

Alliance Title Escrow Documents

George Chelius III <cheliug@lls.edu>
To: tisc-dl-transitionteam@firstam.com

Mon, Oct 13, 2014 at 11:51 AM

To whom it may concern,

I am assisting a client in in state income tax appeal with the CA Board of Equalization tomorrow at 9:30am. Any immediate assistance would be appreciated. It has come to my attention that First American Title and Escrow have the records for Alliance Title's Escrow department.

I am seeking a HUD-1 or closing statement for Robert and Raya Zakir from 2007, deed of trust document # 2007-0317926. Mr. Zakir and I need to show the payoffs that were made to Countrywide mortgage when he refinanced.

I have a power of attorney that I can provide you, or I can have Mr. Zakir contact you if need be. But it is imperative that we receive these documents before tomorrow morning, as we have expended much time trying to track down who would have these documents since Alliance Title closed.

Best regards,

--
George L. Chelius
Tax Appeals Assistance Program
Loyola Law School
919 South Albany Street, Los Angeles, CA 90015
Email: cheliug@lls.edu Message Phone: (657) 333-5350

FAHQ-RA-NIC Service Requests <NICServiceRequests@firstam.com>
To: George Chelius III <cheliug@lls.edu>

Mon, Oct 13, 2014 at 1:16 PM

In 2007 and 2008, five title insurance agents (Alliance Title Company, Financial Title Company, Title Guaranty Agency, American Heritage Title Agency of AZ and Arizona Title) were closed by the parent company, Mercury Companies. All of these title insurance agents and the parent company filed for bankruptcy protection in either California or Colorado. First American Title was an underwriter for these title insurance agents. As of April 1, 2013, First American Title does not have access to any information, electronically or in paper form, regarding these title insurance agents, their escrow files, title files and/or banking records. First American Title is neither the custodian of records, the successor in interest nor the purchaser of these title insurance agents. First American Title has no funds on deposit for these title insurance agents. First American will not provide legal advice to parties of files regarding these companies. If you wish to make a claim on a First American title insurance policy, please refer to the First American website at <http://www.firstam.com/title/about/submitting-a-claim.html>

Thank you

Transition Team

STATE BOARD OF EQUALIZATION



Appeal Name: Rob & Raya zakir
Case ID: 624832 ITEM # B1
Date: 10-14-14 Exhibit No: 10-1
TP FTB DEPT PUBLIC COMMENT

TAXPAYER EXHIBIT
B1
October 14, 2014
Rob Zakir and Raya Zakir
624832

From: George Chelius III [mailto:cheliug@lls.edu]
Sent: Monday, October 13, 2014 11:52 AM
To: TISC-DL-TransitionTeam
Subject: Alliance Title Escrow Documents

[Quoted text hidden]

This message may contain confidential or proprietary information intended only for the use of the addressee(s) named above or may contain information that is legally privileged. If you are not the intended addressee, or the person responsible for delivering it to the intended addressee, you are hereby notified that reading, disseminating, distributing or copying this message is strictly prohibited. If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message and any copies immediately thereafter.

If you received this email as a commercial message and would like to opt out of future commercial messages, please let us know and we will remove you from our distribution list.

Thank you.~

FAFLD

Subject: Fwd: [REDACTED]
From: Melissa Chelius (melissachelius@gmail.com)
To: george355@yahoo.com;
Date: Monday, September 29, 2014 2:06 PM

----- Forwarded message -----

From: <afwhitney@gmail.com>
Date: Sep 29, 2014 2:06 PM
Subject: Property: [REDACTED]
To: "melissachelius" <MELISSACHELIUS@gmail.com>
Cc:

[REDACTED]

Property Details

Address: [REDACTED]
Property Owner Name: FINNELL DONALD E & QI YUAN
Secondary Owner Name:
Address: [REDACTED]
Unit:
Unit Type:
City: [REDACTED]
State: CA
Zip: 92130
Parcel #: 304-342-29-00
Legal Brief Description:
CityMuniTwp: [REDACTED]
Tax Amount: \$14,251.60
Market Value: \$0.00

Foreclosure Status:

Property Characteristics

Bedrooms: 4
Year Built: 1992
Building Area: 3489
Baths: 3
Garage Type: Yes
Garage Number of Cars: 3
Lot Size: 8581
Lot Size Units: SF
Total Rooms:
Fireplace:
Num. Units: 1
Zoning: 1
Pool:

Taxpayer Exhibits
B1
October 14, 2014
Rob Zakir and Raya Zakir
624832

Use Code: Single Family Residential
Basement:

Comparable Sales

Comp #: 1

Address: 13635 WINSTANLEY WAY

Unit:

Unit Type:

City: SAN DIEGO

Recording Date: 2014/09/02

Sale Price: \$1,310,000.00

Price Per SQFT: \$396.00

Building Area: 3307

Lot Size: 11151

Bedrooms: 4

Baths: 3

Comp #: 2

Address: 13155 WINSTANLEY WAY

Unit:

Unit Type:

City: SAN DIEGO

Recording Date: 2014/08/12

Sale Price: \$1,375,000.00

Price Per SQFT: \$343.00

Building Area: 3999

Lot Size: 9235

Bedrooms: 4

Baths: 4

Comp #: 3

Address: 13375 WINSTANLEY WAY

Unit:

Unit Type:

City: SAN DIEGO

Recording Date: 2014/07/09

Sale Price: \$1,275,000.00

Price Per SQFT: \$315.00

Building Area: 4044

Lot Size: 8625

Bedrooms: 5

Baths: 4

Comp #: 4

Address: 13263 SUNSET POINT WAY

Unit:

Unit Type:

City: SAN DIEGO

Recording Date: 2014/05/19

Sale Price: \$1,400,000.00

Price Per SQFT: \$356.00
Building Area: 3922
Lot Size: 0
Bedrooms: 5
Baths: 4

Comp #: 5

Address: 13505 GLENCLIFF WAY
Unit:
Unit Type:
City: SAN DIEGO
Recording Date: 2014/05/19
Sale Price: \$1,875,000.00
Price Per SQFT: \$506.00
Building Area: 3701
Lot Size: 15290
Bedrooms: 5
Baths: 3

Comp #: 6

Address: 4709 SHADWELL PL
Unit:
Unit Type:
City: SAN DIEGO
Recording Date: 2014/04/14
Sale Price: \$1,438,000.00
Price Per SQFT: \$397.00
Building Area: 3620
Lot Size: 12023
Bedrooms: 5
Baths: 4

Comp #: 7

Address: 4972 GUNSTON CT
Unit:
Unit Type:
City: SAN DIEGO
Recording Date: 2014/04/10
Sale Price: \$1,512,500.00
Price Per SQFT: \$378.00
Building Area: 3994
Lot Size: 6490
Bedrooms: 5
Baths: 4

Comp #: 8

Address: 4889 BAYLISS CT
Unit:
Unit Type:
City: SAN DIEGO
Recording Date: 2014/03/10

Sale Price: \$1,500,000.00
Price Per SQFT: \$374.00
Building Area: 4008
Lot Size: 0
Bedrooms: 5
Baths: 4

Comp #: 9

Address: 4982 GUNSTON CT
Unit:
Unit Type:
City: SAN DIEGO
Recording Date: 2014/02/28
Sale Price: \$1,270,000.00
Price Per SQFT: \$384.00
Building Area: 3307
Lot Size: 6882
Bedrooms: 4
Baths: 3

Comp #: 10

Address: 13379 GLENCLIFF WAY
Unit:
Unit Type:
City: SAN DIEGO
Recording Date: 2014/01/27
Sale Price: \$1,625,000.00
Price Per SQFT: \$462.00
Building Area: 3512
Lot Size: 13242
Bedrooms: 4
Baths: 3

Comp #: 11

Address: 4705 REEDLEY TER
Unit:
Unit Type:
City: SAN DIEGO
Recording Date: 2013/11/13
Sale Price: \$1,331,000.00
Price Per SQFT: \$367.00
Building Area: 3620
Lot Size: 12066
Bedrooms: 5
Baths: 4

Comp #: 12

Address: 4739 REEDLEY TER
Unit:
Unit Type:
City: SAN DIEGO

Recording Date: 2013/11/08
Sale Price: \$1,330,000.00
Price Per SQFT: \$430.00
Building Area: 3090
Lot Size: 9365
Bedrooms: 4
Baths: 3

Comp #: 13

Address: 13279 SUNSET POINT WAY
Unit:
Unit Type:
City: SAN DIEGO
Recording Date: 2013/10/21
Sale Price: \$1,380,000.00
Price Per SQFT: \$351.00
Building Area: 3922
Lot Size: 0
Bedrooms: 5
Baths: 4

Comp #: 14

Address: 13447 GLENCLIFF WAY
Unit:
Unit Type:
City: SAN DIEGO
Recording Date: 2013/10/16
Sale Price: \$1,330,000.00
Price Per SQFT: \$423.00
Building Area: 3139
Lot Size: 12924
Bedrooms: 5
Baths: 3

Comp #: 15

Address: 13377 WYNGATE PT
Unit:
Unit Type:
City: SAN DIEGO
Recording Date: 2013/09/09
Sale Price: \$1,419,000.00
Price Per SQFT: \$415.00
Building Area: 3413
Lot Size: 10019
Bedrooms: 5
Baths: 4

Recent Transaction

Transfer Date: 2010/09/02
Seller Name: FINNELL, DONALD E; QI, YUAN
Sales Price:

Document Number: 2010-0461970

Assessed Value: \$1,303,588.00

Transaction History

Full Transfer

Recording Date: 2013/01/10

Document Type:

Price: \$0.00

Document Number: 2013-0019702

First TD: \$546,000.00

Type of Sale:

Mortgage Doc #:

Buyer Name: QI,YUAN; FINNELL,DONALD E

Seller Name:

Full Transfer

Recording Date: 2012/06/14

Document Type:

Price: \$0.00

Document Number: 2012-0346534

First TD: \$138,000.00

Type of Sale:

Mortgage Doc #:

Buyer Name: OI,YUAN; FINNELL,DONALD E

Seller Name:

Full Transfer

Recording Date: 2012/06/14

Document Type:

Price: \$0.00

Document Number: 2012-0346533

First TD: \$546,250.00

Type of Sale:

Mortgage Doc #:

Buyer Name: QI,YUAN; FINNELL,DONALD E

Seller Name:

Full Transfer

Recording Date: 2011/10/21

Document Type:

Price: \$0.00

Document Number: 2011-0554644

First TD: \$685,000.00

Type of Sale:

Mortgage Doc #:

Buyer Name: QI,YUAN; FINNELL,DONALD E

Seller Name:

Partial Transfer

Buyer Vesting: Community Property(Marital Community)

Recording Date: 2010/09/02
Document Type: Intrafamily Transfer or Dissolution
Price: \$0.00
Document Number: 2010-0461970
First TD: \$690,000.00
Type of Sale: Non-Arms Length Transfer
Mortgage Doc #:
Buyer Name: QI, YUAN; FINNELL, DONALD E
Seller Name: FINNELL, DONALD E; QI, YUAN

Full Transfer
Recording Date: 2010/04/12
Document Type:
Price: \$0.00
Document Number: 2010-0178102
First TD: \$693,000.00
Type of Sale:
Mortgage Doc #:
Buyer Name: FINNELL, DONALD E; QI, YUAN
Seller Name:

