



3 Hutton Centre Drive, Suite 610, Santa Ana CA 92707 • Tel: (657) 210-9400 • Fax: [faxes@valuescrow.com](mailto:faxes@valuescrow.com)

## LOAN ESCROW INSTRUCTIONS

TO: **ValuEscrow Inc. (ID:NTP)**

Date: **October 24, 2014**  
Escrow Officer: **Bill Faber**  
Escrow Number: **14-2745-BF**

**VALUESCROW INC. (ID:NTP) IS LICENSED AS AN ESCROW AGENT BY THE DEPARTMENT OF BUSINESS OVERSIGHT OF THE STATE OF CALIFORNIA, LICENSE # 9632724.**

The undersigned Borrower(s) is obtaining a loan on the property hereinafter described and will cause Lender to hand you the proceeds of a new Trust Deed in the amount of **\$62,832.00**, less Lender's normal costs and charges, which you are authorized to use on or before, **October 25, 2014** providing upon recordation of the securing Deed of Trust, you obtain an ALTA Lender's Policy of title insurance, per Lender's requirements covering real property in the County of **San Bernardino**, State of California, as follows:

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.

**COMMONLY KNOWN AS: 17359 Hibiscus Street, Fontana, CA 92335**

The title policy is to show the title to the property to be vested in:

**Arturo B. Martinez, an Unmarried Man**

The policy is to be free of encumbrances except as follows:

1. Any General and Special Taxes and Special District Levies not due or delinquent; this will include the lien of supplemental taxes, if any, assessed pursuant to Chapter 498, 1983 Statutes of the State of California.
2. All Taxes, Bonds and Assessments levied or assessed subsequent to the date of these instructions.
3. Covenants, conditions, reservations (including exceptions of oil, gas, minerals, hydrocarbons, and/or lease without right of surface entry), restrictions, rights of way, and easements for public utilities, districts, water companies, alleys, and streets.
4. First Trust Deed to file, securing a note in the principal amount of **\$62,832.00** in favor of **Bank of America, NA** at the best prevailing rate and terms per instructions to be deposited into escrow.

**DEPOSIT OF FUNDS INTO ESCROW:** Each of the undersigned acknowledges and understands that pursuant to State of California Assembly Bill ("Good Funds Legislation") which became effective January 1, 1990, funds deposited into escrow and/or deposited with the Title Company for use in this escrow by the Property Owner, Buyer and New Lender in any form other than a wire transfer may cause a delay in the closing of this escrow and/or disbursement of funds at the time of closing. Each of the undersigned hereby indemnifies and holds **ValuEscrow Inc. (ID:NTP)** and its officers and/or Employees harmless with the respect to any delay in closing and/or disbursement of funds due to compliance with the Provisions of "AB512".

**NOTICE REGARDING CLOSING FUNDS:** In the event Borrower elects to deposit closing funds by Cashier's Check, said funds **MUST** be deposited not later than 48 hours prior to the anticipated date of close of escrow, pursuant to AB512 Good Funds Law.

**CONDITION OF TITLE:** Escrow Holder is authorized and instructed to pay any encumbrance necessary to place title in the condition called for herein and Borrower will hand you any instruments and/or funds as required for such purpose.

**OBTAIN DEMAND:** Escrow holder is hereby authorized and instructed to obtain demand from lender(s) of record, in order to place title in the condition as provided herein, and pay for same from Borrower's proceeds at the close of escrow, including prepayment penalties, interest and such other costs, if applicable

**FIRE INSURANCE:** Secure for Lender an endorsement on existing insurance policy naming lender as Loss Payee as per lender instructions. Charge account of Borrower at close of escrow and pay premiums as may be required for same, per billing to be deposited herein prior to close of escrow.

**ESCROW CANCELLATION FEE:** Borrower is aware that in the event this escrow is cancelled, Borrower shall pay a cancellation fee of **\$N/A** to Escrow Holder. Said cancellation fee to be deducted from funds on deposit upon written and/or verbal notice of cancellation by Lender or Borrower.

