday or a day immediately following a holiday, as the case may be. \_\_\_\_\_

My signature below indicates that I wish the Lender to comply with a request made by me or on my behalf to close on a Monday or a day immediately following a holiday, I understand and agree that there will be an additional per diem interest charge as follows:

If disbursement of loan proceeds occurs on a Monday and the preceding Friday is not a bank holiday, there will be an additional two-day per diem interest charge of \$13.78

If disbursement of loan proceeds occurs on a day immediately following a bank holiday, the additional per diem interest charge will depend on the day of the week on which the bank holiday falls:

- An additional three-day per diem interest charge of \$20.67 will be due if the bank holiday falls on a Monday or Friday.
- An additional one-day per diem interest charge of \$6.89 will be due if the bank holiday falls on a Tuesday, Wednesday or Thursday.

I/We understand that it may be possible to avoid this additional per diem interest charge by disbursing the loan proceeds on a day immediately following a business day.

ARTURO B. MARTINEZ SR



Prepared by: FLORENCE OLSEN

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

## NAME AND SIGNATURE AFFIDAVIT

BEFORE ME, the undersigned Notary Public, on this day personally appeared the person who signed this Affidavit, and who, after being duly sworn by me, did on his or her oath state the following:

My legal name is:

My legal signature is:

ARTURO B. MARTINEZ SR  
(Print or Type Name)

\_\_\_\_\_  
Signature (exactly as I signed the Security Instrument)

I am also known as:

ARTURO B MARTINEZ  
(Print or Type Name)

ARTURO MARTINEZ  
(Print or Type Name)

ARTHUR B MARTINEZ  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

State/Commonwealth of \_\_\_\_\_  
County/Parish of \_\_\_\_\_

Subscribe and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_

Seal



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 1 3 0 4 - \*

**TRUTH IN LENDING DISCLOSURE STATEMENT****(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)**

LENDER: BANK OF AMERICA, N.A.

☐ Preliminary☒ Final

DATE 10/25/2014

BORROWERS: ARTURO B MARTINEZ SR

LOAN 250995621

CASE NO.

ADDRESS 17359 HIBISCUS ST

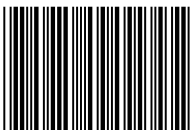
CITY/STATE/ZIP FONTANA, CA 92335-4916

PROPERTY 17359 HIBISCUS ST, FONTANA, CA 92335-4916

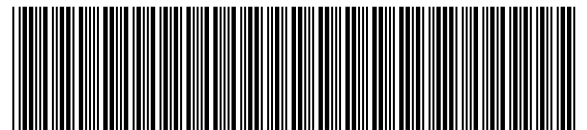
<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.243 %	\$ 21,860.32	\$ 61,796.48	\$ 83,656.80

**INTEREST RATE AND PAYMENT SUMMARY:**

Rate & Monthly Payment	
Interest Rate	4.000%
Principal + Interest Payment	\$464.76
Est. Taxes + Insurance (Escrow)	\$0.00
Total Est. Monthly Payment	\$464.76



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 1 C 2 9 8 \*

<b>There is no guarantee that you will be able to refinance to lower your rate and payments.</b>	
<b>DEMAND FEATURE:</b> <input checked="" type="checkbox"/> This loan does not have a Demand Feature. <input type="checkbox"/> This loan has a Demand Feature as follows:	
<b>VARIABLE RATE FEATURE:</b> <input type="checkbox"/> This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.	
<b>SECURITY:</b> You are giving a security interest in the property located at: 17359 HIBISCUS ST, FONTANA, CA 92335-4916	
<b>ASSUMPTION:</b> Someone buying this property <input checked="" type="checkbox"/> cannot assume the remaining balance due under original mortgage terms <input type="checkbox"/> may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.	
<b>PROPERTY INSURANCE:</b> Hazard insurance, including flood insurance if the property is in a Special Flood Hazard Area, is required as a condition of this loan. You may obtain the insurance coverage from any insurance company acceptable to the lender. Complete details concerning insurance requirements will be provided prior to loan closing.	
<b>LATE CHARGES:</b> If your payment is more than 15                      days late, you will be charged a late charge of                      5.000% of the overdue payment.	
<b>PREPAYMENT:</b> If you pay off your loan early, you <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> may  <input type="checkbox"/> may         </div> <div> <input checked="" type="checkbox"/> will not  <input checked="" type="checkbox"/> will not         </div> <div>           be entitled to a refund of part of the finance charge.            have to pay a penalty.         </div> </div>	
<b>See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties.</b>	

“e” means an estimate

I/We hereby acknowledge reading and receiving a complete copy of this disclosure.

BORROWER ARTURO B MARTINEZ SR	DATE
BORROWER	DATE
BORROWER	DATE
BORROWER	DATE

**DEFINITION OF TRUTH-IN-LENDING TERMS****ANNUAL PERCENTAGE RATE**

The Annual Percentage Rate (APR) is the cost of credit expressed as a yearly rate. The APR is a measure of the total cost of credit, including interest, loan discount, origination fees, transaction charges, and premiums for credit-guarantee insurance; it is not an *interest* rate. The APR relates the amount and timing of value received by the borrower to the amount and timing of payments made by the borrower. The APR is designed to take into account all relevant factors and to provide a uniform measure for comparing the costs of similar credit transactions.

**FINANCE CHARGE**

The finance charge is the dollar amount the credit will cost you. It is the total amount of interest paid over the term of the loan, plus prepaid finance charges, defined below, plus the total amount of any required mortgage insurance charged during the term of the loan.

**PREPAID FINANCE CHARGES**

Prepaid finance charges are finance charges imposed in connection with the loan that are paid prior to or at loan closing or withheld from the loan proceeds at any time. These charges include, but are not limited to, points, discounts, origination, and processing fees, per diem interest paid at or before closing. In real estate secured transactions, some charges may be excluded from the calculation of prepaid finance charges; for example, amounts paid for title insurance, notary, credit report, appraisal, flood determination and pest inspection.

**AMOUNT FINANCED**

The amount financed is the amount of credit provided to you or on your behalf. The amount financed is calculated by taking the loan amount shown on the note and subtracting any prepaid finance charge. Thus, the amount financed is not necessarily equal to the loan amount. For example, if you must pay a separate 1% loan origination fee (a prepaid finance charge) on a \$100,000 residential mortgage loan at closing, the loan amount is \$100,000 but the amount financed is \$99,000 (\$100,000 minus the \$1,000 loan origination fee).

**TOTAL OF PAYMENTS**

The total of payments is the amount you will have paid after you make all scheduled payments. It includes the total of all payments of principal, interest and mortgage insurance, if applicable. It does not include amounts paid prior to or at loan closing or withheld from the loan proceeds.

**INTEREST RATE AND PAYMENT SUMMARY**

The interest rate and payment summary contains certain summary information about interest rates and payments, and changes to rates and payment, if applicable, in a tabular format. The table reflects the contract interest rate at closing, together with the corresponding monthly payment, including, if applicable, escrows for taxes and property and/or mortgage insurance, and, if applicable (i) the maximum interest rate and payment at any time during the first five years after consummation, and (ii) the maximum interest rate and payment possible during the life of the loan.

**ESTIMATES**

Some of the disclosures may be marked with an "e," indicating that the amount is estimated because, at the time the disclosure is prepared, the creditor does not have all the information needed to make a more accurate disclosure. For example, the amount of prepaid interest may be estimated because the date of loan closing is not yet determined, or a third party charge by a closing agent or attorney may be pending verification. The creditor may be required to provide a final disclosure with more precise information no later than loan closing, if the estimated amounts change significantly. If the loan is a multiple-advance construction loan, the disclosures of the finance charge, annual percentage rate and total of payments are marked as estimates because the actual schedule of advances is not known at the time the disclosures are prepared.



**TRUTH IN LENDING DISCLOSURE STATEMENT****(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)**

LENDER: BANK OF AMERICA, N.A.

☐ Preliminary☒ Final

DATE 10/25/2014

BORROWERS: ARTURO B MARTINEZ SR

LOAN 250995621

CASE NO.

ADDRESS 17359 HIBISCUS ST

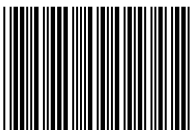
CITY/STATE/ZIP FONTANA, CA 92335-4916

PROPERTY 17359 HIBISCUS ST, FONTANA, CA 92335-4916

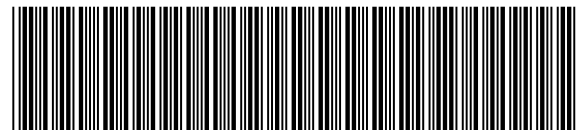
<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.243 %	\$ 21,860.32	\$ 61,796.48	\$ 83,656.80

**INTEREST RATE AND PAYMENT SUMMARY:**

	Rate & Monthly Payment
Interest Rate	4.000%
Principal + Interest Payment	\$464.76
Est. Taxes + Insurance (Escrow)	\$0.00
Total Est. Monthly Payment	\$464.76



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 0 1 C 2 9 8 \*

<b>There is no guarantee that you will be able to refinance to lower your rate and payments.</b>	
<b>DEMAND FEATURE:</b> <input checked="" type="checkbox"/> This loan does not have a Demand Feature. <input type="checkbox"/> This loan has a Demand Feature as follows:	
<b>VARIABLE RATE FEATURE:</b> <input type="checkbox"/> This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.	
<b>SECURITY:</b> You are giving a security interest in the property located at: 17359 HIBISCUS ST, FONTANA, CA 92335-4916	
<b>ASSUMPTION:</b> Someone buying this property <input checked="" type="checkbox"/> cannot assume the remaining balance due under original mortgage terms <input type="checkbox"/> may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.	
<b>PROPERTY INSURANCE:</b> Hazard insurance, including flood insurance if the property is in a Special Flood Hazard Area, is required as a condition of this loan. You may obtain the insurance coverage from any insurance company acceptable to the lender. Complete details concerning insurance requirements will be provided prior to loan closing.	
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<b>PREPAYMENT:</b> If you pay off your loan early, you <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <input type="checkbox"/> may  <input type="checkbox"/> may         </div> <div style="width: 45%;"> <input checked="" type="checkbox"/> will not  <input checked="" type="checkbox"/> will not         </div> <div style="width: 45%;">           be entitled to a refund of part of the finance charge.            have to pay a penalty.         </div> </div>	
<b>See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties.</b>	

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I/We hereby acknowledge reading and receiving a complete copy of this disclosure.

BORROWER ARTURO B MARTINEZ SR	DATE
BORROWER	DATE
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Prepared by: FLORENCE OLSEN

BANK OF AMERICA, N.A.

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CO-BORROWER:  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

AMORTIZATION SCHEDULE

PMT	PAYMENT	PRINCIPAL	INTEREST	BALANCE	PMT	PAYMENT	PRINCIPAL	INTEREST	BALANCE	PMT	PAYMENT	PRINCIPAL	INTEREST	BALANCE
Beginning Balance: \$62,832.00					73	464.76	324.45	140.31	41769.82	147	464.76	415.04	49.72	14500.98
Interest Rate : 4.000%					74	464.76	325.53	139.23	41444.29	148	464.76	416.42	48.34	14084.56
1	464.76	255.32	209.44	62576.68	75	464.76	326.61	138.15	41117.68	149	464.76	417.81	46.95	13666.75
2	464.76	256.17	208.59	62320.51	76	464.76	327.70	137.06	40789.98	150	464.76	419.20	45.56	13247.55
3	464.76	257.02	207.74	62063.49	77	464.76	328.79	135.97	40461.19	151	464.76	420.60	44.16	12826.95
4	464.76	257.88	206.88	61805.61	78	464.76	329.89	134.87	40131.30	152	464.76	422.00	42.76	12404.95
5	464.76	258.74	206.02	61546.87	79	464.76	330.99	133.77	39800.31	153	464.76	423.41	41.35	11981.54
6	464.76	259.60	205.16	61287.27	80	464.76	332.09	132.67	39468.22	154	464.76	424.82	39.94	11556.72
7	464.76	260.47	204.29	61026.80	81	464.76	333.20	131.56	39135.02	155	464.76	426.24	38.52	11130.48
8	464.76	261.34	203.42	60765.46	82	464.76	334.31	130.45	38800.71	156	464.76	427.66	37.10	10702.82
9	464.76	262.21	202.55	60503.25	83	464.76	335.42	129.34	38465.29	157	464.76	429.08	35.68	10273.74
10	464.76	263.08	201.68	60240.17	84	464.76	336.54	128.22	38128.75	158	464.76	430.51	34.25	9843.23
11	464.76	263.96	200.80	59976.21	85	464.76	337.66	127.10	37791.09	159	464.76	431.95	32.81	9411.28
12	464.76	264.84	199.92	59711.37	86	464.76	338.79	125.97	37452.30	160	464.76	433.39	31.37	8977.89
13	464.76	265.72	199.04	59445.65	87	464.76	339.92	124.84	37112.38	161	464.76	434.83	29.93	8543.06
14	464.76	266.61	198.15	59179.04	88	464.76	341.05	123.71	36771.33	162	464.76	436.28	28.48	8106.78
15	464.76	267.50	197.26	58911.54	89	464.76	342.19	122.57	36429.14	163	464.76	437.74	27.02	7669.04
16	464.76	268.39	196.37	58643.15	90	464.76	343.33	121.43	36085.81	164	464.76	439.20	25.56	7229.84
17	464.76	269.28	195.48	58373.87	91	464.76	344.47	120.29	35741.34	165	464.76	440.66	24.10	6789.18
18	464.76	270.18	194.58	58103.69	92	464.76	345.62	119.14	35395.72	166	464.76	442.13	22.63	6347.05
19	464.76	271.08	193.68	57832.61	93	464.76	346.77	117.99	35048.95	167	464.76	443.60	21.16	5903.45
20	464.76	271.98	192.78	57560.63	94	464.76	347.93	116.83	34701.02	168	464.76	445.08	19.68	5458.37
21	464.76	272.89	191.87	57287.74	95	464.76	349.09	115.67	34351.93	169	464.76	446.57	18.19	5011.80
22	464.76	273.80	190.96	57013.94	96	464.76	350.25	114.51	34001.68	170	464.76	448.05	16.71	4563.75
23	464.76	274.71	190.05	56739.23	97	464.76	351.42	113.34	33650.26	171	464.76	449.55	15.21	4114.20
24	464.76	275.63	189.13	56463.60	98	464.76	352.59	112.17	33297.67	172	464.76	451.05	13.71	3663.15
25	464.76	276.55	188.21	56187.05	99	464.76	353.77	110.99	32943.90	173	464.76	452.55	12.21	3210.60
26	464.76	277.47	187.29	55909.58	100	464.76	354.95	109.81	32588.95	174	464.76	454.06	10.70	2756.54
27	464.76	278.39	186.37	55631.19	101	464.76	356.13	108.63	32232.82	175	464.76	455.57	9.19	2300.97
28	464.76	279.32	185.44	55351.87	102	464.76	357.32	107.44	31875.50	176	464.76	457.09	7.67	1843.88
29	464.76	280.25	184.51	55071.62	103	464.76	358.51	106.25	31516.99	177	464.76	458.61	6.15	1385.27
30	464.76	281.19	183.57	54790.43	104	464.76	359.70	105.06	31157.29	178	464.76	460.14	4.62	925.13
31	464.76	282.13	182.63	54508.30	105	464.76	360.90	103.86	30796.39	179	464.76	461.68	3.08	463.45
32	464.76	283.07	181.69	54225.23	106	464.76	362.11	102.65	30434.28	180	464.99	463.45	1.54	0.00
33	464.76	284.01	180.75	53941.22	107	464.76	363.31	101.45	30070.97	ANNUAL SUMMARY				
34	464.76	284.96	179.80	53656.26	108	464.76	364.52	100.24	29706.45	YR	PAYMENT	INTEREST	BALANCE	
35	464.76	285.91	178.85	53370.35	109	464.76	365.74	99.02	29340.71	Beginning Balance: \$62,832.00				
36	464.76	286.86	177.90	53083.49	110	464.76	366.96	97.80	28973.75	1	5577.12	2456.49	59711.37	
37	464.76	287.82	176.94	52795.67	111	464.76	368.18	96.58	28605.57	2	5577.12	2329.35	56463.60	
38	464.76	288.77	175.99	52506.90	112	464.76	369.41	95.35	28236.16	3	5577.12	2197.01	53083.49	
39	464.76	289.74	175.02	52217.16	113	464.76	370.64	94.12	27865.52	4	5577.12	2059.31	49565.68	
40	464.76	290.70	174.06	51926.46	114	464.76	371.87	92.89	27493.65	5	5577.12	1915.99	45904.55	
41	464.76	291.67	173.09	51634.79	115	464.76	373.11	91.65	27120.54	6	5577.12	1766.84	42094.27	
42	464.76	292.64	172.12	51342.15	116	464.76	374.36	90.40	26746.18	7	5577.12	1611.60	38128.75	
43	464.76	293.62	171.14	51048.53	117	464.76	375.61	89.15	26370.57	8	5577.12	1450.05	34001.68	
44	464.76	294.60	170.16	50753.93	118	464.76	376.86	87.90	25993.71	9	5577.12	1281.89	29706.45	
45	464.76	295.58	169.18	50458.35	119	464.76	378.11	86.65	25615.60	10	5577.12	1106.90	25236.23	
46	464.76	296.57	168.19	50161.78	120	464.76	379.37	85.39	25236.23	11	5577.12	924.76	20583.87	
47	464.76	297.55	167.21	49864.23	121	464.76	380.64	84.12	24855.59	12	5577.12	735.22	15741.97	
48	464.76	298.55	166.21	49565.68	122	464.76	381.91	82.85	24473.68	13	5577.12	537.97	10702.82	
49	464.76	299.54	165.22	49266.14	123	464.76	383.18	81.58	24090.50	14	5577.12	332.67	5458.37	
50	464.76	300.54	164.22	48965.60	124	464.76	384.46	80.30	23706.04	15	5577.35	118.98	0.00	
51	464.76	301.54	163.22	48664.06	125	464.76	385.74	79.02	23320.30	-----	-----			
52	464.76	302.55	162.21	48361.51	126	464.76	387.03	77.73	22933.27	83657.03	20825.03			
53	464.76	303.55	161.21	48057.96	127	464.76	388.32	76.44	22544.95					
54	464.76	304.57	160.19	47753.39	128	464.76	389.61	75.15	22155.34					
55	464.76	305.58	159.18	47447.81	129	464.76	390.91	73.85	21764.43					
56	464.76	306.60	158.16	47141.21	130	464.76	392.21	72.55	21372.22					
57	464.76	307.62	157.14	46833.59	131	464.76	393.52	71.24	20978.70					
58	464.76	308.65	156.11	46524.94	132	464.76	394.83	69.93	20583.87					
59	464.76	309.68	155.08	46215.26	133	464.76	396.15	68.61	20187.72					
60	464.76	310.71	154.05	45904.55	134	464.76	397.47	67.29	19790.25					
61	464.76	311.74	153.02	45592.81	135	464.76	398.79	65.97	19391.46					
62	464.76	312.78	151.98	45280.03	136	464.76	400.12	64.64	18991.34					
63	464.76	313.83	150.93	44966.20	137	464.76	401.46	63.30	18589.88					
64	464.76	314.87	149.89	44651.33	138	464.76	402.79	61.97	18187.09					
65	464.76	315.92	148.84	44335.41	139	464.76	404.14	60.62	17782.95					
66	464.76	316.98	147.78	44018.43	140	464.76	405.48	59.28	17377.47					
67	464.76	318.03	146.73	43700.40	141	464.76	406.84	57.92	16970.63					
68	464.76	319.09	145.67	43381.31	142	464.76	408.19	56.57	16562.44					
69	464.76	320.16	144.60	43061.15	143	464.76	409.55	55.21	16152.89					
70	464.76	321.22	143.54	42739.93	144	464.76	410.92	53.84	15741.97					
71	464.76	322.29	142.47	42417.64	145	464.76	412.29	52.47	15329.68					
72	464.76	323.37	141.39	42094.27	146	464.76	413.66	51.10	14916.02					