Full Transfer
Recording Date: 2009/08/25
Document Type: Grant Deed
Price: \$1,238,000.00
Document Number: 2009-0474998
First TD: \$697,500.00
Type of Sale: Full-Computed from Transfer Tax
Mortgage Doc #:
Buyer Name: FINNELL, DONALD E; QI, YUAN
Seller Name: ZAKIR, ROBERT; ZAKIR, RAYA

Partial Transfer
Buyer Vesting: Joint Tenancy
Recording Date: 2007/05/10
Document Type: Intrafamily Transfer or Dissolution
Price: \$0.00
Document Number: 2007-0318265
First TD: \$0.00
Type of Sale: Non-Arms Length Transfer
Mortgage Doc #:
Buyer Name: ZAKIR, ROB; ZAKIR, RAYA
Seller Name: ZAKIR, ROB; ZAKIR, RAYA

Full Transfer
Recording Date: 2007/05/09
Document Type:
Price: \$0.00
Document Number: 2007-0317926
First TD: \$1,000,000.00
Type of Sale:

Mortgage Doc #:**Buyer Name: ZAKIR,ROBERT; ZAKIR,RAYA****Seller Name:****Full Transfer****Recording Date: 2005/09/14****Document Type:****Price: \$0.00****Document Number: 2005-0794645****First TD: \$150,000.00****Type of Sale:****Mortgage Doc #:****Buyer Name: ZAKIR,ROB M; ZAKIR,RAYA H****Seller Name:****Full Transfer****Recording Date: 2004/05/27****Document Type: Grant Deed****Price: \$1,295,000.00****Document Number: 2004-0490463****First TD: \$1,000,000.00****Type of Sale: Full-Computed from Transfer Tax****Mortgage Doc #:****Buyer Name: ZAKIR, ROBERT; ZAKIR, RAYA****Seller Name: ATHILL, CHARLES A; ATHILL, LESLIE B****Full Transfer****Recording Date: 2002/10/02****Document Type:****Price: \$0.00****Document Number: 2002-0852527****First TD: \$150,000.00****Type of Sale:****Mortgage Doc #:****Buyer Name: ATHILL,CHARLES A; ATHILL,LESLIE B****Seller Name:****Full Transfer****Recording Date: 2002/10/02****Document Type:****Price: \$0.00****Document Number: 2002-0852526****First TD: \$536,000.00****Type of Sale:****Mortgage Doc #:****Buyer Name: ATHILL,CHARLES A; ATHILL,LESLIE B****Seller Name:****Full Transfer****Recording Date: 2001/10/23****Document Type:**

Price: \$0.00
Document Number: 2001-0765792
First TD: \$146,000.00
Type of Sale:
Mortgage Doc #:
Buyer Name: ATHILL,CHARLES A; ATHILL,LESLIE B
Seller Name:

Partial Transfer
Buyer Vesting: Community Property(Marital Community)
Recording Date: 2000/06/06
Document Type: Intrafamily Transfer or Dissolution
Price: \$0.00
Document Number: 2000-0295185
First TD: \$0.00
Type of Sale: Non-Arms Length Transfer
Mortgage Doc #:
Buyer Name: ATHILL, CHARLES A; ATHILL, LESLIE B
Seller Name: , ATHILL CHARLES A & LESLIE B

Full Transfer
Recording Date: 1998/06/26
Document Type: Grant Deed
Price: \$700,000.00
Document Number: 1998-0396037
First TD: \$560,000.00
Type Sale: Price Unconfirmed
Mortgage Doc #:
Buyer Name: ATHILL, CHARLES A; ATHILL, LESLIE B
Seller Name: , LEVENTHAL BARBARA J TRUST 05-11-92; LEVENTHAL, BARBARA J

Full Transfer
Recording Date: 1993/08/25
Document Type: Quit Claim Deed
Price: \$0.00
Document Number: 1993-0555613
First TD: \$0.00
Type of Sale:
Mortgage Doc #:
Buyer Name: LEVENTHAL, BARBARA J
Seller Name: LEVENTHAL, BARBARA J

Neighbors

Owner Name: FINNELL DONALD E & QI YUAN
Address: [REDACTED]

Owner Name: CAVENDER, JOHN M
Address: [REDACTED]

Owner Name: DOYLE FAMILY TRUST (09-25-09)

Address: 4728 PLUMMER CT

Owner Name: WALSH MICHAEL & CHRISTIE FAMILY TRUST (10-22-99)

Address: 4710 PLUMMER CT

Owner Name: TEMBY FAMILY TRUST (09-25-00)

Address: 4740 PLUMMER CT

Owner Name: HUANG TERRY JIA-MING & CINDY YUN-JU REVOCABLE TRUST

Address: 4723 SHADWELL PL

Owner Name: GAYLIS FAMILY TRUST (09-29-94)

Address: 4719 SHADWELL PL

Owner Name: FAINMAN, YESHAIAHU; FAINMAN, CLAUDIA

Address: 4729 SHADWELL PL

Owner Name: LENZ H JURGEN & SUSAN P TRS

Address: 4733 PLUMMER CT

Owner Name: LESSIE DAVID L & KELLI G

Address: 4737 PLUMMER CT

Owner Name: VALDES-LOPEZ-CALLEJA FAMILY TRUST (05-18-11)

Address: 4713 SHADWELL PL

Owner Name: URIOSTE-BENDER FAMILY TRUST (09-04-09)

Address: 4708 PLUMMER CT

Owner Name: JACOBI JOHN J & MELISSA

Address: 4727 PLUMMER CT

Owner Name: SCHOENECK JAMES A & CYNTHIA L FAMILY TRUST (02-15-02)

Address: 4748 PLUMMER CT

Owner Name: BARKER JAMES W II & LESLIE S

Address: 4743 PLUMMER CT

Documents

Recording Date: 2013/01/10

Document Type:

Document #: 2013-0019702

Recording Date: 2012/06/14

Document Type:

Document #: 2012-0346534

Recording Date: 2012/06/14

Document Type:

Document #: 2012-0346533

Recording Date: 2011/10/21
Document Type:
Document #: 2011-0554644

Recording Date: 2010/09/02
Document Type: Intrafamily Transfer or Dissolution
Document #: 2010-0461970

Recording Date: 2010/04/12
Document Type:
Document #: 2010-0178102

Recording Date: 2009/08/25
Document Type: Grant Deed
Document #: 2009-0474998

Recording Date: 2007/05/10
Document Type: Intrafamily Transfer or Dissolution
Document #: 2007-0318265

Recording Date: 2007/05/09
Document Type:
Document #: 2007-0317926

Recording Date: 2005/09/14
Document Type:
Document #: 2005-0794645

Recording Date: 2004/05/27
Document Type: Grant Deed
Document #: 2004-0490463

Recording Date: 2002/10/02
Document Type:
Document #: 2002-0852527

Recording Date: 2002/10/02
Document Type:
Document #: 2002-0852526

Recording Date: 2001/10/23
Document Type:
Document #: 2001-0765792

Recording Date: 2000/06/06
Document Type: Intrafamily Transfer or Dissolution
Document #: 2000-0295185

Recording Date: 1998/06/26
Document Type: Grant Deed
Document #: 1998-0396037

9/29/2014

Print

Recording Date: 1993/08/25
Document Type: Quit Claim Deed
Document #: 1993-0555613

Sent from Provident Title a PropertyForce by Red Shed Technology App.
www.propertyforcemobile.com

Anila
949-891-1184 Google Voice

**Countrywide****HOME LOANS**Customer Service, SVB-314
PO Box 5170
Simi Valley, CA 93062-5170**Account Number 058092705**Property Address
[REDACTED]Date Prepared
01/03/2006

0086556 01 AT 0.308 **AUTO T1 0 2545 92130-133800 IN 0

[REDACTED]

ROB & RAYA ZAKIR
[REDACTED]**INSTRUCTIONS FOR
PAYER/BORROWER**

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$600 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount he or she paid and points paid by the seller that represent his or her share of the amount allowable as a deduction for mortgage interest and points. Each borrower may have to include in income a share of any amount reported in box 3.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, C, or E for how to report the mortgage interest. Also, for more information, see Pub. 936, Home Mortgage Interest Deduction, and Pub. 535, Business Expenses.

Account Number. Your statement may include an account or other unique number the lender has assigned to distinguish your account.

Box 1. Show the mortgage interest received by the interest recipient during the year. This amount includes interest on any obligation secured by real property, including a home equity, line of credit, or credit card loan. This amount does not include points, government subsidy payments, or seller payments on a "buy-down" mortgage. Such amounts are deductible by you only in certain circumstances. **Caution:** If you prepaid interest in 2005 that accrued in full by January 15, 2006, this prepaid interest may be

included in box 1. However, you cannot deduct the prepaid amount in 2005 even though it may be included in box 1.

If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396, Mortgage Interest Credit. If the interest was paid on a mortgage, home equity, line of credit, or credit card loan secured by your personal residence, you may be subject to a deduction limitation.

Box 2. Not all points are reportable to you. Box 2 shows points you or the seller paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points not reported in this box may also be deductible. See Pub. 936 or Schedule A (Form 1040) instructions.

Box 3. Do not deduct this amount. It is a refund (or credit) for overpayment(s) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 3 amount on the "Other income" line of your 2005 Form 1040. No adjustment to your prior year(s) tax return(s) is necessary. For more information, see Pub. 936 and "Recoveries" in Pub. 525, Taxable and Nontaxable Income.

Box 4. The interest recipient may use this box to give you other information, such as the address of the property that secures the debt, real estate taxes, or insurance paid from escrow.

This information is provided as a service to our borrowers and should not be treated as tax advice. Please contact your tax professional for advice concerning your individual situation.

 CORRECTED (if checked)

RECIPIENT'S/LENDER'S name, address and telephone number Countrywide Home Loans Customer Service, SVB-314 PO Box 5170 Simi Valley, CA 93062-5170 (800) 669-6607		*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person. We encourage you to contact your tax professional for advice.	OMB No. 1545-0901 2005 Form 1098	Mortgage Interest Statement
RECIPIENT'S Federal identification number [REDACTED]	PAYER'S social security number [REDACTED]	1 Mortgage interest received from payer(s)/borrower(s)* \$45,433.41	Copy B For Payer The information in boxes 1, 2, and 3 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.	
PAYER'S/BORROWER'S name, street address (including apt. no.), city, state and ZIP code ROB & RAYA ZAKIR [REDACTED]		2 Points paid on purchase of principal residence (See Box 2 above.) \$0.00		
Account number (optional) 058092705		3 Refund of overpaid interest (See Box 3 above.) \$0.00		
		4		

Form 1098

(Keep for your records.)

Department of the Treasury - Internal Revenue Service



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B

2005 STATEMENT SUMMARY

Total Interest paid in 2005	\$45,433.41	Beginning escrow balance	\$0.56
Property taxes paid in 2005	\$0.00	Ending escrow balance	\$0.56*
Ending principal balance	\$1,003,844.84	FHA/VA case number	Not applicable
		Purchase Loan Points Included in Box 2	\$0.00

*NOTE: Escrow balance is not an average amount. You will be notified on your 2006 Escrow Analysis if an overage exists.
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

IMPORTANT IRS REGULATIONS**YOU SHOULD CONSULT WITH THE IRS OR YOUR TAX ADVISOR IF YOU HAVE ANY QUESTIONS. COUNTRYWIDE DOES NOT OFFER TAX ADVICE**

Please verify that the Payer's Social Security Number(TIN) listed on the 1098 form is correct (see previous page). Providing your correct TIN is very important so that you may take advantage of any mortgage interest deduction. If the TIN is not correct, please provide us with the correct number

immediately by writing to us at the address below or calling us at (800) 669-6607. If you fail to provide us your correct TIN, you are subject to a \$50 penalty imposed by the IRS. Note: Please include your name and account number on all communications to us.