**HOLD OPEN FEE:** It is agreed that if, for any reason, this escrow is not closed within NINETY (90) days of the established date for closing as shown herein, Escrow Holder may at their option charge a hold-open fee against funds then on deposit in the amount of **\$50.00** for each month, or fraction thereof, that this escrow remains unclosed.

**CLOSING COSTS/CHARGES:** Pay escrow charges and proper recording fees, also charges for evidence of title called for above (whether or not this escrow is consummated) and you are authorized to pay off any bonds, assessments and/or taxes, also any encumbrances of record, plus accrued interest, charges and bonus, if any, to show title as called for above and/or necessary to comply with same. Instruct the title company to begin search of title at once.

**ADVANCE RELEASE OF DEMAND FEES:** In the event the Existing Lienholder(s) requires payment to demand statement fees in advance of issuing their demand statement, Borrower shall deposit sufficient funds as called for by Escrow Holder for payment of same and authorizes Escrow Holder to release said funds to Existing Lienholder(s) prior to close of escrow. Borrower acknowledges and agrees that said funds are NON-REFUNDABLE in the event this escrow is not consummated.

**EACH PARTY TO THIS ESCROW HAS RECEIVED A COPY OF THESE INSTRUCTIONS AND HAS READ THE ADDITIONAL ESCROW CONDITIONS, GENERAL PROVISIONS AND INSTRUCTIONS ATTACHED HERETO AS IF SAME APPEARED OVER THEIR SIGNATURES.**

Borrower's Signature

\_\_\_\_\_  
Arturo B. Martinez

ADDITIONAL ESCROW INSTRUCTIONS

**CLOSE OF ESCROW:** The close of escrow shall be the day documents deposited in this escrow are recorded pursuant to these instructions.

**EXTENSION OF TIME FOR CLOSING:** If the conditions of this escrow have not been complied with at the time provided for in these instructions, you are nevertheless to complete this escrow as soon as the conditions (except as to time) have been complied with, unless a written demand for the return of money and/or instruments by a party to this escrow is received by you prior to the recording of any instrument provided for in these instructions.

**NECESSITY FOR WRITTEN INSTRUCTIONS:** No notice, demand or change or instructions shall be of any effect unless given to you in writing and approved in writing by all parties affected by same.

**DEPOSITS AND DISBURSEMENTS:** All funds delivered to you by the parties to this escrow shall be deposited in any non-interest bearing account designated as a "Trust Account" with any bank or depository authorized by the Federal or State Government, and may be transferred to, and co-mingled with, other such trust accounts. You shall not be obligated to identify or to guarantee the signature of any payee on said checks.

**SUB-ESCROW AGENTS:** As you deem reasonably necessary to the closing of this escrow, you may deposit any funds or documents received by you herein, with any bank, title insurance company, savings and loan association, trust company, industrial loan company, credit union, admitted insurer or licensed escrow agent and any such deposit shall be deemed in accordance herewith. In this regard, you are authorized to utilize the services of one or more sub-escrow agents as defined under the California Financial Code and/or documents prior to close of escrow, if reasonable necessary in your discretion.

**ADJUSTMENTS AND PRORATIONS:** All adjustments shall be made upon the basis of a thirty day month, including, but not necessarily limited to the following: A. Taxes for the current year, based on tax amounts disclosed on last available tax bill; B. Premiums on fire insurance policies as handed you; C. Interest on loans of record, based on statement from the lender.

**RECORDING AND TRANSFER FEES:** To facilitate the recording of any documents delivered into or through this escrow, you may pay all required fees; all of the costs of which shall be deemed to constitute an authorized expenditure to be paid or charged to the party responsible therefore.