Prepared by: FLORENCE OLSEN

**BANK OF AMERICA, N.A.**

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

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275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

## SERVICING FEES DISCLOSURE

### PLEASE RETAIN THIS INFORMATION FOR FUTURE REFERENCE

When Bank of America, N.A. ("we" or "us") services your home loan, generally we do not charge fees associated with routine servicing. When you find it necessary to request special services from us, there may be a charge. Below are some of the fees that we charge for services that fall outside of the normal servicing routines. Other Loan Servicers may charge different amounts or charge fees for services not listed below:

Expedited Payoff Service Fee	\$30.00
Payoff Statement via Facsimile Fee (FHA only)	\$ 5.00
Verification of Mortgage	\$15.00
Returned Item	\$40.00

(Please Note: There is no charge for mailing the original Payoff Statement by regular U.S. mail.) In some states there may be a separate charge for preparing additional Payoff Statement.

The fees actually charged may be less than those stated above if there are limitations on fees imposed by the guarantor (for example, Department of Veterans Affairs) or insurer (for example, Federal Housing Administration) of your mortgage loan, or a state law, if not preempted by federal law, governs the amount of the fee.

Other fees may be assessed, depending on your specific request, inquiry or circumstances. Those fees will be disclosed to you before your request is processed. However, in the case of a returned check or electronic draft, whether for insufficient funds or any other reason, a charge will automatically be applied to your home loan account. You will also be responsible for certain fees, such as late charges, you agreed to in your mortgage loan documents. You will receive notices and statements from us that may contain additional information regarding fees and charges.

In the event of a payment default or other default on your loan that could result in acceleration of all sums due under the note, we will assess fees to your loan account for services required to protect the note holder's interest in the property and rights under the security instrument. If such a default occurs, you will receive a notice with a web address where you can view a schedule of fees that may be charged to your account for those services.

This disclosure does not contain a complete list of the types or amount of fees that could be charged over the life of your loan, and the amount of any fee disclosed above is subject to change.



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 1 G 0 9 8 \*

DATE: 10/24/2014  
BORROWER:ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
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NEW LOAN PAYMENT FORM

Thank you for giving  
BANK OF AMERICA, N.A.  
the opportunity to finance your mortgage loan. As you know, your monthly payments are due in our office on or before the  
1st day of each month.  
If you do not receive your monthly payment statement before your first payment due  
date, remit your first payment with this New Loan Payment Form to the payment  
address specified below.

<b>Lender:</b> BANK OF AMERICA, N.A.
<b>First Payment Due Date:</b> DECEMBER 01, 2014
<b>Payee:</b> BANK OF AMERICA, N.A.
<b>Payment Address:</b> P.O. Box 515503, Los Angeles, CA 90051-6803

Many of our customers have their payments automatically debited from their checking  
or savings account. They find this simplifies the task of writing a check. Please  
contact Customer Service if you wish to sign up for this program.

A breakdown of your current monthly payment is shown below. Your total monthly payment may increase or decrease if  
there is a change in the amount of real estate taxes, insurance premiums, or other escrowed items.

Interest only or Principal and Interest	\$ 464.76
Real Estate Taxes	\$
Hazard Insurance	\$ N/A
Mortgage Insurance Premium	\$ N/A
Flood Insurance	\$ N/A
Other:	\$ N/A
	\$ N/A
	\$ N/A
	\$ N/A
	\$ N/A
	\$ N/A
TOTAL MONTHLY PAYMENT	\$ 464.76

WE ARE REQUIRED BY FEDERAL LAW TO MAKE THE FOLLOWING DISCLOSURE TO YOU. WE MAY  
REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED  
PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT  
REPORT.

If your mailing address and/or telephone number has recently changed, call or write to Customer Service at  
1-800.669.6607 or  
P.O. Box 961206, Fort Worth, TX 76161- 0206 .

To request information or to assert a lender error, you must notify us in writing at the following address: Bank of America,  
N.A., P.O. Box 942019, Simi Valley, CA 93094-2019. The notification must include your name and loan number, and must  
state the reasons you believe your loan account is in error and/or sufficient detail regarding information you are requesting.



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 2 G 1 1 0 \*

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower

Co-Borrower

I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain):	Agency Case Number	Lender Case Number
	<input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service		250995621

Amount	Interest Rate	No. of Months	Amortization Type:	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain):	<input type="checkbox"/> ARM (type):
\$ 62,832.00	4.000 %	180			Conf Fixed 15

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, & ZIP)	No. of Units
17359 HIBISCUS ST, FONTANA, CA 92335-4916	1
Legal Description of Subject Property (attach description if necessary)	Year Built
PER TITLE POLICY	1954

Purpose of Loan	<input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be:
	<input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.					
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.					
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
2009	\$ 97,000.00	\$ 40,174.30	HOME IMPROVEMENT	Cost: \$ 0.00	

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
ARTURO B MARTINEZ	, AN UNMARRIED MAN	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)
--

Borrower	III. BORROWER INFORMATION	Co-Borrower
----------	---------------------------	-------------

Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
ARTURO B. MARTINEZ SR							
Social Security Number	Home Phone (incl. area code)	DOB(mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB(mm/dd/yyyy)	Yrs. School
561-06-3203	(909) 823-2654	12/18/1955	12				
<input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)		Dependents (not listed by Co-Borrower)		<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)		Dependents (not listed by Borrower)	
<input type="checkbox"/> Separated		no. ages		<input type="checkbox"/> Separated		no. ages	
		0					
Present Address (street, city, state, ZIP)				Present Address (street, city, state, ZIP)			
17359 HIBISCUS ST							
FONTANA, CA 92335-4916							
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			

If residing at present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP)		<input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.	

Former Address (street, city, state, ZIP)		<input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.	

Borrower	IV. EMPLOYMENT INFORMATION	Co-Borrower
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Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job	Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job
PHOENIX MOTORCARS		07Yrs 02Mos			
		Yrs. employed in this line of work/profession			Yrs. employed in this line of work/profession
401 S DOUBLEDAY AVE		20			
ONTARIO, CA 91761					
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)		
TRUCK DRIVER/AUTOMOTIVE	(909) 230-5150				

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from – to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from – to)
		Monthly Income			Monthly Income
		\$			\$

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from – to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from – to)
		Monthly Income			Monthly Income
		\$			\$

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)





V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 3466.67	\$ 0.00	\$ 3466.67	Rent	\$ 0.00	
Overtime	0.00	0.00	0.00	First Mortgage (P&I)	440.00	\$ 464.76
Bonuses	0.00	0.00	0.00	Other Financing (P&I)	0.00	0.00
Commissions	0.00	0.00	0.00	Hazard Insurance	57.09	57.09
Dividends/Interest	0.00	0.00	0.00	Real Estate Taxes	134.96	134.96
Net Rental Income	0.00	0.00	0.00	Mortgage Insurance	0.00	0.00
Other (before completing, see the notice in "describe other income," below)	0.00	0.00	0.00	Homeowner Assn. Dues	0.00	0.00
				Other:	0.00	0.00
Total	\$ 3466.67	\$ 0.00	\$ 3466.67	Total	\$ 632.05	\$ 656.81

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C		Monthly Amount
		\$

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed ☐ Jointly ☒ Not Jointly

ASSETS	Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
Description				
Cash deposit toward purchase held by:	\$ \$			
List checking and savings accounts below		LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union BANK OF AMERICA		Name and address of Company TOTAL MORTGAGE OBLIGATIONS FROM THE SCHEDULE OF REAL ESTATE OWNED	\$ Payment/Months 440.00 PER MONTH	\$ 40174.30
Account Type: SAVINGS		Acct. No. TAXES/INS/MAINT/ETC.	334.94	
Acct. No. 00000000001999809518	\$ 79108.59	Name and address of Company SYNCB/ASHHOM	\$ Payment/Months 51 PMTS @ 49.00 PER MONTH	\$ 2527.00
Name and address of Bank, S&L, or Credit Union		Acct. No. 1001-0061		
Acct. No.	\$	Name and address of Company DISCOVERBANK	\$ Payment/Months 6 PMTS @ 35.00 PER MONTH	\$ 215.00
Name and address of Bank, S&L, or Credit Union		Acct. No. 1002-1791		
Acct. No.	\$	Name and address of Company AMEX	\$ Payment/Months 3 PMTS @ 10.00 PER MONTH	\$ 37.00
Name and address of Bank, S&L, or Credit Union		Acct. No. 1003-3223		
Acct. No.	\$	Name and address of Company BK OF AMER	\$ Payment/Months 1 PMTS @ 25.00 PER MONTH	\$ 37.00
Stocks & Bonds (Company name/number & description)	\$	Acct. No. 1004-3355		
Life insurance net cash value Face amount: \$ 0.00	\$	Name and address of Company AM HONDA FIN	\$ Payment/Months 47 PMTS @ 384.00 PER MONTH	\$ 18070.00
Subtotal Liquid Assets	\$ 79108.59	Acct. No. 171470943		
Real estate owned (enter market value from schedule of real estate owned)	\$ 445000	Name and address of Company WFDS/WDS	\$ Payment/Months 21 PMTS @ 221.00 PER MONTH	\$ 4711.00
Vested interest in retirement fund	\$ 0.00	Acct. No. 518392380442		
Net worth of business(es) owned (attach financial statement)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
Automobiles owned (make and year)	\$	Job-Related Expense (child care, union dues, etc.)	\$	
Other Assets (itemize)	\$	Total Monthly Payments	\$ 1498.94	
Total Assets a.	\$ 524108.59	Net Worth (a minus b) ► \$ 458337.29	Total Liabilities b.	\$ 65771.30



CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark <b>B</b> for Borrower or <b>C</b> for Co-Borrower.	Borrower: ARTURO B. MARTINEZ SR	Agency Case Number:
	Co-Borrower:	Lender Case Number: 250995621

Borrower	III. Borrower Information Continued	Co-Borrower
Borrower's Primary E-Mail Address ARTM@PHOENIXMOTORCARS.COM		Co-Borrower's Primary E-Mail Address
Borrower's Secondary E-Mail Address		Co-Borrower's Secondary E-Mail Address

No Additional Information Required

Under California Civil Code 1812.30(j) "Credit applications for the obtainment of money, goods, labor, or services shall clearly specify that the applicant, if married, may apply for a separate account."

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X		X	

Prepared by: FLORENCE OLSEN

**BANK OF AMERICA, N.A.**

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

## ADDENDUM TO LOAN APPLICATION

**Borrower:** Are you in a Civil Union or a Domestic Partnership?  
☐ NO ☐ YES

**Co-Borrower:** Are you in a Civil Union or a Domestic Partnership?  
☐ NO ☐ YES

Persons who enter into a Civil Union or Domestic Partnership may have all the same rights, obligations, and responsibilities of spouses in a marriage. As a result, Lender may require that Civil Union partners or Domestic Partners sign the security instrument to ensure enforceability of the Lender's lien.

You should consult an attorney for specific legal advice regarding your property rights and benefits, protections, and responsibilities.

\_\_\_\_\_  
Borrower Date  
ARTURO B. MARTINEZ SR

\_\_\_\_\_  
Co-Borrower Date



DATE: 10/24/2014

BORROWER: ARTURO B. MARTINEZ SR

CASE NO:

LOAN NO: 250995621

PROPERTY: 17359 HIBISCUS ST

FONTANA, CA 92335-4916

Office #: 0040030

275 VALENCIA AVE

BREA, CA 92823

Phone: (877)420-7570

Office Fax No.: (866)409-1050

SCHEDULE OF REAL ESTATE OWNED

Page 1 of 1

PROPERTY		TYPE OF MORTGAGE	ACQUISITION DATE	ACQUISITION COST	% OF OWNERSHIP	MARKET VALUE	STATUS RENTAL/OO	PROPERTY TYPE	PENDING SALE
17359 HIBISCUS ST FONTANA, CA 92335-4916		CONV	08/01/2009	97000	100.00	245000	OO	SFR	NO
	LENDER	ACCOUNT NO.		P & I		BALANCE	% OF LIABILITY	LIABILITY	
1st MORTGAGE	BK OF AMER	874651805		440.00		40174.30	100.00	40174.30	
2ND LIEN									
3RD LIEN									
RENTAL INCOME	* VACANCY ALLOWANCE	TAXES	MI	HAZARD	DUES	UTILITIES	P & I	% RENTAL	NET RENTAL INCOME
N/A	N/A N/A	134.96	0.00	57.09	0.00	0.00	440.00	0.00	N/A

PROPERTY		TYPE OF MORTGAGE	ACQUISITION DATE	ACQUISITION COST	% OF OWNERSHIP	MARKET VALUE	STATUS RENTAL/OO	PROPERTY TYPE	PENDING SALE
1454 HARDT ST. SAN BERNARDINO, CA 92408		CONV	05/20/1996	100000	100.00	200000	SH	SFR	NO
	LENDER	ACCOUNT NO.		P & I		BALANCE	% OF LIABILITY	LIABILITY	
1st MORTGAGE				0.00		0.00	100.00	0.00	
2ND LIEN									
3RD LIEN									
RENTAL INCOME	* VACANCY ALLOWANCE	TAXES	MI	HAZARD	DUES	UTILITIES	P & I	% RENTAL	NET RENTAL INCOME
N/A	0% N/A	142.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	MARKET VALUE	BALANCE	GROSS RENTAL INCOME	P & I	TAXES, INS. MAINTENANCE AND MISC.	NET RENTAL INCOME
TOTALS	445000	40174.30	0.00	440.00	334.94	0.00

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

FHA MORTGAGORS ONLY: "I hereby certify, under penalty of U.S. Criminal Code, Section 1010, Title 18, U.S.C., that I have included in this schedule all the properties I own and/or have under contract, and that the above figures are true and correct and are submitted for the purpose of obtaining mortgage insurance under the National Housing Act."