**Countrywide Home Loans
Customer Service, SVB-314
PO Box 5170
Simi Valley, CA 93062-5170**

CALIFORNIA ANNUAL STATEMENTS

The Mortgagor, Trustor or Vendee shall be entitled to receive additional statements for one or more months upon written request at no additional charge.





CUSTOMER SERVICE, SVB-314
 PO BOX 5170
 SIMI VALLEY, CA 93062-5170

Account Number 058092705

Date Prepared
 01/10/2007

Property Address
 [REDACTED]

0152277 01 AV 0.293 **AUTO T2 0 2643 92130-133230 IN 0 P152430



Active Loan Mortgage Interest Statement



ROB & RAYA ZAKIR
 [REDACTED]

INSTRUCTIONS FOR PAYER/BORROWER

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Box 2. Not all points are reportable to you. Box 2 shows points you or the seller paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points not reported in this box may also be deductible. See Pub. 936 or Schedule A (Form 1040) instructions.

Box 3. Do not deduct this amount. It is a refund (or credit) for overpayment(s) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 3 amount on the "Other income" line of your 2006 Form 1040. No adjustment to your prior year(s) tax return(s) is necessary. For more information, see Pub. 936 and "Recoveries" in Pub. 525, Taxable and Nontaxable Income.

Box 4. The interest recipient may use this box to give you other information, such as the address of the property that secures the debt, real estate taxes, or insurance paid from escrow.

CORRECTED (if checked)

RECIPIENT'S/LENDER'S name, address, and telephone number COUNTRYWIDE HOME LOANS CUSTOMER SERVICE, SVB-314 PO BOX 5170 SIMI VALLEY, CA 93062-5170 (800) 669-6607		* Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.	OMB No. 1545-0901 2006 Form 1098
RECIPIENT'S federal identification no. [REDACTED]	PAYER'S social security number [REDACTED]	1 Mortgage interest received from payer(s)/borrower(s) \$ 50,400.00	
PAYER'S/BORROWER'S name, Street address (including apt. no.), City, state, and ZIP code ROB & RAYA ZAKIR [REDACTED]		2 Points paid on purchase of principal residence \$ 0.00	
		3 Refund of overpaid interest \$ 0.00	
Account number (see instructions) [REDACTED]		4	

Mortgage Interest Statement

Copy B For Payer

The information in boxes 1, 2, and 3 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.

2006 STATEMENT SUMMARY

Total Interest paid in 2006	\$50,400.00	Beginning escrow balance	\$0.56
Property taxes paid in 2006	\$0.00	Ending escrow balance	\$0.57*
Ending principal balance	\$1,026,607.41	FHA/VA case number	Not applicable

*NOTE: Escrow balance is not an average amount. You will be notified on your next Escrow Analysis if an overage exists.
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

IMPORTANT IRS REGULATIONS

**YOU SHOULD CONSULT WITH THE IRS OR YOUR TAX ADVISOR IF YOU HAVE ANY QUESTIONS.
COUNTRYWIDE HOME LOANS DOES NOT OFFER TAX ADVICE.**

Please verify that the Payer's Social Security Number (TIN) listed on the 1098 form is correct (see previous page). Providing your correct TIN is very important so that you may take advantage of any mortgage interest deduction. If the TIN is not correct, please provide us with the correct number immediately by writing to us at the address below or calling us at (800) 669-6607. If you fail to provide us your correct TIN, you are subject to a \$50 penalty imposed by the IRS. Note: Please include your name and account number on all communications to us.

**COUNTRYWIDE HOME LOANS
CUSTOMER SERVICE, SVB-314
PO BOX 5170
SIMI VALLEY, CA 93062-5170**

TRANSACTION HISTORY FOR 2006

Date	Description	Pmt/mo	Amount	Principal	Interest	Escrow	Optional Insurance	Buydown Assistance	Late Charge	Partial Balance
2006	Beginning Balance			\$1,002,631.56		\$0.56				\$0.00
01/11/2006	REGULAR PAYMENT	01/2006	\$3,582.46	\$1,430.82	\$5,013.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/11/2006	MISC. POSTING	01/2006	\$217.54	\$217.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02/09/2006	REGULAR PAYMENT	02/2006	\$3,582.46	\$1,541.70	\$5,124.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02/09/2006	MISC. POSTING	02/2006	\$217.54	\$217.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/09/2006	REGULAR PAYMENT	03/2006	\$3,582.46	\$1,653.10	\$5,235.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03/09/2006	MISC. POSTING	03/2006	\$217.54	\$217.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04/11/2006	REGULAR PAYMENT	04/2006	\$3,582.46	\$1,765.43	\$5,347.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04/11/2006	MISC. POSTING	04/2006	\$217.54	\$217.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05/10/2006	REGULAR PAYMENT	05/2006	\$3,582.46	\$1,878.76	\$5,461.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05/10/2006	MISC. POSTING	05/2006	\$217.54	\$217.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06/12/2006	REGULAR PAYMENT	06/2006	\$3,582.46	\$1,992.91	\$5,575.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06/12/2006	MISC. POSTING	06/2006	\$217.54	\$217.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/05/2006	REGULAR PAYMENT	07/2006	\$3,851.14	\$1,839.50	\$5,690.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/05/2006	MISC. POSTING	07/2006	\$48.86	\$48.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/02/2006	REGULAR PAYMENT	08/2006	\$3,851.14	\$1,954.72	\$5,805.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/02/2006	MISC. POSTING	08/2006	\$148.86	\$148.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/08/2006	REGULAR PAYMENT	09/2006	\$3,851.14	\$2,176.55	\$6,027.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/08/2006	MISC. POSTING	09/2006	\$48.86	\$48.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/07/2006	REGULAR PAYMENT	10/2006	\$3,851.14	\$2,295.13	\$6,146.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/07/2006	MISC. POSTING	10/2006	\$48.86	\$48.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/10/2006	REGULAR PAYMENT	11/2006	\$3,851.14	\$2,414.90	\$6,266.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10/10/2006	MISC. POSTING	11/2006	\$48.86	\$48.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/13/2006	REGULAR PAYMENT	12/2006	\$3,851.14	\$2,429.44	\$6,280.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/13/2006	MISC. POSTING	12/2006	\$148.86	\$148.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/08/2006	REGULAR PAYMENT	01/2007	\$3,851.14	\$2,550.15	\$6,401.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/08/2006	MISC. POSTING	01/2007	\$148.86	\$148.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12/29/2006	INTEREST ON ESC	01/2007	\$0.01	\$0.00	\$0.00	\$0.01	\$0.00	\$0.00	\$0.00	\$0.00
2006	Ending Balance			\$1,026,607.41		\$0.57				\$0.00

IMPORTANT NOTICE

The Mortgagor, Trustor or Vendee shall be entitled to receive additional statements for one or more months upon written request at no additional charge.



Account Number 058092705

Date Prepared 01/10/2008

Property Address

CUSTOMER SERVICE
PO BOX 5170
SIMI VALLEY, CA 93062-5170

0173416 01 AT 0.204 **AUTO TR 0 63A3 92130 133830 IN 0 P1 72589



Paid Off Loan Mortgage Interest Statement



ROB & RAYA ZAKIR

INSTRUCTIONS FOR PAYER/BORROWER

What's new. See the instructions for box 4 for an additional interest deduction which may be available to you.

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$600 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount he or she paid and points paid by the seller that represent his or her share of the amount allowable as a deduction. Each borrower may have to include in income a share of any amount reported in box 3.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, C, or E for how to report the mortgage interest. Also, for more information, see Pub. 936, Home Mortgage Interest Deduction, and Pub. 535, Business Expenses.

Account number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received during the year. This amount includes interest on any obligation secured by real property, including a home equity, line of credit, or credit card loan. This amount does not include points, government subsidy payments, or seller

payments on a "buy-down" mortgage. Such amounts are deductible by you only in certain circumstances. Caution: If you prepaid interest in 2007 that accrued in full by January 15, 2008, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2007 even though it may be included in box 1. If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396, Mortgage Interest Credit. If the interest was paid on a mortgage, home equity, line of credit, or credit card loan secured by your personal residence, you may be subject to a deduction limitation.

Box 2. Not all points are reportable to you. Box 2 shows points you or the seller paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points may also be deductible. See Pub. 936 or Schedule A (Form 1040) instructions.

Box 3. Do not deduct this amount. It is a refund (or credit) for overpayment(s) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 3 amount on the "Other income" line of your 2007 Form 1040. No adjustment to your prior year(s) tax return(s) is necessary. For more information, see Pub. 936 and Recoveries in Pub. 525, Taxable and Nontaxable Income.

Box 4. Shows mortgage insurance premiums which may qualify to be treated as deductible mortgage interest. See the Sch. A (Form 1040) instructions.

Box 5. The interest recipient may use this box to give you other information, such as the address of the property that secures the debt, real estate taxes, or insurance paid from escrow.

CORRECTED (if checked)

RECIPIENT'S/LENDER'S name, address, and telephone number COUNTRYWIDE HOME LOANS CUSTOMER SERVICE PO BOX 5170 SIMI VALLEY, CA 93062-5170 (800) 669-6607		* Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.	OMB No. 1545-0001 2007 Form 1098	Mortgage Interest Statement Copy B For Payer The information in boxes 1, 2, 3, and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.
RECIPIENT'S federal identification no. [REDACTED]	PAYER'S social security number [REDACTED]	1 Mortgage interest received from payer(s)/borrower(s) \$ 57,156.83		
PAYER'S/BORROWER'S name, Street address (including apt. no.), City, state, and ZIP code ROB & RAYA ZAKIR [REDACTED]		2 Points paid on purchase of principal residence \$ 0.00		
Account number (see instructions) [REDACTED]		3 Refund of overpaid interest \$ 0.00		
		4 Mortgage insurance premiums \$ 0.00		

Form 1098

(keep for your records)

Department of the Treasury - Internal Revenue Service

TAX YEAR 2007

WELLS FARGO BANK, N.A.
 1-800-TO-WELLS (800-869-3557)
 P.O. BOX 3908 114
 PORTLAND, OR 97208

E.I.N. 94-1347393

ROB M. ZAKIR
 RAYA H. ZAKIR

D

FOR TAX YEAR 2007
TAXPAYER ID NUMBER 094-64-3971

2007 - 1098, MORTGAGE INTEREST STATEMENT
 ACCOUNT NUMBER

LINE OF CREDIT BOX 1 MORTGAGE INTEREST
 TOTAL INTEREST/POINTS PAID

9,566.76 *
 9,566.76
 2500-00

(E 2/10/08)

<p>1099-INT, 1099-DIV, 1099-ORD, 1099-MISC, 1099-B</p> <p>This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.</p> <p>1099-A, 1099-C</p> <p>This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines it has not been reported.</p> <p>1099-E</p> <p>This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for student loan interest.</p> <p>1099-S</p> <p>This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.</p>	<p>*Form 1099-INT: This may not be the correct figure to report on your income tax return. See instructions on back.</p> <p>1099-INT, Interest Income, OMB No. 1545-0112 1099-DIV, Dividends and Distributions, OMB No. 1545-0118 1099-ORD, Original Issue Discount, OMB No. 1545-0117 1099-MISC, Miscellaneous Income, OMB No. 1545-0115</p> <p>1099-A, Acquisition or Abandonment of Secured Property, OMB 1545-0277 1099-B, Proceeds from Broker and Bank Exchange Transactions, OMB 1545-0715 1099-C, Cancellation of Debt, OMB No. 1545-1174</p> <p>1099-E, Student Loan Interest Statement, OMB No. 1545-1378 1099-S, Proceeds from Real Estate Transactions, OMB No. 1545-0567 1098, Mortgage Interest Statement, OMB No. 1545-0981</p> <p>1098 MORTGAGE</p> <p>*Debit: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid for you, and not reimbursed by another person.</p> <p>The information on lines 1, 2, and 3 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for the mortgage interest or for these points or because you did not report the refund of a credit on your return.</p>
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PLEASE SEE REVERSE SIDE FOR INSTRUCTIONS