**EFFECT OF CONFLICT:** If, before or after recording documents, you receive or become aware of any conflicting demands or claims (hereinafter "conflicts") with respect to this escrow, the rights or obligations of any of the parties or any money or property deposited or affected, you shall have the right to discontinue further performance on your part until the conflict is resolved to your satisfaction. In addition, you shall have the right to commence or defend any action or proceeding you deem necessary for the determination of the conflict. A conflict shall be deemed to include, but is not necessarily limited to, your receipt of unilateral instructions or instructions from some, but not all of the escrow. In the event of a conflict, you shall not be liable to take any action of any kind, but may withhold all moneys, securities, documents or other things deposited into escrow, until such conflict has been determined by agreement of the parties or by legal process. In the event any action is commenced to determine a conflict or otherwise to enforce or declare the provisions of these instructions or to rescind them, including, but not limited to, a suit in inter pleader (whether or not the action is prosecuted to final judgment, voluntarily dismissed or settled, and irrespective of whether you are the prevailing party in any such action) and it becomes necessary or desirable for you to obtain legal advice with respect to a conflict or on account of any matter or thing arising out of or in any way related to these instructions, whether or not suit is actually commenced, the parties to this escrow jointly and severally agree to pay all of your costs, damages, judgments and expenses, including attorney's fees, incurred by you in connection with the same.

**PAYMENT OF FEES AND CHARGES:** It is understood that the fees agreed to be paid for your services are for ordinary and usual services only, and should there be any extraordinary or unusual services rendered by you, the undersigned agree to pay reasonable compensation to you for such extraordinary or unusual services, together with any costs and expenses which may be incurred by you in connection with same. Upon the close of escrow, you may retain, on your own behalf, your charges, costs and fees and charge the same in your accounting against the person responsible therefore.

IT IS UNDERSTOOD THAT, IN THE EVENT THIS ESCROW IS CANCELLED OR TERMINATED, YOU WILL RECEIVE COMPENSATION FOR SUCH SERVICES AS YOU HAVE RENDERED IN CONNECTION WITH THIS ESCROW.

**LIMITATIONS ON DUTIES AND LIABILITIES:** YOU SHALL NOT, IN ANY MANNER OR UNDER ANY THEORY OF LAW OR EQUITY, HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY OR ALL OF THE FOLLOWING ACTS, EVENTS KNOWLEDGE OR CIRCUMSTANCES:

- Determining the sufficiency, genuineness or validity of any document, instrument or writing deposited with you herein or the form of content, or the identity or authority of the persons executing or depositing any of the same;
- Ascertaining the terms, covenants or conditions of any document, instrument or writing deposited with you, or to investigate or examine the circumstances under which it was executed and/or delivered to you;
- The failure to notify any person, including but not limited to the parties hereto, of any sale, resale, loan, exchange or other transaction involving the property or rights that are the subject hereof or incidental thereto, or any profit or advantage to any person, firm or corporation, including by not limited to any broker or agent of any party hereto, regardless of the fact that such other transaction(s) may be directly or indirectly handled by you in connection with the within escrow or any other escrow, or come to your knowledge, in any form whatsoever;
- The payment, examination as to amount, propriety or validity of any tax, including but not limited to personal property, corporate, business or license tax or any description, assessed against, chargeable or payable by either of the parties hereto;
- Your failure or refusal to comply with any amendments, supplements and/or notations hereof or hereto which are not signed by all parties hereto and actually delivered to you;
- Your failure or refusal to terminate or cancel the within escrow, without full and complete compliance, to your satisfaction, with the provisions of paragraph "Necessity for Written Instructions" herein;
- For any liability predicted upon any relationship other than that of an escrow holder, it being specifically irrevocably and conclusively understood, agreed and deemed no other legal relationship is hereby created or shall be implied, assumed or come into being;
- For failure of any party to this escrow to comply with any of the provisions of any agreement, contract, or other instrument filed or referred to in these instructions;
- Any duties beyond that of an escrow holder, which are expressly limited to the safekeeping of money, instruments or other documents received by escrow holder and for the disposition of them in accordance with the written instructions accepted by you.
- Your knowledge of matters affecting the property which is the subject hereof shall not, and does not, create any liability or duty in addition to the responsibility of escrow holder under these instructions;
- You shall not be obligated to make any physical examination of any real or personal property describe in any document deposited into this escrow, and the parties agree that you have not made, and will not make, any representations whatsoever regarding said property;
- You shall not be concerned with, nor responsible for, the giving of any disclosures required by Federal or State law, including but not limited to, any disclosures required under Regulation Z, pursuant to the Federal Consumer Credit Protection Act, the effect of any zoning laws, ordinances or regulations affecting any other property described in this escrow. The undersigned jointly and severally agree to indemnify and hold you harmless by reason of any misrepresentation of omission by either party or their respective agents, or the failure of the parties to this escrow to comply with the rules and/or regulations of any governmental agency, state, federal, county, municipal or otherwise. Parties to this escrow have satisfied themselves outside of escrow that this transaction is not in violation of the Subdivision Map Act or any other law relating to land division, and you are relieved of all responsibility and/or liability in connection with same, and are not to be concerned with the enforcement of said laws;
- Any loss that may occur by reasons of (i) forgeries or false representations; (ii) the exercise of your discretion in any particular manner, (iii) for any act, duty requirement or obligation not expressly required of you hereunder or specifically state herein; or, (iv) for any reason whatsoever except your gross neglect or willful misconduct.