NOTE: FHA mortgagors who are purchasing or refinancing a rental property and whose total ownership and contracts to purchase residential properties exceed six units, must submit a map showing the location of these properties if six or more are located in the same city/suburban area.

\* Vacancy allowance for FHA loans must be at least 5% of rent. Check with local HUD office. / Conv loans: 25%.

Schedule of Real Estate Owned  
2C065-US (07/08).01(d/i)



DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916



## PAYPLAN ENROLLMENT AUTHORIZATION

### INSTRUCTIONS

STAPLE VOIDED CHECK HERE

#### To Enroll in/or Accept PayPlan:

1. Select the appropriate draft date.
2. Indicate any additional amount you would like debited and posted toward additional principal for every draft.
3. Write the account and routing number from which payments should be drafted. Indicate the type of account.
4. Place an "X" in the Accept box and sign and date on the applicable line, in the Authorizations box provided (sign only in the signature box).
5. Staple a voided check or savings deposit slip to the left. Do not staple attachment over the Drafting Instructions box.

Other PayPlan options may be available. Please call Customer Service at 1.866.767.4131 (en Español 1.866.767.4140) for more information.

#### To Decline PayPlan:

Place an "X" in the Decline box in the bottom right-hand corner of the Authorizations box at the bottom of this page then initial and date.

Name: ARTURO B. MARTINEZ SR  
Address: 17359 HIBISCUS ST  
City/State/Zip: FONTANA, CA 92335-4916

Loan No.: 250995621

### PAYPLAN TYPE SETUP

- ☐ **PayPlan 12** Please choose the draft date on which you would like your recurring payment to be drafted:  
(E.g. For the 1st, enter a 1, For the 2nd, enter a 2, etc.)

- Draft date must occur each month prior to the end of your late payment grace period, as described in your Note.
- If a date is not selected, Servicer will select the draft date.

There is no transaction fee if your payment is drafted from a Bank of America Checking or Savings account. If your payment is drafted from a non-Bank of America account, there is no transaction fee during the first one-half of your grace period and there is a \$4.00 per draft fee during the second half of your grace period as described in your Note.

### PAYPLAN DRAFTING INSTRUCTIONS

#### Additional Principal Amount: \$

(These funds will be drafted with each regular payment in **addition** to your minimum payment due. These funds will be applied toward your principal balance.)

Account Type: ☐ Checking or ☐ Savings

Routing No.:

Account No.:

Your financial institution must be a member of the Federal Reserve System to qualify for any services. These services may not be available to some credit unions, money market or business accounts.

### PAYPLAN AUTHORIZATION

- ☐ **I ACCEPT PayPlan.**  
I have read, understand, and agree to the Electronic Payment Service Agreement, attached with this form, to be kept with my records.

- ☐ **I DECLINE PayPlan**  
at this time.

Authorized Signature

Date

Initial

*NOTE: Continue to make payments by check until you are notified in writing when the first electronic draft will begin (approximately one month from receipt of your completed authorization form). Please retain a copy of the Electronic Payment Service Agreement for your records.*

Date



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 0 1 G 2 5 9 \*

# ELECTRONIC PAYMENT SERVICE AGREEMENT

**1. Terms and Conditions:** I ("I", "my", "me" and "Borrower" refer to all borrowers) understand that although I am not required to use this service to pay my home loan referenced in my authorization (my "Loan"), I request that Bank of America, N.A., including their agents, successors and assigns ("Servicer") enroll me in the automated electronic payment service (the "Service"), as a convenience to me under the terms and conditions set forth in this Electronic Payment Service Agreement (this "Agreement"), and I agree to the following:

**2. How Long I Must Pay the Current Way and Limiting Conditions:** I authorize Servicer to initiate electronic debits from the financial institution associated with the financial routing number in my authorization (my "Financial Institution") from the referenced financial account number (my "Financial Institution Account"), in order to pay for my scheduled payments under my Loan plus the cost of any goods or services that I request. I will continue to initiate and make my payments with respect to my Loan through other payment methods until I am notified in writing when the first automatic payment begins (approximately 1 month from my authorization, subject to verification of information). I am responsible for verifying that my Financial Institution is a member of the Federal Reserve System, which is a requirement under this Agreement, and allows Servicer to perform the Service. **I AM RESPONSIBLE FOR MAKING PAYMENTS ON MY LOAN BY OTHER MEANS, IF ANY PAYMENTS ARE NOT DRAFTED ON THE SCHEDULED DRAFT DATE NO MATTER THE CAUSE.** The Servicer's obligations with respect to the Service shall terminate upon payment-in-full of my Loan.

**3. How This Plan Works:** Servicer may send multiple drafts to my Financial Institution during each scheduled withdrawal date: One draft will be for the payment amount I have requested to be drafted, and the other draft will be for fees and charges that correspond to the Service that I have selected, if applicable. If any draft is returned or rejected by my Financial Institution, Servicer will not be responsible for any additional fees assessed to me by my Financial Institution. If my scheduled draft date from my Financial Institution Account falls on a holiday or weekend, my electronic payment may be debited from my Financial Institution Account on the next business day. The electronic payment amount will automatically adjust to any new scheduled payment amount that may result from the terms of my Loan documents. Servicer will give me advance notice of the new payment amount. **Such adjustments may include but are not limited to increases or decreases in the scheduled monthly payment as a result of adjustments to the interest rate or required escrow amount pursuant to the terms of my Loan documents. I understand that I am responsible for ensuring that there are sufficient funds in my Financial Institution Account to pay the scheduled monthly payment, including any new scheduled monthly payment amount.** I understand that transfer of funds will not occur if there are insufficient funds in my Financial Institution Account or my Financial Institution refuses to pay amounts for any reason **and that I will be responsible for any fees related to such nonpayment as set forth in Section 6.** If there are insufficient funds in my Financial Institution Account or my Financial Institution refuses to pay amounts to Servicer for any reason, Servicer will attempt to cause my Financial Institution to draft from my Financial Institution Account two (2) times. I understand that my Financial Institution may attempt to draw upon my Financial Institution Account more than twice, and that such process is in no way related to Servicer. If the second attempt by Servicer to cause my Financial Institution to draft from my Financial Institution Account fails, I will be responsible for paying the funds owed under this Agreement and my Loan documents immediately, and I may be automatically terminated from the Service. If three (3) separate debit processes are rejected by my Financial Institution on the first attempt by Servicer, I may be automatically terminated from the Service without further notice from Servicer. If I am terminated from the Service, I shall have no further rights under this Agreement, and Servicer shall have no further

obligations under this Agreement. I will continue to be responsible for any fees or charges related to this Agreement for services rendered, and the fees or charges owed will be added to my Loan obligation.

**4. How and When My Payments will be Applied:** Servicer will apply fully scheduled payment amounts to my Loan account based upon the priority of payment/application provisions set forth in my Loan documents. PayPlan 12: Twelve (12) monthly drafts will occur and will be applied as twelve (12) scheduled payments. My scheduled draft date must be prior to the end of the late payment grace period set forth in my Loan documents. The service is free for a draft date selected during the **first one-half** of my grace period. For a draft date selected during the **second one-half** of my grace period, **a \$4.00 transaction fee will be applied. These fees do not apply if my drafting account is a Bank of America Checking or Savings account.**

**5. What I Must Do if My Loan Becomes Delinquent:** If my Loan becomes delinquent or I am otherwise in default, I will notify Servicer at the address set forth in Section 6 below and make any payments myself, by check or other method, to bring and keep my Loan current and my payments consistent with the Service's payment schedule. Servicer may attempt to cause my Financial Institution to debit my Financial Institution Account within a reasonable time in order to keep me current with the Service. I further understand and agree that electronic debits from my Financial Institution Account may cause other items submitted for payment, which are not related to the Service or my Loan not to be paid. I agree that I am solely responsible for items not paid and that I accept responsibility for maintaining my financial affairs.

**6. Nonpayment by My Financial Institution, Notification and Cancellation by Me or Servicer:** I understand and agree that I will be charged an insufficient funds fee for each transaction that results in nonpayment from my Financial Institution Account, and that such nonpayment could result in a late payment fee under my Loan documents. The maximum insufficient funds fee amount that I will be charged is the maximum amount allowed by applicable law. I agree that Servicer may draft insufficient funds fees and late payment fees from my Financial Institution Account under this Agreement. If my Loan is delinquent or otherwise in default, automatic payment may not take place unless Servicer, in its sole discretion allows the automatic payment. The Service may be cancelled, in Servicer's sole discretion, at any time, and may not be transferable, if the servicing of my Loan is sold or transferred to another loan servicer. To cancel the Service, I must deliver to Servicer a signed letter (which must include my Loan number) from me, or on my behalf, stating that I choose to cancel the Service and setting forth the last date for payment under the Service at least five (5) days prior to the next scheduled draft. The letter must be delivered to Servicer at the following address: **Electronic Payment Systems, P.O. Box 218-48, Greensboro, NC 27499-2018.** In the event my Financial Institution changes or an update to the current information is required to successfully draft from my Financial Institution Account, I agree to provide this information to Servicer at least ten (10) days in advance of any changes that would interrupt the Service.

**7. My Loan Documents Remain Binding and Enforceable; Non-Assignability:** I understand and agree that the Service does not modify the original terms and conditions of my Loan obligations. If I am planning to pay off my Loan and the draft date is within ten (10) days of my payoff date, I will notify Servicer at least ten (10) days in advance of the payoff date to have the Service cancelled. Failure to provide such notification to Servicer may result in excess funds being drafted from my Financial Institution Account. Payment in full of my loan will terminate Servicer's but not my, obligations under this Agreement. I hereby release and will indemnify Servicer for any and all losses, damages, claims, costs and expenses resulting from any party claiming that Servicer is not authorized to draft my Financial Institution Account as set forth in this Agreement. I understand and agree that I cannot assign this Agreement or my rights under this Agreement to another person or entity. Assignment by me to a third party will automatically terminate my

rights, but not my obligations, under this Agreement.

**8. Notice of Grievances; Attorney's Fees; Severability:** I may not commence or join in to any judicial action against Servicer that arises from this Agreement or that alleges that the other party has breached any provision of, or any duty owed by reason of this Agreement, until I have notified Servicer (with such notice given in compliance with the requirements of this Agreement and my Loan documents) of such alleged breach and afforded Servicer a reasonable period after the giving of such notice to take corrective action. If applicable law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for the purposes of this paragraph. Should either party institute any action or proceeding to enforce any provision with respect to this Agreement or for damages by reason of any alleged breach of any provision in this Agreement, the prevailing party shall recover his or its attorneys' fees, costs and expenses in connection with such action from the non-prevailing party. In the event any part of this Agreement cannot be carried out due to lack of enforceability under the law, all other provisions will remain valid.

**9. Incorporated Documents to this Agreement; Knowledge and Consent:** I understand that a payment schedule with respect to the Service may be sent to me once I am enrolled in the Service. The payment schedule is incorporated into and made a part of this Agreement. Unless provided otherwise by Servicer, the payment schedule is the only incorporated document to this Agreement. Unless expressly set forth herein. Each party warrants and covenants that this Agreement constitutes the entire understanding and agreement of the

parties with respect to this Service, and any and all prior agreements, understandings or representations, whether oral or written, with respect to this Service, or any other electronic payment services with Servicer or other parties with respect to my Loan, are merged into this Agreement. No representations, oral or otherwise, express or implied, other than those contained in this Agreement have been made by either party. Each party acknowledges that it has read and understands this Agreement. I warrant and represent this Agreement is entered into voluntarily and without duress or undue influence. I acknowledge that I have been provided with a copy of this Agreement for my records. If I provided my authorization by telephone, I agree and acknowledge that this Agreement sets forth the Service terms to which I agree.

**10. Servicer's Right to Modify or Cancel; Fees:** Servicer reserves the right to cancel, modify, restrict, waive or terminate this Agreement or any aspect of this Agreement at its sole discretion, including but not limited to fees and charges, at any time upon sending written notice to me at my notice address under my Loan documents. I understand and agree that I may simply reject any offered change, restriction or modification by canceling the Service as set forth in Section 6 above at least five (5) business days prior to the next scheduled draft date. I further understand and agree that I have agreed to any change, restriction or modification. If I fail to timely cancel the Service with respect to the draft. **I understand and agree that no fees or charges will be refunded to me upon termination or cancelation, whether voluntary or involuntary.**



DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

PROPERTY CONDITION  
CERTIFICATION AND ACKNOWLEDGMENT

I certify that:

1. I or my agent inspected the Property.
2. I accept the Property in its current condition.
3. No flood waters have entered any of the living areas.
4. I believe the Property to be structurally sound and without material defect.
5. I have not received nor am I aware of any information about the Property's condition which might affect your decision to lend money against the Property.
6. If I learn of any information about the Property's condition which might affect your decision to lend money against the Property before my loan funds, I will bring it to your immediate attention in writing.

I acknowledge that:

1. You are making this loan and allowing me to close this transaction in reliance on the above certifications.
2. If I discover any structural defects after the loan funds, I will remain obligated to repay the loan.

I am signing this Certification for the purpose of inducing you to make this loan and not for the benefit of any other person or entity.

Borrower

ARTURO B. MARTINEZ SR

Date

Borrower

Date

Borrower

Date

Borrower

Date



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AUTHORIZATION FOR IMPOUND ACCOUNT

I/We, the undersigned, authorize, our Lender, or its assigns, to collect monthly, in addition to principal and interest as prescribed by the terms of the Note, a monthly amount sufficient to pay taxes, insurance and bond assessments, and other charges that come due during the year.

I/We fully understand this is not a condition of the Lender making this loan.

Borrower ARTURO B. MARTINEZ SR Date

Borrower Date

Borrower Date

Borrower Date



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 0 2 C 0 3 3 \*

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
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DOCUMENT CORRECTION AND FEES DUE AGREEMENT

**AGREEMENT TO CORRECT MISSTATED OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES:** In consideration of Lender disbursing funds for the closing of the Loan secured by the Property being encumbered, and regardless of the reason for any loss of, misplacement of, inaccuracy in, or failure to sign any Loan documentation, Borrower(s) agrees as follows: If any document is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan, or otherwise missing upon request of the Lender, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, inaccurate or otherwise missing document(s). If the original promissory note is replaced, the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as "Documents." Borrower(s) agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement. Borrower(s) also agrees that at any time, upon request by Lender, including at the time of loan pay-off, Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the Loan, which for whatever reason was not collected at closing ("Fees"). Such amount due from Borrower(s) may also be off-set by Lender from any funds held by Lender, for Borrower's benefit, after loan pay-off. Borrower(s) further agrees that if funds are collected by Lender at closing to pay any outstanding Escrow Items for (a) taxes and assessments; (b) hazard or property insurance premiums; (c) leasehold payments or ground rents on the property; (d) flood insurance premiums; or (e) mortgage insurance premiums, and if those Escrow Items have been or are paid by Lender from Borrower's old escrow account, then Lender may retain those funds to reimburse Lender for any shortage in Borrower's old escrow account that results from such payment.

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

**FAILURE TO DELIVER DOCUMENTS CAN CONSTITUTE DEFAULT:** If the Loan is to be guaranteed by the Department of Veterans Affairs ("VA") or insured by the Federal Housing Administration ("FHA"), Borrower(s) failure or refusal to comply with the terms of the correction request may constitute a default under the note and/or deed of trust, and may give Lender the option of declaring all sums secured by the loan documents immediately due and payable. If applicable, Borrower(s) further acknowledges that Lender estimated the amount of the one-time FHA Mortgage Insurance Premium (MIP) or VA Funding Fee at the time the loan was made. Borrower(s) hereby agrees and consents that Lender has the right to apply to the debt any amount held by the Lender in excess of the actual MIP or VA Funding Fee, as an offset against the debt.

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

**RETURNED PAYMENTS:** The Borrower understands and agrees that for the life of the loan, Borrower will be charged a fee for each transaction that results in nonpayment from Borrower's financial institution account. The maximum amount that Borrower will be charged is that legally permitted in the state the property associated with this loan is located, unless otherwise expressly limited or prohibited by law.