11759



C:\MSDC6A0C568001

2

File 25P

RECORDING REQUESTED BY:
ALLIANCE TITLE - SAN DIEGO

Recording Requested By:
BANK OF AMERICA

Return To:
LOAN # 6654436879
FL9-700-01-01
JACKSONVILLE POST CLOSING
BANK OF AMERICA
9000 SOUTHSIDE BLVD.
BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256

14041

DOC # 2007-0317926



MAY 09, 2007 4:31 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES 81.00
PAGES 25 DA: 1



2007-0317926

(Space Above This Line For Recording Data)

DEED OF TRUST

LOAN #6654436879

15255751

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 MAY 03, 2007 together with all Riders to this document.
- (B) "Borrower" is ROBERT ZAKIR AND RAYA ZAKIR *Husband and Wife as joint tenants*

Borrower's address is [REDACTED]

Borrower is the trustor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of THE UNITED STATES OF AMERICA

CALIFORNIA - Single Family

Loan Servicing Information

Easy Access to Your Account

Visit our Web site at www.bankofamerica.com.

Or, call the phone number listed on the front of the statement for Customer Service. Account Information is available 24 hours/7 days a week.

Our Customer Service staff is available Monday through Friday, 8 a.m. - 9 p.m. Eastern Time.

Activity Since Your Last Statement

This section contains information about the application of payments received and any tax or insurance payments. The "Miscellaneous" column records deposits or payments to or from the account for the payment of: (1) optional insurance coverage you elected to maintain, such as Mortgage Life, (2) other optional services, (3) Borrowers' Protection Plan or (4) additional funds.

Important Information

To ensure prompt and efficient processing of your payment:

- Write your loan number on your check or money order (U.S. funds) payable to Bank of America.
- Do not send cash through the mail.
- Failure to use the coupon and enclosed window envelope will delay delivery.
- Allow a minimum of seven business days for delivery.

There may be a delay in posting payments made at a location other than the address printed on the front of this coupon.

A late charge will be assessed if your payment is not received prior to the expiration of your grace days.

Credit Reporting

Payments 30 days or more delinquent can be reported to the credit reporting agencies. If you are disputing information reported to a credit reporting agency on this mortgage loan, send in writing the specific information regarding your dispute and any related documentation to the Customer Service address located on the reverse side. As may be required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Additional Services Available To You

Generally, there are no borrower-paid fees associated with the routine servicing of your mortgage loan. However, you may occasionally find it necessary to request special services for which there is a charge. Listed below are some of the fees that you may incur for services that fall outside of normal servicing of your mortgage loan. Fees charged for these services may be lower if limitations by the guarantor (Veterans Administration) or insurer (Federal Housing Administration) of your mortgage loan, or any state law governs the amount of the fee.

Verification of mortgage	\$ 20.00	Previous year's loan history	\$ 5.00	Copy of canceled check	\$ 15.00
Amortization schedule	\$ 15.00	Faxing a payoff statement	\$ 15.00*	Copy of loan document (per document) ...	\$ 10.00
Updated payoff statement	\$ 10.00				

*Please note: while there is a charge for faxing a payoff statement, there is no delivery fee for mailing a statement. In some states there may be a separate charge for preparing the payoff statement. Any fee disclosed herein is subject to change.

If you request information or services that incur a fee not listed above, Bank of America will disclose that fee prior to responding to your request. This is not a complete list of the types or amount of fees that could be charged to you over the life of your loan. In the case of a returned check, a maximum charge of \$70 will automatically be applied, regardless of the reason for its return. Certain fees, such as late charges, have been disclosed to you in your loan documents. You may also receive other notices from Bank of America that may contain information regarding fees and charges.

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED 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.

Important Tax Information

The information in Boxes 1, 2, 3, and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax exists because you overstated a deduction for this mortgage interest or for those points or because you did not report this refund of interest on your return.

Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

Instructions for Payer/Borrower

What's new. See the instructions for box 4 for an additional interest deduction which may be available to you.

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$400 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount he or she paid and points paid by the seller that represent his or her share of the amount allowable as a deduction. Each borrower may have to include in income a share of any amount reported in box 5.

If your mortgage payments were subsidized by a governmental agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, C, or E for how to report the mortgage interest. Also, for more information, see Pub. 936, Home Mortgage Interest Deduction, and Pub. 535, Business Expenses.

Account number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received during the year. This amount includes interest on any obligation secured by real property, including a home equity, line of credit, or credit card loan. This amount does not include points, government subsidy payments, or seller payments on a "buy-down" mortgage. Such amounts are deductible by you only in certain circumstances.

Caution: If you prepaid interest in 2007 that accrued in full by January 15, 2008, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2007 even though it may be included in box 1. If you sold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8796, Mortgage Interest Credit. If the interest was paid on a mortgage, home equity, line of credit, or credit card loan secured by your personal residence, you may be subject to a deduction limitation.

Box 2. All points are reportable to you. Box 2 shows points you or the seller paid this year on the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points may also be deductible. See Pub. 936 or Schedule A (Form 1040) Instructions.

Box 3. Do not deduct this amount. It is a refund (or credit for overpayment) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 3 amount on the "Other Income" line of your 2007 Form 1040. No adjustment to your prior year(s) tax returns is necessary. For more information, see Pub. 936 and Publications in Pub. 535, Taxable and Nontaxable Income.

Box 4. Shows mortgage insurance premiums which may qualify to be treated as deductible mortgage interest. See the Schedule A (Form 1040) Instructions.

Box 5. The interest recipient may use this box to give you other information, such as the address of the property that secures the debt, real estate taxes, or insurance paid from escrow.

If your property is located in California, additional accountings may be requested by the mortgagor, trustee or vendee pursuant to California Civil Code 2954.



RECORDING REQUESTED BY:
California Title Company
AND WHEN RECORDED, MAIL TO:

Robert Zakir

[Redacted]

CA
92130

ROBERT ZAKIR

[Redacted]

706

DOC # 2004-0490463

MAY 27, 2004 10:12 AM

14000

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 1434.50
OC: 00

THIS SPACE FOR RI



GRANT DEED

ASSESSOR'S PARCEL NO.: 304-342-29-00 The undersigned Grantor(s) declare that the **DOCUMENT TRANSFER TAX IS:**
TITLE ORDER NO.: 243028-GJ County 1424.5000
ESCROW NO.: 2475-SG computed on the full value of the interest of property conveyed, or
 computed on the full value less the value of liens or encumbrances remaining thereon at
the time of sale.
 OR transfer is EXEMPT from tax for the following reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Charles A. Athill and Leslie B. Athill, as Trustees of the Athill Family Trust dated May 26, 2000, as community property

hereby GRANT(S) to Robert Zakir and Raya Zakir , husband and wife as joint tenants

all that real property situated in the City of San Diego, County of San Diego, State of CA, described as: Lot 58 of NCW Neighborhood 4A unit 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 12146 filed in the office of the County Recorder of San Diego County, August 10, 1988. More fully described as per Exhibit "A" attached hereto and made apart hereof.

Dated April 23, 2004

State of California }
County of San Diego }
On 5/4/04, Before me Stephanie Grippo
Personally appeared
Charles A. Athill & Leslie B. Athill
Personally known to me (or provided 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.

The Athill Family Trust dated May 26, 2000,
as Community Property

Charles A. Athill, Trustees

Leslie B. Athill, Trustees

WITNESS my hand and official seal

Signature



(This area for official notary seal)
Court, San Diego, CA, 92130

MAIL TAX STATEMENTS TO: Robert Zakir 4730

C

14001

243028-GJ

Exhibit "A"

LOT 58 OF NCW NEIGHBORHOOD 4A UNIT 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12146, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 10, 1988.

EXCEPTING THEREFROM ALL OIL, ASPHALTUM, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBONS AND ANY OTHER VALUABLE MINERAL SUBSTANCES AND PRODUCTS AND ALL OTHER MINERALS, WHETHER OR NOT OF THE SAME CHARACTER HEREINBEFORE GENERALLY DESCRIBED, IN OR UNDER SAID LAND AND LYING AND BEING AT A VERTICAL DEPTH OF 500 OR MORE FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN A VERTICAL DEPTH OF 500 FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND.

14002

DOC # 2004-0490464

MAY 27, 2004 10:12 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 75.00

RECORDING REQUESTED BY
CALIFORNIA TITLE COMPANY

243028 GJ

Recording Requested By:
UNIWEST MORTGAGE CORPORATION

Return To:
UNIWEST MORTGAGE CORPORATION

5252 BALBOA AVENUE, #500
SAN DIEGO, CA 92117

Prepared By:



File
23P

[Space Above This Line For Recording Data]

DEED OF TRUST

LOAN NO.: 58092705
ESCROW NO.: 2475-SG

MIN 100184750404270080
MERS Phone: 1-888-679-6377

DEFINITIONS

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

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

MAY 13, 2004

(B) "Borrower" is

ROB ZAKIR AND RAYA ZAKIR, HUSBAND AND WIFE AS JOINT TENANTS

Borrower's address is [REDACTED]

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

UNIWEST MORTGAGE CORPORATION

Lender is a CORPORATION

organized and existing under the laws of CALIFORNIA

Initials: *[Handwritten initials]*

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

Form 3005 1/01

VMP-6A(CA) (0207)

14004

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

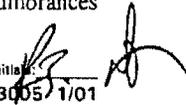
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Parcel ID Number: 304-342-29-00 which currently has the address of
[Street]
SAN DIEGO [City], California 92130 [Zip Code]
("Property Address"):

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

Initials: 
Form 3005 1/01

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 twelve 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 twelve 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.

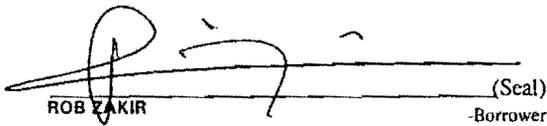
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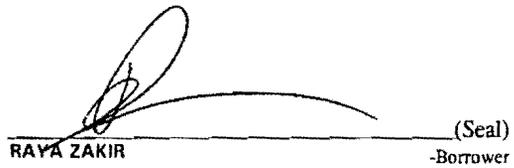
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any RIDER executed by Borrower and recorded with it.

Witnesses:

-Witness

-Witness


ROB ZAKIR (Seal)
-Borrower


RAYA ZAKIR (Seal)
-Borrower

(Seal)
-Borrower

14016

State of CALIFORNIA
County of San Diego

} ss.

On May 14, 2004

before me, Lashelle S. Kerby,
Notary Public

personally appeared

ROB ZAKIR AND RAYA ZAKIR

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

WITNESS my hand and official seal.