**AUTHORITY OF BUSINESS ENTITY:** As to any corporation, partnership or other entity which may be a party hereto, it shall be conclusively presumed that any document executed by an officer or general partner of such entity was made upon due, full, legal and complete authority of the governing body of such entity, and you shall have no responsibility to independently investigate or verify such authority.

**AUTHORITY TO RELEASE INFORMATION:** You are authorized and instructed to furnish information from this escrow to lender and/or brokers as may be requested by them, including, but not limited to copies of all instructions and closing statement(s) in this escrow. You are authorized to accept funds deposited to a party's account by such party's broker or agent without further authorization.

**SUCCESSORS AND ASSIGNS:** The provisions hereof shall bind each party hereto and his respective heirs, administrators, executors, assigns, trustees, guardians, conservators, receivers and successors in interest.

**DESTRUCTION OF DOCUMENTS:** You are authorized to destroy or otherwise dispose of any or all documents, instruments or writings received by you herein and accounting or disbursement records pertaining hereto at the expiration of five (5) years from and after the initial date hereof, regardless of any subsequent notations thereto or the date of close of escrow, without liability or further notice to any parties hereto.

**EXECUTION IN COUNTERPARTS:** These instructions may be executed in counterparts, each shall be deemed an original regardless of the date executed and delivered, and said counterparts shall constitute one and the same instrument. When necessary to the context hereof or the contents thereof, the singular shall include the plural, or vice-versa, and the gender used shall include the true and proper gender.

**EFFECT OF EXECUTION:** The signatures of the undersigned hereon and on any document(s) and instrument(s) pertaining to this escrow indicates their unconditional acceptance of the same and constitutes acknowledgment of their receipt of a copy of the same.

**ESCROW COMPANIES ARE NOT AUTHORIZED TO GIVE LEGAL ADVICE, IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY BEFORE SIGNING.**



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## NEW FINANCING AMENDMENT

Date: October 24, 2014

Escrow No.: **14-2745-BF**

Re: **17359 Hibiscus Street, Fontana, CA 92335**

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TO: **ValuEscrow Inc. (ID:NTP) - Bill Faber**

My previous instructions in the above numbered escrow are hereby modified – supplemented in the following particulars only:

Borrower has qualified for a new Trust Deed loan in favor of **Bank of America, NA**, in the principal amount of **\$62,832.00**, with a rate of **4.0000%** per annum for a loan term of **180** months, per Lender's documents to be placed in escrow. Borrower's execution of Lender's documents shall deem their approval of all terms and conditions contained therein.

All other terms and conditions of this escrow shall remain the same. All parties signing this instruction acknowledge receipt of a copy of same.

## END OF AMENDMENT

Borrower's Signature

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Arturo B. Martinez