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

ARTURO B. MARTINEZ SR (Borrower)

(Borrower)

(Borrower)

(Borrower)



Prepared by: FLORENCE OLSEN

**BANK OF AMERICA, N.A.**

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
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## ESCROW WAIVER

Lender ("you") and Borrower ("I" or "my") agree as follows:

1. You will waive the requirement that I establish and maintain an escrow account ("Escrow Waiver") for the payment of property taxes, insurance premiums, assessments and other charges as described in the Security Instrument (the "Escrow Items").
2. In consideration of this Escrow Waiver, I understand the pricing on my loan may be higher.
3. I will pay the full amount of Escrow Items directly, when and where payable, before the date on which they would become delinquent.
4. If requested by you, I will submit satisfactory evidence that the Escrow Items have been paid timely.
5. If I fail to pay the amount due for an Escrow Item, you may pay that amount and the amounts you disburse will become additional debt secured by the Security Instrument and will bear interest at the Note rate.
6. You may revoke this Escrow Waiver at any time and enforce the escrow account provisions in my loan documents.

By signing below, I understand and agree to the terms of this Escrow Waiver.

\_\_\_\_\_  
Signature ARTURO B. MARTINEZ SR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Escrow Waiver Agreement  
1D668-US (05/09)(d/i)

Page 1 of 1



DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
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## IMPORTANT INFORMATION ABOUT PROPERTY TAXES ON NEW CONSTRUCTION

### WHY PROPERTY TAXES INCREASE

On a newly constructed home, the property taxes are typically very low the first year because taxes are based on the assessed value of the land only. The following year the taxing authorities will reassess the value of the property with the new home and will levy taxes on the improved value. This will result in a significant increase in the property taxes.

### ESTIMATING YOUR PROPERTY TAXES

We will conduct an analysis to estimate how much money you need to deposit into an escrow account at closing to cover future payments of property taxes and insurance. Because your property is new construction, federal law allows us to base the property tax estimate on the assessed value of comparable improved residential properties in the market area. This will avoid a significant increase in the escrow portion of your payment when your property is reassessed and your taxes are increased based upon the improved value.

### WHAT THIS MEANS TO YOU

Unless we waive the escrow account requirement, you will pay an escrow payment each month as part of your loan payment. The escrow payment will be deposited into an escrow account for future payments of property taxes and insurance. During the first year, the tax portion of your escrow payment will be an estimated amount based on the improved value of your property. If we agree to waive the requirement for an escrow account, it is important for you to set aside money on your own for the increased property tax payment.

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Borrower ARTURO B. MARTINEZ SR

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Borrower

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Borrower

---

Borrower



\* 2 3 9 9 1 \*



\* 2 5 0 9 9 5 6 2 1 0 0 0 0 1 D 7 4 1 \*

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) ARTURO B MARTINEZ SR	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►  <input type="checkbox"/> Other (see instructions) ►	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 17359 HIBISCUS ST	Requester's name and address (optional)
City, state, and ZIP code FONTANA, CA 92335-4916	
List account number(s) here (optional)	

Part I

Taxpayer Identification Number (TIN)

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

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

Social security number

561-06-3203

Employer identification number

Part II

Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of  
U.S. person ► ARTURO B MARTINEZ SR

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.  
**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:  
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),  
2. Certify that you are not subject to backup withholding, or  
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and  
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.  
**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.  
**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:  
• An individual who is a U.S. citizen or U.S. resident alien,  
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,  
• An estate (other than a foreign estate), or  
• A domestic trust (as defined in Regulations section 301.7701-7).  
**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity’s name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulation section 301.7701-2(c)(2)(iii). Enter the owner’s name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

**Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

- The following codes identify payees that are exempt from backup withholding:
- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
  - 2—The United States or any of its agencies or instrumentalities
  - 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
  - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
  - 5—A corporation
  - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
  - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
  - 8—A real estate investment trust
  - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
  - 10—A common trust fund operated by a bank under section 584(a)
  - 11—A financial institution
  - 12—A middleman known in the investment community as a nominee or custodian
  - 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.



What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Form  
(Rev. September 2013)  
Department of the Treasury  
Internal Revenue Service

4506-T

Request for Transcript of Tax Return

▶ Request may be rejected if the form is incomplete or illegible.

OMB No. 1545-1872

**Tip.** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](https://www.irs.gov) and click on "Order a Return or Account Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.  ARTURO B. MARTINEZ SR	<b>1b</b> First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)  561-06-3203
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions) ARTURO B. MARTINEZ SR 17359 HIBISCUS ST, FONTANA, CA 92335-4916	
<b>4</b> Previous address shown on the last return filed if different from line 3 (see instructions)	
<b>5</b> If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. BANK OF AMERICA, N.A. FL1-907-01-06 PO BOX 31590 TAMPA, FL 33633-1198	

**Caution.** If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

<b>6</b> Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ 1040, 1099, W-2	
<b>a</b> Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days	<input checked="" type="checkbox"/>
<b>b</b> Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days	<input type="checkbox"/>
<b>c</b> Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days	<input type="checkbox"/>
<b>7</b> Verification of Nonfiling, which is proof from the IRS that you <b>did not</b> file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days	<input type="checkbox"/>
<b>8</b> Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days	<input checked="" type="checkbox"/>

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

<b>9</b> Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. 12/31/2013 12/31/2012	
Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved <b>identity theft</b> on your federal tax return	<input type="checkbox"/>

**Caution.** Do not sign this form unless all applicable lines have been completed.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

Sign Here		Phone number of taxpayer on line 1a or 2a (909) 823-2654
	Signature (see instructions)	Date
	Title (if line 1a above is a corporation, partnership, estate, or trust)	
	Spouse's signature	Date



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

Future Developments

For the latest information about Form 4506-T and its instructions, go to [www.irs.gov/form4506t](http://www.irs.gov/form4506t). Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

**CAUTION.** *Do not sign this form unless all applicable lines have been completed.*

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

**Note.** If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Automated transcript request.** You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on “Order a Return or Account Transcript” or call 1-800-908-9946.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	512-460-2272
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	Internal Revenue Service RAIVS Team Stop 37106 Fresno, CA 93888
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	559-456-5876
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	Internal Revenue Service RAIVS Team Stop 6705 P-6 Kansas City, MO 64999
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	816-292-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	801-620-6922
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	859-669-3592

**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P. O. box, include it on this line.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note.** If the address on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party—Business.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

**Signature by a representative.** A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form,** 10 min.; **Preparing the form,** 12 min.; and **Copying, assembling, and sending the form to the IRS,** 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service  
Tax Forms and Publications Division  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

**BANK OF AMERICA, N.A.**

Payoff Department  
Mail Stop TX1-160-06-19  
1950 N Stemmons Fwy, Suite 6020, Dallas InfoMart  
Dallas, TX 75207  
Phone: 1-800-669-5833  
Fax: 1-888-836-8714

**Amended**  
**PAYOFF DEMAND STATEMENT**  
Statement Date: OCTOBER 22, 2014  
Statement Void After: OCTOBER 31, 2014

<b>Mailed to:</b>  275 Valencia Ave Brea, CA 92823 Faxed To : (409)105-0000 Escrow #: 150160679909 Refi Loan # : 250995621 Principal Balance as of 10/01/2014 Interest from 10/01/2014 to 10/31/2014 County Recording Fee Reconveyance Fee	(CONV)	<b>Property Address:</b> Arturo B Martinez 17359 Hibiscus St Fontana, CA92335  <b>Payoff Loan No.:</b> 874651805-2 <b>Case #:</b> CA  <table border="0" style="width: 100%;"><tr><td style="width: 80%;"></td><td style="width: 10%; text-align: right;">\$</td><td style="width: 10%; text-align: right;">39,923.63</td></tr><tr><td></td><td></td><td style="text-align: right;">155.87</td></tr><tr><td></td><td></td><td style="text-align: right;">25.00</td></tr><tr><td></td><td></td><td style="text-align: right;">45.00</td></tr></table>		\$	39,923.63			155.87			25.00			45.00
	\$	39,923.63												
		155.87												
		25.00												
		45.00												

Total Amount Required to Release the Lien As of OCTOBER 31, 2014				\$	40,149.50
*Expedited Payoff Service Fee					30.00
Total Amount Due				\$	40,179.50

\*Please refer to important information about this fee on Page 3 of this statement.

See next page for important information

Payoff Demand Statement Page 2

**Arturo B Martinez**

Daily Interest <sup>1</sup>	From	To	Interest Rate
5.1955	10/01/2014	10/31/2014	4.750 %

<sup>1</sup> Daily Interest = Principal Balance x Interest Rate : 365.

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE October 31, 2014 .

Payoff funds must be made payable to  
BANK OF AMERICA, N.A.

and will be accepted by WIRE or CERTIFIED FUNDS ONLY. They MUST reference the  
Bank of America

**loan number, property address and borrower's name** in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due on the return of the funds to the remitter. Funds received after 2:00 p.m. Central Time may be posted the following business day.

**Wire funds to:**

Bank: Bank of America, N.A.

ABA Routing #: 026 009 593

Acct Name: Mortgage Receipts Clearing (MRC)

Acct Number: 12356-19173

Reference: Arturo B Martinez

Loan Number: 874651805

**Mail funds to:**

BANK OF AMERICA, N.A.

Attention: Payoff Department

Mail Stop TX1-160-06-19

1950 N Stemmons Fwy, Suite 6020, Dallas InfoMart  
Dallas, TX 75207

**ESCROW ACCOUNT INFORMATION:**

Escrow Item	Last Payment Date	Last Payment Amount	Next Installment Date

Please call 1-800-669-5833 for updated payoff information within 24 hours of submitting funds.

The payoff amount is subject to change for various reasons, including but not limited to the following:

- If you have sent in a payment that we have not yet posted. (**DO NOT** place a stop payment on any check.)
- If your payment has been returned to us by your financial institution for any reason.
- If a scheduled payment(s) is disbursed from your escrow account for taxes, insurance, or other escrow items.
- Potential collection charges that may be applied if your account is past due.
- Late charges for delinquent payments received after: 11/16/2014
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to

BANK OF AMERICA, N.A.

See next page for important information

Payoff Demand Statement Page 3      **Arturo B Martinez**

**IF BANK OF AMERICA RECEIVES FUNDS GREATER THAN WHAT IS REQUIRED TO PAY OFF YOUR LOAN, WE WILL AUTOMATICALLY PROCESS THE OVERAGE WITHIN 20 DAYS OF PAYOFF.**

**Nota:** Si necesita la información incluida en la Demanda de Liquidación traducida al Español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al 1-800-295-0025

\*As you have been informed prior to ordering this statement, Bank of America provides free verbal payoff information through an automated telephone system at 1-800-669-5833. Instead, you have elected to purchase Bank of America's written expedited payoff service, for a charge of \$30.00, which includes free automatic updates through the expiration of the demand. The payment of this fee is NOT a condition for the release or reconveyance of the Security Instrument. If you request further written payoffs, they will be subject to an additional charge of \$30.00 per statement, if allowed by applicable law.

If you are planning to pay off your loan and the draft date is near your payoff date, you must contact Bank of America five business days prior to the scheduled draft date to have your electronic draft service cancelled before the loan is paid off. Failure to cancel the service after a payoff is ordered may result in excess funds being drafted from your financial account. These funds will be returned with any other additional funds held in your account after the payoff is complete.



AFFILIATED BUSINESS ARRANGEMENT  
DISCLOSURE STATEMENT

Applicant(s):  
ARTURO B. MARTINEZ SR

Property Address:  
17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Loan Number: 250995621

Date: 10/24/2014

We are pleased that you have chosen us to serve your financing needs. We are sending this Disclosure Statement to you on behalf of Bank of America, N.A. (“Lender”) and Merrill Lynch, Pierce, Fenner & Smith, Incorporated (“Merrill Lynch”), who may have referred you to us. Merrill Lynch has a business relationship with Lender; Lender has a business relationship with Merrill Lynch, as each entity is a wholly owned indirect subsidiary of Bank of America Corporation. Because of this relationship, this referral may provide the referring entity a financial or other benefit.

A. Set forth below and on the following pages are the estimated charges or range of charges for the settlement services listed. You are **NOT** required to use the listed Providers as a condition for settlement of your loan on the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.** If a Provider does not offer a settlement service shown below that is required for your loan, Lender may select a non-affiliated provider.

Provider	Settlement Service	Charge or Range of Charges
Bank of America, N.A.	Mortgage Loans	Lender origination charges vary depending on loan amount and loan program.
Banc of America Insurance Services, Inc. Bank of America, N.A.	Hazard Insurance and Flood Insurance	\$100 - \$5,000 per year for homeowners insurance; \$40 - \$1,400 per year for flood insurance (Amounts vary based on property value and type(s) of coverage selected.) Higher amounts may apply for high value properties.

B. Set forth below is the estimated charge or range of charges for the settlement services of a real estate appraiser and credit reporting agency that we, as your Lender, will require you to use, as a condition of your loan on this property, to represent our interest in this transaction.

Provider	Settlement Service	Charge or Range of Charges
LandSafe Appraisal Services, Inc.	Real Estate Appraisal	\$25 - \$1,830 (varies by state, property type and occupancy; may be higher for multi-unit and/or atypical/complex properties).
LandSafe Credit, Inc.	Credit Reporting	\$15 for individual reports (varies by type of report; higher amounts may apply for business credit reports, multiple consumers or international credit histories).

In the event of a payment default or other default on your loan that could result in acceleration of all sums due under the note, Bank of America, N.A. will use companies, including its affiliates, Recon Trust Company, N.A. and LandSafe Appraisal Services, Inc., to provide services required to protect the note holder’s interests and rights in the property and under the note and security instrument, including any remedies thereunder (the “Default Related Services”). Bank of America, N.A. will assess fees to your loan account for the Default Related Services, including those provided by its affiliates. A schedule of fees that may be charged to your account for Default Related Services is available at the following web address: <http://www.bankofamerica.com/defaultfees>. If you do not have internet access, please contact us at 1.800.669.6607 Mon-Fri 7:00 a.m. - 7:00 p.m. local time to have a fee schedule mailed to you. The fee schedule contains a complete list of the Default Related Services you could be charged, however it does not include a complete list of all fees or charges that could be assessed on your loan account.



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LOAN #: 250995621

If your loan is approved and closed, at the closing of your loan, we may ask you to acknowledge your receipt of this Disclosure Statement.

**PLEASE PRINT OR DOWNLOAD AND RETAIN A COPY FOR YOUR RECORDS.**

### ACKNOWLEDGMENT:

I/We have read this disclosure form, and understand that Lender or an Affiliate is referring or has referred me/us to a Provider to purchase one or more of the settlement services described above and may receive a financial or other benefit as the result of this referral.

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Signature
Date

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Signature
Date

---

Signature
Date

---

Signature
Date



DATE: 10/24/2014  
APPLICANT: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

## HAZARD INSURANCE REQUIREMENTS

An insurance policy may take several weeks to procure and, accordingly, you should not delay contacting the appropriate providers. **THE FAILURE TO PROCURE A POLICY AND PROVIDE IT TO THE LENDER MAY DELAY THE LOAN CLOSING.**

### PART I - HOMEOWNER/FIRE INSURANCE

Your lender and FHA/VA have basic, minimum hazard insurance requirements related to your home mortgage, which are described below:

1. Coverage must be at least fire and extended coverage with a "special form" coverage endorsement, i.e.: fire only - DP1 or DF1, homeowners policy - HO1 (as opposed to "Broad" form - HO2 - except in Texas). The insurance must not limit or exclude from coverage (in whole or in part) windstorm, hurricane, hail damages, or any other perils that are normally included under an extended coverage endorsement. If the Property is located in a U.S. Geological Survey-Designated Lava Zone 2, then you must obtain Volcanic Eruption Insurance in an amount at least equal to the loan amount.
2. If the Property is a condominium, the lender will accept coverage included in the condominium master insurance policy. If that policy does not: (1) cover interior walls, floors, ceilings, built-ins, fixtures, equipment, and other affixed property inside your unit; and (2) include replacement of improvements and betterment coverage to cover any improvements that you make to the unit, the lender may require that you obtain a "Walls-in" HO6 insurance policy with coverage.
3. If the property is a cooperative, the lender will accept coverage included in the cooperative master insurance policy.
4. If the property is for investment purposes, rent loss coverage is required.
5. New York: In accordance with notice requirements under New York Codes, Rules and Regulations, Title 3, Section 38.9(b), hazard insurance will be required and the lender cannot require you to obtain or maintain a policy in excess of the replacement cost of the improvements on the Property.
6. California: In accordance with California Civil Code Section 2955.5(a), no lender may require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the real property.
7. All States: The amount of insurance coverage must equal 100% of the insurable value of the improvements as established by the property insurer (replacement cost value).