Lashelle S. Kerby (Seal)



Initials *RZ RB*
Form 3005 11/01

14017

PLANNED UNIT DEVELOPMENT RIDER

LOAN NO.: 58092705

MIN 100184750404270080
MERS Phone: 1-888-679-6377

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 13th day of MAY, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to UNIWEST MORTGAGE CORPORATION

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

[REDACTED]

[Property Address]

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

COVENANTS, CONDITIONS AND RESTRICTIONS.

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

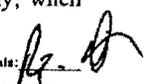
SANTA FE PROMONTORY

[Name of Planned Unit Development]

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

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

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

Initials: 

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP-7R (0008)

Form 3150 1/01

Page 1 of 3

LENDER SUPPORT SYSTEMS INC. 7R.NEW (01/04)

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

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

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

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

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

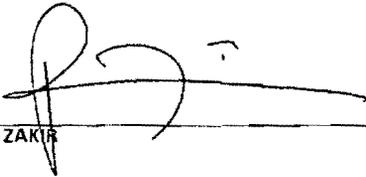
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

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

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

14019

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



ROB ZAKIR (Seal)
-Borrower



RAYA ZAKIR (Seal)
-Borrower

(Seal)
-Borrower

14021

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the first day of JULY, 2004, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date.

(C) Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (h.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 650/1000THS percentage point(s) (2.650 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Change Date. My interest rate will never be greater than 9.950 %.

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 payments on the first day of each month beginning on JULY, 2004.

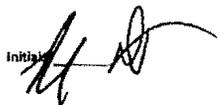
I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on JUNE 01, 2034, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at UNIWEST MORTGAGE CORPORATION
5252 BALBOA AVENUE, #500, SAN DIEGO, CA 92117

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 3,332.52. This amount may change.



(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first day of JULY, 2005, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal installments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." The Note Holder will then calculate the amount of my monthly payment due the month preceding the Payment Change Date multiplied by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new required monthly payment will be lesser of the Limited Payment and the Full Payment. I also have the option each month to pay more than the Limited Payment up to and including the Full Payment for my monthly payment.

(E) Additions to My Unpaid Principal

My monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder also will add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to Principal will be the rate required by Section 2 above.

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to ONE HUNDRED FIFTEEN AND 000/1000THS percent (115.000 %) of the Principal amount I originally borrowed. My unpaid principal could exceed that maximum amount due to the Limited Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. The new monthly payment will be in an amount that would be sufficient to repay my then unpaid principal in full on the Maturity Date in substantially equal installments at the current interest rate.

14023

(G) Required Full Payment

On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my monthly payment until my monthly payment changes again. I also will begin paying the Full Payment as my monthly payment on the final Payment Change Date.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

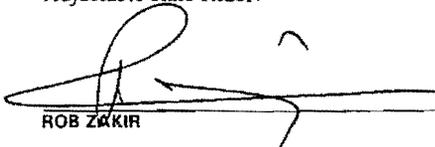
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Handwritten initials in black ink, appearing to be 'JL' and 'B'.

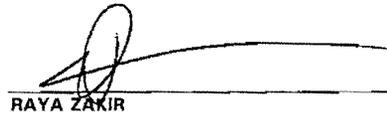
14024

If Lender exercises the option to require immediate payment in full, 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.

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



ROB ZAKIR (Seal)
-Borrower



RAYA ZAKIR (Seal)
-Borrower

(Seal)
-Borrower

Authorization - Yes, I would like to enroll in the Customized Automatic Payment Program.

My Loan Account Number : 6654436879
 My Full Name : RAYA ZAKIR
 My Financial Institution Name : ROBERT ZAKIR

- Routing number: _____
- Usually the first set of numbers on the bottom of the check
 - Is always 9 digits and begins with 0, 1, 2, or 3
- Account number: _____
- Usually the second set of numbers on the bottom of the check
 - Can be up to 17 digits
- Account Type: _____
- Checking or Savings

- Payment Frequency: Monthly - Specific Time of Month (1 time per month - total payment)
- Place an X to designate date to deduct payment.
- 1st 2nd 3rd 4th 5th
 6th 7th 8th 9th 10th
- Weekly (4 times per month or 1st 4 weeks of the month - 1/4 of total payment)
- Day of Weekly Draft
 Monday Tuesday Wednesday Thursday Friday
- OR Specific Dates for 4 Times Per Month Draft
 1st Draft _____ 2nd Draft _____ 3rd Draft _____ 4th Draft _____
- Twice Per Month (2 times per month - 1/2 of total payment)
- Week of Twice Per Month Draft:
 Week 1 Week 2 Week 3 Week 4 AND DAY OF WEEK
 Monday Tuesday Wednesday Thursday Friday
- OR Specific Dates for Twice Per Month Draft
 1st Draft _____ 2nd Draft _____

(Please note - under the weekly and twice per month option, we will be collecting your payment in advance of the payment due date. Example - January weekly drafts will pay your scheduled February payment.)

Additional Principal Payments
 If the preceding box is checked, I would like to have an additional \$ _____ withdrawn with each draft (weekly, twice per month or monthly) and applied towards my principal balance.

I hereby authorize Bank of America, N.A. ("Bank") to establish the Customized Automatic Payment Program and to draft my designated account for my Loan Account Payments. This Authorization is to remain in full force and effect until the Bank has received either verbal or written notification from me of its termination in such time and in such manner as to afford the Bank and my financial institution a reasonable opportunity to act on it. I agree to the attached Customized Automatic Payment Program terms and conditions which will also be enclosed with my confirmation notice, unless I otherwise notify the Bank.

Account Holder's Signature RAYA ZAKIR _____ Date _____

Account Holder's Signature ROBERT ZAKIR _____ Date _____

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 contributions 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		6654436879
Amount	Interest Rate	No. of Months	Amortization Type
\$ 1,000,000.00	5.875 %	360	<input type="checkbox"/> Fixed Rate <input checked="" type="checkbox"/> ARM (type): 7/1 INT ONLY NON CONF

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, & ZIP)	No. of Units
_____	1
Legal Description of Subject Property (attach description if necessary) COUNTY: SAN DIEGO LOT:59	Year Built
_____	1992

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

Complete this line if construction or construction-permanent loan.				
Year 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
2004	\$.00	\$ 1,035,513.00		Cost: \$ 95,000.00

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
ROB ZAKIR, RAYA ZAKIR	COMMUNITY PROPERTY	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

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

III. BORROWER INFORMATION

Borrower's Name (include Jr. or Sr. if applicable)	Country of Citizenship	Co-Borrower's Name (include Jr. or Sr. if applicable)	Country of Citizenship
RAYA ZAKIR		ROBERT ZAKIR	

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
_____	_____	04/29/1967		_____	_____	03/20/1965	

<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Co-Borrower) no. ages	<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Borrower) no. ages
	0		1

Present Address (street, city, state, ZIP)	Own <input type="checkbox"/> Rent <input checked="" type="checkbox"/> 3 No. Yrs.	Present Address (street, city, state, ZIP)	Own <input type="checkbox"/> Rent <input checked="" type="checkbox"/> 3 No. Yrs.
--	--	--	--

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)	Own <input type="checkbox"/> Rent <input checked="" type="checkbox"/> 0 No. Yrs.	Former Address (street, city, state, ZIP)	Own <input type="checkbox"/> Rent <input checked="" type="checkbox"/> 0 No. Yrs.
---	--	---	--

IV. EMPLOYMENT INFORMATION

Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job	Name & Address of Employer	<input checked="" type="checkbox"/> Self Employed	Yrs. on this job
OVERLAND STORAGE		1YR, 5MO	OPTIMAX MAREKTING SOLUTIO		2YR, 3MO
4820 OVERLAND DR		Yrs. employed in this line of work/profession	3525 DEL MAR HEIGHTS ROAD		Yrs. employed in this line of work/profession
SAN DIEGO, CA, 92123		20	SAN DIEGO, CA, 92130		19
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)		
DIRECTOR	(858) 571-5555	SALES	(619) 208-2344		

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)
SANMINA		02/88-12/05			
2700 NORTH FIRST STREET		Monthly Income			Monthly Income
SAN JOSE, CA		\$ 12,875.00			
95134		Business Phone (incl. area code)			Business Phone (incl. area code)
ACCOUNT MANAGER	(408) 964-3555				

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*	\$ 14,000	\$ 7,800	\$ 21,800	Rent	\$	\$
Overtime				First Mortgage (P&I)	3,851	4,895
Donations				Other Financing (P&I)		
Commissions				Hazard Insurance	75	291
Dividends/Interest				Real Estate Taxes	1,200	1,249
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues	35	66
Other:						
Total	\$ 14,000	\$ 7,800	\$ 21,800	Total	\$ 5,161	\$ 6,638

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

D/C	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.	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	Monthly Pmt. & Mos. Left to Pay	Unpaid Balance
ASSETS		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 (P) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
Description		Name and address of Company	\$ Payment/Months	\$
Cash deposit toward purchase held by:	\$	CHASE	273 / 50	13,657
		Acct. no.		
List checking and savings accounts below		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union		BANK OF AMERICA	15 / 16	243
WAMU	20,000	Acct. no.		
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			/	
Acct. no.	\$	Acct. no.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	\$
Acct. no.	\$		/	
Name and address of Bank, S&L, or Credit Union		Acct. no.		
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Stocks & Bonds (Company name/number & description)	\$		/	
401K	80,000	Name and address of Company	\$ Payment/Months	\$
STOCKS	10,000		/	
Acct. no.	\$	Acct. no.		
Life insurance net cash value	\$	Name and address of Company	\$ Payment/Months	\$
Face amount: \$			/	
Subtotal Liquid Assets	\$ 110,000	Acct. no.		
Real estate owned (enter market value from schedule of real estate owned)	\$ 670,000	Name and address of Company	\$ Payment/Months	\$
vested interest in retirement fund	\$	SEE ATTACHED	4,458	1,185,513
Net worth of business(es) owned (attach financial statement)	\$	Acct. no.		
Automobiles owned (make and year)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
		Job-Related Expense (child care, union dues, etc.)	\$	
Other Assets (Itemize)	\$	Total Monthly Payments	\$ 4,746	
		Total Assets a.		\$ 88,900
		Net Worth (a minus b)	\$ 691,100	Total Liabilities b.

VI. ASSETS AND LIABILITIES (cont.)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (Enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
COUNTRYWIDE HOME LOANS		\$ 1340000	\$ 1035513	\$	\$ 3851	\$	\$
WELLS FARGO			150000		607		
Totals		\$ 670000	\$ 1185513	\$	\$ 4458	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS			
a. Purchase price	\$.00	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.			
b. Alterations, improvements, repairs	.00	Borrower		Co-Borrower	
c. Land (if acquired separately)		Yes	No	Yes	No
d. Refinance (incl. debts to be paid off)	1035513.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Estimated prepaid items	4626.72	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Estimated closing costs	15588.80	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. PMI, MIP, Funding Fee	.00	e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action.)			
h. Discount (if Borrower will pay)	2560.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Total costs (add items a through h)	1058288.52	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Subordinate financing	.00	f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.			
k. Borrower's closing costs paid by Seller	.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
l. Other Credits (explain)		g. Are you obligated to pay alimony, child support, or separate maintenance?			
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		h. Is any part of the down payment borrowed?			
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		i. Are you a co-maker or endorser on a note?			
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		j. Are you a U.S. citizen?			
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		k. Are you a permanent resident alien?			
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	1000000.00	l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.			
n. PMI, MIP, Funding Fee financed	.00	m. Have you had an ownership interest in a property in the last three years?			
o. Loan amount (add m & n)	1000000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
p. Cash from/to Borrower (subtract j, k, l & o from i)	58288.52	(1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)?		PR SP	
		(2) How did you hold title to the home - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (JP)?		SP SP	

IX. ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1003, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (including audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	In-Borrower's Signature	Date
X		X	

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish the information	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input checked="" type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input checked="" type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White
Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male

To be Completed by Interviewer		Name and Address of Interviewer's Employer	
This application was taken by:	MARIA PARSA	04/10/07	Fair Valley Financial Inc
<input checked="" type="checkbox"/> Face-to-face interview	Interviewer's Signature	Date	2810 Camino Del Rio S Ste 204
<input type="checkbox"/> Mail	Interviewer's Phone Number (incl. area code)		San Diego, CA 921080000
<input type="checkbox"/> Telephone	(619) 243-2465		
<input type="checkbox"/> Internet			

Customized Automatic Payment Authorization
Terms and Conditions

Authorization - By signing the customized Automatic Payment Authorization, I hereby authorize Bank of America, NA and its successors and assigns (the "Bank"), to initiate transfers from my designated account for making my periodic payments. I authorize the amount of each transfer to include my regularly scheduled payment or billed payment amount plus the cost of any goods or services I request.