8. The deductible may be up to 5% of the face amount of the insurance policy, unless a higher amount is required by state law. If there are individual deductibles for loss from named perils (fire, water not caused by flooding, or wind/hurricane) then each deductible may not exceed 5% of the dwelling coverage. For cooperative loans, the deductible related to the individual unit may not exceed 5% of the limit maintained for dwelling coverage; and unless prohibited by state law, the maximum deductible amount for the common elements must be the lesser of \$10,000 or 1% of the policy face amount.
9. Acceptable proofs of coverage include: Evidence/Certificates of Insurance, Binders, Declaration Pages, and Policies. The term of a binder may not exceed 90 days, unless a longer period is required by state law.
10. Properties being improved or rehabilitated are subject to the same standards of coverage as noted above. This means that if necessary, following the completion of the repair or rehabilitation work, you may need to increase your insurance coverage.

Further, for properties being improved or rehabilitated, additional premiums may be required for sub-par properties. Once you have completed the improvements or rehabilitation, you should contact your insurance agent to see if you can or should change your coverage and your premium. The coverage must also properly reflect your actual occupancy of the Property.

11. Changes in federal or state laws or regulations, or other changed circumstances, may require the lender or servicer to modify its insurance requirements to include additional types or amounts of coverage. In this event the lender or servicer will notify you prior to the effective date of any additional coverage so that you may purchase the required coverage. If you fail to purchase the required coverage, the lender or servicer may do so on your behalf and charge you for the insurance premium paid plus any related fees.
12. Evidence that the homeowners/fire policy complies with your loan agreement and has been in place continuously must be provided to the lender or servicer on each anniversary date of your loan. If you do not provide this evidence within 45 days of receiving a written notice, the lender or servicer may purchase an insurance policy on your behalf and charge you for the insurance premium paid plus any related fees.

## **PART II - FLOOD INSURANCE**

1. The Federal Flood Disaster Protection Act of 1973, as amended, and/or the terms of your mortgage/deed of trust, require that flood insurance be purchased and maintained for the entire term of your loan if any of the improvements to your Property (buildings, homes, condominiums and mobile homes) are located in a Special Flood Hazard Area (Flood Area), as shown on a map published by the Federal Emergency Management Agency (FEMA).
2. A property located in a Flood Area that does not participate in the National Flood Insurance Program (NFIP) is ineligible for financing.
3. If your property is located in a Flood Area that participates in the NFIP, you must purchase a flood insurance policy that:
  - a. is issued by the NFIP or a private insurer authorized to write NFIP policies and properly licensed to do business where the Property is located (if the loan is FHA or VA);
  - b. is issued by the NFIP or a private insurer properly licensed to do business where the Property is located (if the loan is Conventional);
  - c. meets the FEMA minimum deductible requirements and has a deductible no greater than \$5,000, unless a higher maximum deductible is required by state law;
  - d. identifies as the named insured on the policy the mortgagor/trustor on your mortgage or deed of trust;

- e. includes a standard mortgagee clause naming your lender or servicer as an additional insured; and
- f. provides for notice to the lender or servicer at least 45 days prior to cancellation or non-renewal of the policy.

Conventional Loans Only: Flood insurance that provides the same level of coverage as an NFIP policy may be obtained from a private insurance company. You are encouraged to compare the NFIP and private policies. If you provide a private flood insurance policy, it must satisfy the following criteria:

- a. The insurer must be licensed, admitted, or otherwise approved to do business in the jurisdiction where the Property is located, by the insurance regulator of that jurisdiction.
  - b. The policy must include a requirement for the insurer to mail a 45-day written notice of cancellation or non-renewal to you and the lender, and must include information about the availability of flood insurance coverage under the NFIP. The policy must be as restrictive in its cancellation provisions as the Standard Flood Insurance Policy (SFIP).
  - c. The policy must guarantee that the coverage, considering deductibles, exclusions, and conditions offered by the insurer, is at least as broad as the coverage under the SFIP.
  - d. The policy must contain a mortgage interest clause similar to that contained in the General Conditions section of the SFIP.
  - e. The policy must contain a provision that the insured must file suit within one year after the date of written denial of all or part of a claim.
4. For Bank of America Home Loans the amount of flood insurance coverage must be at least equal to the lesser of:
- a. The maximum coverage available under the appropriate National Flood Insurance Program (NFIP); or
  - b. The value of the improvements.
- Flood insurance typically only covers damage to the improvements and does not cover damage to any contents or personal belongings located within the improvements. If you have questions about your flood insurance coverage you should contact your insurance company.
5. If your Property contains a structure other than the main dwelling that requires flood insurance, coverage for that structure must be at least equal to the lesser of:
- a. The maximum coverage available under the appropriate National Flood Insurance Program; or
  - b. The value of improvements, typically determined by:
    - i. an appraisal valuation (cost approach);
    - ii. a detailed hazard insurance value;
    - iii. a tax assessed value; or
    - iv. a replacement cost value.

6. For a condominium or Planned Unit Development property where the homeowner's association maintains a Residential Condominium Building Association Policy, the value of improvements per unit is based on the highest amount of coverage shown on the following: (a) the declarations page of the master hazard insurance policy, (b) the amount of the Replacement Cost Value on the master hazard insurance policy, or (c) the Replacement Cost Value on the Residential Condominium Building Association Policy. The following additional flood coverage requirements apply:

- a. The lender will accept a Residential Condominium Building Association Policy that covers at least 80% of the insurable amount of the improvements on a per unit basis. An individual flood policy must be obtained to cover the difference if the Residential Condominium Building Association Policy coverage is not at least the lesser of:
    - i. 100% of the insurable value; or
    - ii. the maximum coverage available under the NFIP program.
  - b. A Residential Condominium Building Association Policy (with coverage less than 80% of the lesser of replacement cost or the NFIP coverage limit) is not acceptable. An individual flood policy in lieu of an unacceptable Residential Condominium Building Association Policy will not meet the lender's requirements.
7. If the Property is in a condominium or PUD project not covered by a Residential Condominium Building Association Policy (RCBAP) with flood coverage, the lender or servicer will require an individual flood insurance policy with coverage in an amount at least the lesser of:
- a. 100% of the insurable value; or
  - b. the maximum coverage available under the NFIP program, which is limited to structures affixed to a permanent site with two or more outside rigid walls, and any personal property that secures your loan and not the land itself.

#### **FHA Loans**

The master insurance policy must include the required minimum flood coverage.

#### **VA and Conventional Loans**

If the master insurance policy includes flood coverage, but does not meet the minimum flood coverage as described above, you will be required to obtain individual insurance to cover the difference.

If the Property is a cooperative, the lender or servicer will obtain the required evidence of coverage, and no action will be required on your part unless you are notified by the lender or servicer.

8. **The lender or servicer of your loan can require you to purchase, or increase the amount of, flood insurance at any time during the term of the loan if the lender or servicer determines that the Property is in a Flood Area and is not covered by adequate flood insurance.** If the Property is not currently covered by flood insurance and the lender or servicer determines that the Property is in a Flood Area, and you fail to purchase adequate flood insurance coverage after receiving notice that such coverage is required, the lender or servicer may purchase the necessary coverage for the Property and will bill you for the cost of premiums for the policy.
9. If flood insurance is not required for your Property, coverage still may be available through private insurance companies. Check with your insurance agent for more information.
10. No right or obligation of a lender or servicer under The Federal Flood Disaster Protection Act of 1973, as amended, and/or the terms of your mortgage/deed of trust with respect to requiring flood insurance on mortgaged properties within a Flood Area creates a duty owed by the lender or servicer to a borrower. The lender and servicer expressly disclaim any implication of a duty under a breach of contract, fiduciary relationship or any other legal theory.

### **PART III – GENERAL**

1. The lender will accept multi-year and/or continuous policies.
2. The loss payee clause must read:  
BANK OF AMERICA, N.A.  
Its successors and/or assigns as their interest may appear (A.T.I.M.A.)

3. **Important Note: If you are purchasing a home, the seller's insurance policy does not automatically transfer to you.** The seller's insurance policy is not and typically does not become your policy until you take certain steps and you obtain the approval of the seller's insurance company. It is your responsibility to take all necessary and appropriate steps to obtain the benefits of the existing insurance policy, or to acquire a new policy. This requirement is yours, and continues even if you are receiving an assignment of the seller's escrow funds.
4. The insurer must be licensed to transact insurance in the jurisdiction where the dwelling is located, and must also meet at least one of the following criteria:

**For all properties except cooperatives, the insurance company's parent underwriter must have:**

- a. an "A" or better rating in Demotech, Inc.'s Hazard Insurance Financial Stability Ratings;
- b. a "B" or better Financial Strength Rating and a Financial Size Category of "III" or better in Best's Insurance Reports;
- c. an "A" or better Financial Strength Rating and a Financial Size Category of "VIII" or better in Best's Insurance Reports - Non-US Edition; or
- d. a "BBB" or better Insurer Financial Strength Rating in Standard and Poor's Ratings Direct Insurance Services.

**For cooperative properties, the insurance company's parent underwriter must have:**

- a. a general policyholder rating of "A" and a Financial Size Category of "V" or better in Best's Insurance Reports;
- b. an "A" or better Insurer Financial Strength Rating in Standard and Poor's Ratings Direct Insurance Services; or
- c. an "A" or better rating in Demotech, Inc.'s Hazard Insurance Financial Stability Ratings.

Coverage underwritten by a state's FAIR Plan or through state insurance plans is acceptable if the insurance is the only insurance available to the borrower. An insurer that does not otherwise meet the requirements of this paragraph can qualify as an acceptable insurer if it is covered by reinsurance with a company that meets Demotech, Inc.'s, A.M. Best's or Standard & Poor's ratings set forth in this Section 4, provided that the reinsurance agreement contains a "cut-through" endorsement that provides for the reinsurer to become immediately liable for 100% of any covered loss payable but unpaid by reason of the insolvency of the primary insurer. Your insurance agent should be able to advise as to which insurance companies meet these requirements.

5. Changes in federal or state laws or regulations, changes in property value, construction of additional improvements or other changed circumstances, may require the lender or servicer to modify its insurance requirements to include additional types or amount of coverage.
6. Any amounts advanced by the lender or servicer to obtain or renew an insurance policy will become an additional obligation secured under your loan. A new insurance policy obtained by the lender or servicer may be more expensive and may provide less coverage than a policy that you could obtain personally. For example, the policy obtained by the lender or servicer typically will not include coverage for your personal property.
7. Your loan number must be included on all policies, billings (if you have an escrow account) and correspondence to or from your insurer or insurance agent. You should provide your insurer or insurance agent with this information.
8. **An insurance agency affiliated with the lender or servicer may receive a commission or other compensation if insurance is obtained by the lender or servicer on your behalf.**

### **LOANS WITH AN ESCROW ACCOUNT**

1. You are responsible for ensuring that the insurance company sends a bill to the lender or servicer at least 30 days in advance of the renewal date. If the lender or servicer does not receive the bill on or before the renewal date, the lender or servicer may obtain the required insurance on your behalf and you will be charged for the insurance premium as explained above.
2. Invoices for payment must indicate the total premiums to be paid for the insurance coverage of only the Property.
3. If an escrow account analysis discloses a surplus of equal to or greater than \$50, the lender or servicer will refund the surplus to you. If the surplus is less than \$50, the lender or servicer may credit the amount against the next year's escrow payments. If you are not current on your loan, the lender or servicer may retain the surplus. If an escrow account has a shortage or deficiency, the lender or servicer may require you to pay additional deposits to make up the shortage or deficiency.
4. If your escrow account has insufficient funds to pay the renewal premium and you fail to fund the escrow account with the amount necessary to pay the renewal premium or you fail to purchase adequate insurance coverage within 45 days after receiving notice that the coverage is required, the lender or servicer may advance funds to your escrow account to make the payment and charge you for the cost of premiums paid.
5. If your mortgage payment is more than 30 days overdue, the lender or servicer may purchase force-placed insurance if:
  - a. The lender or servicer has a reasonable basis to believe that your insurance has been canceled (or not renewed) for reasons other than nonpayment of premium charges; or
  - b. The lender or servicer has a reasonable basis to believe that your property is vacant.

In the event the servicer advances funds to your escrow account to ensure that your hazard insurance premium charges are paid in a timely manner, the servicer may seek repayment of the advanced funds from you, unless otherwise prohibited by applicable law.

### **LOANS WITHOUT AN ESCROW ACCOUNT**

1. You must provide the lender or servicer acceptable evidence that you have renewed the insurance coverage(s) required to be maintained on the Property in connection with your loan. Your insurance agency or insurance carrier may or may not provide this evidence to the lender or servicer after you renew the coverage with them. If not, you may receive a notice from the lender or servicer requesting that you provide acceptable evidence of insurance coverage. If you fail to provide the evidence, the lender or servicer may purchase the necessary insurance coverage(s) for the Property and bill you for the cost of the premium paid.
2. If you fail to purchase adequate insurance coverage after receiving notice that the coverage is required, the lender or servicer may purchase the necessary coverage for the Property and bill you for the cost of the premiums paid.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AUTHORIZE THE FOLLOWING, AND I ACKNOWLEDGE RECEIPT OF A COPY OF THIS FORM:**

### **FLOOD INSURANCE CERTIFICATION**

If none of the structures on the Property you are financing are in a Special Flood Hazard Area, flood insurance is not required by the lender. You are aware that the possibility of flood damage may still exist and in the event of damage from flood there may be no government, lender or servicer assistance. If the Property is not in a Special Flood Hazard Area, flood insurance coverage may be available from a private property insurance agent.

**You are also aware that the purchase of flood insurance may be required by law at a later date if FEMA later determines that any structure on the Property is in a Special Flood Hazard Area.** If you are notified of a change of status, you must obtain adequate flood insurance coverage on the Property. If you do not obtain adequate flood insurance, the lender or servicer may obtain the insurance at your expense, as explained above.

### **BORROWER'S RIGHT TO CHOOSE INSURANCE COMPANY AND AGENT**

Federal and state law provide that you have the right to select the insurance company and insurance agent of your choice to provide the required property insurance, including selecting an insurer or agent with which you have an existing policy. The lender may not require you to purchase insurance through any particular insurance company or insurance agent as a condition to obtaining a loan, provided the insurance company meets the lender's reasonable requirements as to the financial standing of the insurance company and the adequacy of the coverage. You understand your rights to select the insurance company and insurance agent of your choice and that this will not affect the decision made by the lender or terms of the loan. You have made your selection freely and without coercion by the lender.

**NOTICE TO THE BORROWER - YOU MAY BE REQUIRED TO PURCHASE PROPERTY INSURANCE AS A CONDITION OF RECEIVING THE LOAN. IF PROPERTY INSURANCE IS REQUIRED, YOU MAY SECURE INSURANCE FROM A COMPANY OR AGENT OF YOUR OWN CHOOSING.**

**The insurance laws of your state may or may not prohibit the lender from using or disclosing information relative to a contract of insurance, unless the lender obtains your prior written consent to use or disclose the information, including but not limited to your name and Property address; the name of your insurer; the terms of your policy, including coverage limits and deductibles, premium amounts, and the date the policy expires (this is called "Insurance Information"). An insurance agency/company affiliated with the lender or servicer may be able to assist you with your insurance needs. You authorize the lender or servicer to disclose Insurance Information to its affiliated insurance agency/company.**

**You acknowledge that you have no claim against the lender or servicer in the event the lender or servicer fails to notify you that the Property is within a Special Flood Hazard Area.**

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Applicant ARTURO B. MARTINEZ SR

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Applicant

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Applicant

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Applicant



Prepared by: FLORENCE OLSEN

**BANK OF AMERICA, N.A.**

DATE: 10/24/2014  
BORROWER: ARTURO B. MARTINEZ SR  
CASE NO:  
LOAN NO: 250995621  
PROPERTY: 17359 HIBISCUS ST  
FONTANA, CA 92335-4916

Office #: 0040030  
275 VALENCIA AVE  
BREA, CA 92823  
Phone: (877)420-7570  
Office Fax No.: (866)409-1050

## **APPRAISAL DELIVERY WAIVER ACKNOWLEDGMENT**

This notice is provided to you as a written acknowledgment of your waiver of the right to receive copies of any appraisal report and/or valuation developed in connection with your application three (3) business days prior to the consummation of your home loan.

Because you waived the timing requirement for the delivery of these documents, we are including copies of the appraisal and/or valuation, as applicable, with your loan documents.

Thank you for considering Bank of America Home Loans for your home financing needs.

*Any written appraisal report(s) obtained in connection with your loan application was prepared solely for our use in evaluating a request for an extension of credit. The written appraisal report(s) should not be relied upon by you or any other person or entity. We make no express or implied representation or warranty of any kind to any person or entity, and we expressly disclaim any liability to any person or entity with respect to the property valuation.*



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# Uniform Residential Appraisal Report

20141014-02088-1

20141014-02088-1

File # 21108387

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.																																																																																																	
Property Address 17359 Hibiscus St			City Fontana			State CA		Zip Code 92335																																																																																									
Borrower ARTURO B MARTINEZ			Owner of Public Record Arturo B Martinez			County San Bernardino																																																																																											
Legal Description TRACT 3951 LOT 13																																																																																																	
Assessor's Parcel # 0194-203-06-0000			Tax Year 2013			R.E. Taxes \$ 1622																																																																																											
Neighborhood Name Fontana			Map Reference TG 605-A3			Census Tract 0032.00																																																																																											
Occupant <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant			Special Assessments \$ 0			<input type="checkbox"/> PUD		HOA \$ 0 <input type="checkbox"/> per year <input type="checkbox"/> per month																																																																																									
Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)																																																																																																	
Assignment Type <input type="checkbox"/> Purchase Transaction <input checked="" type="checkbox"/> Refinance Transaction <input type="checkbox"/> Other (describe)																																																																																																	
Lender/Client Bank of America, N.A.			Address 275 Valencia Ave. Brea CA 92823																																																																																														
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																																	
Report data source(s) used, offering price(s), and date(s).																																																																																																	
Per MLS, the subject has not been listed within the past 12 months.																																																																																																	
I <input type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.																																																																																																	
Contract Price \$ Date of Contract Is the property seller the owner of public record? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)																																																																																																	
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																	
If Yes, report the total dollar amount and describe the items to be paid.																																																																																																	
<p>Note: Race and the racial composition of the neighborhood are not appraisal factors.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">Neighborhood Characteristics</th> <th colspan="3">One-Unit Housing Trends</th> <th colspan="3">One-Unit Housing</th> <th colspan="2">Present Land Use %</th> </tr> </thead> <tbody> <tr> <td>Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural</td> <td>Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining</td> <td></td> <td>PRICE</td> <td>AGE</td> <td>One-Unit</td> <td>70 %</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%</td> <td>Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply</td> <td></td> <td>\$(000)</td> <td>(yrs)</td> <td>2-4 Unit</td> <td>5 %</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow</td> <td>Marketing Time <input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths</td> <td></td> <td>150</td> <td>Low</td> <td>40</td> <td>Multi-Family</td> <td>5 %</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="3">Neighborhood Boundaries</td> <td>350</td> <td>High</td> <td>80</td> <td>Commercial</td> <td>10 %</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="3">Neighborhood boundaries include: Merrill Avenue North, Locust Avenue East, Randall Avenue South and Palmetto Avenue West.</td> <td>250</td> <td>Pred.</td> <td>60</td> <td>Other Vacant</td> <td>10 %</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="3">Neighborhood Description</td> <td colspan="8"></td> </tr> <tr> <td colspan="3">See Attached Addendum</td> <td colspan="8"></td> </tr> </tbody> </table>										Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing			Present Land Use %		Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		PRICE	AGE	One-Unit	70 %					Built-Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply		\$(000)	(yrs)	2-4 Unit	5 %					Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths		150	Low	40	Multi-Family	5 %				Neighborhood Boundaries			350	High	80	Commercial	10 %				Neighborhood boundaries include: Merrill Avenue North, Locust Avenue East, Randall Avenue South and Palmetto Avenue West.			250	Pred.	60	Other Vacant	10 %				Neighborhood Description											See Attached Addendum										
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Neighborhood Description																																																																																																	
See Attached Addendum																																																																																																	
Market Conditions (including support for the above conclusions)																																																																																																	
Property Values in the subject's market area appear to be stable at this time. Properties typically sell within 102% of their list price, with a marketing time of 1 to 3 months. The demand for housing in the subject's neighborhood is consistent with nearby competing areas.																																																																																																	
Dimensions see plat map for dimensions			Area 8100 sf		Shape Rectangular		View N;Res;																																																																																										
Specific Zoning Classification R1			Zoning Description Single-Family Residential																																																																																														
Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)																																																																																																	
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.																																																																																																	
Utilities Public Other (describe)			Public Other (describe)			Off-site Improvements-Type		Public Private																																																																																									
Electricity <input checked="" type="checkbox"/> <input type="checkbox"/>			Water <input checked="" type="checkbox"/> <input type="checkbox"/>			Street Asphalt		<input checked="" type="checkbox"/> <input type="checkbox"/>																																																																																									
Gas <input checked="" type="checkbox"/> <input type="checkbox"/>			Sanitary Sewer <input checked="" type="checkbox"/> <input type="checkbox"/>			Alley None		<input type="checkbox"/> <input type="checkbox"/>																																																																																									
FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FEMA Flood Zone X		FEMA Map # 06071C8658H		FEMA Map Date 08/28/2008																																																																																										
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.																																																																																																	
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe.																																																																																																	
There were no apparent adverse easements, encroachments or conditions noted.																																																																																																	
General Description			Foundation		Exterior Description materials/condition		Interior materials/condition																																																																																										
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit			<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space		Foundation Walls Concrete/Avg		Floors Hardwood/Avg																																																																																										
# of Stories 1			<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls Stucco/Avg		Walls Drywall/Avg																																																																																										
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit			Basement Area 0 sq. ft.		Roof Surface Comp Shin/Avg		Trim/Finish Wood/Avg																																																																																										
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.			Basement Finish 0 %		Gutters & Downspouts Overhang/Avg		Bath Floor Tile/Average																																																																																										
Design (Style) DT1;Ranch			<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump		Window Type Alum Sliding/Avg		Bath Wainscot Tile/Average																																																																																										
Year Built 1954			Evidence of <input type="checkbox"/> Infestation		Storm Sash/Insulated None/Avg		Car Storage <input type="checkbox"/> None																																																																																										
Effective Age (Yrs) 40			<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens Partial/Avg		<input checked="" type="checkbox"/> Driveway # of Cars 2																																																																																										
Attic <input type="checkbox"/> None			Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant		Amenities <input type="checkbox"/> WoodStove(s) # 0		Driveway Surface Concrete																																																																																										
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs			<input type="checkbox"/> Other Fuel Gas		<input checked="" type="checkbox"/> Fireplace(s) # 1 <input checked="" type="checkbox"/> Fence Block		<input type="checkbox"/> Garage # of Cars 0																																																																																										
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle			Cooling <input checked="" type="checkbox"/> Central Air Conditioning		<input checked="" type="checkbox"/> Patio/Deck Enc. <input checked="" type="checkbox"/> Porch Concrete		<input type="checkbox"/> Carport # of Cars 0																																																																																										
<input type="checkbox"/> Finished <input type="checkbox"/> Heated			<input type="checkbox"/> Individual <input type="checkbox"/> Other		<input type="checkbox"/> Pool None <input type="checkbox"/> Other None		<input type="checkbox"/> Att. <input type="checkbox"/> Det <input type="checkbox"/> Built-in																																																																																										
Appliances <input type="checkbox"/> Refrigerator <input type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)																																																																																																	
Finished area above grade contains: 6 Rooms 3 Bedrooms 2.0 Bath(s) 1731 Square Feet of Gross Living Area Above Grade																																																																																																	
Additional features (special energy efficient items, etc.)																																																																																																	
There were no energy efficient items noted.																																																																																																	
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.).																																																																																																	
C4;No updates in the prior 15 years;The subject has had average overall maintenance levels with normal Physical Depreciation. There were no inadequacies noted. The subject has an enclosed patio. Since there were no sales similar to the subject with an enclosed patio, any added value could not be substantiated. As a result, it was not given any value on the Sales Comparison Grid. The subject's garage has been converted into a game room with a full bath. Permits were not verified but the subject as measured is similar to what is stated in public - continued in addendum >																																																																																																	
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe																																																																																																	
The subject property has not been damaged or adversely affected by any recent natural disasters in Southern California.																																																																																																	
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe																																																																																																	

## Uniform Residential Appraisal Report

There are 7 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 250000 to \$ 299000												
There are 24 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 225000 to \$ 310000												
FEATURE		SUBJECT		COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address		17359 Hibiscus St Fontana, CA 92335		17424 Pine Ave Fontana, CA 92335			9050 Ferndale Ave Fontana, CA 92335			17677 Granada Ave Fontana, CA 92335		
Proximity to Subject				0.13 miles SE			0.71 miles NE			0.42 miles NE		
Sale Price		\$		\$ 266000			\$ 240000			\$ 255000		
Sale Price/Gross Liv. Area		\$ 0.00 sq.ft.		\$ 139.19 sq.ft.			\$ 202.70 sq.ft.			\$ 149.91 sq.ft.		
Data Source(s)				CRMLS#DW14135697;DOM 22			CRMLS#CV14132916;DOM 52			CRMLS#CV14035594;DOM 49		
Verification Source(s)				Realquest/Doc#278923 08/01/2014			Realquest/Doc#294376 08/13/2014			Realquest/Doc#161748 05/05/2014		
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION + (-) \$ Adjustment			DESCRIPTION + (-) \$ Adjustment			DESCRIPTION + (-) \$ Adjustment		
Sale or Financing Concessions				ArmLth FHA;6000			ArmLth Conv;300			ArmLth FHA;5000		
Date of Sale/Time				s08/14;c07/14			s08/14;c07/14			s05/14;c04/14		
Location		N;Res;		N;Res;			N;Res;			N;Res;		
Leasehold/Fee Simple		Fee Simple		Fee Simple			Fee Simple			Fee Simple		
Site		8100 sf		7810 sf			7171 sf			7500 sf		
View		N;Res;		N;Res;			N;Res;			N;Res;		
Design (Style)		DT1;Ranch		DT2;Ranch			DT1;Ranch			DT1;Ranch		
Quality of Construction		Q4		Q4			Q4			Q4		
Actual Age		60		52			50			59		
Condition		C4		C4			C3			C4		
Above Grade		Total Bdrms. Baths		Total Bdrms. Baths			Total Bdrms. Baths			Total Bdrms. Baths		
Room Count		6 3 2.0		8 5 2.0			6 3 2.0			7 4 2.0		
Gross Living Area		1731 sq.ft.		1911 sq.ft.			1184 sq.ft.			1701 sq.ft.		
Basement & Finished Rooms Below Grade		0sf		0sf			0sf			0sf		
Functional Utility		Average		Average			Average			Average		
Heating/Cooling		FAU/CAC		FAU/CAC			FAU/CAC			FAU/CAC		
Energy Efficient Items		None		None			None			None		
Garage/Carport		2dw		2ga2dw			2cp2dw			2gd2dw		
Porch/Patio/Deck		Patio		Patio			Patio			Patio		
				Pool								
Net Adjustment (Total)				□ + <input checked="" type="checkbox"/> - \$ 17200			□ + <input checked="" type="checkbox"/> - \$ 1900			□ + <input checked="" type="checkbox"/> - \$ 5000		
Adjusted Sale Price of Comparables				Net Adj. -6.5 % Gross Adj. 6.5 % \$ 248800			Net Adj. 0.8 % Gross Adj. 17.5 % \$ 241900			Net Adj. -2.0 % Gross Adj. 2.0 % \$ 250000		

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) NDCData

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) NDCData

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Realist	Realist	Realist	Realist
Effective Date of Data Source(s)	10/20/2014	10/20/2014	10/20/2014	10/20/2014

Analysis of prior sale or transfer history of the subject property and comparable sales

The subject has not transferred title within the past 36 months. None of the comparable sales have transferred title within the past 12 months.

Summary of Sales Comparison Approach

See Attached Addendum

Indicated Value by Sales Comparison Approach \$ 245000

Indicated Value by: Sales Comparison Approach \$ 245000 Cost Approach (if developed) \$ 00 Income Approach (if developed) \$ 00

The most emphasis was placed on the Sales Comparison Approach as it best reflects the actions of typically informed buyers and sellers. The Cost Approach and the Income Approach were not utilized. Due to a lack of available data, they are not considered accurate indicators of value for the typical buyers of single family homes.

This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

There are no conditions to this appraisal.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 245000 as of 10/16/2014, which is the date of inspection and the effective date of this appraisal.

## Uniform Residential Appraisal Report

20141014-02088-1

20141014-02088-1

File # 21108387

## USPAP 3 year disclosure:

I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the past 3 year period immediately preceding acceptance of this assignment.

## Exposure time:

Opinion of reasonable Exposure Time: 30 to 90 days.

The appraiser certifies and agrees that this appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions, Reform, Recovery, and Enforcement Act (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.) and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification.

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## COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

N/A

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ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE .....	= \$
Source of cost data N/A	Dwelling 1731 Sq. Ft. @ \$ .....	= \$ 0
Quality rating from cost service N/A Effective date of cost data N/A	Sq. Ft. @ \$ .....	= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)		= \$
The Cost Approach was not completed as it was considered to be an unreliable source for the typical buyer.	Garage/Carport 0 Sq. Ft. @ \$ .....	= \$ 0
	Total Estimate of Cost-New .....	= \$ 0
	Less Physical Functional External	
	Depreciation .....	= \$ ( 0 )
	Depreciated Cost of Improvements .....	= \$ 0
	"As-is" Value of Site Improvements .....	= \$
Estimated Remaining Economic Life (HUD and VA only) 40 Years	Indicated Value by Cost Approach .....	= \$ 00

## INCOME APPROACH TO VALUE (not required by Fannie Mae)

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Estimated Monthly Market Rent \$	X Gross Rent Multiplier	= \$ 00	Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)			

## PROJECT INFORMATION FOR PUDs (if applicable)

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Is the developer/builder in control of the Homeowners' Association (HOA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.		
Legal Name of Project		
Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)
Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion		
Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data source(s)		
Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.		
Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.		
Describe common elements and recreational facilities		

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

# Uniform Residential Appraisal Report

20141014-02088-1

20141014-02088-1

File # 21108387

## **APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

# Uniform Residential Appraisal Report

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

## APPRAISER

Signature 

Name Larry K. Pall

Company Name Landsafe Appraisal Services

Company Address 1916 N Campus Ave  
Upland, CA 91784

Telephone Number 909-503-5507

Email Address larry.pall@landsafe.com

Date of Signature and Report 10/20/2014

Effective Date of Appraisal 10/16/2014

State Certification # AR005240

or State License # \_\_\_\_\_

or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_

State CA

Expiration Date of Certification or License 01/05/2017

## ADDRESS OF PROPERTY APPRAISED

17359 Hibiscus St

Fontana, CA 92335

APPRAISED VALUE OF SUBJECT PROPERTY \$ 245000

## LENDER/CLIENT

Name Landsafe Appraisal Services

Company Name Bank of America, N.A.

Company Address 275 Valencia Ave.

Brea, CA 92823

Email Address larry.pall@landsafe.com

## SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Date of Signature \_\_\_\_\_

State Certification # \_\_\_\_\_

or State License # \_\_\_\_\_

State \_\_\_\_\_

Expiration Date of Certification or License \_\_\_\_\_

## SUBJECT PROPERTY

☐ Did not inspect subject property

☐ Did inspect exterior of subject property from street

Date of Inspection \_\_\_\_\_

☐ Did inspect interior and exterior of subject property

Date of Inspection \_\_\_\_\_

## COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street

☐ Did inspect exterior of comparable sales from street

Date of Inspection \_\_\_\_\_

## Uniform Residential Appraisal Report

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File # 21108387

FEATURE	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Address	17359 Hibiscus St Fontana, CA 92335	9115 Encina Ave Fontana, CA 92335								
Proximity to Subject		0.10 miles SE								
Sale Price	\$	\$ 280000			\$			\$		
Sale Price/Gross Liv. Area	\$ 0.00 sq.ft.	\$ 141.92 sq.ft.			\$	sq.ft.		\$	sq.ft.	
Data Source(s)		CRMLS#IV14192908;DOM 22								
Verification Source(s)		Realquest								
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment		DESCRIPTION	+ (-) \$ Adjustment		DESCRIPTION	+ (-) \$ Adjustment	
Sale or Financing		Listing								
Concessions		:0								
Date of Sale/Time		Active								
Location	N;Res;	N;Res;								
Leasehold/Fee Simple	Fee Simple	Fee Simple								
Site	8100 sf	12825 sf	-9000							
View	N;Res;	N;Res;								
Design (Style)	DT1;Ranch	DT1;Ranch								
Quality of Construction	Q4	Q4								
Actual Age	60	54	0							
Condition	C4	C4								
Above Grade	Total	Bdrms.	Baths		Total	Bdrms.	Baths	Total	Bdrms.	Baths
Room Count	6	3	2.0		6	3	2.1			
Gross Living Area	1731	sq.ft.	1973	sq.ft.	-9700	sq.ft.		sq.ft.		
Basement & Finished	0sf	0sf								
Rooms Below Grade										
Functional Utility	Average	Average								
Heating/Cooling	FAU/CAC	FAU/CAC								
Energy Efficient Items	None	None								
Garage/Carport	2dw	2ga2dw	-5000							
Porch/Patio/Deck	Patio	Pool	-5000							
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 33700		<input type="checkbox"/> + <input type="checkbox"/> -	\$		<input type="checkbox"/> + <input type="checkbox"/> -	\$	
Adjusted Sale Price of Comparables		Net Adj. -12.0 % Gross Adj. 12.0 %	\$ 246300		Net Adj. % Gross Adj. %	\$		Net Adj. % Gross Adj. %	\$	
Summary of Sales Comparison Approach										
ITEM	SUBJECT		COMPARABLE SALE #4		COMPARABLE SALE #5		COMPARABLE SALE #6			
Date of Prior Sale/Transfer										
Price of Prior Sale/Transfer										
Data Source(s)	Realist		Realist							
Effective Date of Data Source(s)	10/20/2014		10/20/2014							
Analysis of prior sale or transfer history of the subject property and comparable sales										

## TEXT ADDENDUM

File # 21108387

Borrower/Client	ARTURO B MARTINEZ		
Property Address	17359 Hibiscus St		
City	Fontana	County	San Bernardino State CA Zip Code 92335
Lender	Bank of America, N.A.		