Non-Automatic Payments - If I make a non-automatic payment (for example, I send in a check or make a payment at a banking center and upon which the Bank has applied to the loan) at least two (2) business days prior to the scheduled transfer date for the full payment due, the non-automatic payment will be applied to my loan and the automatic payment will not be drafted; however, if I make less than a full payment, the Bank will transfer the schedule full payment amount.

Change in Payment Amount - I understand that in accordance with the terms of my loan note, my payment amount may change from time to time due to, for example, any escrows, insurance, optional products or services I purchase, changes in the interest rate or changes in the outstanding balance upon which the minimum payment is calculated. The Bank will send me notification of the changed payment amount at least ten (10) calendar days prior to the next regularly scheduled payment due date. The Bank's notice of the scheduled payment amount change will constitute sufficient notice of the change in the automatic payment.

Effective Date of Payment - Automatic payments will occur on the scheduled payment due date or requested draft date unless otherwise indicated or immediately after the date (if the date falls on a Saturday, Sunday or legal holiday) or as agreed to in writing by the Bank. I will be sent confirmation of the month in which the first automatic payment will occur. I will continue to make all payments until the date of the first automatic payment as determined by the Bank.

Canceling Automatic Payments - I can cancel any automatic payment or all payments by contacting the Bank and giving the Bank notice in accordance with the Bank's procedures. If possible, I will contact the Bank at least ten (10) calendar days before the scheduled automatic payment date, but no later than three (3) business days before the scheduled automatic payment due date.

Returned Automatic Payments - If my automatic payment is returned for any reason, including insufficient funds, then the Bank and my designated account institution may assess a fee, if permitted by applicable law. I also understand that it is my obligation without notice from the Bank to make the required payment. The Bank may, but is not required by law, course of dealing or otherwise, attempt to make the payment two (2) times before deeming my payment unpaid. If an automatic transfer is returned on two (2) or more scheduled dates, the Bank may cancel the Customized Automatic Payment Program by giving me notice.

Errors - I will immediately contact the Bank of any automatic payment error. My designated account institution is authorized to provide the Bank with information needed to properly process the automatic payment.

Change of Account - I will notify the Bank of any change with my designated account, including a change in my designated account institution (including the Bank). If I fail to notify the Bank, I will take all actions needed to correct any error that may occur and agree to hold the Bank harmless from any liability or loss, including its reasonable attorney fees associated with the error.

Confidentiality - I acknowledge that the Bank may have to disclose information to third parties about my loan account or the automatic payments the Bank is to make where it is necessary for the completion or set-up of automatic payments.

Governing Law - These terms and conditions shall be governed by and interpreted in accordance with the laws of the state that governs my loan account. Any arbitration provision or waiver provision governing my loan account, shall also apply to this Authorization.

Authorization and Security Procedure - If applicable, I agree that the security procedures followed by the Bank in order to authenticate and capture my consent to these terms and conditions and this Authorization, although not in writing, are reasonable and I agree to be bound by them as if I had signed this Authorization in writing.

Application of Payments - I understand that I will not be paid interest on my payments (weekly, biweekly or twice per month) from the time they are automatically paid until they are in an amount which can be applied as a full monthly payment. The Bank will credit all automatic payments, including any additional principal collected, as of the next scheduled monthly due date.

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

LENDER: BANK OF AMERICA, N.A.
BORROWER(S):

RAYA ZAKIR
ROBERT ZAKIR

PROPERTY ADDRESS: [REDACTED]
LOAN NO.: 6654436879

In consideration of the Lender's funding and closing of this loan, the borrower(s) agree(s), if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market the loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs, or any Municipal Bonding Authority.

The borrower(s) agree(s) to comply with all above noted requests by the Lender within 30 days from date of mailing of the requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The borrower(s) do hereby so agree in order to assure that this loan documentation executed will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to the loan documentation, and to assure marketable title in the borrower(s).

DATED effective this 3RD day of MAY, 2007

RAYA ZAKIR (Borrower) ROBERT ZAKIR (Borrower)

(Borrower) (Borrower)

(Borrower) (Borrower)

(Borrower) (Borrower)



MAY 03, 2007

Dear Valued Customer:

Loan Number: 6654436879

CONGRATULATIONS! We would like to take this opportunity to welcome you to the ever increasing number of homeowners who have been served by Bank of America. It is our pleasure to greet you as a valued customer. The signing of your mortgage papers is just the first of what we hope will be a long and mutually beneficial experience for all of us.

In accordance with terms of your mortgage, your monthly payments are due in our office on or before the first day of each month. Your payments should be made payable to Bank of America. Prior to the due date of your first mortgage payment, we will provide you with a monthly billing coupon to use in making your payments. In the event that the billing coupon has not arrived prior to the date your first payment is due, use the coupon provided below. It is important to us, and your continued credit rating, that your payment is received by us on or before the date it is due each month. To facilitate processing of your payment, please write your loan number on the check.

A breakdown of your current monthly payment is shown below. Your total monthly payment may increase or decrease if you have an adjustable rate mortgage (ARM) or if there is a change in the annual amount of taxes and/or insurance, or other escrowed items.

Interest only or Principal and Interest payment amount	\$	4,895.83
Real Estate Taxes	\$	
Hazard Insurance	\$	
Mortgage insurance Premium	\$	
(FHA _____) (Conv _____)		
Flood Insurance	\$	
Borrowers Protection™ Plan	\$	
Other	\$	
TOTAL MONTHLY PAYMENT	\$	4,895.83

Each year, you will be provided with an Annual Statement of your loan including the interest and taxes paid during the year for your records. Also, if you're not already enjoying the many benefits of our best checking relationship account with no fee, your mortgage with us now qualifies you. Please call us at the customer service number below for more information or to apply.

Bank of America is pleased to offer you the ability to have your payments automatically debited from your checking or saving account. There is no charge for this service and many of our customers find this simplifies the monthly task of writing a check. Please contact us if you have any questions or wish to sign up for this program.

*****IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED 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 us so we can update our records. You can contact our Customer Service team at 1-800-444-4302 Monday through Friday, 8:00 a.m. to 8:00 p.m. EST. Our toll free number will also provide you with automated account information. Please address your written correspondence to our address at
BANK OF AMERICA
P.O. BOX 9000
GETZVILLE, NY 14068-9000

We appreciate your business and look forward to working with you.

Sincerely,

STEPHANIE POWELL
Customer Services

Name: RAYA ZAKIR

Address: [REDACTED]

Loan #: 6654436879

Payable to:

Payment Due: JULY 01, 2007

BANK OF AMERICA
P.O. BOX 17404
BALTIMORE, MD 21297-1404

Total Payment: 4,895.83

1st Payment
(Temporary Coupon)

Alliance Title

SIGN & RETURN

5151 Shoreham Place
San Diego, CA 92122
Phone: (858) 824-1000
Fax: (858) 824-1045

REFINANCE ESCROW INSTRUCTIONS

Lolita Dela Cruz-Hogle
Escrow Officer

Date: April 3, 2007
Escrow No.: 15255151-373-LDC

I/We will deliver to you any instruments which this escrow requires, fully executed, all of which you are instructed to use provided that on or before you are in a position to cause a policy of title insurance to be issued by **Alliance Title - San Diego** with a liability in an amount of **\$986,250.00** prior to close of escrow, covering property described as:

BORROWER STATES THAT THE PROPERTY ADDRESS IS: [REDACTED]

SHOWING TITLE VESTED IN: ROBERT ZAKIR and RAYA ZAKIR, husband and wife as joint tenants

FREE FROM ENCUMBRANCES EXCEPT:

- (1) General and special Taxes for the fiscal year, including property taxes and/or supplemental taxes assessed pursuant to the provisions of Chapter 498, Statutes of the State of California.
- (2) Covenants, conditions, restrictions, reservations, rights, rights of way, and easements, and any oil, gas, or mineral reservations now of record, if any.
- (3) First Deed of Trust to record securing a note.

INSTRUCTIONS:

- A. **FINANCE:** First Deed of Trust to file, and note secured thereby in the amount of **\$986,250.00** in favor of lender of Borrower's choice as per their terms, to be obtained by Borrower at Borrower's expense. Said loan to be at the best prevailing rate and terms. Borrower's signature on said documents shall be indication of their approval of all terms and conditions contained therein and Escrow Holder's authorization for the use of same.
- B. **BORROWER** to furnish, when required, a new fire insurance policy satisfactory to the new lender and authorizes payment of bill, if presented in escrow.
- C. **BORROWER** authorizes and instructs Escrow Holder to pay closing costs including but not necessarily limited to: Loan origination fee as required by Lender, ALTA title policy, premium for new fire insurance policy or increase in premium for existing coverage, escrow, recording fees, and any other charges as may be required by Lender.
- D. **ESCROW HOLDER** is authorized to obtain and pay demands from existing Trust Deed holder(s) of record, to place title as required above.
- E. **NOTICE TO BORROWER(s):** Borrowers are aware that the title insurance policy being issued in this escrow is for the benefit of the Lender only, and not for the benefit of the Borrowers. In the event the Lender requires, or Borrowers desire to change the existing vesting on title, Escrow Holder advises you to seek legal counsel pertaining to same. If you choose to obtain Title Insurance on behalf of the Borrower(s), you must request same in writing directed to the Escrow Holder. If no written request is received by Escrow Holder before the close of escrow, Escrow Holder shall only obtain Title Insurance on behalf of the Lender and is released from any and all liability in connection with same.
- F. **BORROWER** is aware that Lender will not sign these instructions and that Lender will deposit separate instructions into escrow. Escrow Holder is hereby authorized and instructed to comply with such instructions and requirements by Lender.

END OF INSTRUCTIONS

Borrower's Initials: _____ / _____

Borrower's Initials: _____ / _____

"GENERAL PROVISIONS"

The parties understand and acknowledge:

1. **Deposit of Funds & Disbursements and Good Funds:** All funds received in this escrow shall be deposited in a non-interest bearing account in one or more general escrow trust accounts in accordance with the Notice of Opportunity to Earn Interest, which I have received said notice, with the preliminary report. The accounts wherein funds are deposited and disbursed are insured under the specifications and regulations of the Federal Depositors Insurance Corporation (FDIC). You are not responsible for these deposits in the event of bank failure, nor will you provide any additional insurance on said deposits.