Form data: Type of Appraisal  
Appraisal Report

## Neighborhood Description

The subject is located in an established residential neighborhood consisting of mostly older, average quality and average condition tract homes. Schools and services are adequately located as are public parks and recreational facilities. There were no adverse influences noted that would affect the marketability of the subject property. Freeway access is located 2 miles Southwest.

## Condition of the Property

Continued from Condition of the Property: records so it is likely that it was done with permits. The conversion was completed in a workmanlike manner and has no apparent adverse health or safety issues. The game room was included in the total living area. The subject is not overbuilt for the area.

Form data: GLA Adjustment Factor  
40

## Comments on Sales Comparison

The appraiser's comparable search parameters began with an MLS and Realquest search for single family homes sold within the prior three months, located within 3/4 miles from the subject property and a living area variance of approximately 20%. Any search parameters that are outside of those stated above are explained in detail later in this summary. The comparable sales used in the appraisal were the most recent and overall similar sales available. Listing #4 was provided to illustrate competition within the subject's market area and was adjusted for anticipated sale/list price ratio when deemed necessary. The concessions for comps 1, 2 & 3 do not appear to have influenced the sales price. As a result, an adjustment was deemed unnecessary. Living area was adjusted for at \$40.00 per sq. ft. for differences over 50 feet. Adjustments for bedroom differences were deemed unnecessary. Baths were adjusted for at \$10,000 each. Site differences were adjusted for at \$2.00 per foot where deemed necessary. The condition of the comp was based on pictures and comments in MLS and observation from the street. Comps 1 & 3 have been partially remodeled but are still in average overall condition. All of the closed sales were given equal consideration with comp #4 factored into the final reconciliation of value for the subject property. The appraised value is supported at the middle of the adjusted value range and is bracketed at the middle of the comparable sales prices.

Form data: Economic Age Basis  
80

Form data: Comments  
Additional Comments  
INTENDED USER STATEMENT:

The intended user of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and the Definition of Market Value. No additional Intended Users are identified by the appraiser.

## DEFINITION OF INSPECTION:

The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection." The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure or sub floor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

## DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand-applied signature. If the report has a hand-applied signature, this comment does not apply.

## CLARIFICATION OF CERTIFICATION #2 (INSPECTION SCOPE):

I performed a complete visual inspection of the interior and exterior areas of the subject property. A complete visual inspection includes areas which are "readily observable", defined as observations made by the appraiser or conditions that are immediately discernible and noticeable during the typical site visit. The appraiser is not required to move furniture, equipment or

\*\*\*CONTINUED ON NEXT PAGE\*\*\*



## TEXT ADDENDUM

File # 21108387

Borrower/Client	ARTURO B MARTINEZ		
Property Address	17359 Hibiscus St		
City	Fontana	County	San Bernardino State CA Zip Code 92335
Lender	Bank of America, N.A.		

cause damage to the property. The appraiser's inspection of the attic and/or crawl space, if applicable, is limited to head and shoulders access unless otherwise stated in the report.

Reporting for FEMA Special Flood Hazard Area was obtained through an internet data source provider by RealQuest and/or NDCData software. By direction of the lender/client, the appraiser reports what can be determined through the internet data source, but has not examined or included available floods map developed by FEMA. The lender/client obtains flood certification from a third party vendor.

The estimated exposure time for the subject property is approximate 30 to 90 days.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the past three year period immediately preceding acceptance of this assignment.

# UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

## Condition Ratings and Definitions

### C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

*Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

### C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

*Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

### C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

*Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

### C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

*Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

### C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

*Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

### C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

*Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

## Quality Ratings and Definitions

### Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

### Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

### Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

### Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

### Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

### Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

## Definitions of Not Updated, Updated, and Remodeled

### Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical /functional deterioration.

### Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

### Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/ or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

## Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

## Abbreviations Used in Data Standardization Text

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Abbreviation	Full Name	Fields Where This Abbreviation May Appear
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-In Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid-Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA –Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

## DIMENSION LIST ADDENDUM

File No. 21108387

Borrower or Owner				ARTURO B MARTINEZ			
Property Address				17359 Hibiscus St			
City	Fontana	County	San Bernardino	State	CA	Zip Code	92335
Lender or Client				Bank of America, N.A.			

Gross Living Area (GLA) 1731 s.f.Gross Building Area (GBA) 1731.0000 s.f.

Areas	Square Footage		
Basement	<u>0.0000</u>	s.f.	<u>          </u> % of GBA
Level 1	<u>1731.0000</u>	s.f.	<u>100.00</u> % of GBA
Level 2	<u>0.0000</u>	s.f.	<u>0.00</u> % of GBA
Level 3	<u>0.0000</u>	s.f.	<u>0.00</u> % of GBA
Garage	<u>0.0000</u>	s.f.	<u>          </u> % of GBA
Other	<u>0.0000</u>	s.f.	<u>0.00</u> % of GBA

Area Dimensions						Type of Area				Level		
Measurements			Factor	Area		Living	Bsmnt	Garage	Other	One	Two	Three
<u>22.00</u>	X	<u>51.00</u>	X	<u>1.00</u>	=	<u>1122.00</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>29.00</u>	X	<u>21.00</u>	X	<u>1.00</u>	=	<u>609.00</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>          </u>	X	<u>          </u>	X	<u>          </u>	=	<u>          </u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>          </u>	X	<u>          </u>	X	<u>          </u>	=	<u>          </u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>          </u>	X	<u>          </u>	X	<u>          </u>	=	<u>          </u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>          </u>	X	<u>          </u>	X	<u>          </u>	=	<u>          </u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>          </u>	X	<u>          </u>	X	<u>          </u>	=	<u>          </u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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## Market Conditions Addendum to the Appraisal Report

20141014-02088-1

File # 21108387

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address **17359 HIBISCUS ST** City **FONTANA** State **CA** ZIP Code **92335-4916**

Borrower **ARTURO B MARTINEZ**

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below: if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKETING ANALYSIS	Inventory Analysis		Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
	Total # of Comparable Sales (Settled)		10	9	5	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
	Absorption Rate (Total Sales/Months)		1.67	3	1.67	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
	Total # of Comparable Active Listings		4	5	7	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
	Months of Housing Supply (Total Listings/Ab. Rate)		2.4	1.67	4.2	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
RESIDENTIAL MARKET	Median Sale & List Price, DOM, Sale/List %		Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
	Median Comparable Sale Price		\$262,075	\$290,000	\$296,100	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
	Median Comparable Sales Days on Market		23.5	29	14	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
	Median Comparable List Price		\$291,500	\$265,000	\$309,900	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
	Median Comparable Listings Days on Market		194	79	32	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Housing Market	Median Sale Price as % of List Price		101.60	100.04	101.86	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
	Seller-(developer, builder, etc.) paid financial assistance prevalent?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.).

The CRMLS MLS indicates there were 24 closed sales during the past 12 months and 5 of those sales contained seller concessions which is 21% of the total transactions in this market area. Prior Months 7-12: 10 Sales; 1 with concessions; 10% of sales for this period. 4-6: 9 Sales; 3 with concessions; 33% of sales for this period. 0-3: 5 Sales; 1 with concessions; 20% of sales for this period. The concessions ranged between 2,500 and 7,925. The median concession amount is \$5,000.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).

The CRMLS MLS indicates there were 24 closed sales during the past 12 months and 4 of those sales were either foreclosures or short sales which is 17% of the total transactions in this market area. Prior Months 7-12: 10 Sales; 2 foreclosures or short sales; 20% of sales for this period. 4-6: 9 Sales; 2 foreclosures or short sales; 22% of sales for this period. 0-3: 5 Sales; 0 foreclosures or short sales; 0% of sales for this period.

Cite data sources for above information.

The CRMLS MLS was the data source used to complete the Market Conditions Addendum.

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The data indicates that value are relatively stable with a marketing time of 30 to 90 days. Supply is in balance with demand.

If the subject is a unit in a condominium or cooperative project, complete the following:

Project Name:

CONDOMINIUM / CO-OP PROJECT	Subject Project Data		Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
	Total # of Comparable Sales (Settled)					<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
	Absorption Rate (Total Sales/Months)					<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
	Total # of Active Comparable Listings					<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
	Months of Unit Supply (Total Listings/Ab. Rate)					<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature

Appraiser Name **Larry K. Pall**

Company Name **Landsafe Appraisal Services**

Company Address **1916 N Campus Ave Upland, CA 91784**

State License/Certification # **AR005240** State **CA**

Email Address **larry.pall@landsafe.com**

Signature

Supervisory Appraiser Name

Company Name

Company Address

State License/Certification #

Email Address

## TEXT ADDENDUM

File # 21108387

Borrower/Client	ARTURO B MARTINEZ				
Property Address	17359 HIBISCUS ST				
City	FONTANA	County		State	CA
				Zip Code	92335-4916
Lender					

Form data: Type of Appraisal  
Appraisal Report

## SUBJECT PHOTOGRAPH ADDENDUM

File # 21108387

Borrower/Client ARTURO B MARTINEZProperty Address 17359 Hibiscus StCity FontanaCounty San BernardinoState CAZip Code 92335Lender Bank of America, N.A.**FRONT OF SUBJECT PROPERTY**

Appraised Date: October 16, 2014

Appraised Value: \$245000

**REAR OF SUBJECT PROPERTY****STREET SCENE**

## ADDITIONAL PHOTOGRAPH ADDENDUM

File # 21108387

Borrower/Client ARTURO B MARTINEZProperty Address 17359 Hibiscus StCity FontanaCounty San BernardinoState CAZip Code 92335Lender Bank of America, N.A.KITCHEN


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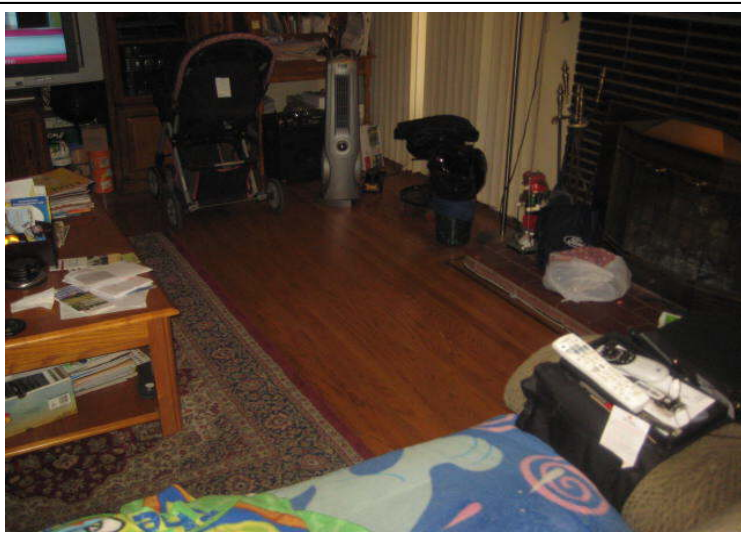
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LIVING AREALiving Room


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BATHROOM


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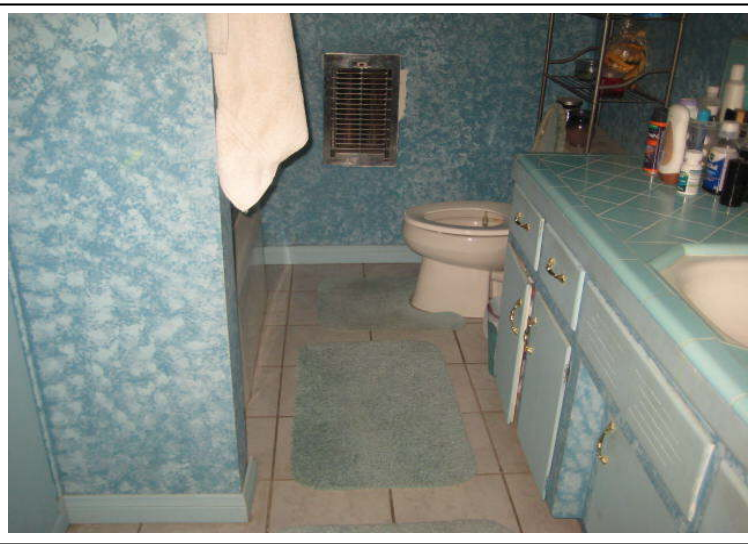


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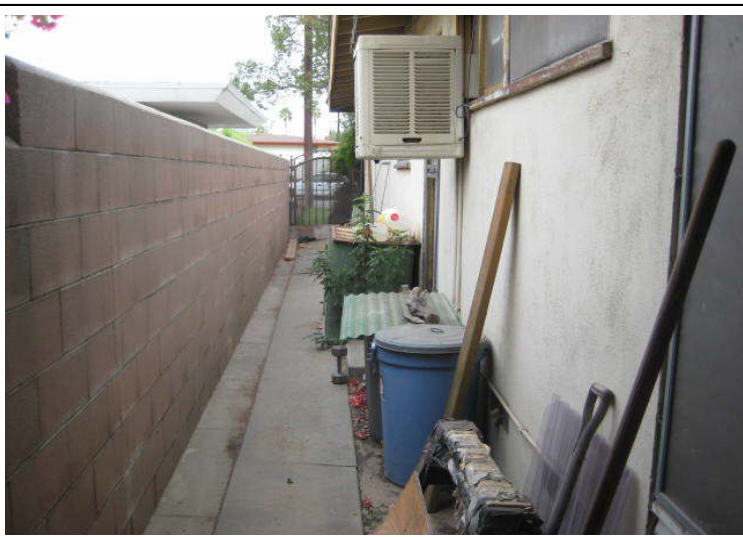
## ADDITIONAL PHOTOGRAPH ADDENDUM

File # 21108387

Borrower/Client ARTURO B MARTINEZProperty Address 17359 Hibiscus StCity FontanaCounty San BernardinoState CAZip Code 92335Lender Bank of America, N.A.BATHROOMBathroomINTERIORDining RoomINTERIOROtherInterior of Enclosed patio.

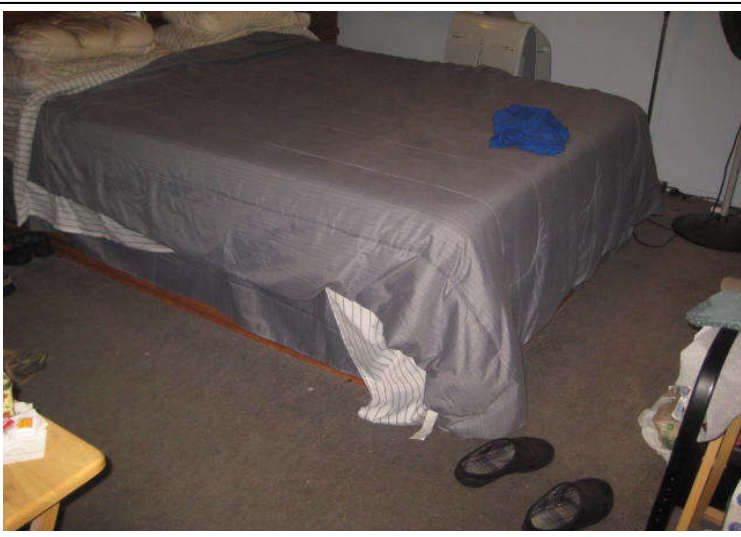
## ADDITIONAL PHOTOGRAPH ADDENDUM

File # 21108387

Borrower/Client ARTURO B MARTINEZProperty Address 17359 Hibiscus StCity FontanaCounty San BernardinoState CAZip Code 92335Lender Bank of America, N.A.INTERIORBedroomSide of Subject.Side of Subject.