All disbursements shall be made by your check or other instrument as per your instructions. You are authorized not to close escrow or disburse until good funds as provided for in California insurance Code Section 12413.1 have been confirmed in escrow. **Alliance Title Company** shall not be responsible for any delay in closing if funds received by escrow are not available for immediate withdrawal. Delays in closing will occur if funding is by other than bank wire, cashiers checks or similar type items payable through a California Bank.

2. **Prorations:** Unless otherwise specified in writing, all prorations and/or adjustments are to be made as of close of escrow on the basis of a 30-day month. As used herein, the expression, "C.O.E." is defined as "Close of Escrow". "H.O. Dues" or "HOA" as used herein, refers to any homeowners association or similar body which levies monthly or periodic assessments or dues for common area maintenance or similar matters.
3. **Recordation of Instruments:** You are authorized to record any documents delivered through this escrow, recording of which is necessary or proper in the issuance of the requested policy of title insurance. Seller/Borrower authorizes **Alliance Title Company** to collect fees for recordation of documents. **Alliance Title Company** has made their best determination of said charges prior to close of escrow and the seller or Buyer/borrower is aware that they may differ from the actual fees.

The undersigned hereby authorize and instruct **Alliance Title Company** to make modifications to the grantee vesting on the Deeds, in order to conform to Grantee's name to be in compliance with the Grantee's lender instructions (if any) with no further notification or instruction from the undersigned. In no event shall the name of the Grantee be changed entirely.

In order to induce Escrow Holder to release the recording as a "Special Recording" without the benefit of the usual date down of records of the recorder's office, the undersigned Seller/Buyer/Borrower indemnifies and agrees to hold **Alliance Title Company** and their underwriter, harmless by reason of matters that may be placed of record between the normal recording time of 8:00 and the time of the actual recording of the documents. Further, it is agreed that if any liens are filed against the seller, buyer or Borrower, **Alliance Title** is authorized to pay said liens from refund or proceeds without further instructions whatsoever. Should additional money be needed to find all liens paid in full, the parties herein agree to deposit into escrow, immediately, the entire amount of money requested by Escrow Holder.

Should the recording of a Deed of Trust be a part of this transaction, it is understood that the Beneficiary/Lender may collect interest one day prior to recordation of documents. Should escrow close after a weekend or holiday, the lender may charge interest during such weekend or holiday and borrower agrees to bear the cost of said interest and will hold escrow harmless in connection herewith.

Should the recording of a Deed transferring title into or out of a Trust be a part of this transaction, in any way, it understood, that said recording is a matter of accommodation only, pursuant to the lender funding conditions and/or instructions from the undersigned. **Alliance Title** and their underwriter is relieved from any consequences, liability or responsibility whatsoever for the transfer of title into or out of a Trust.

4. **Fire, Flood and Hazard Insurance:** Other than as may be specifically instructed by lender, **Alliance Title Company** is not to be concerned with nor make any inquiry as to any fire, flood, hazard and other liability insurance.
5. **Authorization to Furnish Copies:** You may furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents to any real estate broker and/or lender involved in this transaction upon request of such lenders or brokers, using any practical means of delivery determined by escrow.
6. **Right of Cancellation and Termination of Agency Obligations:** The principals may mutually instruct you to cancel the escrow by delivering to you written cancellation instructions executed by all the principals. Upon receipt of such instructions, you are authorized to comply with them, and demand payment of your cancellation charges. Alternatively, any principal may deliver to you a notice of cancellation executed by that principal. Upon receipt of such notice, you shall deliver, via mail, a copy of such notice to each of the other principals to the address provided to this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN FIFTEEN (15) DAYS AFTER DATE OF SUCH MAILING, YOU ARE AUTHORIZED, AT YOUR OPTION, TO COMPLY AND DISBURSE, IN ACCORDANCE WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES, INCLUDING, BUT NOT LIMITED TO THE MINIMUM FEE, PURSUANT TO SECTION 12404 OF THE INSURANCE CODE AND ESCROW FEES. If written objection is filed, escrow is to hold money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

Escrow may continue the processing of this escrow, until receipt of written instructions of cancellation, conflicting instructions or our election to resign as the escrow holder; however, if no action is taken on this escrow within 6 months after the closing date (also referred to as date of performance) specified in the escrow instructions and/or estimated statement, Escrow Holder's obligation shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Holder and all documents and remaining funds held in escrow shall be returned to the parties depositing same. **Alliance Title Company** may elect to resign as the escrow holder at any time without liability or responsibilities to the parties of this escrow. Should the election be made to resign as the escrow holder, the parties authorize **Alliance Title Company** to pay, from funds deposited into escrow, all bills, all fees, charges and reimbursements to Escrow Holder and all documents and remaining funds held in escrow, shall be returned to the parties depositing same.

Furthermore, escrow may be in receipt of reports, disclosures and bills, copies of which escrow may be transmitted to the other parties of this transaction. Escrow does not review any reports, disclosures or bills for sufficiency, however, it is understood that should this escrow not close, for whatever reason, the parties agree to pay for any and all bills either as provided by instructions to Escrow or will be paid directly to the parties outside escrow. Escrow will not be responsible for payment of any bills.

7. **Action in Interpleader:** The parties expressly agree that you, as escrow holder, have the absolute right at your election to file an action in interpleader requiring the parties to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the parties jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in the interpleader action. Upon the filing of the action, you shall be fully released from the obligations to further perform any duties otherwise imposed by the terms of this escrow.
8. **Conflicting Instructions:** No notice, demand, or change of these instructions shall be in effect unless given in writing. Should you before or after close of escrow receive or become aware of any conflicting demands or claims with respect to this escrow of the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of the conflict as provided in paragraphs 7 and 8 of

Borrower's Initials: _____ / _____

Borrower's Initials: _____ / _____

these General Provisions. The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees, suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in Interpleader brought by you. In the event you file a suit in interpleader you shall be fully released and discharged from all obligations imposed upon you in this escrow.

9. **Purchase Contract:** Notwithstanding the fact that you may have been provided with a copy of the Purchase Contract in relation to subject property for information purposes, your liability to the undersigned is limited solely to your compliance with these instructions, and any modifications hereto given in writing prior to close of escrow; and any policy of title insurance issued in connection herewith naming the undersigned as an insured.

The undersigned acknowledge that you, as escrow holder, are not charged with the responsibility of interpreting the provisions of any contract and shall not participate in or be responsible for the monitoring contingency time periods, which may be the basis for this transaction, or making any disclosures relative to such provisions, or otherwise, even though you may have been provided a copy of such contract for information purposes. Your liability as escrow holder is limited solely to your compliance with these instructions and any supplements, addendums and amendments thereto delivered in writing.

10. **Usury:** You are not to be concerned with any question of usury in any loan or encumbrance involved in the processing of this escrow and you are hereby released of any responsibility or liability therefore. Furthermore, notwithstanding the Note has been executed, you are authorized to insert the actual date of recording in all Notes as to the commencement of interest and due date of the first payment, unless otherwise instructed.
11. **Indemnity for Attorneys Fees and Costs:** In the event suit is brought by any party to this escrow, including the title company or any other party, as against each other or others, including the title company, claiming any right they may have as against each other or against the title company, then in that event, the parties hereto agree to reimburse, indemnify and hold harmless the title company from and against any loss, attorney's fees, expenses and costs incurred by it.

12. **Destruction of Documents:** You are authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other material pertaining to this escrow at the expiration of five years from the close of escrow or cancellation thereof, without liability and without further notice to parties to the transaction.

13. **Tax Reporting And Withholding Obligations of the Parties:**

Federal Law Internal Revenue Code Section 1445 places special requirements for tax reporting and withholding on the principals to a real estate transaction where the seller (transferor) is a nonresident alien, a non-domestic corporation or partnership, a domestic corporation or partnership or limited liability company controlled by non-resident corporations partnerships or limited liability companies. Transferor/Seller and Transferee/Buyer agree that any calculation, deduction, act of action, such as the withholding of funds and/or the payment of taxes in compliance with FIRPTA, or any other Internal Revenue Service Code or Regulations, shall be the exclusive obligation of the parties, to be performed outside of this escrow.

With respect to both California and federal law, the undersigned represents and warranty to Escrow Agent that the undersigned is relying on an attorney's, accountant's or other tax specialist's opinion concerning the effect of these laws on this transaction or on the undersigned's own knowledge of these laws. The undersigned is not acting on or relying on any statements made or omitted by Escrow Agent with respect to tax reporting or withholding requirements.

Seller is aware that Federal Tax Law requires that escrow holder be provided with correct taxpayer identification information. Escrow holder will report the transaction to the Internal Revenue Service including the seller's social security number or taxpayer identification number and the gross consideration. The reporting to the Internal Revenue Service can be eliminated, at escrow's option, if Seller provides escrow with a yes response to all the questions/assurances on the Real Estate Reporting Certification for Information Reporting.

State Law In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3 and 1/3 percent of the sales price in the case of a disposition of California real property interest by either:

1. A seller who is an individual, trust, or estate or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the seller, OR
2. A corporate seller that has no permanent place of business in California immediately after the transfer of title to the California property

The **buyer** may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a corporation with a permanent place of business in California, OR
3. The seller, who is an individual, trust, estate, bank acting as a trustee other than a trustee of a deed of trust or corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following:
 - a. The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - b. The last use of the property being conveyed was used by the transferor as the transferor's principal residence within the meaning of Section 121 of the Internal Revenue Code.
 - c. The California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
 - d. The California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
 - e. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The seller must complete, sign and turn in the 593-C form to escrow by the close of escrow for it to be considered valid. Otherwise the escrow will withhold the full 3 1/3% of the total sales price.

The Seller may elect to pay withholding taxes based on an alternative withholding amount based on the calculations and completion of the Forms 593-E and 593-B. Escrow will withhold and remit to the FTB the alternative tax amount shown in box 8 of the form 593-B.

Title and escrow persons are not authorized to provide legal or accounting advice for purposes of determining withholding amounts. Transferors are strongly encouraged to consult with a competent tax professional for purposes of completing the FTB forms.

Borrower's Initials: _____/_____

Borrower's Initials: _____/_____

Any transferor (seller) who, for the purpose of avoiding the withholding requirements, knowingly executes a false certificate is liable for a penalty of \$1,000 or 10% of the required withholding amount, whichever is greater.

For additional information, the principals are invited to contact the Franchise Tax Board at (888) 792-4900, or visit their website at www.ftc.ca.gov.

14. **Supplemental Taxes:** Supplemental tax bills, when issued and posted, may not be immediately available; therefore, there may be a gap in time where the bill may be posted but we would not have knowledge of it. Therefore, in the event a supplemental tax bill is issued by the County Tax Collector after the date of the above mentioned preliminary report or after the close of escrow and transfer of title, the undersigned parties agree to handle any adjustment which might result from such supplemental tax bill directly between themselves.

15. **Exchanges:** In the event this transaction is an exchange or part of an exchange, the parties acknowledge the escrow holder has made no representations whatsoever regarding the sufficiency or effect of this transaction in relation to applicable federal and state tax laws. It is further acknowledged by the parties that they have been advised by escrow holder to seek the counsel of their own tax attorney or certified public accountant for the determination of any tax consequences of this exchange.

The undersigned fully indemnify and hold escrow holder harmless from any loss or damage which the parties may sustain in the event this transaction fails to qualify for any special tax treatment.