## ADDITIONAL PHOTOGRAPH ADDENDUM

File # 21108387

Borrower/Client ARTURO B MARTINEZProperty Address 17359 Hibiscus StCity Fontana County San Bernardino State CA Zip Code 92335Lender Bank of America, N.A.Bedroom.Game room.Bedroom



## COMPARABLES PHOTOGRAPH ADDENDUM

File # 21108387

Borrower/Client ARTURO B MARTINEZProperty Address 17359 Hibiscus StCity FontanaCounty San BernardinoState CAZip Code 92335Lender Bank of America, N.A.**Comparable Sale 1**17424 Pine AveFontana CA 92335Date of Sale: s08/14;c07/14Sale Price: 266000Sq. Ft.: 1911\$ / Sq. Ft.: 139.19**Comparable Sale 2**9050 Ferndale AveFontana CA 92335Date of Sale: s08/14;c07/14Sale Price: 240000Sq. Ft.: 1184\$ / Sq. Ft.: 202.70**Comparable Sale 3**17677 Granada AveFontana CA 92335Date of Sale: s05/14;c04/14Sale Price: 255000Sq. Ft.: 1701\$ / Sq. Ft.: 149.91

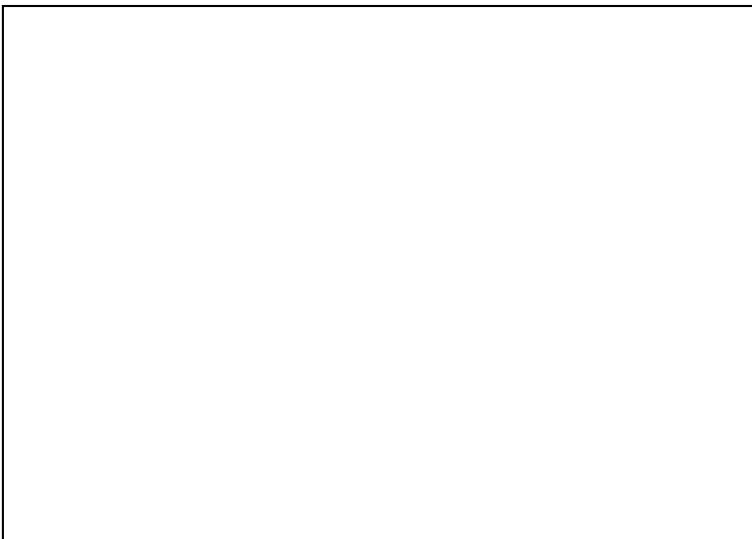
Lender Bank of America, N.A.



\$ / Sq. Ft.: 141.92



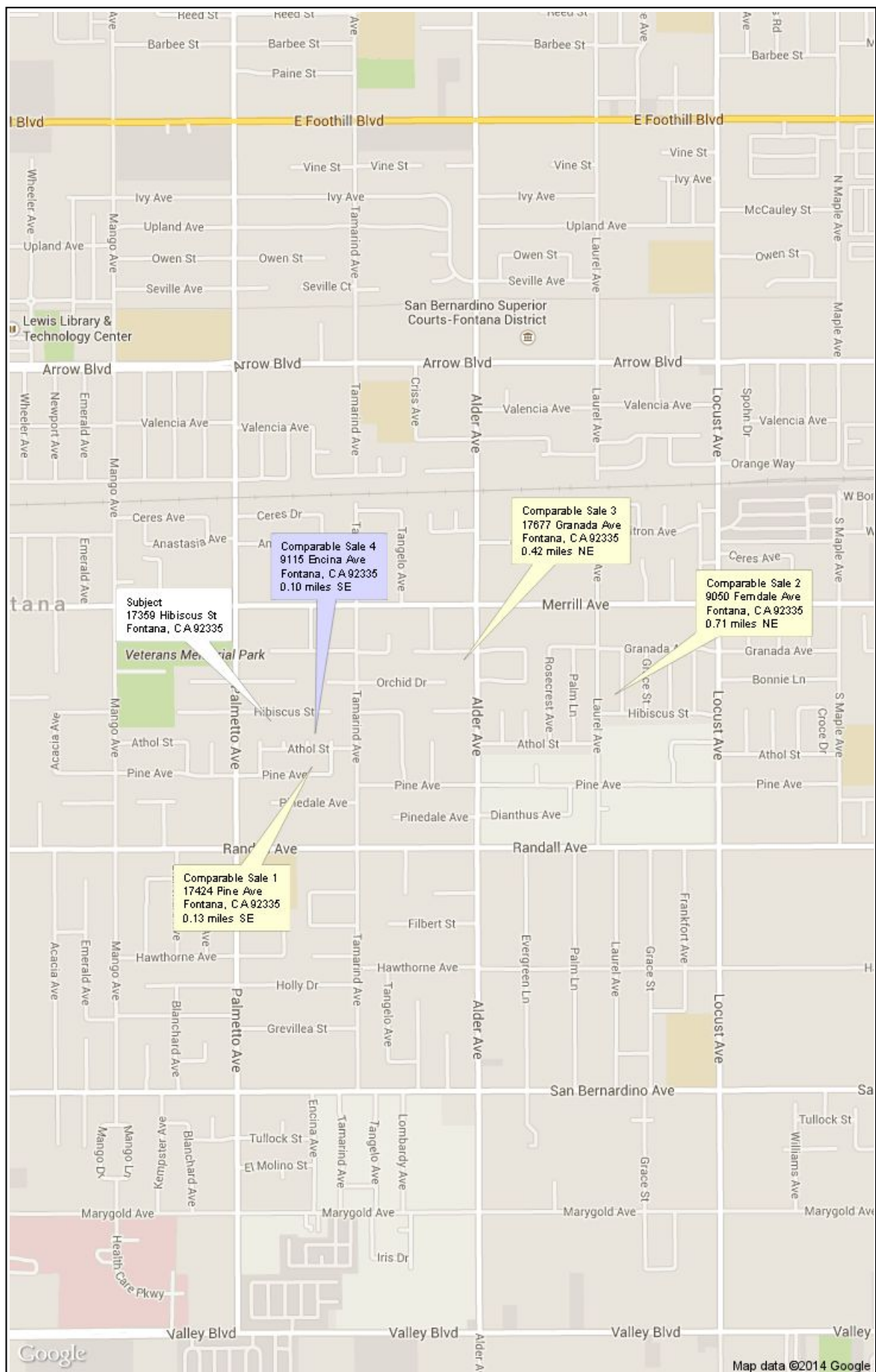
## \$ / Sq. Ft.:



## \$ / Sq. Ft.:

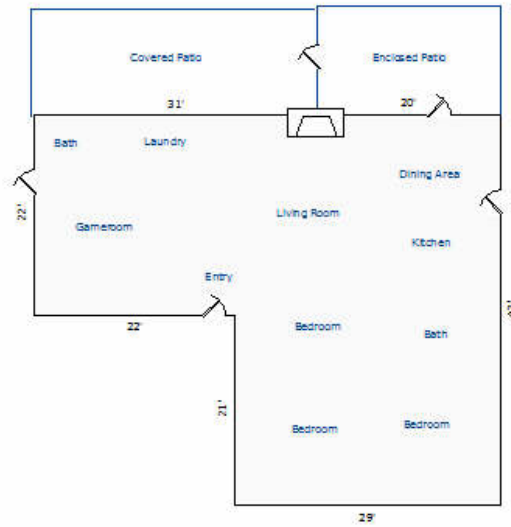
## LOCATION MAP ADDENDUM

File # 21108387

Borrower/Client ARTURO B MARTINEZProperty Address 17359 Hibiscus StCity Fontana County San Bernardino State CA Zip Code 92335Lender Bank of America, N.A.

## SKETCH ADDENDUM

File # 21108387

Borrower/Client ARTURO B MARTINEZProperty Address 17359 Hibiscus StCity Fontana County San Bernardino State CA Zip Code 92335Lender Bank of America, N.A.

Sketch by Apex Sketch vs Standards™

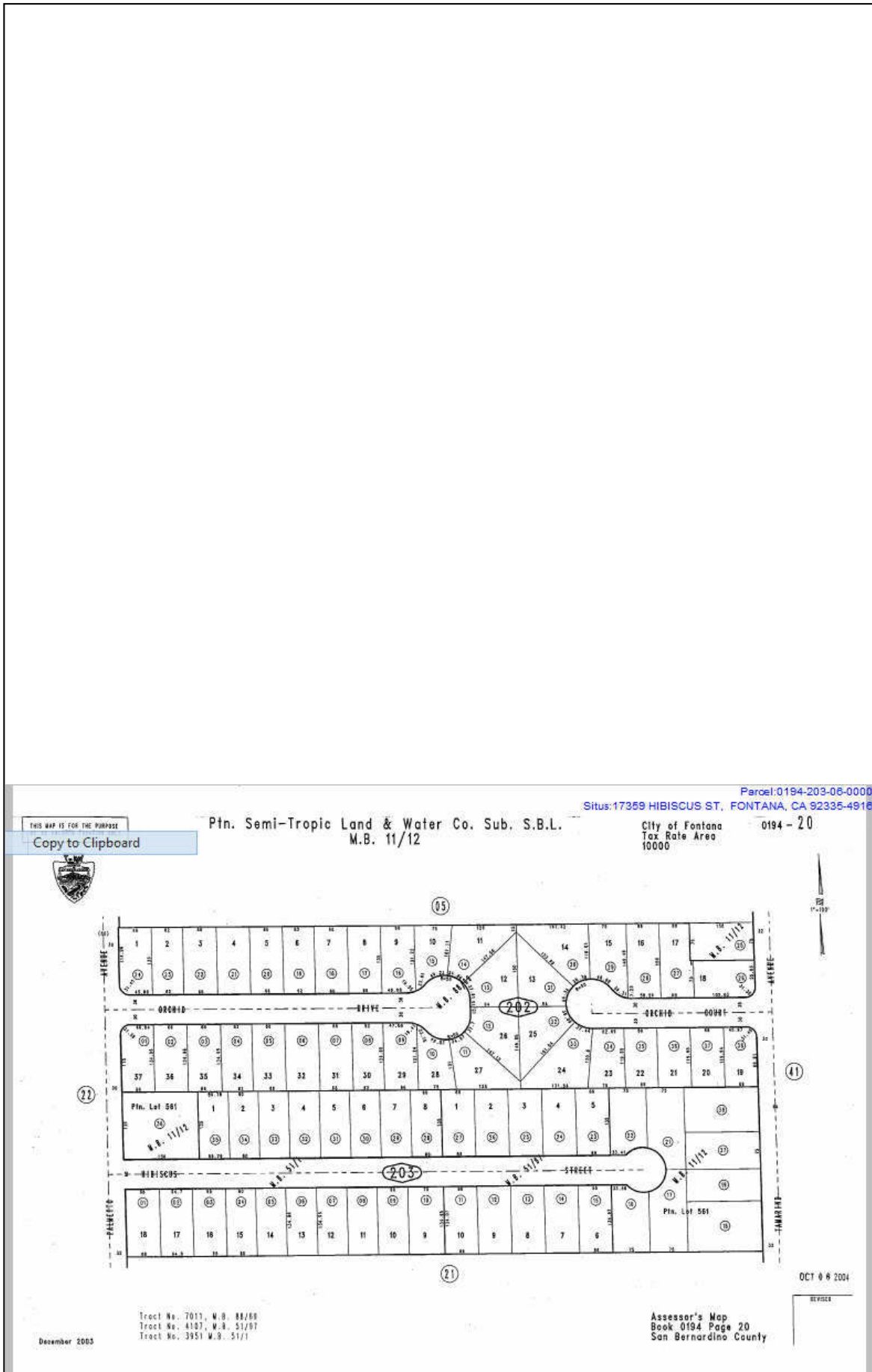
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	1731.00	1731.00
Net LIVABLE Area		(rounded)	1731

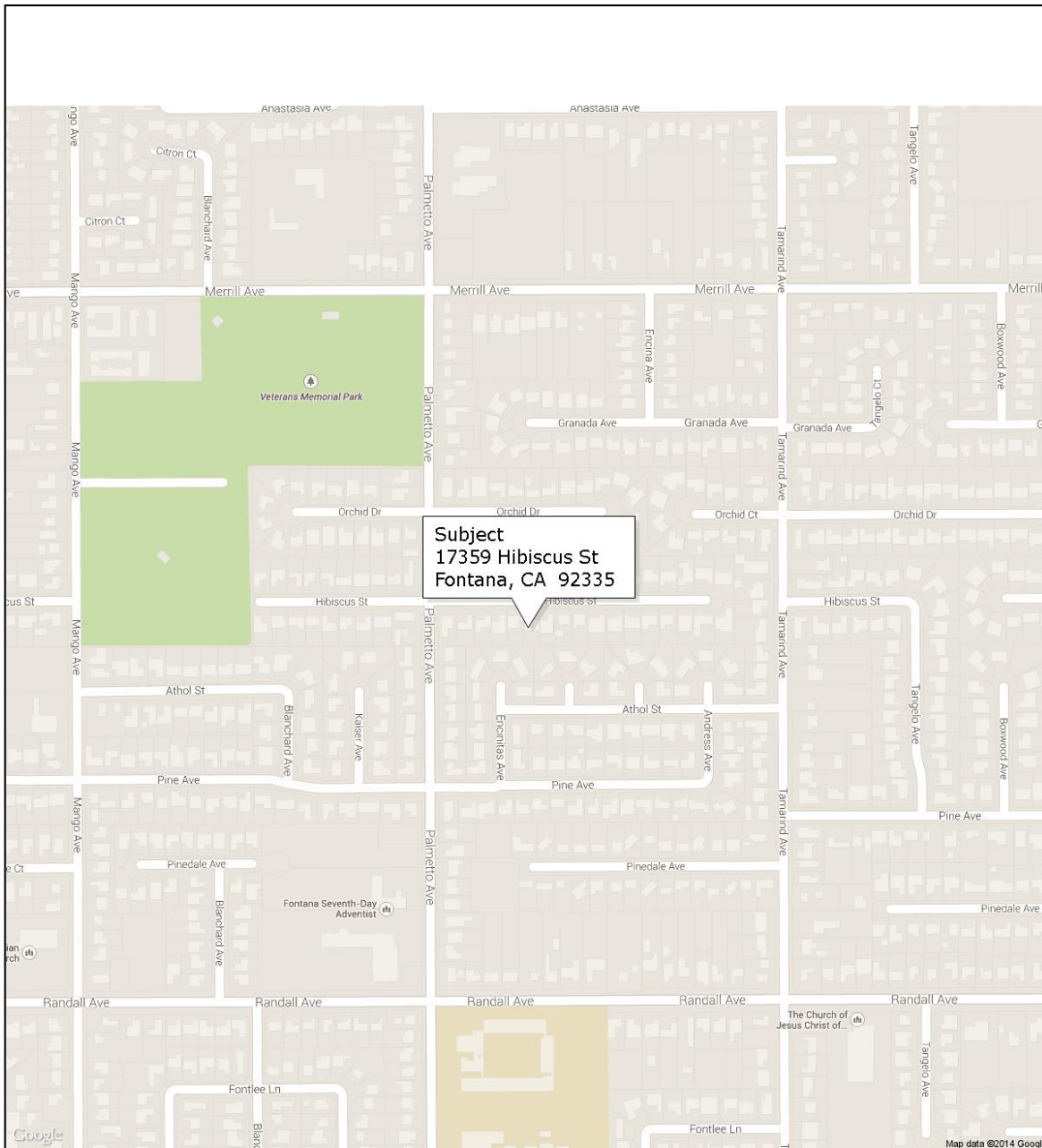
LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
51.0	x	22.0	1122.00
21.0	x	29.0	609.00
2 Items			(rounded)
			1731

## PLAT MAP ADDENDUM

File # 21108387

Borrower/Client ARTURO B MARTINEZProperty Address 17359 Hibiscus StCity Fontana County San Bernardino State CA Zip Code 92335Lender Bank of America, N.A.



Borrower/Client **ARTURO B MARTINEZ**Property Address **17359 Hibiscus St**City **Fontana** County **San Bernardino** State **CA** Zip Code **92335**Lender **Bank of America, N.A.****FLOOD INFORMATION****Community:** CITY OF FONTANA**Property is NOT in a FEMA Special Flood Hazard Area****Map Number:** 06071C8658H**Panel:** 8658H**Zone:** X**Map Date:** 08-28-2008**FIPS:** 06071**Source:** FEMA DFIRM**LEGEND**
 = FEMA Special Flood Hazard Area – High Risk

 = Moderate and Minimal Risk Areas
**Road View:**
 = Forest

 = Water
**Sky Flood™**

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

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