16. **Amendment to Escrow Instructions and Counterpart Approval use of facsimile:** Any amendment or supplement to these escrow instructions, amendments and supplements must be in writing. Collectively, these escrow instructions constitute the entire escrow between the escrow holder and the parties. These escrow instructions, amendments and supplements may be executed in one or more counterparts each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same instructions. Should said documents be delivered by facsimile or electronically, parties hereto instruct Escrow Holder, at Escrow Holder's option, to rely upon such instructions as if they were original.

If requested by Escrow Holder, the Sender of facsimile documents agrees to deliver original signed forms to Escrow Holder within 72 hours. It is further understood that documents necessary for recording by the County Recorder must be original signatures, and therefore, non-receipt of the original documents to record can delay the close of escrow.

17. **Agreement of Co-Operation (Unjust Enrichment) and other remedies available for recovery of funds:** In the event that any party to this escrow receives funds or is credited with funds that they are not entitled to, for whatever reason, they agree, upon written demand, to return said funds to the proper party entitled to the escrow for disbursement. Escrow Holder has the option to file for a Small Claims action, in a judicial district convenient to Alliance Title Company. The services of a Collection Agency, may be initiated, if Escrow Holder is not in receipt of the requested funds within 15 days of a written demand. Any consequences concerning credit reporting shall not be the responsibility or liability of Alliance Title Company. In the event that suit is brought to enforce the return of said funds, the parties agree to reimburse the prevailing party their reasonable attorney fees.

18. **Escrow Limited Capacity:** We understand that Escrow is acting under this Agreement as a depository only and its sole responsibility shall be to comply with the written instructions given to and accepted by Escrow under this Agreement. It is agreed and understood that these Escrow instructions shall be the whole and only agreement between the parties with regard to the instructions to, and obligations of, Alliance Title Company, and shall supersede and cancel any prior instructions. Your duties under this Agreement shall be limited to the safekeeping of money, instruments, or other documents received by you as the Escrow Agent, and for the disposition of the money, instruments or other documents received by you in accordance with the instructions contained in this Agreement. Escrow shall have no duty, obligation or responsibility to undertake any of the following actions: (a) to inquire into the sufficiency, correctness, genuineness, form, substance, manner of execution, validity or enforceability of any document deposited to escrow by others; (b) to inform either Seller, Borrower or Buyer of any facts which Escrow may have acquired outside the transaction between Seller, Borrower and Buyer; (c) Escrow Holder does not interpret documents and any comments or statements made by Escrow are only made as a general matter and are not to be considered as advice of any kind; (d) for any loss suffered by either Seller, Borrower or Buyer attributed to defects in the Title to the Real Property except for a loss caused by Escrow's failure to obtain the required Title insurance or Title coverage. The undersigned parties jointly and severally agree to hold Alliance Title Company harmless from and against any and all damages or liability, therefore, loss, costs, charges, attorneys' fees or other expenses which Alliance Title Company shall or may at any time suffer, sustain or incur by reason of or in consequence of complying with the foregoing instructions. It is recommended that the parties seek independent legal counsel and other professional advise as to all matters concerning this transaction.

Escrow Holder may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees charged by Escrow Holder for services, such as, but not limited to delivery, wire transfer or recording fees, have been calculated and collected based on the best available information at closing and may not be exact.

In the event Escrow Holder is requested or instructed to pay credit card accounts, collection accounts, or any debit, other than a lien against the property, it is understood such payments are made as a matter of accommodation only, and Alliance Title Company is relieved from any liability or responsibility for late fees or any other costs, other than the amount shown on the estimated settlement statement. Borrower is responsible for providing escrow with account number, address and complete name of creditor. The method of delivery of payment shall be sent directly to the creditor, via U.S. Postal Service, at closing. Should Escrow Holder receive creditor information from and as a tender condition of funding, the parties to this escrow understand that Borrower remains responsible for payments and monitoring said credit accounts. Escrow Holder is not to be concerned with verification of any information, including but not limited to balances due or receipt of payment. Any disputes as to balances due or name of creditor shall be a matter conducted between the Borrower, creditor and lender directly.

19. **Copy Quality:** Any copies provided to us from the County Recorder are the best available copies and Alliance Title Company is relieved from any liability or responsibility for the clarity of the copies.
20. **Identification Disclosure:** Federal and state laws require that certain forms include the party's Social Security Number or TIN, and that such forms or copies of the forms be provided to other parties and to applicable government authorities. To comply with USA PATRIOT ACT, certain taxpayer identification information (including, but not limited to the social security number) may be required from Escrow Holder by certain persons or entities involved (directly or indirectly) in the transaction.

Federal Legislation requires that buyers and sellers provide the Internal Revenue Service the Taxpayer identification Number of the party to whom interest is paid or received. This reporting is the sole responsibility of the buyer and the seller. If you will be paying or receiving interest, you are encouraged to exchange Taxpayer Identification Numbers at this time. Alliance Title Company is authorized to release a party's TIN (Social Security Number) upon written request from a party to this transaction or applicable governmental authority.

21. **Disclosures:** The undersigned hereby certifies that all the liens, judgments, deeds of trust, taxes and other obligations have been disclosed to Alliance Title Company, and that NO additional items or obligations exist against me/us, except those disclosed on the preliminary report referenced above, which I/we have examined.

The undersigned hereby certifies that NO construction, alterations, additions to, or repair of a building or structure is in process or has recently been completed.

Borrower's Initials: _____/_____

Borrower's Initials: _____/_____

Therefore, the undersigned agrees to hold harmless and indemnify Alliance Title company and its underwriter against all loss, damage, attorney's fees and other costs and charges which Alliance Title Company or its underwriter may sustain in consequences of having issued such policy or policies of Title Insurance, and not having taken exception to an item which should have been disclosed, but for whatever reason, was not.

22. **Preliminary Change of Ownership (PCOR Statement):** Buyer, Seller and/or borrower will hand you before close of escrow a completed "Preliminary Change of Ownership" Statement which you are instructed to file accompanied by the Transfer/Grant Deed with the County Recorder; or in the absence or rejection thereof you will pay from Borrower/Buyer funds an additional \$20.00 as requested by the County Recorder. It is understood that Escrow does not have sufficient information to complete this form and will not be required to furnish information therefore. In the event the Preliminary Change of Ownership Statement is rejected, Borrower/Buyers understand that they will be required to file a Change of Ownership Statement that should be mailed to them with the recorded Transfer/Grant Deed from the County Recorder's Office, after close of escrow. Buyers are aware that by law this requirement must be met within 45 days from recordation of their Transfer/Grant Deed or they may be assessed additional penalties.
23. **Escheat to the State of California:** If for any reason, funds retained or remain in escrow for more than 3 years after the last contact date with the party(ies) in which funds were disbursed or instructed to be released or there was a dispute regarding the disbursement of funds, without escrow receiving a final court order directing the disbursement of funds, and the party(ies) can not be located, then you are to escheat the remaining funds to the State controller, as mandated by the State of California.
24. **We are Committed to Safeguarding Customer Information:** In order to better serve your needs now and in the future, you have provided us will provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize personal information you provided to us.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect and rely upon include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or other means;

Information about your transactions with us, our affiliated companies, or other area; and

Information we receive from a consumer-reporting agency.

Use of Information

The information you provide us is for our own legitimate business purposes and not for the benefit of any affiliated or nonaffiliated party. Therefore, we will not release your information to affiliated and nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best effort to ensure that no unauthorized parties have access to any of our information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

25. **Application of Payoff Funds:** The parties herein understand that interest continues to accrue against existing liens until such time as the beneficiary is in receipt of the payoff funds. Borrower remains responsible for making payments, when due, to the Beneficiary. Should a check or wire be deemed unacceptable by lenders, creditors, lien holders or beneficiaries of Deeds of Trust, you are authorized to act on our behalf in communicating with the lender, in every way, including, but not limited to requesting the funds, as well as any balance in an impound account, be applied towards the balance due.

END "GENERAL PROVISIONS"

Borrower's Initials: _____/_____

Borrower's Initials: _____/_____

ADDITIONAL INSTRUCTIONS:

The undersigned parties jointly and severally agree to hold Alliance Title Company harmless from and against any and all damages or liability, therefore, loss, costs, charges, attorneys' fees or other expenses which Alliance Title Company shall or may at any time suffer, sustain or incur by reason of or in consequence of complying with the foregoing instructions.

Should the parties have any questions concerning the signing of documents or the interpretation of these instructions, they are advised to consult their attorney.

Alliance Title Company conducts escrow business under the authority of an underwritten Title Insurance Company, license number 368, issued by the California Department of Insurance.

The foregoing terms, provisions, conditions, and instructions, and those "General Provisions" contained herein are hereby approved and accepted in their entirety and concurred in by me. I will hand you necessary documents called for on my part to cause title to be shown as above which you are authorized to deliver when you hold for my account funds due me, pay your escrow charges, my recording fees, charges for evidence of title as called for, whether or not this escrow is consummated. You are hereby authorized to pay bonds, assessments, taxes, and any liens of record to show title as called for.

ALL PARTIES HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.

ROBERT ZAKIR Date
Tax ID Number:

RAYA ZAKIR Date
Tax ID Number:

Date
Tax ID Number:

Date
Tax ID Number:

Forwarding Address: _____

Phone Number(s): _____

**FEDERAL TRUTH IN LENDING
DISCLOSURE STATEMENT
Real Estate Loans**

Loan Center BREA WHOLESALE LOAN CENTER No. 2666 Loan No. 6654436879
Principal Amount of Proposed Loan 1,000,000.00 Expected Funding Date 05/04/07

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate. 6.807 %	The dollar amount the credit will cost you. \$ 1,602,232.32	The amount of credit provided to you or on your behalf. \$ 989,577.12	The amount you will have paid after you have made all payments as scheduled. \$ 2,591,809.44

1. **Payment Schedule.**

Your payment schedule will be:

Number of Payments	Payments Are Due MONTHLY Beginning	Amount of Payments **	Number of Payments	Payments Are Due MONTHLY Beginning	Amount of Payments **
84	07/01/07	4895.83			
36	07/01/14	6354.17			
240	07/01/17	8132.54			

2. **Security and Property Insurance.**

You are giving a security interest in real estate at:

██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████

You may obtain property insurance from anyone you want who is acceptable to the Lender.

3. **Late Payment.**

If a payment is not received by the Lender by its first banking day which is at least 15 days after the payment due date, you will be charged 5.0 % of the payment.

4. **Prepayment.**

If you pay off early, you will not may have to pay a prepayment penalty.

If you prepay your loan on other than the regular installment date, you may be assessed interest charges until the end of the month.

You may be entitled to a refund of the mortgage insurance premium from HUD.

You will not may be entitled to a refund of part of the finance charge.

5. **Assumption Policy.**

Someone buying your home cannot assume the remainder of your loan on its original terms.

Someone buying your home may be allowed to assume the remainder of your loan on its original terms, subject to certain conditions stated in your loan documents.

6. **Variable Rate.**

Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

7. **Required Deposit.**

The annual percentage rate does not take into account your required deposit.

8. See your loan documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties.

9. **Certain Security Interest Charges. PLEASE SEE THE GOOD FAITH ESTIMATE AND HUD-1 FOR THESE FEES.**

Recording/filing \$ _____ \$ _____
Lien release recording/filing \$ _____ \$ _____

10. The loan applied for will not be secured by any contractual lien except that resulting from the mortgage or deed of trust covering the security described in the Security and Property Insurance Section.

- THE CURRENT INDEX USED AT THE TIME OF CLOSING WAS 5.260% .

**The payment amount does not include a tax and insurance reserve.

BANK OF AMERICA, N.A. ("LENDER")